

Farm Policy



RURAL
INSURANCE

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Farm Insurance Policy

Arranged by Rural Insurance Group Ltd

This is to certify that in accordance with the authorisation granted to Rural Insurance Group Limited and in consideration of the appropriate premium having been paid, the **Insurers** (and their executors and administrators) are hereby bound each for their own part and not for one another, to insure in accordance with the terms and conditions contained herein or endorsed hereon. None of the **Insurers** is responsible for the subscription of any other co-subscribing Insurer who for any reason does not satisfy all or part of its obligations. Details of the share percentages for which each Insurer is responsible are available on request.



Karen Beales

Technical Director

Rural Insurance Group Limited

The Insurers

The **Policy** is underwritten on behalf of the following Insurers

Ageas Insurance Limited, Ageas House, Tollgate, Eastleigh, SO53 3YA. Registered Number 354568

Customer Information

Your Right to Cancel

We hope that **You** are happy with the cover this **Policy** provides. However, **You** have the right to cancel it during a period of 14 days after either the day of purchase of the contract, or 14 days after the day on which **You** receive **Your Policy** documentation.

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 the insurance cover has already commenced **You** will be entitled to a refund of the premium paid for which a deduction may apply at **Our** discretion for the time for which **You** have been covered. This will be calculated as a proportion of the time for which **You** received cover and may also at **Our** discretion include an administrative charge to cover the administrative cost of providing the **Policy**.

Details About The Regulator

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

You can check the FSA Register by visiting www.fsa.gov.uk/register/ or by contacting the FSA on 0845 606 1234

Ageas Insurance Limited are members of the Association of British Insurers

Compensation Arrangements

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

Claims Procedure

Parts 1 (Commercial) & 2 (Home)

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

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

Telephone 01937 838050
Fax 01937 838055
Email: york@agricol.com

Customer Information

Part 3 (Legal Expenses)

If **You** wish to make a claim under this section of the **Policy** please telephone Legal Insurance Management Limited Claims Helpline for advice and support:

Telephone Helpline Number 0844 800 0129

We will not accept any responsibility if the Helpline services fail for reasons beyond our control.

Note: Please do NOT contact Legal Insurance Management Limited to report any claim other than one relating to Expenses.

Full information on claims procedures is also available from the Rural Insurance Group website at www.ruralinsurance.co.uk

Complaints Procedure - Parts 1 (Commercial) & 2 (Home)

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

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

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

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

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

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

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

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

Customer Information

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

You can contact the Ombudsman at:

Insurance Division,
Financial Ombudsman Service,
South Quay Plaza,
183, Marsh Wall
London, E1 4SR.
Phone 0845 080 1800 Fax 0207 964 1001

Complaints Procedure - Part 3 (Legal Expenses)

If **You** have a complaint about the service or about the way **You** have been treated in relation to Section 3 (Legal Expenses) of the policy, please write to:

The Managing Director
Legal Insurance Management Limited
16-18 Hagley Road
Stourbridge Road
West Midlands
DY8 1PS

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

In the event You remain dissatisfied and wish to make a complaint, You can do so by contacting the following:-

Customer Relations Manager
UK General Insurance Ltd
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

If **You** are not happy with the response **You** receive **You** may have the right to ask the Financial Ombudsman Service to review the case.

The contact information for the Financial Ombudsman Service is detailed above.

Disclosure

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

Duration of Cover

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

Use of Language

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

Customer Information

Data Protection

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

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

Some or all of the information **You** supply us with will be held on computer and may be passed to other insurance companies for underwriting and claim purposes. Under the Data Protection Act 1998 **You** have the right to see personal information about **You** that is held in **Our** records, whether electronically or manually.

If **You** have any queries please write to the Managing Director at the address shown in our "Complaints Procedure".

Important details about Rural Insurance Group Limited

Rural Insurance Group Limited is registered in England and Wales.

Its Registered Number is 2207611

Its Registered Office is:

Cast House, Old Mill Business Park,
Gibraltar Island Road, Leeds,
West Yorkshire, LS10 1RJ

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

You can check the FSA Register by visiting www.fsa.gov.uk/register/ or by contacting the FSA on 0845 606 1234

Rural Insurance Group Limited is licenced by the Office of Fair Trading under the Consumer Credit Act 1974. It's licence number is 585539.

1. Policy Definitions

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

Asbestos

Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

Asbestos Dust shall mean fibres or particles of **Asbestos**

Asbestos Material or **Asbestos Containing Materials** shall mean any material containing **Asbestos** or **Asbestos Dust**

Business

The **Business** stated in the **Policy Schedule** and except the definitions applicable in respect of Sections 9 & 11, for the purposes of this insurance no other.

Damage/Damaged

Physical destruction of or damage to property insured

Excess

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

Insured/You/Your

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

Insurers/We/Us/Our

The **Insurers** for their respective proportions as stated herein, full details of which are shown on Page 3 of this **Policy** or as amended by Endorsement from time to time.

Location

Any one building or complex of buildings at a particular site

Loss/Losses

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

Period of Insurance

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

Policy /Your Policy

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

Premises

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

Proposal /The Proposal

The Proposal including the Declaration forms the basis of this contract between **You** and the **Insurers**.

1. Policy Definitions

Schedule / Policy Schedule

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

Your Intermediary / Intermediary

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

2. General Policy Conditions

1. Misrepresentation and Non-disclosure

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

2. Reasonable Precautions

You must

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

3. Fraudulent Claims

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

4. Arbitration

(Not applicable to Legal Liabilities Sections, Money Personal Assault Section or Personal Accident Section)

If any difference arises as to the amount to be paid under this **Policy** (**Policy** liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference by this Condition is to be referred to arbitration the making of an award will be a condition precedent to any right of action against the **Insurers**.

5. Cancellation

Rural Insurance Group Ltd acting on behalf of the **Insurers** may cancel this **Policy** or any part of it by giving 15 days notice by a Recorded Delivery letter to **You** at **Your** last known address and in such event **You** will be entitled to the return of a proportionate part of the premium corresponding to the unexpired **Period of Insurance**. This is subject to the retention by the **Insurers** of any minimum premium under this **Policy** or any Section of it and / or if the premium has been based wholly or partly on any estimates the premium will be adjusted in accordance with the appropriate provisions.

6. Conditions Precedent

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

2. General Policy Conditions

7. **Notification of Claims** (Not applicable to Part 3 – Legal Expenses)
On the happening of any event giving rise or likely to give rise to a claim under this **Policy** **You** must immediately provide details to **Us** of such and supply all such details and evidence, documentary or otherwise, and shall carry out such things as Rural Insurance Group Limited may reasonably require.
Please refer to the Claims Procedure in the Customer Information in this **Policy** for details of how to report the claim.
8. **Livestock Claims** (Not applicable to Part 3 – Legal Expenses)
In the event of the death of any livestock that gives rise to a claim under this **Policy** **You** are required: -
- a) to give Rural Insurance Group Ltd acting on behalf of the **Insurers** immediate notice via **Your Intermediary** of such death and arrange at **Your** own expense for a Post Mortem report for the **Insurers** without delay.
 - b) to dispose of the carcass to the best advantage and the amount realised will belong to the **Insurers**
 - c) at **Your** own expense to provide any information and evidence that the **Insurers** may require accompanied by veterinary certificates and proofs as to the identity and value of any animal.
9. **Payment Of Claims** (Not applicable to Part 3 – Legal Expenses)
The **Insurers** may at any time, **Policy** liability having been admitted, pay the Limit of Indemnity or the Sum Insured (after the deduction of any sum already paid) or any less amount for which a claim can be settled and shall be under no further liability.
10. **Option To Reinstate** (Not applicable to Part 3 – Legal Expenses)
If the **Insurers** elect or become bound to reinstate or replace any property the **Insured** shall at their own expense produce and give to the **Insurers** such plans, documents, books and information as the **Insurers** may reasonably require. The **Insurers** shall not be obliged to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Sum Insured thereon.
11. **Right Of Entry** (Not applicable to Part 3 – Legal Expenses)
On the happening of any destruction or **Damage** in respect of which **You** make or may make a claim under the **Policy**, the **Insurers** and every person authorised by the **Insurers** may without thereby incurring any liability and without diminishing the right of the **Insurers** to rely upon any Conditions of this **Policy** enter, take or keep possession of the building or premises where the destruction or **Damage** has happened and may take possession of or require to be delivered to them any of the property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner. This Condition shall be evidence of the leave and licence of **You** to the **Insurers** so to do. If the **Insured** or anyone acting on their behalf shall not comply with the requirements of the **Insurers** or shall hinder or obstruct the **Insurers** in doing any of the above-mentioned acts then all the benefits under the **Policy** shall be forfeited. **You** shall not in any case be entitled to abandon any property to the **Insurers** whether taken possession of by the **Insurers** or not.
12. **Warranties**
Any Warranty to which the property insured or item thereof is or may be made subject shall from the time the Warranty attaches apply and continue to be in force during the whole term of this **Policy**. If **You** do not comply with any such Warranty, whether it increases the risk or not, this shall be a bar to any claim in respect of such property or item.

2. General Policy Conditions

13. Pro- Rata Contribution

(Not applicable to Legal Liabilities Sections, Money Personal Assault Section or Personal Accident Section and Part 3 – Legal Expenses)

If at the time of any **Damage** resulting in **Loss** under this **Policy** there be any other insurance effected by **You** or on **Your** behalf covering such **Loss** or any part of it, the liability of the **Insurers** shall be limited to their rateable proportion of such **Loss**.

14. Material Alteration

You must give Rural Insurance Group Ltd acting for the **Insurers** immediate notice in writing via **Your Intermediary** of any alteration which materially affects the risk insured. If **You** have any doubts as to whether or not a fact is material, then it should be disclosed.

15. Subrogation Rights

If **You** make any claim under this **Policy**, **You** must at the request and the expense of the **Insurers** do and concur in doing and permit to be done all such things as may be reasonably required by the **Insurers** for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the **Insurers** shall be or would become entitled or subrogated upon its paying for or making good any destruction or **Damage** under this **Policy** whether such acts and things shall become necessary or required before or after the indemnification by the **Insurers**.

16. EU Disclosure Clause (Not applicable to Part 3 – Legal Expenses)

You are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary, this insurance shall be subject to English Law.

17. Contracts (Rights of Third Parties) Act 1999

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

18. Subjectivity Condition

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

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

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

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

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

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

2. General Policy Conditions

Subjectivity Condition (continued)

Our requirements and decisions will take effect from the date(s) specified unless and until **We** agree otherwise in writing. If **You** disagree with **Our** requirements and/or decisions, **We** will consider your comments and where **We** consider appropriate, will continue to negotiate with **You** to resolve the matter to **Your** and **Our** satisfaction. In the event that the matter cannot be resolved:

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

Except where stated all other **Policy** terms and conditions will continue to apply.

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

3. General Policy Exclusions

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

1. Radioactive Contamination and Explosive Nuclear Assemblies Exclusion

This **Policy** does not cover

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

b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to or arising from

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

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

2. War and Civil War Exclusion Clause

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

This Exclusion shall not apply in respect of Section 9 of this **Policy**

3. Territorial Limits Exclusion (Not applicable to Part 3 Legal Expenses)

Damage or consequential loss occurring outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

4. Northern Ireland Overriding Exclusion

Notwithstanding anything in this **Policy** or in any extensions thereof, it is hereby declared and agreed that as an Exclusion overriding all other Terms (including the nature and terms of perils insured against) this **Policy** does not cover **Loss** or destruction of or **Damage** to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:

(i) civil commotion

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

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

3. General Policy Exclusions

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

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

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

5. Terrorism Exclusion

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes **Loss**, injury, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the **Loss**.

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

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

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

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

6. Electronic Date Recognition Exclusion

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

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

3. General Policy Exclusions

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

but this shall not exclude:

- (a) any ensuing physical **Loss** or **Damage** to property insured;
 - (i) resulting from a peril insured under this **Policy** and
 - (ii) which is not otherwise excluded;

or

- (b) any consequential loss, as covered under this **Policy**, which may arise from such ensuing physical **Loss** or **Damage**.

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

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

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

8. **Further Exclusions**

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

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

4. Optional Policy Clauses **(only applicable if stated in the Schedule)**

1A Rent

We will not be liable to pay **You** for Rent unless the said Building be destroyed or **Damaged** by fire or by any other peril hereby insured against and to be rendered unfit for occupation and only for such a proportion of the Rent as may be equivalent to the time necessary for reinstating the **Damage** sustained but not exceeding the Sum Insured thereon.

2A Temporary Removal (Deeds and Documents)

The insurance in so far as it applies to deeds and other documents (including stamps thereon) manuscripts, plans and writings of every description and books (written and printed) extends to cover such property for an amount not exceeding ten per cent of the value thereof whilst temporarily removed from the **Insured's Premises** and whilst in transit by road or rail or inland waterway all in Great Britain Northern Ireland the Isle of Man and the Channel Islands.

3A Mortgages

The rights of the Mortgagee hereunder shall not be prejudiced by any act of the Mortgagor or occupier of any Building insured hereby provided that the Mortgagee shall immediately on becoming aware thereof give notice in writing to **Us** and shall pay such reasonable additional premium as may be required

4A Contract Price

In respect of goods sold but not delivered for which **You** are responsible and with regard to which under the condition of sale the sale contract is cancelled by reason of the fire or any other peril hereby insured against either wholly or to the extent of the **Loss** or **Damage** the liability of the **Insurers** shall be based on the contract price and for the purpose of Average the value of all goods to which this Clause would in the event of **Loss** or **Damage** be applicable shall be ascertained on the same basis .

5A Reinstatement

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

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

4. Optional Policy Clauses **(only applicable if stated in the Schedule)**

Special Provisions To Reinstatement Clause

1. The work of reinstatement (which may be carried out upon another site and in any manner suitable to **Your** requirements subject to the liability of the **Insurers** not being thereby increased) must be commenced and carried out with reasonable despatch otherwise no payment beyond the amount which would have been payable under the Section if this Clause had not been incorporated therein shall be made.

2. When any property insured under this Clause is **Damaged** or destroyed in part only, the liability of the **Insurers** shall not exceed the sum representing the cost of which the **Insurers** could have been called upon to pay for reinstatement if such property had wholly been destroyed.

3. No payment beyond the amount which would have been payable under the Section if this Clause had not been incorporated therein shall be made until the cost of reinstatement shall have actually been made.

4. Each item insured under this Clause is declared to be separately subject to the following Condition of Average namely: -

If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstatement if the whole of the property covered by such item had been destroyed exceeds the Sum Insured thereon at the breaking out of any fire or commencement of any destruction of or **Damage** to such property by any other peril hereby insured against then **You** shall be considered as being **Your** own insurer for the difference between the Sum Insured and the sum representing the cost of reinstatement of the whole property and shall bear a rateable proportion of the **Loss** accordingly.

5. No payment beyond the amount which would have been payable under the Section if this Clause had not been incorporated therein shall be made if at the time of any destruction of or **Damage** to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the **Insured** which is not upon the identical basis of reinstatement set forth therein.

6. Where by reason of any of the above Special Provisions no payment is to be made beyond the amount which would have been payable under the Section if this Clause had not been incorporated therein the rights and liabilities of the **Insurers** and the **Insured** in respect of the destruction or **Damage** shall be subject to the Terms, Conditions, Warranties, Exclusions, Endorsements and Limits of the **Policy** including any Condition of Average therein as if this Clause had not been incorporated therein.

6A Fire Extinguishing Appliances Warranty

In consideration of fire extinguishing appliances kept or situated on the **Premises** it is Warranted and **You** hereby undertake; -

- (a) to make an inspection of the appliances every week for the purpose of ascertaining that they are in all respects maintained and in proper working order
- (b) to remedy promptly any defect whether disclosed by such inspection or otherwise
- (c) that the **Insurers** are advised of any substantial reduction in the fire extinguishing appliances

Subject to the observance of the above undertaking this Section shall not be invalidated by any defect in any of the said appliances due to circumstances beyond **Your** control.

4. Optional Policy Clauses **(only applicable if stated in the Schedule)**

7A Stock Declaration

This **Policy** is subject to the following Declaration Conditions: -

The first and annual premiums are provisional subject to the following

- a) The value of the property on the last day of each month shall be declared in writing by **You** to Rural Insurance Group Ltd acting on behalf of the **Insurers** within sixty days thereafter and if declarations be not so given **You** shall be deemed to have declared the maximum sum as the value.
- b) On the expiry of each **Period of Insurance** the actual premium shall be calculated on the average amount declared ie. the total of the sum declared divided by the number of declarations
- c) If the actual premium be greater than the provisional premium **You** shall pay the difference to **Us**. If the amount is less, the difference shall be paid to **You** but in no case shall the amount repaid to **You** exceed one third of the provisional premium paid

8A Subrogation (Waiver of)

In the event of a claim arising under this Section **We** agree to waive any rights remedies or relief to which **We** might become entitled by subrogation against

- (a) any Company standing in relation of parent or subsidiary (subsidiary to parent) to the **Insured**
- (b) any Company which is a subsidiary of a parent Company of which **You** are yourself a subsidiary

In each case within the meaning of Section 154 of the Companies Act 1948

- (c) accidental **Damage** to underground utility services and any telephone services extending from the building to the main for which **You** are responsible

9A Long Term Agreement.

We will allow **You** a discount of five per cent off the net premiums on sections 1- 12, 16- 19 of Part 1 and A-H of Part 2 inclusive of this **Policy** if **You** have signed an agreement to offer this insurance to **Us** for three consecutive years, on the terms and conditions in force at the expiry of each **Period of Insurance** and to pay the premiums annually in advance it being understood that: -

- a) **We** shall be under no obligation to accept an offer made in accordance with the said undertaking.
- b) the Sum Insured may be reduced at any time to correspond with a reduction in value.

The above mentioned undertaking applies to any **Policy** or policies which may be issued for the **Insurers** in substitution for this **Policy** and the same discount shall be allowed off the net premiums on any substituted **Policy** or policies issued for the **Insurers** as aforesaid.

4. Optional Policy Clauses **(only applicable if stated in the Schedule)**

10A Notice of Interest Clause

The Interest of the below mentioned is hereby noted in respect of the following sections(s) of this **Policy**:

Interest:

Section:

11A Welding Warranty

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

Blow Lamps and Blowtorches

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

Electric, Oxyacetylene or Similar Welding or cutting Equipment

- 1) The area in which the equipment is to be used is cleared of loose combustible material, which is moved to a distance of not less than 20 feet.
- 2) Combustible floors and immobile material in the area in which the equipment is to be used are first covered with sand or by overlapping sheets of incombustible material.
- 3) A suitable fire extinguisher of 2 gallons capacity is kept available for immediate use.
- 4) An examination to detect potential sources of fire or explosion is made in and about the area in which such equipment has been used after the completion of the day's work and in any event the site is not vacated for at least 30 minutes after the use of the equipment.
- 5) Before applying heat to metal built into or projecting through walls floors or ceilings an examination is made to ensure that no part of the metal work is in hazardous proximity to combustible material.
- 6) Stub ends of welding rods are disposed of so that they do not come into contact with combustible material.

Vessels For the Heating Of Bitumen or Bituminous Compounds

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

12A Alarm Warranty

It is warranted that; -

1. The Burglar Alarm at the premises
 - a) has been installed in accordance with the Alarm Company's System Design Specification lodged with and approved by **Us** and shall not be amended in any way without **Our** prior consent.

4. Optional Policy Clauses
(only applicable if stated in the Schedule)

- b) shall be put into full and proper operation at all times when the **Premises** are left unattended.
- c) shall be maintained under contract by the said Alarm Company throughout this **Period of Insurance**.

2. **You** shall give immediate notice to Rural Insurance Group acting on behalf of the **Insurers** following any advice from the Police that their service is being withdrawn

13A Livery Stables Clause

A The insurance in respect of tack provided by this Farm **Policy** - Section 2 Peril 12 - Theft, is subject to the following warranties:

- i) All buildings are to be of brick or stone construction and roofed with slates or tiles.
- ii) The insurance is operative solely if such theft or attempt thereat involves entry to the buildings by forcible and violent means.
- iii) The final exit door is fitted with a deadlock which conforms to British Standard 3621: all other external doors are each fitted with a deadlock which conforms to the aforesaid British Standard, or mortised security bolts at the top and bottom.

B The insurance by Farm **Policy** - Section 3 - Fatal Injury to Livestock is amended as follows: -

This Section covers Fatal Injury to livestock belonging to **You** or in the care custody or control of **You** caused solely by violent accidental and visible means whilst on and away from **Your Premises** and whilst being conveyed by a motor vehicle including loading and unloading on or from such vehicle at **Your farm Premises**.

C The insurance by Farm **Policy** - Section 11 - Public/Products Liability is amended as follows: -

The total amount for all damages payable under this Section, to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent or attributable to one source or original cause shall not exceed £1,000,000.

The insurance by this Section excludes any liability arising under the Riding Establishments Acts 1964/1970 or any legislation substituted therefore.

C1 Notwithstanding anything contained to the contrary in this Section **We** will indemnify **You** against liability at law for loss of or injury to animals in the charge or under the control of **You** or any of **Your** employees for an amount not exceeding: -

- i) £5,000 in respect of any one animal.
- ii) £10,000 in any one **Period of Insurance** but excluding the first £50 of each and every claim under the extended cover provided by this endorsement.

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

Policy Cover –

Part 1 - Farm Policy

Introduction

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

Section 1 - Farm Buildings

Your Cover

In the event of the Property or Building(s) insured or any part of such Property or Building(s) being destroyed or **Damaged** at the **Premises** during the **Period of Insurance** by an Insured Peril as specified hereunder, **We** will pay **You** the value of the Property or Building or any part thereof or the amount of the **Damage** at the time of the happening of the **Damage** or may at our option repair, reinstate or replace such Property or Building or any part thereof if the Peril(s) is shown as operative on the **Schedule**

Definitions that apply to this Section of the Policy

- a) Property - the property specified in Section 1 - Farm Buildings of the **Policy Schedule**.
- b) Buildings shall include the following:
 - a) the interior decorations and the landlords fixtures and fittings in or on the Buildings
 - b) walls, gates and fences around and pertaining to the Buildings and used in connection therewith all owned by **You** or for which **You** are responsible
 - c) external fire escapes, hoists, gangways, external clocks, staircases, water tanks over or forming roofs of buildings, small ancillary buildings and structures on the same premises and used in connection with the **Business**.
 - d) external trunks, conveyors, shafting, belting, cables, ropes, service pipes and similar equipment all the property of the **Insured** or for which they are responsible and used in connection with the **Business** at the **Premises**.
- c) Plan no(s) - Plan no (s) refer to the plan(s) of the **Premises** lodged with Rural Insurance Group Ltd, copies of which are available on request.

Insured Perils - applicable if stated in the attached **Policy Schedule**.

- 1 Fire (whether resulting from explosion or otherwise) not occasioned by or happening through:-
 - i) its own spontaneous fermentation or heating
 - ii) riot, civil commotion, earthquake, subterranean fire
- 2 Aircraft and other aerial devices or articles dropped therefrom excluding destruction or **Damage** occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Section 1 - Farm Buildings

- 3 Explosion
- 4 Lightning
- 5 Earthquake
- 6 Riot, Civil Commotion, Strikers, Locked out workers, Persons taking part in Labour Disturbances or Malicious Persons excluding:-
 - a) **Loss** of or **Damage** occasioned by or happening through confiscation or destruction or requisition by order of the Government or any Public Authority
 - b) **Loss** or **Damage** resulting from cessation of work.
 - c) as regards destruction or **Damage** (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation:-
 - i) destruction or **Damage** by theft
 - ii) the first £250 of any amount payable hereunder.
- 7 Storm or Tempest or Flood excluding:
 - a) destruction or **Damage** by frost, subsidence or landslip
 - b) destruction or **Damage** to fences, gates and moveable property in the open
 - c) the first £250 of each and every **Loss** per building subject to a maximum excess of £500 in respect of each separate **Location** in respect of storm or tempest.
 - d) the first £250 of each and every **Loss** due to flood.
- 8 Bursting or Overflowing of Water Tanks, Apparatus or Pipes excluding:
 - a) destruction or **Damage** by water leaking or discharged from an automatic sprinkler installation
 - b) the first £250 of each and every **Loss**
- 9 Impact with the Property insured by any road vehicle (including fork lift trucks), train or animal, excluding the first £250 of each and every **Loss** caused by any vehicle or animal belonging to or under the control of the **Insured** or any member of his family permanently residing with him, or the **Insured's** staff or employees.
- 10 Impact by falling trees, telegraph poles, lampposts, wind turbines, pylons or parts of them, excluding:-
 - a) gates
 - b) the first £250 of each and every **Loss** caused by or in consequence of the felling or lopping of trees by the **Insured** or his staff or employees.
- 11 Theft or any attempt thereat
- 12 Bursting, Overflowing or Leakage of fuel oil and fertiliser storage tanks excluding the first £250 of each and every **Loss**.
- 13 Defective Oil Vaporisation of any fixed oil burning heating appliance

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

Section 1 - Farm Buildings

Special Conditions

- 1 Without detriment to **Your** rights under this **Policy**, in the event of **You** entering into a contract to sell **Your** interests in the Property or Buildings, and between exchange of contracts and completion of the sale the Property or Buildings is **Damaged** by an Insured Peril, the contracting purchaser who completes the purchase will have the benefit of the insurance in respect of such **Loss** or **Damage** up to the date of completion, but only to the extent that the contracting purchaser cannot recover his **Loss** from elsewhere.
- 2 Sums Insured in respect of Property or Buildings are declared to be subject to Average. If the Property or Buildings insured thereby shall, at the breaking out of any fire or at the commencement of any destruction or **Damage** to such Property or Buildings by any other peril hereby insured against, be of greater value than such Sum Insured, then **You** shall be considered as being **Your** own Insurer for the difference and bear a rateable proportion of the **Loss** accordingly.
- 3 In respect of farm Buildings when the Sum Insured is based on the cost of rebuilding in modern materials providing comparable facilities to existing structures, for the purposes of any Condition of Average the value of the building will be calculated on a modern materials basis including removal of debris costs.

In the event of **Loss** the maximum amount payable under this Section in respect of any one building shall not exceed the cost of a modern building providing those comparable facilities.

- 4 Any Sum Insured stated in the **Policy Schedule** will be adjusted in accordance with an index produced by the Department for Environment, Food and Rural Affairs (DEFRA), or in accordance with a suitable alternative index.
- 5 All items insured by this Section are subject to the undernoted clauses:-

a) Foundations

Where any insurance on buildings is subject to any Condition of Average, such insurance does not include the part below the level of the floor of the lowest storey (whether such floor constitutes the flooring of the basement or otherwise).

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

b) Removal of Debris

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

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

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

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

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

Section 1 - Farm Buildings

c) Repairs and Alterations

Joiners and other tradesmen are allowed on the premises for the purposes of effecting repairs and/or minor structural alterations in all or any of the buildings insured without prejudice to this insurance.

d) Landlords and Freeholders

Anything done by the occupier of a Building without **Your** authority or knowledge whereby the danger of destruction or **Damage** is increased shall not prejudice **Your** position under this Section provided that **You** immediately on becoming aware thereof give notice in writing to the **Insurers** and pay such reasonable additional premium as may be required.

e) Additions

We will extend this insurance to include in respect of each item additional buildings (as defined herein) or additions or extensions to existing buildings for an additional amount not exceeding 10% of the Total Sum Insured on Buildings, but only in so far as such Property is not otherwise insured by or on behalf of the **Insured** and it being understood that this extension does not include appreciation in value.

The **Insured** undertakes to give particulars of such additional insurance each half year and to pay the pro rata additional premium due, if any, from the date of inception thereof and the Section to be endorsed accordingly. Following notification of any such additional insurance, the provisions herein are fully reinstated.

f) Professional Fees

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

g) Public Authorities

We will extend this insurance to include such additional cost of reinstatement of the destroyed or **Damaged** Property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations or framed in pursuance of any Act of Parliament or with Bye-Laws of any Municipal or Local Authority. Provided always that the amount recoverable under this extension shall not include:-

- a) the cost incurred in complying with any of the aforesaid regulations or Bye-Laws
 - i) in respect of destruction or **Damage** occurring prior to the granting of this extension.
 - ii) in respect of destruction or **Damage** not insured by this Section.
 - iii) under which notice has been served on **You** prior to the happening of the destruction or **Damage**.
 - iv) in respect of undamaged Property or undamaged portions of Property other than foundations (unless foundations are specifically excluded from this insurance) of that portion of the Property destroyed or **Damaged**.
- b) the additional cost that would have been required to make good the Property **Damaged** or destroyed to a condition equal to its condition when new, had the necessity to comply with any of the aforesaid regulations or Bye laws not arisen.

Section 1 - Farm Buildings

- 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 Bye-Laws or regulations.

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

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

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

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

h) Change of Use

You must give Rural Insurance Group Ltd immediate notification in writing via **Your Insurance Broker** when any Building or any portion of a Building referred to in this Section is to undergo a change of use from Agricultural purposes, and **You** shall pay any additional premium that may be chargeable in consequence thereof

i) Own Premises Contamination Clean Up Costs

We will indemnify **You** for the cost of removing nullifying or cleaning up of polluting or contaminating substances to **Your** land within the **Premises** shown as insured on the **Policy Schedule** provided that:-

1. the polluting or contaminating substances have escaped from the confines of a fixed tank on or within the **Premises** specifically designed for the purpose of containing such substances
2. the escape of the polluting or contaminating substances was due to a sudden unintended identifiable and unexpected incident occurring in its entirety at a specific time and place during the **Period of Insurance**
3. **We** will not be liable for any costs which result in improvement or alteration in the condition of the land or watercourse or body of water on the **Premises**
4. **We** will not be liable for the first £250 of each and every incident
5. **Our** maximum liability any one incident shall not exceed £7,500 and no more than £25,000 in total in any one **Period of Insurance**.
6. where indemnity is provided under this extension no other indemnity for the same incident will be accepted elsewhere in the **Policy**

Conditions Precedent to Liability

It is a condition precedent to liability under this extension that

1. all fixed tanks are maintained in a good state of repair
2. all fixed tanks are under 15 years of age

Section 1 - Farm Buildings

3. the contents of the fixed tanks are suited to the tank manufacturers guidelines for storage therein
4. all tanks must be provided with secondary containment bunding to at least 110% of their capacity in accordance with current guidelines and/or are manufactured and installed to the Control of Pollution (Oil Storage) (England) Regulations 2001 (or other local similar Regulations if the **Premises** are located outside the jurisdiction of England) or subsequent modifying legislation
5. 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 (4) above for cover to be operative.

j) Own Premises Illegal Waste Removal Costs (Fly tipping) Extension

We will indemnify **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:

1. on discovery of such illegal waste immediate notice is made to the Police and/or other local or government authorities as required
2. **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**
3. **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
4. **We** will not be liable for costs and expenses for waste which was deposited with **Your** or **Your** Employees agreement or consent
5. **We** will not be liable for the first £250 of each and every incident
6. **Our** maximum liability under this extension shall not exceed £5,000 per incident and no more than £10,000 in any one **Period of Insurance**.
7. where indemnity is provided under this extension no other indemnity for the same incident will be accepted elsewhere in the **Policy**.

Section 2 - Farm Contents

Your Cover

In the event of **Loss** or **Damage** to the property insured at the **Premises** or part of such property during the **Period of Insurance** by an Insured Peril as specified hereunder, **We** will pay **You** the value of the property or any part thereof or the amount of the **Loss** or **Damage** at the time of the happening of the **Loss** or **Damage** if the Peril(s) is shown as operative on the **Schedule**

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

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

Section 2 - Farm Contents

12 Theft, including attempt thereat excluding:-

- i) **Loss** or **Damage** occasioned by or in collusion with any member of **Your** family or business staff.
- ii) unexplained mysterious disappearance/and or shortage of stock
- iii) the first £100 of each and every **Loss**.

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

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

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

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

- (a) **Loss**, destruction or **Damage** in respect of any building which is redundant.
- (b) more than £5,000 in any one **Period of Insurance**.
- (c) the first £250 of each and every **Loss** at each separate **Premises** as ascertained after the application of the Condition of Average, if applicable **Losses**
- (d) recoverable from any other source including Part 2 – Home Policy of this **Policy**.

Special Conditions

1 Temporary Removal

Notwithstanding the terms of Peril 12 above, this Section of the **Policy** extends to include any property insured hereby whilst temporarily removed for a maximum period of six months anywhere in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands including transit. The amount insured by the said item shall stand reduced by the value of the property so removed in the terms of this Condition. The protection afforded by this extension of cover applies only in so far as such property so removed is not otherwise insured.

2 Application of Average

If the following items appear in the **Policy Schedule**, they are deemed to be subject to the Special Condition of Average (Special Condition 3):

Hay and Straw
Grain Seed and the like
Silage/Roots
All other produce
Deadstock and Produce

Section 2 - Farm Contents

Livestock
Poultry – heated
Poultry – unheated
All agricultural produce
Livestock permanently housed.
Growing Timber

If the following items appear in the **Policy Schedule**, they are deemed to be subject to the Pro Rata Condition of Average (Special Condition 4):

Machinery Plant and Implements
Grain drying plant and machinery
Poultry appliances – heated
Dairy Equipment
Tools

3 **Special Condition of Average**

Wherever a Sum Insured is said to be subject to the Special Condition of Average, if at the time of any **Loss** or **Damage** such 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.

4 **Pro Rata Condition of Average**

Wherever a Sum Insured is said to be subject to the Pro-rata Condition of Average, if at the time of any **Loss** or **Damage**, such Sum Insured on any item of the property insured is less than the total value of such property, **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable proportion of the **Loss** accordingly.

5 **Consequential Loss**

All consequential loss or **Damage** subsequent upon the happening of an Insured Peril specified above is specifically excluded.

6 **Custody and Control**

The property insured by this Section extends to include property not belonging to **You** whilst in **Your** custody or control, or for which **You** are responsible

Additional Benefits

a) **Removal of Debris**

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

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

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

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

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

Section 2 - Farm Contents

b) Additions

In respect of items on the **Schedule** that incorporate machinery the insurance extends to include, in respect of each item, additional machinery for an amount not exceeding 10% of the Sum Insured on machinery forming that item from the time **You** became responsible therefore. But only in so far as such property is not otherwise insured by or on behalf of **You**, it being understood that this extension does not include appreciation in value.

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

c) Designation

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

d) Electrical Apparatus

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

e) Customers Goods

If **You** have accepted responsibility for **Loss** or **Damage** to goods which are the property of **Your** customers or for which **Your** 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 stated in the **Policy Schedule** to this Section covering Deadstock except in so far as they may be more specifically insured elsewhere.

f) Motor Vehicles

Notwithstanding anything contained to the contrary herein **We** will not be liable for any **Loss** or **Damage** to any motor 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 except in respect of any excess (not exceeding the sum hereby insured) beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.

g) Automatic Reinstatement of Loss

In consideration of the Sums Insured by this Section not being reduced by the amount of any **Loss** the **Insured** undertake to pay the appropriate extra premium on the amount of such **Loss** from the date thereof to the date of expiry of the **Period of Insurance**.

Section 2 - Farm Contents

h) Own Premises Contamination Clean Up Costs

We will indemnify **You** for the cost of removing nullifying or cleaning up of polluting or contaminating substances to **Your** land within the **Premises** shown as insured on the **Policy Schedule** provided that:-

1. the polluting or contaminating substances have escaped from the confines of a fixed tank on or within the **Premises** specifically designed for the purpose of containing such substances
2. the escape of the polluting or contaminating substances was due to a sudden unintended identifiable and unexpected incident occurring in its entirety at a specific time and place during the **Period of Insurance**
3. **We** will not be liable for any costs which result in improvement or alteration in the condition of the land or watercourse or body of water on the **Premises**
4. **We** will not be liable for the first £250 of each and every incident
5. **Our** maximum liability any one incident shall not exceed £7,500 and no more than £25,000 in total in any one **Period of Insurance**
6. where indemnity is provided under this extension no other indemnity for the same incident will be accepted elsewhere in the **Policy**

Conditions Precedent to Liability

It is a condition precedent to liability under this extension that

1. all fixed tanks are maintained in a good state of repair
2. all fixed tanks are under 15 years of age
3. the contents of the fixed tanks are suited to the tank manufacturers guidelines for storage therein
4. all tanks must be provided with secondary containment bunding to at least 110% of their capacity in accordance with current guidelines and/or are manufactured and installed to the Control of Pollution (Oil Storage) (England) Regulations 2001 (or other local similar Regulations if the **Premises** are located outside the jurisdiction of England) or subsequent modifying legislation
5. 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 (4) above for cover to be operative.

i) Own Premises Illegal Waste Removal Costs (Fly tipping) Extension

We will indemnify **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:-

1. on discovery of such illegal waste immediate notice is made to the Police and/or other local or government authorities as required
2. **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**
3. **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
4. **We** will not be liable for costs and expenses for waste which was deposited with **Your** or **Your** Employees agreement or consent
5. **We** will not be liable for the first £250 of each and every incident
6. **Our** maximum liability under this extension shall not exceed £5,000 per incident and no more than £10,000 in any one **Period of Insurance**.
7. where indemnity is provided under this extension no other indemnity for the same incident will be accepted elsewhere in the **Policy**.

Section 3 - Fatal Injury To Livestock Away From the Premises

Your Cover

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

1. **Cover A ("Full" away cover including transit)**
AWAY from **Your Premises** or whilst being conveyed by a motor vehicle including loading and unloading on or from such vehicle at **Your farm Premises**
or
2. **Cover B (transit only cover)**
being conveyed by a motor vehicle including loading and unloading on or from such vehicle at **Your farm Premises** .

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

Definitions that apply to this Section of the Policy

Fatal Injury:

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

Limit of Indemnity

The liability of the **Insurers** in respect of such injury to any one animal shall not exceed the market value of that animal at the time of injury and in any event not exceed £5,000 any one animal unless otherwise advised to and agreed in writing by **Us**.

The **Insurers'** overall liability shall not exceed the total value specified in the **Schedule**.

Extensions

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

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

Special Condition of Average

The total of all livestock owned by **You** or in transit at any one time has been declared by **You** to be as stated in the **Schedule** and if at the time of the Fatal Injury that sum is less than 75% of the open market value of the livestock **You** shall be considered to be **Your** own insurer for the difference and bear a rateable share of the **Loss** accordingly.

Section 3 - Fatal Injury To Livestock Away From the Premises

Exclusions

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

Section 4 - Livestock Worrying

Your Cover

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

Definitions that apply to this Section of the Policy

Fatal Injury:

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

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

Limit of Indemnity

The liability of the **Insurers** in respect of such Fatal Injury to any one animal shall not exceed the market value of that animal at the time of injury and in any event not exceed £1500 any one animal unless otherwise advised to and agreed to in writing by **Us**.

The **Insurers'** overall liability shall not exceed the total value specified in the **Schedule**.

Extensions

We will also extend cover to include

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

Special Condition Of Average

The total of all livestock owned by **You** at any one time has been declared by **You** to be as stated in the **Schedule** and if at the time of the Fatal Injury that sum is less than 75% of the market value of the livestock **You** shall be considered to be **Your** own insurer for the difference and bear a rateable share of the **Loss** accordingly.

Exclusions

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

Section 5 - Money

Your Cover

1. **We** will indemnify **You** against **Loss** of or **Damage** to Money held in connection with the **Business** as stated in the **Schedule** within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except for
 - (i) **Loss** arising from fraud or dishonesty of **Your** employees not discovered within 7 working days of its occurrence;
 - (ii) **Loss** from any machine operated by notes, coins or tokens
 - (iii) **Loss** from any unattended vehicle;
 - (iv) Any consequential loss or shortages due to error or omission or any depreciation in value;
 - (v) **Loss** resulting from any business transaction

2. In addition **We** agree to by payment, replacement or repair, indemnify **You** in respect of **Loss** or **Damage** to
 - (a) any specified safe/ strongroom - details of which have been approved and lodged with **Us**
 - (b) Money in the specified safefollowing theft or attempted theft there from.

3. **Damage** to clothing and/or personal effects belonging to **You** or any person employed by **You** following robbery or any attempt thereat away from the **Premises**. Limit any one person £250.

Definitions that apply to this Section of the Policy

Money

Shall be deemed to consist of cash, banknotes, currency, cheques, postal and money orders, credit company sales vouchers, current postage stamps, National Insurance stamps, trading stamps, luncheon vouchers, Value Added Tax purchase invoices, consumer redemption vouchers, gift tokens and National Savings Certificates **You** own or for which **You** are responsible

Business Hours

Shall mean **Your** usual office 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 Indemnity

Unless the **Schedule** to this Section provides details to the contrary the standard Limits of Indemnity under this Section are:-

- | | Limit Any One Loss |
|---|---------------------------|
| 1. Stamped National Insurance cards, crossed cheques, crossed Giro cheques, crossed money orders, crossed postal orders, crossed bankers drafts, crossed warrants, National Savings Certificates, premium savings bonds, franking machine impressions, credit company sales vouchers and VAT invoices | £100,000 |

Section 5 - Money

- | | | |
|----|---|--|
| 2. | Other Money not specified in 1 above and not contained in a locked safe in | |
| | a) the Insured's office Premises outside Business Hours | £1,000 |
| | b) the private dwelling houses of the Insured , his principals
or authorised employees | £1,000 |
| | c) while in a locked safe (this limit may be increased
subject to details of the safe being notified to and
approved by the Insurers) | £1,000 |
| | d) any other Loss | the Limit shown in the
Policy Schedule |

Warranties

- 1 Where cash in transit exceeds £2,500 the carrier must be an able bodied adult between 16 and 65 years of age and must be accompanied by a similarly classified person.
- 2 Where cash in transit exceeds £5,000 the carrier must be an able bodied adult between 16 and 65 years of age and must be accompanied by two similarly classified persons.

Conditions

- 1 A complete record shall be kept of the Money in transit and on the **Premises** and such record shall be deposited in a secure place other than the safes which contain the Money
- 2 Safe keys must be removed from the **Premises** outside Business Hours unless the **Premises** are also the **Insured's** private residence when safe keys should be kept in a secure place not in the vicinity of the safe

Optional Extension

Personal Assault

If stated as operative on the Schedule the following cover applies

Your Cover

We will pay **You** compensation if **You** or any director, partner or employee of **Yours** aged between 17 or 70 whilst engaged in duties in connection with the **Business** as stated in the **Schedule** suffers bodily injury caused solely by violent, accidental, external and visible means directly as a result of robbery or hold-up or any attempt thereat except for death, injury or disablement caused by or arising wholly or in part from any physical condition, defect or infirmity existing prior to the happening of the event insured against

We will pay **You** compensation and to **Your** legal personal **Representative** as the case may require of the maximum sum or sums set out in the Table of Benefits hereunder

Table Of Benefits.

If bodily injury shall independently of any other cause result within 12 months in:

- | | | |
|---|--|---------|
| 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 of 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 |

Section 5 - Money

- 4 Temporary Total Disablement from attending to business of any and every kind - benefit for the duration of such disablement but not beyond 104 weeks from the date on which the insured person became disabled at the weekly rate of £75

Claims Settlement

1. An insured person shall not be entitled to benefit under more than one of Clauses 1 to 4 of the Table of Benefits in respect of any one assault, and payment of benefit under Clauses 1 to 4 shall terminate the insurance by this Section for such insured person as from the date of the accident.
2. The **Insurers** shall not be called upon to make any payment under this Section in respect of any accident until the entire amount payable thereof is ascertained and agreed. No sum payable shall carry interest.
3. After sustaining injury
 - i) The insured person must as early as possible place himself under the care of a medical practitioner
 - ii) The insured person shall act upon medical advice and if so required submit to medical examination on behalf of and at **Our** expense.
 - iii) In no case shall **We** be liable to pay **You** compensation in respect of the insured person unless the medical advisors appointed by **Us** for the purpose shall be allowed so often as may be deemed necessary to make an examination of the insured person.
 - iv) **You** must give **Us** immediate notice in the event of the death of an insured person.
 - v) Any payment under this Section of the **Policy** in respect of an assault will discharge all other claims under the Section in respect of the same assault.
4. This Section does not cover death or bodily Injury sustained outside the limits of Great Britain Northern Ireland the Isle of Man or the Channel Islands.

Section 6 - Farm Goods In Transit

Your Cover

In the event of **Loss** or **Damage** to the Property Insured whilst being loaded or unloaded to or whilst in a vehicle and or its trailer belonging to or on loan or hired to **You** whilst in transit, during the **Period of Insurance**, **We** will pay to **You** the value of the Property Insured or any part thereof as set out below

At **Our** option, **We** will

- 1 pay to **You** the value of such property at the time of its **Loss** or destruction, or the amount of the **Damage**
- or
- 2 choose to reinstate or replace such property or any part of it.

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

Definitions that apply to this Section of the Policy

Property Insured

- (a) Agricultural and horticultural produce, consumable stores and machinery (including spare parts and accessories) belonging to **You** or for which **You** are responsible, and pertaining to the **Business** specified in the **Schedule**.
- (b) **Your** own sheets, ropes, chains, toggles or packing materials on vehicles – Sum Insured unlimited in amount.
- (c) **Your** personal effects or any effects of **Your** employees not otherwise more specifically insured whilst in the vehicle - limit any one person any one **Loss** £500.
- (d) Tools where specifically mentioned in the **Schedule** on any vehicle up to the maximum limit stated in the **Schedule**.

Tools

Tools, tool kits or test equipment connected with the **Business** and the property or responsibility of the **Insured**

Extensions

We will also pay **You** for costs and expenses reasonably incurred in

- a) the removal of debris and clearance of the site following destruction of, or **Damage** to Property Insured to a maximum amount of £5,000
- b) transfer of the Property Insured to another vehicle as a direct consequence of the conveying vehicle being involved in a collision, a fire or the overturning of such vehicle or impact with any object.

Section 6 - Farm Goods In Transit

Conditions

- 1 If **We** elect, or become liable to reinstate or replace any property, **We** will not be bound to reinstate or replace exactly or completely, but only as circumstances permit and in a reasonably sufficient manner. **We** will not in any case be bound to expend, in respect of such property, more than the load limit on that property.
- 2 In the absence of written notice by **You** or **Us** to the contrary, the Sums Insured stated in the **Schedule** shall not stand reduced by the amount of any **Loss**, and **You** will agree to pay the appropriate additional premium on the amount of **Loss** from the date thereof to the date of expiry of the **Period of Insurance**.

Exclusions

Notwithstanding anything contained herein to the contrary within the General Exclusions, **We** will not pay **You** for

- 1) **Loss**, destruction or **Damage** caused by or resulting from: -
 - a) rainwater, frost, explosives or goods of a dangerous nature, leakage or spillage of any liquid or goods from a receptacle, wear and tear, scratching, vermin, moth, insects or inherent vice or defect
 - b) theft by employees unless discovered within seven days of its occurrence
 - c) riot, strike or civil commotion, lockouts, labour disturbances, or confiscation, requisition, destruction or **Damage** by order of any Government or Public or Local Authority
 - d) electrical or mechanical derangement or breakdown
 - e) **Losses** occurring outside the limits of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
 - f) **Loss** or **Damage** resulting from theft or attempted theft from any unattended vehicle unless all doors, windows and other points of access have been securely locked and fastened and the keys removed and any other security devices including those fitted to trailers have been correctly set to operate
- 2) **Loss**, destruction or **Damage** to livestock, deeds, bonds, bills of exchange, money, securities for money, bank notes, credit cards, stamps, precious stones, jewellery, explosives or goods of a dangerous nature or to any mechanically propelled vehicle
- 3) Any consequential loss

Section 7 and 8 Business Interruption - Introduction

Your Cover

In the event of interruption to, or interference with, **Your Business** at the **Premises** due to the happening of an Insured Peril during the **Period of Insurance We** will pay you for loss of Revenue, additional expenditure, Increased Cost of Working, Rent Receivable or other items as may be described in these Sections if they are shown as being covered, and if the Insured Peril is shown as being operative, on the **Schedule**

Insured Perils

- 1 Fire (whether resulting from explosion or otherwise) not occasioned by or happening through its undergoing any process involving the application of heat (other than grain drying).
- 2 Aircraft and other aerial devices or articles dropped therefrom.
- 3 Explosion
- 4 Lightning
- 5 Earthquake
- 6 Riot, Civil Commotion, Strikers, Locked out workers, Persons taking part in Labour Disturbances or Malicious Persons excluding **Loss of or Damage:-**
 - i) by confiscation or destruction or requisition by order of the Government or any Public Authority
 - ii) resulting from cessation of work.
 - iii) by theft
- 7 Subterranean Fire
- 8 Fire caused by its own Spontaneous Fermentation, heating or combustion
- 9 Accidental electrocution of livestock.
- 10 Impact by any vehicle (including fork lift trucks) train or animal excluding **Loss or Damage** to or of growing crops or livestock.
- 11 Impact by falling trees, telegraph poles, lampposts, wind turbines, pylons or parts of them.

Definitions that apply equally to Section 7 and 8

Annual Revenue:

The Revenue earned during the twelve months immediately before the date of the **Damage**.

Revenue:

Money paid or payable to **You** in respect of goods sold and services rendered in the course of the **Business** at the **Premises**.

Section 7 and 8 Business Interruption - Introduction

Rent Receivable:

The money paid or payable to **You** as rent in respect of those portions of the **Premises** which are let to tenants.

Standard Gross Rentals:

The gross rentals in respect of that period in the twelve months immediately before the date of the **Damage** which corresponds with the Indemnity Period.

Annual Gross Rentals:

The gross rentals in respect of the twelve months immediately before the date of the **Damage**.

In the case of both Standard Gross Rentals and Annual Gross Rentals adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or special circumstances affecting the **Business** either before or after the **Damage**, or which would have affected the **Business** had the **Damage** not occurred, so that the figures thus adjusted shall as nearly as may be reasonably practicable reflect the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

Clauses that apply equally to Section 7 and 8

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.

Current Cost Accounting

For the purposes of these definitions any adjustment implemented in current cost accounting shall be disregarded.

Payments on Account

Payments on account may be made during the Indemnity Period if desired, subject to any necessary adjustment at the termination of such period.

Premium Adjustment

You shall, within six months of the expiry of each **Period of Insurance**, declare in writing to **Us** the 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, **You** shall pay **Us** an additional premium 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 50% 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**.

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 **You** 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 of this **Policy** and reporting that such particulars or details are in accordance with **Your** books of account or other business books or records. It is understood that the amount payable for such fees shall not exceed those authorised under the scale of various Institutions and/or bodies regulating such charges.

Section 7 and 8 Business Interruption - Introduction

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**.

Tax

To the extent that **You** are accountable to the tax authorities for Value Added Tax, all terms in this **Policy** shall be exclusive of such tax.

Underinsurance

If the sum insured by any item on the **Schedule** insuring Revenue or Rent Receivable is less than the Annual Revenue or Annual or Standard Gross Rentals, as appropriate, (increased proportionality where the maximum indemnity period exceeds twelve months) **Our** liability under that item will be proportionately reduced.

Condition that applies equally to Sections 7 & 8

We may avoid liability under either 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 for and on behalf of **Us**.

Exclusions that apply equally to Sections 7 & 8

Sections 7 and 8 do not cover: -

- i) the first £100 of each and every **Loss**
- ii) the deliberate act of any utility supply Authority or company or by the exercise of any such Authority or company of its power to withhold or restrict supply.

Section 7 – Business Interruption - Revenue

The Insurance

The insurance under this Section is limited to: -

- a) Loss of Revenue sustained in consequence of the **Damage** 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 **Damage** 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 additional expenditure not been incurred

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: -

- i) in respect of any period of 12 months, or part thereof, during the Indemnity Period: twice the Annual Revenue;
- ii) nor in total: five times the Annual Revenue.

Definitions that apply to this Section of the Policy

Indemnity Period:

The period beginning with the occurrence of the **Damage** and ending not later than the period of months specified on the **Schedule** during which the **Business** shall be affected in consequence of the **Damage**.

Conditions

Our liability under this Section is conditional upon there being in force, at the time of the occurrence of the **Damage**, an insurance covering the interest of the **Insured** in the property at the **Premises** against such **Damage** and on payment having been made or liability admitted therefore under such insurance, unless agreed to the contrary by **Us**.

Section 8 - Business Interruption – Alternative Basis

A) Increased Cost of Working

The Insurance

In the event of the interruption of **Your Business** due to the happening of an insured contingency, **We** will pay to **You** additional expenditure necessarily and reasonably incurred by **You** in consequence of the **Damage** or in order to minimise the interruption to or interference with the **Business** during a period not exceeding twelve consecutive calendar months from the date of the **Damage**.

This insurance also includes within the Sum Insured stated in the **Policy Schedule** an amount in respect of reasonable charges payable by **You** to **Your** auditors or **Your** 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**. The amount payable hereunder is limited to 10% of the Sum Insured.

Provided that

- a) the liability of the **Insurers** shall not exceed the sum stated in the **Policy 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.

B) Rent Receivable

The Insurance

The insurance under this item is limited to loss of Rent Receivable and the amount payable as indemnity hereunder shall be:

The amount by which the Rent Receivable during the Indemnity Period shall, in consequence of the **Damage**, fall short of the Standard Gross Rentals, provided that if the Sum Insured by this item be less than the Annual Gross Rentals (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

Definitions that apply to this Section of the Policy

Indemnity Period:

The period beginning with the occurrence of the **Damage** and ending not later than the Maximum Indemnity Period thereafter during which the results of the **Business** shall be affected in consequence of the **Damage**.

Maximum Indemnity Period:

12 Months

Section 9 - Employers Liability

Your Cover

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

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

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

Limits of Indemnity

The total amount for all damages (including interest) payable under this Section and all costs and expenses (including, where covered, the costs of defending a health and safety legislation prosecution) in respect of all Injuries sustained as a result of any one occurrence or series of occurrences arising from one original cause during the **Period of Insurance** shall not exceed £10,000,000 (Ten million pounds)- this limit shall apply in the aggregate in the event of Injury to more than one Employee.

Special Condition

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

Act of Terrorism

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

Section 9 - Employers Liability

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

Radioactive Contamination and Explosive Nuclear Assemblies Exclusion

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

Extensions

1. Other Costs and Expenses

We will pay

- (a) the solicitor's fee for **Your** representation and/or the representation of any person shown in paragraph 2 of this Section at: -
 - (i) any coroners inquest or Fatal Accident Inquiry
 - (ii) proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty
- (b) all other costs and expenses incurred with **Our** written consent

in connection with any claim to which the indemnity expressed in this Section applies. The liability of the **Insurers** in respect of any one occurrence or series of occurrences arising from one original cause shall not exceed the Limit of Indemnity.

2. Indemnity to Principal

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

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

3. Health and Safety at Work, etc Act 1974

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

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

Section 9 - Employers Liability

Definitions that apply to this Section of the Policy

Business

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

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

Employee(s)

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

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

Injury

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

Principal

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

Exclusions

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

Section 10 - Agricultural Wages Act

Your Cover

This Section is an extension to Section 9 of the **Policy** and is operative only if so stated in the **Schedule** to this **Policy**

Agricultural Wages Act

In the event of being required under the provisions of the Agricultural Wages Act 1948 (or any equivalent and subsequent amending legislation) to pay sick pay (as defined in such legislation) to any persons covered by the provisions of the Act this Section extends to indemnify the **Insured** but only to the extent that the **Insured** is unable to recover such payment from any other source.

If at the time of any incident which results in a claim under this Section, there is also a claim under Section 13 of this **Policy** (Personal Accident and Sickness Insurance – Individual) 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.

Section 11 - Public/Products Liability

Your Cover

1 Public Liability

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

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

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

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

during the **Period of Insurance**

2 Products Liability

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

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

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

3 Additional Insurance

The indemnity provided by this Section will also apply:-

- (A) in the event of **Your** death, to any personal **Representative** of **Yours** in respect of liability incurred by **You**, and if **You** so request:
- (B) to any director or partner of **Yours** or any Employee in respect of liability for which **You** would have been entitled to indemnity under this Section if the claim had been made against **You**.
- (C) to any officer or member of **Your** canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services in his/ her capacity as such

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

Section 11 - Public/Products Liability

Contractual Liability

A) Public Liability

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

B) Products Liability

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

Limits of Indemnity

The total amount for all damages (including interest) payable under this Section to any claimant or any number of claimants shall be:

- 1) £5,000,000 in respect of any one occurrence or series of occurrences arising from any one event
- 2) £5,000,000 in the aggregate in respect of all events happening during any period of insurance in respect of Products supplied
- 3) £5,000,000 in the aggregate in respect of all Pollution or Contamination which is deemed by **Us** to have occurred during any one **Period of Insurance**.

Exclusions

This Section does not cover liability:

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

Section 11 - Public/Products Liability

Exclusions

- 5 for Injury, loss or Damage caused by or through or in connection with the ownership, possession or use by **You** or on **Your** behalf of:-
- (a) any mechanically propelled vehicle or machine or any implement or trailer attached thereto in circumstances in respect of which insurance or security is necessary to meet the requirements of Road Traffic legislation
- This Exclusion shall not apply to the loading or unloading of vehicles unless **Your** Motor Certificate/policy includes cover for such risks
- (b) any Vessel or Craft other than hand propelled watercraft
- 6 for Injury loss or Damage arising from remedial or professional or other advice or treatment, given or administered or omitted by **You**, any of **Your** directors, partners or Employees, for which a fee is or would normally be charged
- 7 for loss or Damage to that part of any Property on which **You** or **Your** agent are/is or have/ has been working where the loss or Damage is as a direct result of such work
- 8 for the cost of repair, alteration, removal or replacement of any Product or for damages in respect of a reduction in the contract value of the Product
- 9 arising out of any goods or any container thereof sold, supplied, handled, serviced, repaired, renovated or let on hire by **You** which with **Your** knowledge, are used in aircraft, aerospace or petrochemical industries
- 10 arising out of electronic components sold, supplied, handled, serviced, repaired, renovated or let on hire by **You** which with **Your** knowledge, are for use in computers
- 11 for Injury, loss or Damage arising in connection with any Product which with **Your** knowledge, is exported to Canada or the United States of America
- 12 for Injury loss or Damage caused by the diffusion of dust, liquid or gas except for **Your** own farming purposes on land owned or rented by **You**, either by **You** or **Your** contractor provided neither is otherwise insured.
- 13 for Injury, loss or Damage caused by the use or storage of explosives other than for farming or agricultural purposes on land owned or rented by **You**
- 14 for Injury, loss or Damage arising from the use of land or buildings owned or rented by **You** and not forming part of the **Premises**.
- 15 for Pollution or Contamination occurring in Canada and/or the United States of America
- 16 for Pollution or Contamination occurring outside Canada and/or the United States of America unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance** provided that all Pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place and shall be deemed to be one incident irrespective of the number of **Periods of Insurance** over which such Pollution or Contamination occurs

Section 11 - Public/Products Liability

- 17 for fines, penalties or punitive, exemplary or liquidated damages arising out of Pollution or Contamination
- 18 for Injury loss or Damage arising out of:
- i) exposure to
 - ii) inhalation of
 - iii) fears of the consequence of exposure to or inhalation of
 - iv) the costs incurred by anyone in repairing, removing, replacing, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos, including any product containing **Asbestos**.

Extensions

1 Other Costs and Expenses

We will pay

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

in connection with any claim to which the indemnity expressed in this Section applies. The liability of the **Insurers** in respect of any one occurrence or series of occurrences arising from one original cause shall not exceed the Limit of Indemnity.

2 Indemnity to Principal

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

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

3 Health and Safety at Work etc, Act 1974

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

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

Section 11 - Public/Products Liability

4 Motor Contingent Liability

Notwithstanding Exclusion 5 (a), **We** will indemnify **You** in respect of liability at law arising out of the use of any motor vehicle, which is not **Your** Property nor provided by **You**, being used for the purposes of the **Business**.

This Extension does not cover :-

1. Damage to any such vehicle
2. Injury, loss or Damage caused while **You** are driving such vehicle
3. liability which is insured or would, but for the existence of this Extension, be insured under any other policy or policies.

5 Previous Premises

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

This Extension does not cover :-

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

6 Damage to Rented Premises

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

This Extension does not cover :-

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

7 Consumer Protection Act

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

This Extension does not cover :-

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

Section 11 - Public/Products Liability

8 Pollution – Statutory Clean Up Costs Extension

We will indemnify **You** in respect of all sums which **You** become legally liable to pay for **Remediation** or **Clean Up Costs** within the United Kingdom the Channel Islands or The Isle of Man arising solely as a direct result of a legally binding order notice or requirement being made against **You** by a government agency or other regulatory body as a direct result of **Pollution or Contamination**

Provided always that:-

1. such **Pollution or Contamination** (as defined in this Section of the **Policy**) is caused by a sudden unintended identifiable and unexpected incident occurring in its entirety at a specific time and place within the **Period of Insurance**
2. **We** will only pay for **Remediation** or **Clean Up Costs** arising solely under an environmental directive statute or statutory instrument enacted and in force at the time of the **Pollution or Contamination**
3. the total amount payable under this Extension for all **Pollution or Contamination Remediation** and **Clean Up Costs** shall not exceed £1,000,000 in any one **Period of Insurance** inclusive of all costs and expenses
4. where indemnity operates under this extension no other indemnity for the same incident will be accepted elsewhere in the **Policy**

Definitions applicable to this extension and section:

1. **Clean Up Costs** – costs directly incurred in the testing for or monitoring of **Pollution or Contamination** following the issue of a legally binding order notice or requirement against **You**
2. **Remediation** – Remedying the effects of **Pollution or Contamination**

Exclusions:

We will not be liable in respect of:-

1. **Remediation** or clean up carried out on any land premises body of water watercourse owned leased hired or tenanted by **You** or which is otherwise in **Your** custody of control or for which **You** are in any way legally responsible
2. **Remediation** and **Clean Up Costs** which result in any betterment or improvement or alteration in the condition or status of the land atmosphere or watercourse or body of water beyond that which was in the existence prior to any **Pollution or Contamination**
3. **Remediation** and **Clean Up Costs** for the reinstatement or reintroduction or provision of any living organism or natural habit
4. measures ordered or required to be undertaken at any alternative site to that directly affected by the **Pollution or Contamination**
5. The first 10% of each and every **Remediation** and **Clean Up Costs** subject to a minimum contribution by **You** of £250 up to a maximum of £5000.

Section 11 - Public/Products Liability

Definitions that apply to this Section of the Policy

Business

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

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

Damage

Physical destruction of or damage to Property

Employee(s)

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

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

Injury

Bodily injury (which includes death disease or illness).

Pollution or Contamination

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

Principal

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

Product

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

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

Property

- (a) Material Property
- (b) Other property where loss or Damage arises from trespass, nuisance or any interference with right of way, light, air or water

Vessel or Craft

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

Section 12 - Financial Loss

Financial Loss Extension - operative only if so stated in the **Schedule** to this **Policy**

This Section is an extension to Section 11 of the **Policy** and is subject to the Terms, Provisions, Conditions, Warranties, Exclusions, Limits and Endorsements of Section 11 unless otherwise stated below.

Your Cover

We will pay **You** for any Financial Loss unaccompanied by or unrelated to loss of or damage to material property

Sum Insured

We will pay **You** up to a maximum indemnity of £10,000 in the **Period of Insurance**

Exclusions

The indemnity provided by this Extension shall not apply to the first £500 of each and every Loss

Section 13 - Personal Accident and Sickness Insurance

Your Cover

If an Insured Person named in the **Schedule** of Insured Persons sustains Bodily Injury or suffers Sickness during the **Period of Insurance**, **We** will pay to the Insured Person or to the Insured Person's Executors or Administrators the amounts as stated in the Schedule of Compensation after the total claim has been ascertained.

Provided always that:

1. a) Compensation shall not be payable under more than one of the items of the Schedule of Compensation in respect of the consequences of one Accident (except for any compensation payable hereunder in respect of Temporary Total Disablement preceding Permanent Total Disablement or following Accident only, Temporary Partial Disablement following Temporary Total Disablement) or of one Sickness to any one Insured Person, and

b) No weekly compensation shall become payable until the total amount thereof has been ascertained and agreed. If, nevertheless, payment be made for weekly compensation, the amount so paid shall be deducted from any lump sum becoming claimable in respect of the same Accident or Sickness.
2. The total sum payable under this Section in respect of any one or more claims in respect of any one Insured Person shall not exceed in all the largest Sum Insured under any one of the items contained in the Schedule of Compensation or added to this **Policy** by endorsement.
3. If Module 1 of the Schedule of Compensation is not covered, then no claim shall be payable, other than for weekly compensation in respect of any Accident which would have given rise to a claim under Module 1 had that item been covered.
4. If Module 1 of the Schedule of Compensation is covered and an Accident causes the death of the Insured Person within twelve months following the date of the Accident and prior to the definite settlement of the compensation for disablement provided for under Modules 1 and 2 of the Schedule of Compensation, there shall be paid only the compensation provided for in the case of death.
5. Compensation shall only be payable under items of the Schedule of Compensation if:
 - a) Under Module 1, death occurs within twelve months of the date of the Accident;
 - b) Under Module 1 to 3 Loss occurs within twelve months of the date of the Accident;
 - c) Under Modules 1 and 2 the Insured Person becomes totally disabled within twelve months of the date of the Accident, and such disablement lasts for twelve consecutive months.

Section 13 - Personal Accident and Sickness Insurance

Definitions that apply to this Section of the Policy

Words in the masculine gender shall include the feminine.

Accident /Accidental

means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which the Insured Person is travelling.

Air Travel

means being in or on or boarding an aircraft for the purpose of flying therein or alighting there from following a flight.

Bodily Injury

means identifiable physical injury which

- a) is caused by an Accident and
- b) solely and independently of any other cause, except Sickness directly resulting from, or medical or surgical treatment rendered by such injury, occasions the death or disablement of the Insured Person within twelve months of the date of the Accident

Insured Person

shall mean the individual named on the **Schedule** as being in receipt of benefits under this Section

Loss of Limb

means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.

Loss of Sight

shall mean the total and irrecoverable loss of sight of one or both eyes

Loss of Speech

shall mean the total and irrecoverable loss of the power of speech

Loss of Hearing

shall mean the total and irrecoverable loss of hearing

Loss of a Finger/Thumb

shall mean the loss by total physical separation of a finger or thumb.

Loss of a Toe

shall mean the loss by total physical separation of a toe

Permanent Total Disablement

means disablement which entirely prevents the Insured Person from attending to their usual business or occupation as stated on **The Proposal** form, and which lasts twelve months and at the expiry of that period is beyond hope of improvement.

Sickness

means Sickness of the Insured Person which first manifests itself during the **Period of Insurance**.

Temporary Partial Disablement

means temporary disablement which prevents the Insured Person from attending to a substantial part of their business or occupation.

Section 13 - Personal Accident and Sickness Insurance

Temporary Total Disablement

means temporary disablement which entirely prevents the Insured Person from attending to his business or occupation of any and every kind.

Exclusions

Notwithstanding anything contained herein to the contrary, this **Policy** does not cover death or disablement directly or indirectly arising out of or consequent upon or contributed to by:

1. the Insured Person engaging in or taking part in
 - a) naval, military or air force service or operations other than reserve or volunteer training;
 - b) winter sports (other than non-competitive skating or curling)
 - c) skin diving involving the aid of breathing apparatus, rock climbing or mountaineering normally involving the use of ropes or guides, potholing, hang gliding, parachuting, hunting on horseback, or driving or riding in any kind of race.
 - d) driving or riding on motor cycles or motor scooters other than on mopeds;
2. the Insured Person engaging in Air Travel except as a passenger in a properly licensed multi engine aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern;
3. suicide or attempted suicide or intentional self-injury or the Insured Person being in a state of insanity;
4. venereal disease or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named;
5. deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured Person's own criminal act, or the Insured Person being under the influence of alcohol or drugs;
6. the Insured Person suffering from any pre-existing condition defect or infirmity known to **You** unless it has been declared to and been specifically accepted by the **Insurers**, or contributed to by pregnancy / childbirth of the Insured Person, or any Sickness not common to both sexes;
7. the Insured Person's failure to pass a medical examination which is required for maintenance of any form of license or policy upon which his usual occupation depends;
8. Sickness manifesting itself within 21 days of inception of the **Policy**. This exclusion shall not apply at subsequent renewals.

Conditions

1. If an Insured Person shall regularly engage in any occupation, sport, pastime or activity in which materially greater risk may be incurred than declared in connection with this Section without first notifying Rural Insurance Group Ltd acting on behalf of the **Insurers** and obtaining their written agreement to the amendment of this Section (subject to the

Section 13 - Personal Accident and Sickness Insurance

payment of such additional premium as the **Insurers** may reasonably require) then no claim shall be payable in respect of any Accident or Sickness arising therefrom.

2. Notice must be given to Rural Insurance Group Ltd acting on behalf of the **Insurers** via **Your Intermediary** within 30 days of any Accident or Sickness which causes or may cause disablement within the meaning of this **Policy**, and the Insured Person must as early as possible place himself under the care of a duly qualified medical practitioner.
3. Notice must be given to Rural Insurance Group Ltd acting on behalf of the **Insurers** as soon as reasonably practicable in the event of the death of the Insured Person resulting or alleged to result from an Accident.

It is a condition precedent to **Insurers'** liability to pay compensation to the Insured Person or his **Representatives**, that all medical records, notes, and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of **Insurers** and such medical adviser or advisers shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make examination of the person of an Insured Person.

Interest

No sum payable under this Section shall carry interest.

Schedule Of Compensation

Benefit Module	Schedule of Benefits	Benefit per unit of cover
1	Accidental death and Loss of Limb, Loss of Sight in one or both eyes, total Loss of Speech, Loss of Hearing	£10,000
2	Accidental Permanent Total Disablement from usual occupation	£10,000
3	Loss of any one Thumb	£1,500
	Loss of any one Finger or big Toe	£500
	Loss of any other Toe	£250
4	Accident or Sickness resulting in Temporary Total Disablement	£50 per week
	Accident only resulting in Temporary Partial Disablement	£20 per week
5	Accident only resulting in Temporary Total Disablement	£50 per week
	Accident only resulting in Temporary Partial Disablement	£20 per week

Any Benefit payable under Modules 4 or 5 is subject to a maximum benefit period and an excess period during which no benefit shall be payable as stated in the **Policy Schedule**.

Sections 16, 17, 18, and 19 - All Risks of Physical Loss or Damage

General terms and conditions applying

Your Cover

If the property or any part of such property suffers **Loss** or **Damage** by any accident or misfortune whilst within the Territorial Limits **We** will, by payment or at **Our** option by reinstatement, replacement or repair, indemnify **You** against such **Loss** or **Damage**.

Limit

The total amount payable during any one **Period of Insurance** in respect of each item shall not exceed the Sum Insured stated against such item.

Average

If at the commencement of any **Loss** or **Damage** covered under any Item of Sections 16 to 19 inclusive, the value of property covered by such Section shall be collectively greater than the Sum Insured thereon, **You** shall be considered as being **Your** own Insurer for the difference and shall bear a rateable share of the **Loss** or **Damage** accordingly.

Exclusions

Notwithstanding anything contained herein to the contrary within 'General Exclusions', **We** will not cover **You** for:-

- 1 **Loss** or **Damage** caused by wear and tear, any gradually operating cause or any process of cleaning, dyeing, repairing or restoring.
- 2 Electrical, electronic or mechanical breakdown or derangement, unless caused by accidental damage to the exterior of the item.
- 3 **Loss** due to depreciation.
- 4 Consequential loss of any kind.
- 5 Delay, confiscation or detention by any Government or other Officials or Authorities.
- 6 **Loss** or **Damage** directly caused by vermin, insects, toxic mould, fungus or condensation except in respect of Section 16 Uncollected Milk, Contamination of Milk.

Definitions that apply to Sections 16-19 of the Policy

Territorial Limits

The **Premises** or as may otherwise be agreed by the **Insurers**

Section 16 - Uncollected Milk Indemnity

Your Cover

We will pay **You** the amount of compensation as specified in the **Schedule** but not exceeding the Total Sum Insured specified in the **Schedule** in the event of

- i) **Your** Milk Purchaser in Great Britain, Northern Ireland the Isle of Man and the Channel Islands, or its authorised agent being unable to collect milk product at **Your Premises** which would otherwise have been collected under the terms of **Your** contract for the sale of milk to the purchaser, and
- ii) in direct consequence thereof said milk is wasted or spoiled

resulting in the **Loss** of milk.

Excess

As stated in the **Policy Schedule**.

If at the time of any **Loss** emergency milk storage equipment of a capacity equal to at least one day's milk production (or three days production if **You** have an Every other Day Collection contract) has been used by **You** at the **Premises**, then no excess is applicable hereunder.

Event

For the purpose of this **Policy** an event shall commence on the first occasion the purchaser is unable to collect the milk from **You** and shall cease when collection has resumed.

Where collection has been resumed and ceases again before three successive collections have been made the subsequent interruption shall not constitute a separate event for the purpose of applying the Excess.

Exclusions

We shall not be liable to pay **You** for any **Loss** as a direct consequence of

- a) The outbreak of a notifiable animal disease at the **Premises**
- b) The outbreak or suspected outbreak of a notifiable animal disease elsewhere than at the **Premises** occurring prior to the inception of this **Policy**.
- c) Any strike, lockout or industrial dispute which commenced or of which notice of intent was given to **You** prior to the inception of this **Policy**.
- d) **Loss**, destruction or **Damage** by any cause of or to buildings, bulk milk tanks or other property at the **Premises**
- e) Breakdown or failure of machinery or plant at the **Premises**
- f) Contamination of milk whilst at the **Premises**
- g) Riot, civil commotion or malicious **Damage** in Northern Ireland.
- h) Any **Losses** arising within seven days of the inception of this **Policy**

Section 16 - Uncollected Milk Indemnity

Extensions to Section 16

Contaminated Milk Extension

Applicable only if stated on the **Policy Schedule**

Notwithstanding Exclusion f) of this Section the insurance by this Extension includes contamination of **Your** milk from any accident or misfortune except as specifically excluded hereby, provided that the **Insurers'** liability shall not exceed £1,000 in respect of any one event and a maximum of two events in any one **Period of Insurance**, not less than six months apart.

Provided that such contamination, for the purposes of this Extension, shall mean contamination arising from or caused by a sudden identifiable, unintended and unexpected incident which occurs at a specific time and place during the **Period of Insurance**.

Exclusions

- i) The first £100 of each and every **Loss**.
- ii) Any **Losses** recoverable from **Your** milk purchaser.

Section 17 - Frozen Bovine Semen/Flasks/Liquid Nitrogen

Your Cover

We will pay **You** up to the Sum Insured as specified in the **Schedule** in the event of **Loss** or **Damage** to frozen Bovine Semen and/or flasks and/or liquid nitrogen

Definitions

Bovine Semen referred to in the **Policy Schedule** means Bovine Semen stored in straws in nitrogen flasks.

Sum Insured

The amount payable in respect of any one straw shall not exceed £100 provided that the total amount recoverable shall not exceed the Sum Insured hereby

Exclusions

We will not pay **You** for **Loss** or **Damage**:

- (a) caused by a failure to maintain an adequate quantity of liquid nitrogen in the storage flask;
- (b) due to a destruction order by any Authority;
- (c) consequent upon any change in the law relating to the storage of semen.

Section 18 - Oil/Fertiliser Tanks and Their Contents

Your Cover

We will pay **You** up to the Sum Insured as specified in the **Schedule** in the event of **Loss** or **Damage** to Oil/Fertiliser tanks and/or the contents thereof

Sum Insured

As stated in the **Policy Schedule**

Section 19 - Office Contents

Your Cover

In the event of **Loss** or **Damage** to **Your** Property as specified in the **Schedule** during the **Period of Insurance**, **We** will pay to **You** the value of the Property or any part(s) thereof, or the amount of the **Damage** at the time of the happening of the **Damage** or **We** may at **Our** option repair, reinstate or replace such Property or any part thereof.

Definitions that apply to this Section of the Policy

Property

All office contents (including outdoor signs and nameplates, aerials and satellite dishes) which belong to **You** or for which **You** are responsible and used in connection with the **Business** as stated in the **Schedule**

Landlord's fixtures and fittings, improvements and decorations which are **Your** responsibility as a tenant.

All fixed internal and external glass and fixed sanitary ware.

Personal effects not otherwise insured which belong to **You** or to any partner, director or any employee of the **Business**.

Items more specifically described in the **Schedule**.

Additional Insurance

We also pay **You** for **Loss(es)** in respect of:-

- i) **Your** legal responsibility to pay the cost of repairing any **Damage** to the buildings arising from theft or attempt thereat
- ii) the cost of boarding up broken windows, which are the subject of a valid claim
- iii) **Your** legal responsibility to pay for the cost of repair of accidental **Damage** to cables and underground service pipes.

Multiple Premises

If the Property insured is at more than one **Premises** the terms of the **Policy** apply separately to the Property at each **Premises**.

Section 19 - Office Contents

Sums Insured

In respect of the following Property the total amount **We** will pay shall not exceed the limit shown

		Maximum Sum Insured
1	Personal effects of any one person	£300
2	Property temporarily removed from the buildings	£1,000
3	Any one deed, document, plan, drawing or business book.	£300
4	Any one computer system record.	£1,000
5	Drugs or precious metals	£1,000

The Sum Insured and Claims Settlement

The Sum Insured must be adequate to include all Property on a replacement as new basis plus provision for the Sums Insured above.

We shall pay the cost of replacement as new unless the **Damage** can be economically repaired in which case **We** may elect to pay the cost of repair.

The total amount payable under this Section in respect of any claim(s) is limited to the Sum Insured stated in the **Policy Schedule**, but the Sum Insured will be reinstated in full from the date of the **Loss** or **Damage**.

If at the time of any **Loss** or **Damage** the Sum Insured represents less than 85% of the replacement value as new of the Property **We** shall pay a similarly reduced proportion of the **Loss** or **Damage**.

Specific Exclusions

In respect of this Section we will not pay for

- 1 Money as defined in Section 5 of this **Policy**- Money
- 2 Personal effects other than in the **Premises**
- 3 Any living creature.
- 4 Motor vehicles and their fitted accessories.
- 5 Theft or **Loss** arising from fraud or dishonesty involving any partner, director or employee of the **Insured**.
- 6 **Loss** or **Damage** caused by erasure or distortion of information on computer records caused:-
 - i) by defects in such records
 - ii) whilst mounted in or on any machine or data processing apparatus unless caused by **Damage** to the machine or apparatus.
 - iii) by a magnetic flux unless such flux is directly caused by lightning.
- 7 The first £25 of each and every claim

Part 2 - Home Policy

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

Section A - Private House - Buildings

Definitions that apply to this Section of the Policy

Buildings

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

Unoccupied

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

Voluntary Excess

If an amount is shown under the heading Voluntary Excess in the **Schedule** to this Section then the amount of that **Excess** applies to Paragraphs A1 -10, C2 and C3, and replaces any **Excess** amount shown in those paragraphs.

Basis of Cover (stated in the **Policy Schedule**)

<u>Standard Cover</u>	(Excludes Accidental Damage and Legal Fees).
<u>Accidental Damage</u>	(Includes all sections hereunder).

Section A - Private House - Buildings

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

Section A - Private House - Buildings

<p>7 Frost or the freezing of water</p>	<p>Pools, hard courts, dry stone walls, paths, patios, drives, gates, fences, hedges and garden water tanks</p> <p>The first £50 of each and every Loss</p> <p>External paintwork and decorations</p> <p>Loss or Damage</p> <p>i) caused by the escape of water as described in paragraph A6</p> <p>ii) within the Buildings occurring whilst the private dwelling is Unoccupied at the time of Loss</p>
<p>8 Aircraft and other aerial devices or anything dropped from them.</p>	<p>The first £50 of each and every Loss.</p>
<p>9 Impact by vehicles, animals or falling television and radio aerials, aerial fittings or masts or satellite dishes or their fittings</p>	<p>The first £50 of each and every Loss</p>
<p>10 Impact by falling trees, telegraph poles, lampposts, wind turbines, pylons or parts of them</p>	<p>Gates fences and hedges</p> <p>The cost of removing fallen article(s) unless it has given rise to a valid claim under this Section and Our consent has been obtained</p> <p>The first £50 of each and every Loss</p>

Section A - Private House - Buildings

<p>11 Subsidence and/or heave of the site on which the Buildings stand or the land belonging to them or Landslip and/or avalanche</p>	<p>The first £500 of each and every Loss</p> <p>Loss or Damage to pools, hard courts, walls, patios, drives, paths, gates, fences, hedges, external service tanks, sewers, drains, soil pipes, and drain inspection covers unless the Buildings are Damaged by the same cause at the same time</p> <p>Loss or Damage to or resulting from movement of solid floor slabs unless the foundations beneath the external walls of the Buildings are Damaged by the same cause and at the same time.</p> <p>Loss or Damage which compensation has been provided for or would have been but for the existence of this Policy under any contract or guarantee or by law</p> <p>Loss or Damage caused by :-</p> <ul style="list-style-type: none"> i) coastal or river bank erosion; ii) faulty workmanship, defective design, or the use of defective materials; iii) demolition of or structural alteration or structural repair or extensions to the Buildings; iv) the bedding down of new structures or the settlement of newly made up ground.
<p>12 Any Accident or Misfortune</p>	<p>Wet or dry rot and Toxic Mould</p> <p>The first £50 of each and every Loss</p> <p>Loss or Damage caused by:-</p> <ul style="list-style-type: none"> i) tenants and/or members of their household; ii) faulty workmanship, defective design or the use of defective materials; iii) settlement, shrinkage or expansion iv) Damage occurring whilst the private dwelling is Unoccupied at the time of Loss v) Damage for which claims are not payable or specifically excluded under Paragraphs A1 – 11 and 13 vi) mechanical or electrical faults or breakdown

Section A - Private House - Buildings

<p>13 Loss of Metered Water</p> <p>Provided that a claim is admitted under peril 6 hereof, additional metered water charges incurred by You</p>	<p>Any amount in excess of £750 in the Period of Insurance.</p> <p>Loss or Damage occurring whilst the private dwelling is Unoccupied at the time of Loss</p> <p>The first £50 of each and every Loss</p>
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Additional Insurance	Exclusions – We will not pay for
<p>B We also insure the amount payable following Loss or Damage (the subject of a valid claim under this Section) of, or to the Buildings in respect of:-</p>	
<p>1 Architects, surveyors, consultants and legal fees necessarily and reasonably incurred to rebuild or repair the Buildings</p>	Any fee incurred in preparing a claim
<p>2 The costs incurred with Our consent of removing debris and making the Buildings safe.</p>	
<p>3 The additional cost of rebuilding or repairing the damaged part of the Buildings to comply with statutory regulations or local authority byelaws.</p>	Costs relating to Loss or Damage occurring after notice to comply has been served on You

Extensions	Exclusions – We will not pay for
<p>C We also pay You in respect of:-</p>	
<p>1 Loss of rent payable by You (including a maximum of two years ground rent) and the reasonable additional costs of alternative accommodation incurred by You if the Buildings are made uninhabitable by any cause insured against under paragraphs A 1-12, if insured, but only during the period necessary to restore the Buildings to habitable quality/condition.</p>	<p>Any amount exceeding 20% of the Buildings Sum Insured</p> <p>The first £50 of each and every Loss</p>
<p>2 Accidental Damage by external means to:-</p> <p>(i) electricity, telephone/ television cables, drain inspection covers and underground water, gas, sewer and drain pipes, all for which You are responsible, extending from the Buildings to the public supply</p> <p>(ii) underground oil pipes servicing the Buildings.</p>	The first £50 of each and every Loss
<p>3 Accidental breakage of fixed glass and solar panels forming part of the Building and fitted ceramic hobs and fixed sanitary fittings in the Buildings.</p>	<p>Breakage occurring whilst the private dwelling is Unoccupied.</p> <p>The first £50 of each and every Loss</p>

Section A - Private House - Buildings

Liability at Law	Exclusions – we will not pay for
<p>D We will also indemnify You against Your liability at law arising:-</p> <p>(i) from Your ownership of the Buildings and their land</p> <p>(ii) in connection with any private dwelling which has been disposed of and which was owned/leased and occupied by You or by Your tenant for private residential purposes prior to the disposal, and incurred by reason of Section 3 of the Defective Premises Act or Section 5 of the Defective Premises (Northern Ireland) Order 1975 (or any subsequent amending legislation) provided that no current or more recent effective insurance covers the liability for damages and claimants costs in respect of accidental bodily injury (including death, disease or illness) or accidental loss of or damage to property occurring during the continuance of this Section.</p> <p>When any private dwelling owned/leased and occupied by You and insured by this Section has been disposed of, We shall continue to provide indemnity in respect of liability arising by reason of the above legislation for a period of seven years from the date of disposal, provided that such dwelling was disposed of prior to or at the time of the cancellation or expiry of this Section and provided that no other current or more recently effective insurance covers the liability.</p> <p>In the event of Your death, We shall provide indemnity to Your legal personal Representatives in respect of liability incurred by You and covered by this Section provided that they can observe the terms of this Policy as far as they can apply.</p> <p>We also provide the same indemnity to any other member of Your household permanently residing with You, who is the owner or joint owner of the Buildings and their land, provided that such persons(s)</p> <p>i) observes the terms of the Policy as far as they can apply.</p> <p>ii) is not entitled to indemnity under any other policy or insurance.</p>	<p>a) Injury to You or to any other member of Your household permanently residing with You and injury to any employee sustained in the course of his/her employment by You or them</p> <p>b) Injury, loss or damage arising from</p> <p>i) Your trade, profession or business or that of any other member of Your household other than the accommodation of paying guests</p> <p>ii) the use of lifts (other than a stairlift) or vehicles</p> <p>c) Loss of or damage to property belonging to You or in the custody or control of You or any other member of Your household permanently residing with You other than domestic employees</p> <p>d) Liability assumed by agreement unless the liability would have been incurred without the agreement.</p> <p>e) The first £50 of each and every Loss</p> <p>f) Injury, loss or damage arising out of:</p> <p>i) exposure to</p> <p>ii) inhalation of</p> <p>iii) fears of the consequence of exposure to or inhalation of</p> <p>iv) the costs incurred by anyone in repairing, removing, replacing, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of</p> <p>Asbestos, including any product containing Asbestos.</p>

Section A - Private House - Buildings

<p>Limit of Indemnity</p> <p>The maximum amount We shall pay for all damages and claimants' costs resulting from one original cause is £2,000,000.</p> <p>We shall also pay Your defence costs and expenses incurred with Our prior written consent.</p>	
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Legal Fees	Exclusions – We will not pay for
<p>E If paragraph A12 (Accidental Damage) is operative in respect of the Buildings where You permanently reside, We will pay the legal fees incurred with Our prior consent, in repossessing Your private dwelling following occupation by squatters.</p>	<p>Any amount exceeding £12,500</p> <p>Legal fees incurred in repossessing any private dwelling which is not Your permanent place of residence.</p> <p>Legal fees incurred in repossessing Your private dwelling from any person or persons who has/have, at any time, lived in Your private dwelling with Your actual or implied consent or agreement.</p> <p>The first £50 of each and every Loss</p>

Clauses applicable to this Section

1 Sale of Buildings Extension

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

2 Inflation Protection

Any Sum Insured stated in the **Policy Schedule** to be Index Linked will be adjusted to reflect any changes in rebuilding costs in accordance with the House Rebuilding Cost Index prepared by the Association of British Insurers or in accordance with a suitable alternative index.

In the event of a claim under this Section, the monthly index linking adjustments will continue during the period necessary for rebuilding or repair or for one year (whichever is the shorter) provided that **You** take all reasonable steps to have the rebuilding or repair work carried out without delay.

3 Underinsurance Clause

If the Sum Insured at the time of destruction or **Damage** represents less than 85% of the amount arrived at in paragraph 4(a) below, **We** shall pay only for that proportion of any **Loss** or **Damage** which the Sum Insured bears to such amount.

Section A - Private House - Buildings

4 The Sum Insured and Claims Settlement

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

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 Statutory and Local Authority requirements, fees and associated costs.

The total amount payable in respect of any claim(s) under paragraphs A 1 - 12, B 1 - 3, and C3 inclusive is limited to the Sum Insured on Buildings but the Sum Insured will be restored in full from the date of the **Damage** provided that the **Damage** is made good without undue delay.

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

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

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

- (c) If the Sum Insured at the time of the **Loss** or **Damage** represents less than the amount arrived at in accordance with paragraph 4(a) above, a deduction for wear and tear may be made.

5 Multiple Dwellings

If the Buildings of more than one private dwelling are insured, the terms of the **Policy** apply separately to the Buildings of each dwelling.

Section B - Private House - Contents

Definitions that apply to this Section of the Policy

Buildings

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

Contents

The word Contents shall mean:

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

but does not include:-

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

Unoccupied

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

Note: Limits apply to certain types of property - see Contents Clause 2 (Limits and The Sum Insured).

Basis of Cover (Stated in the **Policy Schedule**)

<u>Standard Cover</u>	Excludes Paragraph 11
<u>Super Cover</u>	All the insurance by this Section.

If an amount is shown under the heading Voluntary Excess in Section B of the **Policy Schedule** then the amount of that **Excess** applies to Paragraphs A1 - 10, C2, E1- 2, and H 1 – 3 and replaces any **Excess** shown in these paragraphs.

Section B - Private House - Contents

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

Section B - Private House - Contents

7 Aircraft and other aerial devices or anything dropped from them.	The first £50 of each and every Loss
8 Impact by vehicles, animals, or falling television and radio aerials, aerial fittings or masts or satellite dishes or their fittings	Loss or Damage caused by domestic pets The first £50 of each and every Loss
9 Impact by falling trees, telegraph poles, lamp-posts, wind turbines, pylons or parts of them.	The cost of removing the fallen article(s) unless it has given rise to a valid claim under this Section and Our consent has been obtained. The first £50 of each and every Loss
10 Subsidence and/or heave of the site on which the Buildings stand or the land belonging to them or landslip and/or avalanche.	The first £50 of each and every Loss Any cause excluded under Home Policy Buildings Part A Paragraph A11
11 Any Accident or Misfortune	Deterioration of foodstuffs Money, stamps, contact lenses, recording tapes and discs and computer software Loss or Damage caused by:- <ul style="list-style-type: none"> (i) tenants and/or members of their household (ii) any process of cleaning, dyeing repairing or renovation (iii) domestic pets (iv) mechanical or electrical faults or breakdown (v) any gradually operating cause (vi) wet and dry rot or toxic mould Loss or Damage occurring whilst the private dwelling is Unoccupied at the time of Loss Loss or Damage for which claims are payable or specifically excluded under Paragraphs A1-10 herein. The first £50 of each and every Loss

Section B - Private House - Contents

<p>12 Loss of Metered Water</p> <p>Provided that a claim is admitted under peril 6 hereof, additional metered water charges incurred by You</p>	<p>Any amount in excess of £750 in the Period of Insurance</p> <p>Loss or Damage occurring whilst the private dwelling is Unoccupied at the time of Loss.</p> <p>Losses recoverable under Section A of this Policy.</p> <p>The first £50 of each and every Loss</p>
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Additional Insurance	Exclusions – We will not pay for
<p>B</p> <p>1 We also pay You the amount payable following Loss or Damage (the subject of a valid claim under this Section) of or to the Contents in respect of the costs necessarily incurred with Our consent, of removing any part of the Contents which has been totally destroyed</p>	
<p>2 The Sum Insured on Contents is automatically increased by 10% during the month of December and the 30 days before and after Your wedding day or the wedding day of any other member of Your family permanently residing with You.</p>	

Extensions	Exclusions – We will not pay for
<p>C</p> <p>We will also pay You in respect of :-</p> <p>1 (i) Rent payable by You</p> <p>(ii) The reasonable cost of alternative accommodation (including accommodation for Your domestic pets) incurred by You</p> <p>(iii) The reasonable extra travelling costs incurred by You if the Buildings are made uninhabitable by any Insured Peril under A1-11, but only during the period necessary to restore the Buildings to habitable condition.</p>	<p>Any amount exceeding 15% in total of the Sum Insured on Contents</p> <p>Travelling expenses other than those expenses incurred in travelling to and from the places of Business or the educational establishments where You or other members of Your family permanently residing with You are either employed or being educated.</p> <p>The first £50 of each and every Loss</p>
<p>2 Accidental breakage of mirrors, glass or ceramic tops to furniture, fixed glass in furniture and aquaria and whilst in the Buildings</p>	<p>Loss or Damage to television, radio, home computer, recording and audio apparatus and light fittings and their accessories</p> <p>The first £50 of each and every Loss</p>

Section B - Private House - Contents

<p>3 Accidental Loss of or physical Damage to:-</p> <p>(i) television, radio, home computer, recording and audio apparatus by any external cause whilst in the Buildings</p> <p>(ii) television and radio aerials, aerial fittings and masts whilst in or on the Buildings</p> <p>(iii) permanently installed automatic burglar alarm equipment by any external cause whilst in or on the Buildings</p>	<p>Loss or Damage to computers, video cameras and camcorders used for professional or business purposes</p> <p>Loss or Damage caused by:-</p> <p>(i) incorrect battery polarity</p> <p>(ii) assembling or dismantling of the apparatus</p> <p>Damage excluded under Paragraph A11</p> <p>The first £50 of each and every Loss</p>
<p>4 The cost of replacing locks or lock mechanisms (including keys) of external doors to the private dwelling, the keys of which have been stolen from a Building and which form a valid claim under Paragraph A4 or Paragraph E2 of this Section</p>	<p>Any amount exceeding £300</p> <p>The first £50 of each and every Loss</p>
<p>5 The value of oil lost from a domestic heating installation following accidental damage to the domestic heating installation by an external cause.</p>	<p>Any amount exceeding £1500</p> <p>The first £50 of each and every Loss</p>

Contents in the Open	Exclusions – We will not pay for
<p>D Those Contents kept habitually in the open and those Contents temporarily removed from the Buildings but all within the boundaries of the land belonging to the Buildings are insured against Loss or Damage by any cause insured against under Paragraphs A1-10</p>	<p>Any amount exceeding £300</p> <p>Trees, other plants and garden produce</p> <p>Claims which are specifically excluded under Paragraph A1-10</p> <p>The first £50 of each and every Loss</p>

Temporary Removal of Contents	Exclusions – We will not pay for
<p>E Contents temporarily removed from the Buildings and their land but remaining within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands are insured against physical Loss or Damage:-</p>	<p>Any amount exceeding 20% of the Sum Insured on Contents</p> <p>Removal for the purposes of sale or exhibition or storage in a furniture depository or professional cleaning</p> <p>Power assisted wheelchairs</p>
<p>1 by any cause insured against under Paragraphs A1-3 and A5-10</p>	<p>Loss of or Damage to property in transit or property in the open caused by storm, tempest or flood</p> <p>The first £50 of each and every Loss</p>

Section B - Private House - Contents

<p>2 caused by theft including attempted theft :-</p> <p>(i) from any bank safe or safe deposit or whilst You or any authorised member of Your household are taking the property there or back.</p> <p>(ii) from the Building of any occupied dwelling or any other Building where You or any other member of Your family are living or employed or carrying on business</p> <p>(iii) from any other building or caravan</p>	<p>The first £50 of each and every Loss</p> <p>Money unless force is used to gain entry to or exit from a building</p> <p>Loss or Damage unless force is used to gain entry to or exit from a building or caravan</p>
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Contents whilst in transit	Exclusions – We will not pay for
<p>F Contents whilst in transit by land (including loading and unloading and overnight storage in the conveying vehicle) for permanent removal from the Buildings to another home in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands are insured against Accidental Loss or Damage.</p>	<p>Removals not carried out by professional removal contractors</p> <p>Money, stamps, precious stones jewellery and works of art</p> <p>Fragile goods unless packed by professional packers or removal contractors.</p> <p>The first £50 of each and every Loss</p>

Death of Insured Person	Exclusions – We will not pay for
<p>G If You and/or Your spouse die as a result of and within three months of a fire or theft occurring at the Buildings during the continuance of this Section, we shall pay £1,250 in respect of each and every death to Your Executors or Administrators</p> <p>It is a condition precedent to Insurer's liability to pay compensation to You or Your Representatives, that all medical records, notes, and correspondence referring to the subject of a claim shall be made available on request to any medical adviser appointed by or on behalf of the Insurers</p>	

Section B - Private House - Contents

Tenant's Liability	Exclusions – We will not pay for
<p>H If You are a tenant of the Buildings, You are insured against Your legal liability as tenant:</p>	<p>Loss or Damage occurring whilst the private dwelling is Unoccupied at the time of Loss.</p> <p>Injury, loss or damage arising out of:</p> <ul style="list-style-type: none"> i) exposure to ii) inhalation of iii) fears of the consequence of exposure to or inhalation of iv) the costs incurred by anyone in repairing, removing, replacing, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of <p>Asbestos, including any product containing Asbestos</p>
<p>1 For Loss of or Damage to the Buildings by any cause insured against under Paragraphs A2-10 of Section A - Buildings.</p>	<p>Any amount exceeding 10% of the Sum Insured on Contents.</p>
<p>2 To pay for the repair of accidental damage to cables and underground service pipes supplying the Buildings</p>	<p>Any amount exceeding 10% of the Sum Insured on Contents.</p>
<p>3 For accidental breakage of fixed glass and solar panels forming part of the Buildings and of fitted ceramic hobs and fixed sanitary fittings in the Buildings.</p>	<p>Fire Damage.</p> <p>The first £50 of each and every Loss</p> <p>Any amount exceeding 10% of the Sum Insured on Contents.</p>

Section B - Private House - Contents

Liability at Law	Exclusions – We will not pay for
<p>J We also indemnify You against liability at law incurred:-</p> <ul style="list-style-type: none"> (i) solely as occupier (not as owner) of the Buildings and their land (ii) in a personal capacity but not from the ownership of any land or Buildings (except any caravan insured under this Policy) (iii) as an employer of any domestic employee <p>for damage and claimants costs in respect of accidental bodily injury (including death, disease or illness as defined elsewhere within this Policy) or accidental loss of or damage to property occurring during the continuance of this Section.</p> <p>We also provide the same indemnity:-</p> <ul style="list-style-type: none"> (i) to any other member of Your household permanently residing with You (ii) to any person who, with Your permission, is using any caravan or watercraft insured by this Policy but only in respect of liability arising from the use of such caravan or watercraft <p>provided that</p> <ul style="list-style-type: none"> (i) they observe the terms of the Policy as far as they can apply (ii) they are not entitled to indemnity under any other Policy 	<p>Injury to You or to any other member of Your household permanently residing with You and injury to any employee sustained in the course of his/her employment by You or them (other than domestic employees)</p> <p>Injury, loss or damage arising out of Your trade, profession or business or that of any other member of Your household other than the household duties of Your domestic employees and the accommodation of paying guests</p> <p>Injury (except to Your domestic employees) or loss or damage arising out of the ownership, possession or use (other than use as a passenger having no right of control) of:</p> <ul style="list-style-type: none"> (i) any lift (other than a stairlift), mechanically propelled vehicle (other than power assisted wheel chairs, domestic garden implements and model railways) and any caravan or other trailer attached to it, or any horse drawn vehicle, watercraft (other than model or hand propelled watercraft) (ii) any animal for which a licence is required under the terms of the Dangerous Wild Animals Act 1976 or any order made under this Act. <p>Loss or damage to property belonging to or in the custody or control of You or any other member of Your household permanently residing with You other than domestic employees</p> <p>Liability assumed by agreement unless the liability would have been incurred without the agreement</p> <p>Liability arising directly or indirectly by, through or in connection with Human Immunodeficiency Virus (HIV) and/ or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused</p>

Section B - Private House - Contents

	<p>Injury, loss or damage arising out of:</p> <ul style="list-style-type: none"> i) exposure to ii) inhalation of iii) fears of the consequence of exposure to or inhalation of iv) the costs incurred by anyone in repairing, removing, replacing, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of <p>Asbestos, including any product containing Asbestos</p>
<p>Limit of Indemnity</p>	
<p>The most We shall pay for all damages including claimants' costs resulting from one original cause is £2,000,000.</p> <p>However, 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 £5,000,000.</p> <p>We will also pay Your defence costs and expenses incurred with Our prior written consent.</p>	

Contents Clauses

1 Inflation Protection

Any Sum Insured stated in the **Policy Schedule** to be Index Linked will be adjusted in accordance with the consumer durables section of the Retail Price Index prepared by the Association of British Insurers, or in accordance with a suitable alternative index.

2 Limits and the Sum Insured

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

Money
£200

Money and stamps not forming part of a collection

Stamp Collections

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

Section B - Private House - Contents

High Risk Property

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

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

Visitors Property

£200 The property of any one visitor

Satellite Dishes

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

Deeds and Other Documents

£200 in total

The total amount payable in respect of any claim(s) under Paragraphs A1-11, B1, C2, C3, and F inclusive is limited to the Sum Insured on Contents, but the Sum Insured will be restored in full from the date of the **Loss** or **Damage** provided that **You** comply with any reasonable recommendations **We** may make to prevent further **Loss** or **Damage**.

3 Claims Settlement

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

The Sum Insured must be sufficient to replace all property insured by this Section on the above basis (see Underinsurance Clause).

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

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

4 Indemnity Clause

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

clothing, wearing apparel and household linen

5 Underinsurance Clause

If the Sum Insured at the time of the **Loss** or **Damage** represents less than 85% of the replacement value of the Contents **We** shall pay only for that proportion of any **Loss** or **Damage** which the Sum Insured bears to such value.

Section B - Private House - Contents

6 Multiple Dwellings

If the Contents of Buildings representing more than one private dwelling are insured the terms of the **Policy** apply separately to the Contents of each private dwelling's separate Buildings.

7 Permanent Change of Address

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

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

Section C - Valuables and Personal Effects “All Risks”

Definitions that apply to this Section of the Policy

Clothing and personal effects and miscellaneous valuables

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

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

The Sum Insured and Claims Settlement

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

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

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

Section C - Valuables and Personal Effects “All Risks”

The total amount payable under this Section in respect of:-

- (i) all **Loss** or **Damage** is limited to the Sum Insured stated in the **Schedule**
- (ii) any one article shall not exceed 20% of the Sum Insured or £1,000,
whichever is the less as stated in the **Schedule**

Section D - Money

Definitions that apply to this Section of the Policy

Money

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

Credit Card

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

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

The Sum Insured and Claim Settlement

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

In respect of Credit Cards **We** shall pay the amount for which **You** or any other member of **Your** family permanently residing with **You** are/is held responsible. The total amount payable is limited to £750.

Section E - Freezer Contents

Definition that applies to this Section of the Policy

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

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

The Sum Insured and Claims Settlement

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

Section F - Pedal Cycles

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

Claims Settlement

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

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

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

Section G - Trailer Caravan

Definitions that apply to this Section of the Policy

Caravan

Caravan shall mean the Caravan (not being permanently sited) described in Section G of the **Policy Schedule**.

Clothing and Personal Effects

Clothing, Personal Effects and miscellaneous valuables shall have the same meaning as in Section C.

The insurance	Exclusions – We will not pay for
<p>A</p> <p>We will pay You for Loss or Damage to the Caravan together with:-</p> <ul style="list-style-type: none"> (i) its fixtures, fittings, furnishings, utensils and awnings whilst in or on it. (ii) Your Clothing and Personal Effects whilst in it, <p>for any accident or misfortune occurring within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, and for the purposes of travel only, elsewhere in the world</p>	<p>Loss or Damage to awnings caused by storm, tempest or flood.</p> <p>Property outside Great Britain, Northern Ireland the Isle of Man and the Channel Islands which, during the 12 months immediately prior to its Loss or Damage, has been outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands for more than 90 days</p> <p>Loss or Damage whilst the Caravan is lent or let for hire or reward or being used as a permanent dwelling</p> <p>Malicious Damage or theft by any authorised user</p> <p>Loss of use</p> <p>Damage to tyres by application of brakes or by road punctures, cuts or bursts</p> <p>The first £50 of each and every Loss</p>
<p>Additional Insurance</p>	
<p>B</p> <p>If Loss or Damage (the subject of a valid claim under this Section) to the Caravan renders it unroadworthy We will also pay You the amount payable in respect of:-</p> <ul style="list-style-type: none"> (i) the reasonable cost of its protection and removal to the nearest repairer (ii) its delivery after repair to the address You specify in Great Britain, Northern Ireland the Isle of Man and the Channel Islands. (iii) the enforced customs duty on the Caravan incurred as a result of the Caravan being temporarily imported into any country being a member of European Union 	

Section G - Trailer Caravan

Extension	Exclusions – We will not pay for
<p>C Alternative Accommodation</p> <p>We also insure the reasonable cost of alternative accommodation necessarily incurred by You if the Caravan is made uninhabitable by any cause insured against under Paragraph A</p>	<p>Any amount exceeding 5% of the Sum Insured stated in the Policy Schedule.</p>

The Sum Insured and Claims Settlement

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

The total amount payable in respect of any claim(s) under Paragraphs A and B is limited to the Sum Insured stated in the **Schedule**.

The total amount payable in respect of all Clothing and Personal Effects is limited to £500.

Section H - Small Craft

Definition that applies to this Section of the Policy

Craft

The word Craft shall mean the Craft described in Section H of the **Policy Schedule** provided that:-

- i) it is used only for private pleasure purposes and not let on hire or charter
- ii) it does not exceed 5 metres in length and if powered, does not have a maximum possible speed in excess of 18 knots.

The Insurance	Exclusions – We will not pay for
<p>A We will pay You for Loss or Damage to the Craft together with its trailer and equipment, for any accident or misfortune occurring within Great Britain, Northern Ireland the Isle of Man and the Channel Islands, and for the purposes of travel only, including coastal waters and elsewhere in the Continent and coastal waters of Europe</p>	<p>Loss or Damage to:</p> <ul style="list-style-type: none"> i) Clothing, personal effects, fishing gear and moorings ii) Sails and covers split/ torn by the wind or blown away whilst set, unless such Damage arises out of an accident or misfortune involving the Craft. iii) Property outside Great Britain, Northern Ireland the Isle of Man and the Channel Islands, including coastal waters, which during the 12 months immediately prior to its Loss or Damage has been outside Great Britain, Northern Ireland the Isle of Man and the Channel Islands, including its coastal waters for more than 90 days. <p>Theft of the trailer or equipment (other than an outboard motor) unless:-</p> <ul style="list-style-type: none"> (i) stolen with the Craft or (ii) force is used to gain entry to or exit from the Craft, a building or locked vehicle <p>Theft of an outboard motor unless:-</p> <ul style="list-style-type: none"> (i) stolen with the Craft or (ii) force is used to gain entry to or exit from the Craft, a building or locked vehicle or (iii) it is locked to the Craft by a proprietary anti theft device. <p>Loss or Damage occurring whilst racing.</p> <p>Loss or Damage to any part due to latent defect design or construction error or faulty repair or alteration</p> <p>Loss of use</p> <p>The first £50 of each and every Loss.</p>

Section H - Small Craft

<p>Additional Insurance</p>	<p>Exclusions – We will not pay for</p>
<p>B Salvage Charges</p> <p>We also pay You for reasonable salvage charges and expenses incurred by You in minimising an insured Loss.</p>	
<p>Extension</p>	<p>Exclusion – We will not pay for</p>
<p>C Legal Liability</p> <p>We also indemnify You against Your liability at law incurred as owner or user of the Craft but the most We shall pay for all loss or damages and claimants' costs resulting from one original cause is £1,000,000</p> <p>Exclusion J (i) of Section B of this Policy does not apply to the Craft.</p> <p>In all other respects the extent of and insurance provided by this Extension shall be as stated in Section B, paragraph J of this Policy</p>	<p>Injury, Loss or Damage occurring whilst:-</p> <ul style="list-style-type: none"> (i) racing (ii) water ski-ing or any activity involving the towing of any person (iii) any claims by fare paying passengers. (iv) jet-skiing

The Sum Insured and Claims Settlement

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

The total amount payable in respect of any claim(s) under Paragraphs A and B is limited to the Sum Insured stated in the **Schedule**

Part 3 - Legal Expenses

Important information relating to this section of the policy

Please read this important notice concerning the operation of this section of the policy. Failure to comply with these terms could mean that we decline to pay your claim.

- All potential claims must initially be reported to Our appropriate Claims Helpline Service (shown below), which operates 24 hours a day, 365 days a year in respect of legal and emergency assistance issues and the hours of 09.00 – 17.00 Monday to Friday excluding Bank Holidays for taxation issues. A legal and taxation advice service is also provided as below.

Legal Claims Notification & Advice Helpline Service - 0844 800 0129

This Helpline Service is only in respect of legal issues and cannot assist with any other insurance matter.

Tax Advice Helpline Service – 01455 852034

This Helpline Service is only in respect of taxation issues and cannot assist with any other insurance matter.

Tax Claims Notification & Identity Theft Service – 01384 377000

This Notification Service is only in respect of Tax and Identity Theft claims and cannot assist with any other matter.

Residential and Commercial Emergency Service – 01977 781848

This Service is in respect of Emergency Assistance only and cannot assist with any other matter
(Please note that any services utilised via this facility are the responsibility of, and must be paid for by, the Policyholder)

Online Access to Legal Resources Database

Free unlimited access to our comprehensive library of commercial and personal legal information (including employment, health & safety and property matters) is available to you at www.legalhelpline.irwinmitchell.com

You should enter Scheme Code reference **LIM01** to access the site. Please note that you will be required to register your personal details the first time to use this service.

- This is a policy where You must notify us during the Period of Insurance and within 90 days of any circumstances which may give rise to any claim under this policy. Failure to do so could mean that We decline to pay a claim for Your Professional Fees.
- If You can convince Us that there are sensible prospects of being successful in Your claim and that it is reasonable for Professional Fees to be paid We will:
 - take over the claim on Your behalf;
 - appoint a specialist of Our choice to act on Your behalf.
- We may limit the Professional Fees that We will pay under the policy where:-
 1. We consider it is unlikely a reasonable settlement of Your claim will be obtained;
 2. there are insufficient prospects of obtaining recovery of any sums claimed; or
 3. the potential settlement amount of Your claim is disproportionate compared with the time and expense incurred in pursuing or defending Your claim.

Where it may cost Us more to handle a claim than the amount in dispute We may at Our option pay to You the amount in dispute which will then constitute the end of the claim under this policy.

- If Legal Proceedings have been agreed by Us You may at this stage decide to nominate and use Your own solicitor or indeed, You may wish to continue to use Our own specialists. If You decide to nominate Your own professional We must agree this in advance and You will be responsible for any Professional Fees in excess of those which Our own specialists would normally charge Us (details are available upon request).
- At conclusion of Your claim if You are awarded any costs (not Your damages), these must be paid to Us.

Please note that if You engage the services of anyone prior to making contact with the Helpline or Notification Service and incur any costs without our prior written approval these costs will not be covered by this insurance.

IMPORTANT POLICY INFORMATION

All potential claims must initially be reported to Our Claims Helpline Service, which operates 24 hours a day, 365 days a year in respect of the Legal Claims Notification and Advice Helpline Service and the Emergency Assistance Helpline and the hours of 09.00 – 17.00 Monday to Friday excluding Bank Holidays for Tax Claims Notification, Tax Advice Helpline Service, and the Identity Theft Helpline

In respect of a dispute involving an employment matter (action against an employee which could lead to dismissal, selection for redundancy, changing an employees terms and conditions of employment, before accepting an employee's resignation or on becoming aware of any event or circumstance that may be deemed to be constructive dismissal including where an employee is absent from work following them walking out without providing written notice), You must ring the Legal Advice Helpline Service prior to taking any action or immediately you become aware of a potential problem and follow the advice and guidance provided with due diligence. Failure to do so may result in Us declining Your claim.

The Legal Claims Notification & Advice Helpline Service telephone number is 0844 800 0129.

The Tax Advice Helpline Service telephone number is 01455 852034.

The Tax Claims Notification & Identity Theft Helpline Service telephone number is 01384 377000.

The Commercial & Residential Emergency Assistance Helpline number is 01977 781848.

Please note that the Claims Notification & Legal Helpline Service is not empowered to give advice on the admissibility of any claim under the policy.

If You wish to make a claim or You have a query relating to policy cover, then You should contact:

Claims Department
 Legal Insurance Management Ltd
 16-18 Hagley Road
 Stourbridge
 West Midlands
 DY8 1PS

This is a 'Claims Made' policy. It only covers claims notified to Us during the Period of Insurance and within 90 days of any circumstance which may give rise to any claim. Failure to do so could lead Us to decline that claim.

POLICY DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this policy.

Agent

The Agent appointed by the Coverholder to transact this Insurance with You.

Aspect Enquiry

An enquiry where the Inspector of Taxes enquires into one or more aspects of the self-assessment tax return which may involve clarification of particular entries to detailed consideration of whether those entries have been treated correctly for tax purposes. It may involve a check on the records upon which the particular entries were based.

Authorised Professional

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by Us under the terms and conditions of this policy to represent Your or an Insured Person's interests.

Business

The business detailed in the Schedule.

Comprehensive Enquiry

A Comprehensive Enquiry is an extensive examination which considers all aspects of the self-assessment tax return. It will involve a comprehensive review by the Inspector of Taxes of all books and records underlying the entries made on the return.

Court

A court, tribunal or other competent authority.

Credit Reference Agency

Equifax, Experian, and Call Credit.

Director

A person duly registered at Companies House as a director of the Business.

Event

The initial event, act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for indemnity against Us.

Excess

The first amount of each and every claim payable by the Insured Person.

Home

Your principal private dwelling house as defined for the purposes of qualifying for exemption from Capital Gains Tax.

Identity Theft

The misappropriation of the identity of another person without their knowledge or consent. These identity details are then used to obtain goods, services or to commit criminal activities in that person's name.

In-Depth Investigations

A fundamental review of the accounts and the underlying records as signalled by the issue of the relevant departmental notification or as otherwise stated in writing.

Indirect Losses

Losses or damage which is not directly associated with the incident that caused you to claim, unless expressly stated in this policy.

Insured Person**Section A - Commercial Legal Protection**

The Policyholder and the directors, partners, managers and all other employees of Your business.

Section B - Personal Legal Protection

a) The Policyholder named in the Schedule. b) The husband or wife of the Policyholder, or the Policyholder's partner or civil partner who lives at the same address and shares financial responsibilities. This does not include any business partners or associates. c) The Policyholder's children and parents, normally resident in the Home.

Insurer

UK General Insurance Limited on behalf of: - Ageas Insurance Limited, registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire SO53 3YA. Legal Insurance Management Ltd, UK General Insurance Ltd and Ageas Insurance Ltd are authorised and regulated by the Financial Services Authority (FSA). This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register.

Legal Proceedings

When formal legal proceedings are issued against an opponent in a Court of Law.

Limit of Indemnity

The sums specified in the Schedule being the maximum We will pay including Insured Events related by time or cause.

National Insurance Contributions (NIC) Dispute

A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted in accordance with Social Security regulations.

Partner

A person owning all or part of the Business.

Pay As You Earn (PAYE) Dispute

A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted in accordance with PAYE regulations.

Payment Card

Bank, charge, cheque, credit, debit, and cash dispenser cards.

Period of Insurance

The Period of Insurance shown in the Schedule.

Policyholder, You, Your

The person or company who has paid the premium and is named in the Schedule as the Policyholder.

Professional Fees

Legal and accountancy fees including disbursements reasonably and properly incurred by the Authorised Professional, with Our prior written authority including costs incurred by another party for which You are made liable by Court Order, or may pay with Our consent in pursuit of a civil claim in the Territorial Limits arising from an Insured Event. Professional Fees will include VAT where it cannot be recovered.

Schedule

The document which shows details of You and this Insurance and is attached to and forms part of this policy.

Standard Professional Fees

The level of Professional Fees that would normally be incurred by Us in using a nominated Authorised Professional of Our choice.

Territorial Limits**Section A - Commercial Legal Protection.****Territorial Limits**

In relation Section 4 (excluding sub-section 4) and Section 10 only, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, Turkey. (West of the Bosphorus). In relation to all other sections, The United Kingdom including the Channel Islands and Isle of Man.

Section B – Personal Legal Protection.

In relation Sections 1(Personal Injury) & 2 (Consumer Dispute) only, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, Turkey (West of the Bosphorus). In relation to all other sections, The United Kingdom including the Channel Islands and Isle of Man.

Time of Occurrence

Civil Cases - when the Event occurred or commenced whichever is the earlier.
Criminal Cases - when You or an Insured Person commenced or is alleged to have commenced to violate the criminal law in question.

Value Added Tax (VAT) Dispute

A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted.

We, Us, Our

The Insurers and/or Legal Insurance Management Limited, the Coverholder or the Authorised Professional.

COVER

We will indemnify You, and where requested by You, any other Insured Person up to the Limit of Indemnity subject to the terms, conditions and exclusions of this policy, against Professional Fees arising from an Insured Event within the Territorial Limits where You notify Us during the Period of Insurance and within 90 days of the Time of Occurrence of the Event.

INSURED EVENTS**SECTION A COMMERCIAL LEGAL PROTECTION****(Section 1) Employment Disputes****What is Covered?**

Defence of the Policyholder's legal rights:

1. prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee or resolution of unfair dismissal disputes under the ACAS Arbitration Scheme

2. in a dispute with an:-
 - i. employee, ex-employee or trade union acting on behalf of an employee or ex-employee arising from or relating to a contract of employment with You.
 - ii. employee, ex-employee or prospective employee alleging discrimination under current equality legislation.
3. Pursuit of the Policyholder's legal rights against an employee or ex-employee to recover possession of property owned by or for which the Policyholder is responsible.

What is Excluded?

Excluding:-

1. Your failure to consult or follow Our advice/instructions and those of the Legal Advice Helpline Service.
2. any dispute where the Event arises within the first 30 days of the first Period of Insurance.
3. where any grievance dismissal or appeal being the subject of the dispute was not carried out in accordance with good HR practice and current employment legislation.
4. any dispute with an employee who was subject to:-
 - a) formal or informal written or verbal warnings within 180 days immediately before the first Period of Insurance.
 - b) redundancy, alleged redundancy or unfair selection for redundancy arising within the first 180 days of the first Period of Insurance.
- 5.
6. any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

(Section 2) Employment Awards

What is Covered?

We will also pay, subject to the Limit of Indemnity, the compensation or damages payable by You to an employee arising from the judgement of a court or tribunal or from a settlement agreed by Us (but not from a judgement by default) in any dispute accepted by Us as covered by Insured Events - Employment Disputes.

What is Excluded?

Excluding any claim for indemnity where:-

1. any grievance dismissal or appeal being the subject of the dispute was not carried out in accordance with good HR practice and current employment legislation.
2. the Policyholder has incurred a compensation award by non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
3. the award is in respect of a redundancy or any money contractually due to an employee.
4. the award is in respect of a breach by the Policyholder of a fixed term contract.
5. the award is in respect of a breach by the Policyholder in relation to pregnancy, maternity or paternity rights.
6. any compensation or damages or increase ordered by the court or tribunal for failure to comply with a recommendation made, including non-compliance with a reinstatement or re-engagement order.
7. the Policyholder has incurred a compensation award as a result of a finding of constructive dismissal and as a consequence unfair dismissal.
8. an award is made under the Transfer of Undertakings (Protection of Employment) Regulations 2006.

(Section 3) Employee Restrictive Covenant

What is Covered?

Any civil action against an employee or ex-employee where such person is in breach or is about to be in breach of a restrictive covenant in such person's contract of employment which restricts the employee or ex-employee from competing with You or enticing other employees to leave Your employment or approaching or enticing Your customers either during or after the termination of the contract of employment by either party.

(Section 4) Legal Defence – Insured Person

What is Covered?

1. The defence of an Insured Person against prosecution in a court of criminal jurisdiction in respect of any act or omission or alleged act or omission:

Preliminary Legal Representation

We will defend the Insured Person's legal rights prior to the issue of Legal Proceedings when dealing with the Police or any other statutory body with powers to investigate and bring a criminal prosecution.

Police Station Representation

Professional Fees incurred in representing an Insured Person at a Police Station where they are being interviewed under caution in relation to an alleged criminal act.

Magistrates' Court Representation

Professional Fees incurred in representing an Insured Person at a Magistrates' Court.

Crown Court Representation

A sum equal to any assessed income based contribution payable by the Insured Person towards Professional Fees incurred under the Crown Court Means Testing scheme.

2. The defence of a civil action being taken against You for wrongful arrest in connection with an accusation of theft alleged to have been carried out during the Period of Insurance.
3. The defence of a civil action being taken against an Insured Person but not the Policyholder:-
 - i) under current equality legislation arising from that person's work as an employee.
 - ii) as a trustee of a pension fund set up for the benefit of Your employees.
4. Representation of the Insured Person in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting the Policyholder's business.
5. The defence of the Policyholder against a prosecution brought under the Bribery Act 2010.
6. The defence of an Insured Person's legal rights following a claim being brought against them for discrimination under current equality legislation whilst acting in their capacity as an employee of the Policyholder.

What is Excluded?

Excluding: -

1. any offence relating to a motor bike / vehicle.
2. Professional Fees required to be paid by an Insured Person in excess of the pre-conviction assessed income based contribution under the Crown Court Means Testing scheme following conviction.
3. assessed income based contributions payable by the Insured Person towards Professional Fees incurred under the Crown Court Means Testing scheme which exceed the Limit of Indemnity.
4. any Professional Fees where the Insured Person fails to:
 - a) apply for a Representation Order under the Crown Court Means Testing scheme.

- b) submit any required information under the Crown Court Means Testing scheme.
 - c) comply with the terms of the Representation Order.
 - d) use a representative that can act under the terms of a Representation Order under the Crown Court Means Testing scheme.
5. the defence of any action, enforcement, or recovery of sums payable against an Insured Person under the terms of or for a breach of the terms and conditions of a Representation Order under the Crown Court Means Testing scheme.
 6. any prosecution brought under the Bribery Act where the Policyholder does not have adequate policies and systems in place to prevent bribery.

(Section 5) Data Protection

What is Covered?

Under the Data Protection Act 1998:-

1. The defence of a civil action for compensation under Section 13 of the 1998 Act. We will also, subject to the Limit of Indemnity, pay any compensation awarded against an Insured Person.
2. An Insured Person being served with enforcement, de-registration or transfer prohibition notice.
3. Your appeal against the refusal of the Information Commissioner to register Your application for registration.

Provided that for claims arising under Section 13 of the 1998 Act You have registered with the Information Commissioner.

(Section 6) Contract Dispute

What is Covered?

A dispute with a customer or supplier in respect of a contract for the sale, hire, supply or the purchase of goods or services

What is Excluded?

Excluding any claim relating to:-

1. a sum in dispute (or where payable by instalments the instalment due is) less than £250.
2. a lease, licence or tenancy of land or buildings.
3. a contract of employment.
4. arbitration arising out of an arbitration clause in any contract.
5. a breach or alleged breach of professional duty by an Insured Person.
6. the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.
7. the sale, purchase, hire or provision of computer hardware, software systems or services.

Provided that where the amount in dispute exceeds £5000, the Insured Person shall be responsible for the first £500 of Professional Fees in each and every claim.

(Section 7) Tax, VAT, PAYE and NIC Investigations

What is Covered?

Professional Fees incurred to represent and negotiate on Your behalf with HM Revenue & Customs in respect of a:-

1. Comprehensive or Aspect Enquiry.
2. In-Depth Investigation arising out of Your tax affairs.
3. VAT Dispute.
4. PAYE Dispute.
5. NIC Dispute.

As a result of a written enquiry received from HM Revenue & Customs issued in accordance with the relevant Act of Parliament.

Provided that in relation to an Aspect Enquiry, cover is limited to a maximum of £2000 and an excess of £200 applies.

What is Excluded?

Excluding any claims for Indemnity in respect of or arising out of:-

1. Professional Fees in any claim involving criminal proceedings, alleged fraudulent evasion of tax, misstatement with the intent to deceive, tax avoidance schemes and any case dealt with by a Special Compliance Office, Boards Investigations Office or any other special office of HM Revenue & Customs.
2. claims which originate from any enquiry, investigation or dispute which existed before the Period of Insurance including any dispute or enquiry where the accounts submitted are being investigated solely because earlier books, records or returns have been investigated or are already under query.
3. the costs of making good any deficiencies in books, records, accounts or returns including the costs of repairing a return.
4. costs of appeals which We have not approved.
5. fees and Disbursements payable to an accountant, firm of accountants or person not approved by Us.
6. technical or routine treatment of matters not connected with or arising out of an expression of dissatisfaction of Your affairs.
7. pre notification costs.
8. any dispute or enquiry where dishonesty, fraud or fraudulent intent is alleged.
9. normal reconciliation of the annual accounts and VAT returns.
10. any enquiry undertaken under the relevant section the Finance Act relating to VAT evasion.

(Section 8) Property Protection

What is Covered?

1. Any civil action relating to material property, owned by You or for which You are responsible, arising out of an alleged or actual negligent act or omission or any nuisance, trespass or criminal damage by a third party which causes or could cause physical damage to such material property or pecuniary loss to You.
2. Any civil action between You and Your landlord under the terms of a lease or tenancy agreement applying to Your business premises.

What is Excluded?

Excluding:-

1. a contract made between You and a third party.
2. goods in transit or goods lent or hired to third parties.
3. goods at premises other than those occupied by You unless they are at such premises for the purpose of installation or use in work to be carried out by You.
4. mining subsidence.
5. disputes relating to rent and service charges and any relevant taxes.
6. compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on, or damage to, any property.
7. disputes with local or government authorities.

(Section 9) Licence Protection

What is Covered?

An appeal or representation to the relevant statutory or regulatory authority, court, tribunal or other mandatory body following an act, or omission or alleged act or omission which leads to the suspending, revoking, altering the terms of or refusing to renew any of Your licence(s) issued under statute or statutory instrument or by the government or local authority to You where such licence is necessary to engage in Your business or trade.

What is Excluded?

Excluding:-

1. an original application or application for renewal.
2. any licence in respect of which an appeal or representation was made in the twelve months immediately preceding the first Period of Insurance.
3. any motor vehicle or driving licence.

(Section 10) Personal Injury**What is Covered?**

Death of or bodily injury to an Insured Person and or their family members caused by negligence.

What is Excluded?

Excluding any claim relating to:-

1. any illness (including stress related conditions) naturally occurring condition or degenerative process which develops gradually and is not caused by a specific or sudden accident.
2. the defence of an Insured Person other than the defence of a counter-claim or an appeal against judgement.

(Section 11) Jury Service and Attendance Expenses

The actual loss of the salary or wages of an Insured Person for the time off work to attend:-

1. any court or tribunal hearing as requested by the Authorised Professional.
2. any court hearing as a defendant of an admitted claim under this insurance.
3. a court for jury service.

Provided that such salary or wages are not recoverable from the relevant court, tribunal or Insured Person's employer.

(Section 12) Debt Recovery**What is Covered?**

Professional Fees incurred by You in the recovery of money and interest due to You from another business for the provision of goods and/or services, professional fees and services, or dishonoured cheques.

What is Excluded?

Excluding any claim in respect of:-

1. any matter where the debtor intimates that a defence exists or a defence is served.
2. damages for breach of contract.
3. hire purchase or credit sale agreements other than arrears.
4. debts reported to Us more than ninety days after the money became due and payable.
5. debts less than £250.
6. a debt that existed prior to the commencement of this insurance.

SECTION B PERSONAL LEGAL PROTECTION INSURED EVENTS**(Section 1) Personal Injury****What is Covered?**

Pursuing a civil claim for damages in respect of the injury or death of an Insured Person caused by negligence.

What is Excluded?

Excluding any claim relating to:-

1. any illness (including stress related conditions) naturally occurring condition or degenerative process which develops gradually and is not caused by a specific or sudden accident.
2. the defence of an Insured Person other than the defence of a counter-claim or an appeal against judgement.

(Section 2) Consumer Disputes

What is Covered?

Pursuing or defending claims arising out of a contract entered into by or on behalf of an Insured Person for:-

1. Obtaining services.
2. The purchase, hire, hire-purchase or sale of any personal goods.

What is Excluded?

Excluding: -

1. any contract entered into by an Insured Person in connection with a profession, business or trade.
2. any claim where the sum in dispute is less than £100.
3. a contract relating to any work carried out, in, on or for the benefit of the Home or any buildings where the contract value exceeds £5000 including VAT.
4. any contract of insurance in so far as the dispute is solely in respect of the sum of money or other compensation payable under such contract.
5. any claims relating to planning.
6. any dispute with local or government authorities.

(Section 3) Home Rights

What is Covered?

The pursuit of civil claims: -

1. Loss or damage to:-
 - a) goods in the Home owned by or for which an Insured Person is responsible; or
 - b) the Home.
2. An alleged infringement of rights appertaining to the Home.

What is Excluded?

Excluding: -

1. any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings.
2. disputes with local or government authorities.
3. compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on, or damage to, any property.
4. actual, planned or proposed construction, closure, adoption or repair of roads or bridges, or the actual, planned or proposed construction, demolition or adaptation of buildings, housing or other works.
5. claims relating to material damage covered by another relevant insurance policy.
6. mining subsidence.
7. The first £250 of any claim for legal nuisance or trespass.

(Section 4) Taxation

What is Covered?

Professional Fees arising from or relating to an in-depth HM Revenue & Customs investigation of an Insured Person's personal tax affairs.

What is Excluded?

Excluding Professional Fees arising:-

1. where the investigation or enquiry had commenced before the first Period of Insurance or the Insured Person should have realised that a claim might occur.
2. from investigation or enquiry by or transfer to the Special Compliance Office.
3. as a result of a false or misleading statement or representation to the HM Revenue & Customs.

4. from deficiencies in books, records, accounts or returns including the costs of repairing a return.
5. from any claim involving criminal proceedings, alleged fraudulent evasion of tax, misstatement with the intent to deceive, tax avoidance schemes.

(Section 5) Employment

What is Covered?

A dispute with an Insured Person's employer for compensation or reinstatement or re-engagement on the grounds of unfair dismissal or unfair selection for redundancy.

What is Excluded?

Excluding: -
any disciplinary hearings or internal grievance procedures.

(Section 6) Criminal Prosecution Defence

What is Covered?

Professional Fees incurred in the defence of criminal Legal Proceedings brought against an Insured Person as a result of any act or omission or alleged act or omission, including:-

Police Station Representation

Professional Fees incurred in representing an Insured Person at a Police Station where they are being interviewed under caution in relation to an alleged criminal act.

Magistrates' Court Representation

Professional Fees incurred in representing an Insured Person at a Magistrates' Court.

Crown Court Representation

A sum equal to any assessed income based contribution payable by the Insured Person towards Professional Fees incurred under the Crown Court Means Testing scheme.

What is Excluded?

Excluding: -

1. any matter where the Authorised Professional assesses that reasonable prospects of success do not exist.
2. any offence relating to a motor bike / vehicle.
3. Professional Fees required to be paid by an Insured Person in excess of the pre-conviction assessed income based contribution under the Crown Court Means Testing scheme following conviction.
4. assessed income based contributions payable by the Insured Person towards Professional Fees incurred under the Crown Court Means Testing scheme which exceed the Limit of Indemnity.
5. any Professional Fees where the Insured Person fails to:
 - a) apply for a Representation Order under the Crown Court Means Testing scheme.
 - b) submit any required information under the Crown Court Means Testing scheme.
 - c) comply with the terms of the Representation Order.
 - d) use a representative that can act under the terms of a Representation Order under the Crown Court Means Testing scheme.
6. the defence of any action, enforcement, or recovery of sums payable against an Insured Person under the terms of or for a breach of the terms and conditions of a Representation Order under the Crown Court Means Testing scheme.

(Section 7) Education

What is Covered?

Appealing against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to comply with its published admission policy, resulting in the refusal to accept the Insured Person's child or children at the state school of their preference, subject to a Limit of Indemnity of £5,000.

What is Excluded?

Excluding claims:-

1. arising where acceptance at the school involves examinations or other selection criteria.
2. involving schools which are not state schools falling under the LEA's jurisdiction or where responsibility for the allocation of a place(s) within the school does not rest with the LEA.
3. arising prior to the submission of an application to the school or LEA.
4. arising where the LEA's refusal occurred within the first 6 months of the first Period of Insurance.
5. where the procedure for appealing against the decision to refuse a place at the school has not been followed.
6. where the child has been expelled, suspended or permanently excluded from another school.
7. for children under 5 years other than for admission disputes arising where entry shall be in the academic year prior to their 5th birthday.

(Section 8) Probate**What is Covered?**

The pursuit of claims by the Insured Person in respect of a probate dispute involving the will of the Insured Person's parents, grandparents, children, step-children or adopted children.

What is Excluded?

Excluding:-

any dispute or costs where a will has not been previously made, concluded or cannot be traced (Intestate).

(Section 9) Identity Theft**What is Covered?**

Following an Event of Identify Theft:

1. reasonable Legal Expenses and ancillary costs incurred:
 - a) to defend a claim from a financial institution, merchants or their collection agencies;
 - b) for the removal of any criminal or civil judgments wrongly entered against the Insured Person;
 - c) challenging the accuracy or completeness of any information in a Credit Reference Agency report; and
 - d) to create documents needed to prove the Insured Person's innocence in terms of any financial irregularities committed unlawfully;
2. postal and phone costs the Insured Person has to pay in dealing with financial institutions, the Police and Credit Reference Agencies to report or discuss an actual Identity Theft.
3. fees charged for reapplying for a loan which has been rejected due to the original application being rejected solely because the lender received incorrect credit information.
4. the Insured Person's lost earnings as a result of time away from work to go and see the Police, financial institutions or Credit Reference Agencies to report or discuss an actual Identity Theft.

The events above must be as a result of an actual Identity Theft.

What is Excluded?

Excluding:-

1. any Identity Theft connected with your business, profession, or occupation.
2. any legal action where the Insured Person does not have a reasonable prospect of success.
3. any costs, expenses or losses incurred due to any fraudulent, dishonest or criminal act by an Insured Person, or any other person acting in collusion with an Insured Person.
4. any Indirect Losses other than as identified above.

Identity Theft Claims Conditions

Please read the following carefully to comply with the conditions of this section.

If an Insured Person discovers their identity has been stolen either from the first fraudulent transaction identified or any physical or electronic record with any financial institutions, the Insured Person must:

- i) contact the Identity Theft Helpline Service on 01384 377000
- ii) make sure that they have their address history for the last 6 years
- iii) file a Police report within 12 hours of discovering the Identity Theft
- iv) let their financial institutions, Payment Card company (ies) and all other accounts know of the Identity Theft within 12 hours of discovering the Identity Theft
- v) fill out and return any claim forms including an authorisation for Us to obtain records and other necessary information, if these are applicable
- vi) send Us proof from their employer that they took unpaid days off if they wish to make a claim for lost wages and provide evidence to show that it was necessary
- vii) immediately send Us copies of any demand notices, summonses, complaints, or legal papers received in connection with a loss suffered
- viii) take all reasonable action to prevent further damage to their identity.

Identity Theft Claims Process

The Insured Person must contact the Identify Theft Helpline Service on 01384 377000 quoting the policy number before they pay or agree to pay any costs. Failure to do so may lead us to decline the claim.

We will give the Insured Person a dedicated claims handler who will assist them in identifying the extent of their problem. They will offer advice, guidance, and assist in the preparation of documentation to ensure the problem and any potential losses are minimised.

The service will give the Insured Person access by phone to repair their credit file or files following an Identity Theft.

We will personalise documents on the Insured Person's behalf and post these to them for signing and sending on to the relevant organisations.

(Section 10) Jury Service Expenses

What is Covered?

The actual loss of the salary or wages of an Insured Person for the time off work to attend a Court for Jury Service provided the amount paid under this section shall not exceed £100 per person per day and up to a maximum of £1,000 per claim.

What is Excluded?

Excluding:-

1. the first 5 days of such service.
2. salary or wages which are recoverable from the relevant court or Your employer.

GENERAL POLICY EXCLUSIONS

This insurance does not cover:-

1. Professional Fees incurred:-
 - a) in respect of any Event where the Time of Occurrence commenced prior to the commencement of the Insurance.
 - b) before Our written acceptance of a claim.
 - c) before Our approval or beyond those for which We have given Our approval.
 - d) where You fail to give proper instructions in due time to Us or to the Authorised Professional.

- e) where You are responsible for anything which in Our opinion prejudices Your case.
 - f) if You withdraw instructions from the Authorised Professional, fail to respond to the Authorised Professional or withdraw from the legal proceedings or the Authorised Professional refuses to continue to act for You.
 - g) where You decide that You no longer wish to pursue Your claim as a result of disinclination. All costs incurred up until this stage will become Your responsibility.
 - h) in respect of the amount in excess of Our Standard Professional Fees where You have elected to use an Authorised Professional of Your own choice.
2. the pursuit, continued pursuit or defence of any claim if We consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.
 3. claims which are conducted by You in a manner different from the advice or proper instructions of Us or the Authorised Representatives.
 4. appeals unless You notify Us in writing of Your wish to appeal at least six working days before the deadline for giving notice of the appeal expires and We consider the appeal to have a reasonable chance of success.
 5. any Professional Fees and expenses that can be recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected.
 6. damages, fines or other penalties You are ordered to pay by a court tribunal or arbitrator other than as insured under Section A Commercial Legal Protection Insured Events - Employment Awards.
 7. claims arising from an Event as a result of Your deliberate act, omission or misrepresentation.
 8. claims arising from:-
 - a) ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) any radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component thereof.
 - c) war, terrorism or any like or any associated risk.
 - d) pressure waves caused by aircraft or other aerial devices.
 9. any dispute relating to written or verbal remarks which damage Your reputation.
 10. any Professional Fees relating to Your alleged dishonesty, criminal act, or violent behaviour other than as insured under Section B Personal Insured Event – Legal Defence.
 11. Professional Fees arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to Your own requirements.
 12. Legal Proceedings outside the United Kingdom and proceedings in constitutional international or supranational courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights.
 13. a dispute which relates to any compensation or amount payable under a contract of insurance.
 14. a dispute with Us not dealt with under the Arbitration Condition.
 15. any dispute relating to patents, copyrights, trade or service marks, registered designs passing off intellectual property trade secrets or confidential information.
 16. an application for judicial review.
 17. any dispute or prosecution involving a motor vehicle.
 18. any Professional Fees incurred in defending or pursuing new areas of law or test cases.
 19. any matter in respect of which an Insured Person is entitled to Legal Aid where Our liability shall be limited to the sum equal to any assessed income based contribution payable by the Insured Person towards Professional Fees incurred under the Crown Court Means Testing scheme.
 20. any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products.

21. disputes between an Insured Person and their Family or a matrimonial or co-habitation dispute except in so far as any claim relates to a dispute with an Insured Person's professional advisors.

POLICY CONDITIONS

Observance

Our liability to make any payment under this policy will be conditional on You complying with the terms and conditions of this insurance.

Claims

You must tell Us in writing within 90 days about any matter which could result in a claim being made under this policy, and must obtain in writing Our consent to incur Professional Fees.

We will give such consent if You can satisfy Us that there are sufficient prospects of success in pursuing or defending Your claim and that it is reasonable for Professional Fees to be paid and You have paid the Excess.

We may require (at Our discretion) You at Your expense, to obtain the opinion of an expert or counsel on the merits or continued merits of a claim or legal proceedings. If We subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim We decide that:-

1. Your prospects of success are insufficient;
2. It would be better for You to take a different course of action;
3. We cannot agree to the claim

We will write to You giving Our reasons and We will not then be bound to pay any further Professional Fees for this claim.

We may limit any Professional Fees that We will pay under the policy in the pursuit, continued pursuit or defence of any claim: -

1. if We consider it is unlikely a reasonable settlement will be obtained; or
2. where there is insufficient prospects of obtaining recovery of any sums claimed; or
3. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement.

Alternatively Where it may cost Us more to handle a claim than the amount in dispute We may at Our option pay to You the amount in dispute which shall be deemed to represent full and final settlement under this policy.

In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any legal costs incurred to date will become Your own responsibility and will be required to be repaid to the Insurer.

UK General Insurance Ltd is an Insurer's agent and in the matters of a claim act on behalf of the Insurer.

Representation

We will take over and conduct in Your name the prosecution, pursuit, defence or settlement of any claim. The Authorised Professional nominated and appointed by Us will act on Your behalf and You must accept Our nomination.

If Legal Proceedings have been agreed by Us, You may nominate Your own Authorised Professional whose name and address You must submit to Us. In selecting Your Authorised Professional You shall have regard to the common law duty to minimise the cost for Your claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Policy Conditions.

Where You have elected to use Your own nominated Authorised Professional You will be responsible for any Professional Fees in excess of Our Standard Professional Fees.

Conduct of Claim

1. You shall at all times co-operate with Us and give to Us and the Authorised Professional evidence, documents and information of all material developments and shall attend upon the Authorised Professional when so requested at Your own expense.
2. We shall have direct access at all times to and shall be entitled to obtain from the Authorised Professional any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and You shall give any instructions to the Authorised Professional which may be required for this purpose. You or Your Authorised Professional shall notify Us immediately in writing of any offer or payment into Court made with a view to settlement.
3. We will not be bound by any promise or undertaking given by You to the Authorised Professional or by either of You to any court, witness, expert or agent or other Person without Our agreement.

Recovery of Costs

You should take all reasonable steps to recover costs and expenses. If another person is ordered, or agrees, to pay You all or any costs and expenses, charges or compensation You will do everything possible (subject to Our directions) to recover the money and hold it on Our behalf. If payment is made by instalments these will be paid to Us until We have recovered the total amount that the other person was ordered, or agreed to pay by way of costs.

Arbitration

If there is a dispute between You and Us, which is not resolved by the policy, either side may refer it to the arbitration of an independent arbitrator who will be either a solicitor or barrister, to be agreed by the two sides. If no agreement can be reached the Law Society shall name an arbitrator. The arbitrator's decision will be final and binding on both sides. The arbitration will be governed by the rules set out in the Arbitration Acts then in force.

Fraud

We have the right to refuse to pay a claim or to void this insurance in its entirety if You make a claim which is in any respect false or fraudulent.

Reasonable Care

You must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by Us.

Acts of Parliament

Any reference to any Act of Parliament within this policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Isle of Man, the Channel Islands and under European Law where applied in the United Kingdom.

Data Protection Act 1998

The data supplied by You will only be used for the purposes of processing Your policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which We have mentioned herein.

It is important that the data You have supplied is kept up to date. You should therefore notify Us promptly of any changes. You are entitled upon the payment of an administration fee to inspect the personal data which We are holding about You. If You wish to make such an inspection, You should contact Legal Insurance Management Ltd, 16-18 Hagley Road, Stourbridge, West Midlands DY8 1PS.

We may respond to enquiries by the Police concerning Your policy in the normal course of their investigations. Where it is necessary to administer Your policy effectively, to protect Your interests, or for fraud prevention and detection purposes, We may disclose data You have supplied to other third parties such as solicitors, other insurers, law enforcement agencies, etc.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Helpline Service

The Legal and Tax Helpline Service provides advice on any problem affecting the Policyholder. All potential claims must be reported initially to the appropriate Claims Helpline Service for advice and support.

Legal Claims Notification & Advice Helpline Service: - 0844 800 0129

Tax Helpline Service: - 01455 852034

Tax Claims Notification & Identity Theft Helpline Service: - 01384 377000

Residential & Commercial Emergency Assistance Helpline – 01977 781848

(Please note that any services utilised via this facility are the responsibility of, and must be paid for by, the Policyholder)

We will not accept responsibility if the Helpline Services fail for reasons beyond Our control.

IMPORTANT

You must consult the Legal Advice Helpline Service immediately You are aware of an employment dispute or potential dispute or when any action that You may take could lead to a dispute.

If You are in any doubt contact should be made with the Helpline – 0844 800 0129 - for advice and guidance prior to taking any action.

Failure to comply with this requirement may lead Us to decline a claim under this policy.

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

Complaints Procedure

In the event of a complaint arising under this insurance, You should in the first instance write to the Agent who arranged this insurance and if the matter still remains unresolved thereafter You should write to: -

The Managing Director
Legal Insurance Management Ltd
16-18 Hagley Road
Stourbridge
West Midlands
DY8 1PS

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

In the event You remain dissatisfied and wish to make a complaint, You can do so by contacting the following:-

Customer Relations Manager
UK General Insurance Ltd
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ
Tel: 0845 218 2685
Email:customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service.

This applies if You are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. You may contact the Financial Ombudsman Service at:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel: 0845 080 1800

This does not affect Your statutory rights.

Compensation Scheme

Ageas Insurance Ltd is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about Compensation Scheme arrangements from the FSCS or visit www.fscs.org.uk.

Authorised and regulated by the Financial Services Authority

Rural Insurance Group Ltd
The Lenz Hornbeam
Park Harrogate
HG2 8RE

W www.ruralinsurance.co.uk