

Hailstorm Policy



RURAL
INSURANCE

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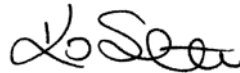
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Hailstorm Insurance Policy

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 Smith
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 **Your Policy** during a period of 14 days after the day of purchase of the contract or 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 additional 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 is a member 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

First of all please refer carefully to Condition 6 on page 7 of this **Policy**

If **You** wish to make a claim under the above sections of the Policy **You** should speak in the first instance to **Your 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@agrival.com

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

Customer Information

Complaints Procedure

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 **Insurer** who has 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

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

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 for the period stated 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 Authority's 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 the "Complaints Procedure" above.

Important details about Rural Insurance Group (Not forming part of the contract)

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 licensed by the Office of Fair Trading under the Consumer Credit Act 1974. Its 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 of the **Policy** any word or expression defined in such Section shall have the same meaning wherever it appears in that Section.

Business

The **Business** stated in the **Policy Schedule** and for the purposes of this insurance, no other.

Excess

An 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** whilst carrying on the **Business**.

Insurer/We/Us/Our

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

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/The 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 Form/The Proposal

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

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

The person(s) who have arranged this Insurance 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. 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.

3. Arbitration

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 **Insurer**.

4. 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 **Insurer** 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.

5. Conditions Precedent

You must pay due observance to the Terms, Provisions, Conditions, Endorsements, Exclusions and Warranties 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**.

6. Notification of Claims

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.

7. Payment of Claims

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.

8. Warranties

Every 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

9. Pro- Rata Contribution

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.

10. Material Alteration

You must give Rural Insurance Group Ltd 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.

11. 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 **Insurer** for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the **Insurer** 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 **Insurer**.

12. EU Disclosure Clause

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.

13. 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

14. Subjectivity Condition

The **Policy**, the **Proposal**, statement of fact and/or declaration made by **You**, and any endorsements on the **Policy** and the **Policy Schedule** 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 the 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

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.

15. Renewal

Prior to each renewal **You** shall supply to the **Insurers** a declaration of the crops to be grown in the subsequent insurance year. In addition **You** shall also inform the **Insurers** of any alteration in risk or changes in the information declared on the **Proposal Form**.

3. - General Policy Exclusions

Unless specified in each section to the contrary, **We** will not pay **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 by 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.

3. Territorial Limits Exclusion

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.

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**.

3. - General Policy Exclusions

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. 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) Depreciation
- b) Delay, confiscation or detention by any Government or other Officials or Authorities
- c) Vermin, insects, fungus, condensation wet or dry rot or toxic mold unless specifically insured against.
- d) Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- e) Damage caused by hail and which occurs during the first seven days following the inception date. This Exclusion shall not apply at any subsequent renewal.

4. - Policy Cover

We will provide insurance against loss, destruction or damage occasioned by Hail to **Your** growing crops as specified in the **Schedule** to this **Policy** occurring during the **Period of Insurance**.

Cover is subject to the Premium stated in the **Schedule** having being paid to the **Insurer**.

Cover shall be subject to the Terms, Exclusions, Warranties, Limits and Conditions as detailed in this **Policy**.

Your signed **Proposal Form** and the **Policy Schedule** form part of the **Policy** and must be read together and any word or expression to which a specific meaning has been given has the same meaning wherever it appears.

Special Conditions

The following special conditions are applicable in all respects to this **Policy** and are in addition to all other Terms, Conditions, Exclusions, Warranties and Endorsements.

- 1 This insurance covers Hail damage only and excludes loss or damage by wind, water or other causes.
- 2 It is understood that the quantity of each crop declared in the **Proposal** to the **Insurer** forms the entire acreage of that crop grown by the **Insured** unless otherwise stated at the time of making **The Proposal**. When part only of any crop is intended to be insured each field or part of a field or part of a field containing the same must be specially described by name giving the exact acreage grown.
- 3 The crops insured must not have sustained any loss, damage or destruction by Hail previous to the completion of **The Proposal** and the **Insurer** will not be liable for any damage occurring to the crop prior to **The Proposal** being accepted and cover being expressly granted by the **Insurer**.
- 4 Straw is not included in this insurance unless expressly named and the requisite premium paid.
- 5 If there shall be loss, damage or destruction by Hail to any of the crops insured by this **Policy** then the **Insured** shall give notice of this as required by General Condition 6 of the **Policy**. If such notice is not given then it is absolutely understood that all rights to claim under this **Policy** shall be forfeited.

Authorised and regulated by the Financial Services Authority

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

W www.ruralinsurance.co.uk