



# Farm Combined Advance insurance

Policy document



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## Welcome to Rural

Thank you for choosing to buy your insurance through Rural we are confident your trust is well placed. We are determined to provide you with outstanding customer service at all times and to make insuring with us as easy and trouble-free as possible.

This policy wording outlines all the important information you need to know about our cover, please read the wording in full and make sure you are happy with the cover provided and that it meets your requirements. If you need any clarification please contact your insurance Intermediary in the first instance.

### About Rural

Rural is an underwriting company dedicated to providing insurance solutions to meet the needs of agricultural and rural based businesses.

Working exclusively with intermediaries we supply insurance products that provide a broad range of rural business and farming requirements.

Established in 1995, Rural is located in Harrogate, North Yorkshire. We believe in building enduring partnerships with our intermediaries, maintaining an innovative approach to rural and agricultural insurance and risk management.

Rural is a trading name of Geo Underwriting Services Limited which is authorised and regulated by the Financial Conduct Authority. FCA Register Number 308400. Registered Address: 1 Minster Court, Mincing Lane, London, EC3R 7AA. Registered in England 04070987

### Getting to know each other

To learn more about Rural please visit [www.ruralinsurance.co.uk](http://www.ruralinsurance.co.uk)

### Arranged by Rural

This is to certify that in accordance with the authorisation granted to Rural 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 herein. None of the **Insurers** are 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.

## **The Insurers**

The **Policy** is underwritten by the following **Insurers**:

### **Parts 1 & 2 (Farm & Home)**

This product is arranged by Rural and underwritten by Zurich Insurance plc whose details are as follows:

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of **Our** authorisation by the Financial Conduct Authority are available from Us on request. Our FCA Firm Reference Number is 203093.

### **Part 3 (Legal Expenses)**

This product is arranged by Rural & is administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance Insurance plc.

Royal & Sun Alliance Insurance plc No 93792 is registered in England and Wales

Registered Office at St Mark's Court Chart Way Horsham West Sussex RH12 1XL

Royal & Sun Alliance Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Legal Insurance Management Limited is authorised and regulated by the Financial Conduct Authority under registration number 552983. This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

### **Choice of Law applicable to this contract**

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract. Unless the parties agree otherwise, this contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon **Your** address as shown in the **Schedule**. If there is any dispute as to which law applies it shall be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

## Use of Language

Unless otherwise agreed the contractual terms and **Conditions** and other information relating to the contract will be in English.

A handwritten signature in black ink, appearing to read "David Cahoon". The signature is fluid and cursive, with the first name "David" and last name "Cahoon" clearly distinguishable.

David Cahoon  
Managing Director  
Rural

## 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 whichever is the later.

If **You** do wish to do so and the **Policy** 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 will apply for the time for which **You** have been covered. This will be calculated as a proportion of the time for which **You** received cover.

### **Our Rights to Cancel (other than non-payment of premium and/or insurance premium tax)**

**We** shall not be bound to accept any renewal of this **Policy**. **We** may at any time give 14 days' notice of cancellation by recorded delivery to **Your** last known address.

### **Our Rights to Cancel (non-payment of premium and/or insurance premium tax)**

If **We** do not receive the premium and insurance premium tax in full **We** may cancel this **Policy** by sending **You** at least 7 days written notice of cancellation to **Your** last known address. **We** will send a copy of this communication to **Your** Insurance **Intermediary**.

In respect of "**Your Right to Cancel**" and "**Our Rights to Cancel**" as stated above, if a claim payment has been made or a claim has been submitted or there has been an incident likely to give rise to a claim during the current **Period of Insurance** **We** reserve the right not to refund any premium for the unexpired portion of the **Policy**. Where a claim is submitted after the **Policy** has been cancelled **We** will deduct the amount of any premium returned to **You** following the cancellation from any claim payment **We** may make to **You**.

If **You** are paying by instalments **You** must pay the balance of the full annual premium. This termination will be without prejudice to any rights or claims prior to the expiration of the cancellation notice.

### **Compensation Arrangements**

Zurich Insurance plc is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their 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](http://www.fscs.org.uk).

## **Claims Procedure**

### **Parts 1 (Farm) & 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 **Intermediary** who arranged the **Policy** for **You**. Their details are on the **Policy Schedule**.

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

**Telephone**                      **02921 010 334**

**Email**                              **ruralnewclaims@uk.sedgwick.com**

### **Part 3 (Legal Expenses)**

If **You** wish to make a claim under this section of the **Policy** please telephone the relevant Legal Insurance Management Limited Claims Helpline for advice and support. The helpline numbers are shown under the Legal Expenses section.

**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 Legal Expenses. Full information on claims procedures is also available from the Rural website at [www.ruralinsurance.co.uk](http://www.ruralinsurance.co.uk)

## **Duration of Cover**

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

## **Data Protection**

### **Who controls your personal information**

This notice tells **You** how Zurich Insurance plc ('Zurich'), as data controller, will deal with **Your** personal information. Where Zurich introduces **You** to a company outside the group, that company will tell **You** how **Your** personal information will be used.

**You** can ask for further information about **Our** use of **Your** personal information or complain about its use in the first instance, by contacting **Our** Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at [GBZ.General.Data.Protection@uk.zurich.com](mailto:GBZ.General.Data.Protection@uk.zurich.com).

If **You** have any concerns regarding **Our** processing of **Your** personal information, or are not satisfied with **Our** handling of any request by **You** in relation to **Your** rights, **You** also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.



### **What personal information we collect about you**

**We** will collect and process the personal information that **You** give **Us** by phone, e-mail, filling in forms, including on **Our** website, and when **You** report a problem with **Our** website. **We** also collect personal information from **Your** appointed agent such as **Your** trustee, broker, intermediary or financial adviser in order to provide **You** with the services **You** have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. **We** will also collect information **You** have volunteered to be in the public domain and other industry-wide sources.

**We** will only collect personal information that **We** require to fulfil **Our** contractual or legal requirements unless **You** consent to provide additional information. The type of personal information **We** will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where **You** have requested other individuals be included in the arrangement, personal information about those individuals.

If **You** give **Us** personal information on other individuals, this will be used to provide **You** with a quotation and/or contract of insurance and/or provision of financial services. **You** agree **You** have their permission to do so. Except where **You** are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the 'How **We** use **Your** personal information' section.

### **How we use your personal information**

**We** and **Our** selected third parties will only collect and use **Your** personal information (i) where the processing is necessary in connection with providing **You** with a quotation and/or contract of insurance and/or provision of financial services that **You** have requested; (ii) to meet **Our** legal or regulatory obligations; or (iii) for **Our** "legitimate interests". It is in **Our** legitimate interests to collect **Your** personal information as it provides **Us** with the information that **We** need to provide **Our** services to **You** more effectively including providing **You** with information about **Our** products and services. **We** will always ensure that **We** keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest. Examples of the purposes for which **We** will collect and use **Your** personal information are:

1. to provide **You** with a quotation and/or contract of insurance;
2. to identify **You** when **You** contact **Us**;
3. to deal with administration and assess claims;
4. to make and receive payments;
5. to obtain feedback on the service **We** provide to **You**;
6. to administer **Our** site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
7. for fraud prevention and detection purposes.

**We** will contact **You** to obtain consent prior to processing **Your** personal information for any other purpose, including for the purposes of targeted marketing unless **We** already have consent to do so.

### **Who we share your personal information with**

Where necessary, **We** will share the personal information **You** gave **Us** for the purposes of providing **You** with the goods and services **You** requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers;
- introducers and professional advisers;
- regulatory and legal bodies;
- survey and research organisations;
- credit reference agencies;
- healthcare professionals, social and welfare organisations; and
- other insurance companies

Or, in order to meet **Our** legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies;
- central government or local councils;
- law enforcement bodies, including investigators;
- credit reference agencies; and
- other insurance companies

### **How we use your personal information for websites and email communications**

When **You** visit one of **Our** websites **We** may collect information from **You** such as **Your** email address or IP address. This helps **Us** to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

**We** use cookies and/or pixel tags on some pages of **Our** website. A cookie is a small text file sent to **Your** computer. A pixel tag is an invisible tag placed on certain pages of **Our** website but not on **Your** computer. Pixel tags usually work together with cookies to assist **Us** to provide **You** with a more tailored service. This allows **Us** to monitor and improve **Our** email communications and website. Useful information about cookies, including how to remove them, can be found on **Our** websites.

### **How we transfer your personal information to other countries**

Where **We** transfer **Your** personal information to countries that are outside of the UK and the European Union (EU) **We** will ensure that it is protected and that the transfer is lawful. **We** will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy **Our** security measures for personal information transfers can be obtained from **Our** Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

### **How long we keep your personal information for**

**We** will retain and process **Your** personal information for as long as necessary to meet the purposes for which it was originally collected. These periods of time are subject to legal, tax and regulatory requirements or to enable **Us** to manage **Our** business.

### **Your data protection rights**

**You** have a number of rights under the data protection laws, namely:

- to access **Your** data (by way of a subject access request);
- to have **Your** data rectified if it is inaccurate or incomplete;
- in certain circumstances, to have **Your** data deleted or removed;
- in certain circumstances, to restrict the processing of **Your** data;
- a right of data portability, namely to obtain and reuse **Your** data for **Your** own purposes across different services;
- to object to direct marketing;
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on **You**;
- to claim compensation for damages caused by a breach of the data protection legislation.
- if **We** are processing **Your** personal information with **Your** consent, **You** have the right to withdraw **Your** consent at any time.

**We** will, for the purposes of providing **You** with a contract of insurance, processing claims, reinsurance and targeted marketing, process **Your** personal information by means of automated decision making and profiling where **We** have a legitimate interest or **You** have consented to this.

### **What happens if you fail to provide your personal information to us**

If **You** do not provide **Us** with **Your** personal information, **We** will not be able to provide **You** with a contract or assess future claims for the service **You** have requested.

### **Fraud prevention and detection**

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

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

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

### **Claims history**

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

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

This helps to check information provided and prevent fraudulent claims.

### **Employers' Liability Tracing Office (ELTO)**

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

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

As members of ELTO **We** will forward details of **Your** policy if it contains Employers' Liability cover to ELTO together with details of any ERNs **You** have supplied to **Us**.

## **Complaints Procedure**

Rural handles complaints on behalf of Zurich Insurance plc - for the purposes of complaints **'We, Our, Us'** shall refer to Zurich and Rural.

**We** make every effort to ensure that the cover and service provided to **You** is clear, fair and not misleading.

However, should **You** ever wish to make a complaint about any part of **Your** policy or **Our** service, please refer to the table below to help **You** reach the correct area quickly and easily.

**Your** complaint will be acknowledged promptly. **We** aim to resolve all complaints as quickly as possible but, if this will take longer than 10 working days from receipt, **We** will give **You** an expected date of response.

In all correspondence please state that **Your** insurance is provided by Rural and quote the details of **Your** policy, the name of the insured, policy number and departmental references

### **Complaints Contact Details**

Reason for complaint	Nature of complaint	Contact	Contact Details	If not resolved by the end of the next working day <b>Your</b> complaint will be passed to:
Advice or sales related Parts 1 (Farm) & 2 (Home)	Any	<b>Your</b> Insurance Broker	Please refer to <b>Your</b> <i>Insurance Broker</i> correspondence	Customer Relations Department, Rural The Hamlet, Hornbeam Park Harrogate North Yorkshire HG2 8RE  Telephone: 0333 400 9969  Email: <a href="mailto:customerrelations@ruralinsurance.co.uk">customerrelations@ruralinsurance.co.uk</a>
Claims related to Parts 1 (Farm) & 2 (Home)	Any	<b>Your</b> claims handler / administrator in the first instance	Email: <a href="mailto:Ruralinsurance@uk.sedgwick.com">Ruralinsurance@uk.sedgwick.com</a>  Customer Relations Dept. Sedgwick Oakleigh House 14-16 Park Place Cardiff CF10 3DQ  Tel: 02921 010334	
Advice, sales or claims related Parts 3 (Legal Expenses)	Any	<b>Your</b> Insurance Broker	Please refer to <b>Your</b> <i>Insurance Broker</i> correspondence	See Parts 3 Complaints procedure for guidance

If **You** are not happy with the outcome of your complaint, **You** may be able to ask the Financial Ombudsman Service to review **Your** case.

**We** will let **You** know if we believe the ombudsman service can consider **Your** complaint when **We** provide **You** with **Our** decision. The service they provide is free and impartial, but **You** would need to contact them within 6 months of the date of **Our** decision.

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

**You** can also contact them as follows:

**Post:** Financial Ombudsman Service, Exchange Tower, London, E14 9SR

**Telephone:** 0800 0234567 (free on mobile phones and landlines)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If the Financial Ombudsman Service is unable to consider **Your** complaint, **You** may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

## General 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 in bold.

These definitions apply to the entire **Policy**. However, certain words have special meanings that only apply to a particular section of this **Policy**. These are stated at the beginning of the relevant section as special definitions and will apply in that section wherever the defined words appear in bold.

### 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

Shall mean the business stated in the **Policy Schedule** or as extended in respect of sections 9 & 11, for the purposes of this insurance no other.

### Condition(s)

Shall mean a part or parts of the **Policy** that must be complied with by one party or the other. Conditions may be implied by law or set out in the policy. The effect of a breach by **You** depends upon whether it relates to a condition *precedent* (things to be done before the contract is concluded); a condition *subsequent* (things to be done during the policy term); a condition *precedent to liability* (things to be done before **We** are liable for a particular loss).

### Damage/Damaged

Shall mean physical destruction of or damage to property insured.

### Deadstock

Shall mean fuel, lubricants, wood shavings, fertiliser, agrochemicals, animal medicines, seeds, cleaning fluids and feeds excluding hay and straw.

### Denial of Service Attack

Shall mean any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including but not limited to the generation of excess network traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

## **Employee(s)**

Shall mean:

- a) Any person(s) employed by **You** under a contract of service or apprenticeship
- b) Labour masters and persons supplied by them
- c) Labour only Subcontractors and persons supplied by them
- 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 working on a labour only basis under the control or supervision of **You**
- g) Voluntary helpers
- h) Any person(s) supplied to or hired in or borrowed by **You**

## **Endorsement**

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

## **Excess**

Shall mean the first amount of each and every claim payable by **You** in the event of each and every **Loss**. Any voluntary excess is additional to any standard excess stated in the **Policy** or **Policy Schedule**.

## **Hacking**

Shall mean unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data.

## **Insured/You/Your**

Shall mean the person (s) or firm named as the Insured in the **Policy Schedule**

## **Insurers/Us/We/Our**

Shall mean the Insurers for their respective proportions as stated herein, full details of which are shown in the **Policy** or amended by **Endorsement** from time to time.

## **Livestock**

Shall mean Cattle, Sheep, Goats, Pigs, Poultry, Working Dogs, Horses, Llamas, Alpaca and other species as specified in the **Policy Schedule**.

## **Location**

Shall mean any one building or complex of buildings or area of land at a particular site as noted on the **Schedule**.

## **Loss/Losses**

Shall mean physical loss of or damage to insured property. (this defined word is not applicable to Section 11 – Public & Products Liability where **Loss** is re-defined)

### **Machinery Plant and Implements**

Shall mean agricultural implements plant and machinery excluding:

- a) Collector's showpieces unless specified
- b) Office equipment and mobile phones/radios
- c) Power driven vehicles
- d) All terrain vehicles and Quad bikes

### **Period of Insurance**

Shall mean 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**

Shall mean the **Policy**, **Schedule**, Contract Wording and any **Endorsement** attachments issued during the currency of **Your** Insurance.

### **Premises**

Shall mean any premises or land within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands owned used or occupied by **You** for the purposes of the **Business** excluding:

- a) buildings, unless shown in the **Policy Schedule**
- b) **Livestock** or other property hired lent loaned or in the custody or control of a third party unless notified to and accepted by **Us**.

### **Proposal/The Proposal/Statement of Fact**

Shall mean any information supplied by or on behalf of the **Insured**, such as but not limited to a completed **Proposal** form/**Statement of Fact** and other relevant information that **We** may require.

### **Schedule/Policy Schedule**

Shall mean the **Schedule** that 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.

### **Stack**

Shall mean structure consisting of hay or straw either outdoors or within a building.

### **Terrorism**

Shall mean for Liability Insurances:

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

For all other insurances:



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

**Virus or Similar Mechanism**

Shall mean program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not including but not limited to Trojan horses, worms and logic bombs.

**Your Intermediary/Intermediary**

Shall mean the person(s) who have arranged this **Policy** for **You**.

## General Policy Conditions

### 1. Fair Presentation of the Risk

- a) At inception and renewal of this **Policy** and also whenever changes are made to it at **Your** request **You** must:
  - i) disclose to **Us** all material facts in a clear and accessible manner; and
  - ii) not misrepresent any material facts.
- b) If **You** do not comply with clause a) of this condition and the non-disclosure or misrepresentation by **You** is proven by **Us** to be deliberate or reckless **We** may:
  - i) avoid this **Policy** which means that **We** will treat it as if it had never existed and refuse all claims in which case **We** will not return the premium paid by **You**; and
  - ii) recover from **You** any amount **We** have already paid for any claims including costs or expenses **We** have incurred.
- c) If **You** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this **Policy** may be affected in one or more of the following ways depending on what **We** would have done if **We** had known about the facts which **You** failed to disclose or misrepresented:
  - i) if **We** would not have provided **You** with any cover **We** will have the option to:
    - 1) avoid the **Policy** which means that **We** will treat it as if it had never existed and repay the premium paid; and
    - 2) recover from **You** any amount **We** have already paid for any claims including costs or expenses **We** have incurred
  - ii) if **We** would have applied different terms to the cover **We** will have the option to treat this **Policy** as if those different terms apply. **We** may recover any payments made by **Us** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
  - iii) if **We** would have charged **You** a higher premium for providing the cover **We** will charge **You** the additional premium which **You** must pay in full.
- d) Where this **Policy** provides cover for any person other than **You** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession **We** will not invoke the remedies which might otherwise have been available to **Us** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than **You**.

Provided always that if the person concerned or **You** acting on their behalf makes a careless misrepresentation of fact **We** may invoke the remedies available to **Us** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the **Policy** unaffected.

### 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, **We** shall not provide an indemnity and the **Policy** shall be deemed to be terminated with effect from the date of the fraudulent act.

If the **Policy** is terminated under this condition **You** will have no cover under this **Policy** from the date of termination and not be entitled to any refund of premium.

**4. Cancellation**

Rural acting on behalf of the **Insurers** may cancel this **Policy** or any part of it by giving 14 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.

If a claim payment has been made or a claim has been submitted or there has been an incident likely to give rise to a claim during the current **Period of Insurance** **We** reserve the right not to refund any premium for the unexpired portion of the **Policy**. Where a claim is submitted after the policy has been cancelled **We** will deduct the amount of any premium returned to **You** following the cancellation from any claim payment **We** may make to **You**.

**5. Material Alteration**

**You** must give Rural acting for the **Insurers** immediate notice in writing via **Your Intermediary** of any change in circumstances or to the material facts previously disclosed by **You** to **Us** or stated as material facts by **Us** to **You** which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change **We** will be entitled to vary the premium and terms for the rest of the **Period of Insurance**. If the changes make the risk unacceptable to **Us** then **We** are under no obligation to agree to make them and may no longer be able to provide **You** with cover.

If **You** do not notify **Us** of any such change **We** may exercise one or more of the options described in clauses c) i), ii) and iii) of General Policy Condition 1 - Fair Presentation of the Risk but only with effect from the date of the change in circumstances or material facts.

**6. 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.

**7. Items Required Condition**

The **Policy**, the **Proposal**, **Statement of Fact** and/or declaration made by **You**, and any **Endorsements** on the **Policy** and 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 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:

- a) modify **Your** premium,
- b) issue a mid-term adjustment to **Your Policy** terms and **Conditions**,
- c) require **You** to make alterations to the risk insured by the 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.

**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, **We** 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 General Policy Condition 4 - Cancellation.

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.

**8. Fire Extinguishing Appliances Condition**

In consideration of fire extinguishing appliances kept or situated on the **Premises** it is required and **You** hereby undertake:

- a) to make an inspection of the appliances every 6 months 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 **We** are advised of any substantial reduction in the fire extinguishing appliances.

**9. Welding Heat Works and Cutting Equipment Condition**

It is a **Condition** precedent to **Our** liability to pay claims 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 at the point of work.
- 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 at the point of work.

Immediately following completion of each period of work, a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work was carried out (including adjoining shafts or openings and the area on the other side of any wall or partition).

**10. Hay & Straw Condition**

It is a **Condition** Precedent to Liability that:

- 1) The maximum value of any one **Stack** must not exceed £25,000.
- 2) There must be no more than 5 **Stacks** in any one **Location**.

**We** will class the hay or straw to be contained within one **Stack** if:

- 1) The distance between each **Stack** stored outdoors is less than 50 metres.
- 2) The distance between a **Stack** stored outdoors and one within a building is less than 15 metres.
- 3) The distance between separate buildings containing a **Stack** is less than 15 metres.

**11. Sanctions**

Notwithstanding any other terms of this **Policy** **We** will be deemed not to provide cover nor will **We** make any payment or provide any service or benefit to **You** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **Yours** would violate any applicable trade or economic sanctions law or regulation.

**12. Reinstatement of Sum Insured after Loss Condition**

After any **Loss** the Sum(s) Insured, stated in the **Policy Schedule** is/are reduced by the amount of the **Loss** for the remainder of the **Period of Insurance** in which the **Loss** occurs, unless:

- (a) stated otherwise in the section or the **Policy Schedule**
- (b) we otherwise consent and **You** pay the appropriate additional premium to restore the Sum(s) Insured in full.

## General Policy Claims Conditions

(Not applicable to Part 3 – Legal Expenses)

The following **conditions** apply to the whole of this **Policy** including any cover Extensions or **Endorsements** unless stated otherwise.

### 1. Notifications of Claims

*(Not applicable to section 3 – Fatal Injury to Livestock or section 4 Livestock Worrying)*

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 **We** may reasonably require.

Please refer to the Claims Procedure in the 'Customer Information' section at the start of this **Policy** wording.

### 2. Livestock Claims

In the event of death of any **Livestock** that gives rise to a claim under this **Policy**, **You** are required to:

- a) Give Rural immediate notice via **Your Intermediary** of such death and arrange at **Your** own expense, for a veterinary surgeon to confirm the identity of the animal and the cause of death (which may require a post-mortem examination unless **We** agree otherwise in writing) for **Us** without delay
- b) Dispose of the carcass to the best advantage and the amount realised will belong to **Us**
- c) At **Your** own expense to provide any information and evidence that the **Insurers** may require including but not limited to, the post mortem report(s), veterinary certificates, proof as to the identity and value of an animal.

### 3. Payment of Claims

**We** may at any time with Policy Liability having been admitted, pay the Limit of Indemnity or 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.

### 4. Option to Reinstate

If **We** elect or become bound to reinstate or replace any property **You** shall at **Your** own expense produce and give to **Us** such plans, documents, books and information as **We** may reasonably require. **We** 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.

## 5. Right of Entry

On the happening of any destruction or **Damage** in respect of which **You** make or may make a claim under the **Policy**, **We** and every person authorised by **Us** may without thereby incurring any liability and without diminishing the right of **Us** to rely upon any **Conditions** of this **Policy** enter, take or keep possession of the buildings 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. If **You** or anyone acting on **Your** behalf do not comply with **Our** requirements or hinder or obstruct **Us** 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 **Us** whether taken possession of by **Us** or not.

## 6. Subrogation

**We** shall be subrogated to **Your** rights of recovery against any third party.

It is a **Condition** Precedent to **Our** liability that any claimant under this **Policy** shall, at **Our** request and expense, take and permit to be taken all necessary steps for **Us** to enforce any rights against any other party in **Your** name before or after any payment is made by **Us**.

## 7. Pro-Rata Contribution

(Not applicable to Employers Liabilities section and Individual Personal Accident and Sickness section)

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



## General Policy Extensions

The Insurance provided by this **Policy** is extended to include the following:

### 1. **Trace & Access – only applicable for Buildings covered under the following Sections - Part 1, Section 1 – Farm Buildings and Part 2 Section A – Private House Buildings**

The insurance by this **Policy** extends to include the reasonable costs necessarily incurred by **You** in locating the source and for the cost of removing and then repairing, replacing or reinstating **Damage to Buildings** (as defined in the relevant Part 1, Section 1 – Farm Buildings and Part 2 Section A – Private House Buildings) resulting from:

- a) the escape of water or oil from any tank apparatus or pipe
- b) accidental **Damage** to cable underground pipes or drains serving the **Premises**.

**Our** liability shall not exceed £25,000 in respect of any one **Loss** arising from one original cause in any one **Period of Insurance**.

### 2. **Fire Extinguishment Costs**

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

### 3. **Fire Brigade Damage**

This insurance extends to include expenses reasonably and necessarily incurred by **You** in reinstating or repairing landscaped grounds following **Damage** caused by Fire Brigade equipment or personnel in the course of fire fighting operations. The maximum amount **We** will pay under this Extension is £25,000 in any one **Period of Insurance**.

### 4. **Land Agents Fees**

**We** will cover **You** for land agents fees incurred in monitoring, preparing and negotiating claims as a result of **Damage** covered by the following sections

- Part 1 – Farm Insurance
  - Section 1 – Farm Buildings
  - Section 2 – Farm Contents
- Part 2 – Home Insurance
  - Section A – Private House Buildings
  - Section B – Private House Contents

The most that **We** will pay for any one claim is £5,000.

**We** will not pay for any costs or expenses incurred by **Your** insurance broker or insurance agent or **Intermediary** in monitoring, preparing and negotiating claims or preparing a claim on **Your** behalf.

### 5. **Own Premises Contamination Clean Up Costs – only applicable if one of the following Sections has cover Included - Part 1, Section 1 & 2, Part 2 Section A & B**

**We** will reimburse **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:

- a) 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
- b) 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**.

**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**.

**We** will not be liable for the first £250 of each and every incident.

**Our** maximum liability shall not exceed £25,000 in respect of any one **Period of Insurance**.

It is a **Condition** Precedent to **Our** liability under this extension that:

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

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

**6. Own Premises Illegal Waste Removal Costs (Fly tipping) Extension – only applicable if one of the following Sections has cover Included - Part 1, Section 1 & 2, Part 2 Section A & B**

**We** will reimburse **You** for the costs and expenses of removing or cleaning up of waste materials illegally deposited upon land at the **Premises** by Third Parties provided that on discovery of such illegal waste immediate notice is made to the Police and/or other local or government authorities as required.

**We** will not be liable for any costs which result in improvement or alteration of the condition of the land or watercourse or body of water on the **Premises**.

**We** will not be liable for the costs incurred from waste which cannot be identified to a specific time and place of depositing of such waste by others.

**We** will not be liable for costs and expenses for waste which was deposited with **You** or **Your Employees** agreement or consent.

**We** will not be liable for the first £250 of each and every incident.

**Our** maximum liability shall not exceed £10,000 in any one **Period of Insurance**.

## General Policy Exclusions

All the individual **Policy** sections are subject to the following exclusions except where stated below.

### 1. Radioactive Contamination and Explosive Nuclear Assemblies Exclusion

This **Policy** does not cover:

- a) **Loss** of or **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any other costs either directly or indirectly caused by such **Loss** or **Damage**
- b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### 2. War and Civil War Exclusion Clause

(excluding Employers Liability)

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

(excluding Public & Products Liability, Employers Liability, Personal Accident and Sickness Insurance and Legal Expenses).

This **Policy** does not cover **Damage** or **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 agreed that as an Exclusion overriding all other terms (including the nature and terms of perils insured against) this **Policy** does not cover **Loss** of or **Damage** to any property in Northern Ireland or **Loss** resulting therefrom caused by or happening through or in consequence of:

- a) civil commotion
- b) 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 **We** allege that by reason of the provisions of this Exclusion, any **Loss** or **Damage** is not covered by this **Policy** the burden of proving that such **Loss** or **Damage** is covered shall be upon **You**.

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** unless stated otherwise in the **Policy**.

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 **We** 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 **You**.

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 **Loss** or **Damage**, or any 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 **Your** property or not:

- a) correctly to recognise any date as its true calendar date
- b) 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
- c) 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.

This shall not exclude:

Any ensuing **Loss** or **Damage** to property insured;

- a) resulting from a peril insured under this **Policy** and
- b) which is not otherwise excluded

Or

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

Provided that nothing in this Exclusion or any other provision or extension of this **Policy** shall be construed to extend **Our** liability 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, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether **Your** property or not.

## **7. Genetically Modified Crops Exclusion**

**We** will not reimburse **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. Sonic Bangs**

This **Policy** does not cover any **Loss** or **Damage** caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

The following exclusions do not apply to Employers Liability, Public & Products Liability and Legal Expenses.

## **9. Breakdown and Deterioration**

Notwithstanding anything contained herein to the contrary, **We** will not pay **You** for **Loss** of or **Damage** to any property caused by wear, tear, electrical, electronic or mechanical breakdown and/or gradual deterioration.

## **10. Depreciation**

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

## **11. Government Action**

Notwithstanding anything contained herein to the contrary, **We** will not pay **You** for **Loss** of or **Damage** to any property caused by delay, confiscation, detention, requisition or destruction by any Government or other Officials or Authorities.

**12. Vermin**

Notwithstanding anything contained herein to the contrary, **We** will not pay **You** for **Loss** of or **Damage** to any property caused by vermin, insects, fungus, condensation, wet or dry rot or toxic mould unless specifically insured against in any section.

**13. Defective Design**

Notwithstanding anything contained herein to the contrary, **We** will not pay **You** for **Loss** of or **Damage** to any property caused by faulty or defective design, or latent defect.

**14. Electronic Risks**

This **Policy** does not cover:

- a) **Loss** or **Damage** caused by **Virus or Similar Mechanism** or **Hacking** or **Denial of Service Attack** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information or programs or software and whether the property is insured or not
- b) consequential loss directly or indirectly caused by or arising from **Virus or Similar Mechanism** or **Hacking** or **Denial of Service Attack**

but this will not exclude **Loss, Damage** or consequential loss which results from a peril insured under this **Policy** including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence

## Optional Policy Clauses

(Only applicable if shown in the **Policy Schedule**)

### 1. Rent

**We** will not be liable to pay **You** for rent unless the said building be **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.

### 2. 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 **Your 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.

### 3. 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.

### 4. 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** **Our** liability 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.

### 5. 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**, 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.

## Special Provisions to the 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 **Our** liability 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, **Our** liability shall not exceed the sum representing the cost of which **We** 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 has been incurred.
4. Each item insured under this clause is declared to be separately subject to the following **Condition** of average namely:

If the sum insured on any item at the time of **Damage** is less than 85% of the cost of reinstating the whole of the property insured by such item at the time of Reinstatement, then the liability of the **Insurers** shall not exceed that proportion of the amount of the **Damage** which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time.

For the avoidance of doubt solely in respect of the application of average to any item under this **Policy** clause c) iii) of General Policy Condition 1 – Fair Presentation of the Risk will not apply.

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 **Damage** to any property insured hereunder such property shall be covered by any other insurance effected by **You** or on **Your** behalf 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 **Our** and **Your** rights and liabilities in respect of the **Damage** shall be subject to the Terms, **Conditions**, Exclusions, **Endorsements** and Limits of the **Policy** including any **Condition** of average therein as if this clause had not been incorporated therein.

## 6. 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 acting on **Our** behalf within sixty days thereafter and if declarations are not 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 i.e. the total of the sum declared divided by the number of declarations
- c) if the actual premium is 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.

## 7. 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 **You**
- 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.

## 8. Long Term Agreement

**We** will allow **You** a discount of five per cent off the net premiums on Part 1 and 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 by **Us** in substitution for this **Policy** and the same discount shall be allowed off the net premiums on any substituted **Policy** or policies issued by **Us** as aforesaid.

## 9. 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 **Conditions**:

- a) all buildings are to be of brick or stone construction and roofed with slates or tiles
- b) this insurance is operative solely if such theft or attempt thereat involves entry to the buildings by forcible and violent means
- c) 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:

**We** will pay for fatal injury to **Livestock** belonging to **You** or in **Your** care custody or control 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 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.

C1) Notwithstanding anything contained to the contrary in section 11 – Public & Products Liability **We** will pay **You** against liability at law for loss of or injury to animals in **Your** charge or under **Your** control or under the charge or control of any of **Your** employees in connection with the **Business** for an amount not exceeding:

- a) £5,000 in respect of any one animal
- b) £10,000 in any one **Period of Insurance**

but excluding the first £100 of each and every claim under the extended cover provided by this clause.

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

## 10. **Alarm Condition**

It is a **Condition** precedent to Liability 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.
  - 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 acting on behalf of the **Insurers** following any advice from the Police that their service is being withdrawn.

## Part 1 – Farm Insurance

**We** will provide insurance against **Loss, Damage**, death, injury, disease, illness, or liability (as described in this **Policy** and subject to the terms, exclusions, limits and **Conditions**) occurring or arising during the **Period of Insurance** in connection with the **Business** at the **Premises**.

**Our** liability 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.

### 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 **Damaged** at the **Premises** during the **Period of Insurance** by an **Insured Peril** as specified herein, **We** will pay **You** the value of the **Property** or **Building(s)** or any part thereof for the amount of **Damage** at the time of the happening of the **Damage** or may at **Our** option repair, reinstate or replace such **Property** or **Building(s)** or any part thereof if the **Insured Peril(s)** is shown as operative on the **Schedule**.

#### Definitions applicable to this section of the Policy

##### Property

The property specified in section 1 – Farm Buildings.

##### Buildings

Shall include the following:

- a) the interior decorations and the landlords' fixtures and fittings in or on the buildings
- b) walls, gates, fences around and pertaining to the buildings and used in connection with the **Business** therewith are all owned by **You** and for which **You** are responsible
- c) external fire escapes, hoists, gangways, external clocks, staircases, water tanks over or forming roofs of Buildings, solar panels, small ancillary buildings and structures including concrete, paved or asphalt forecourts, yards, terraces, drives or footpaths; on the same **Premises**
- d) external trunks, conveyors, shafting, belting, cables, ropes, service pipes and similar equipment all **Your** property or for which **You** are responsible
- e) internal and external fixed glass sanitary ware and signs

##### Plan No(s)

Plan No(s) refer to the plans(s) of the **Premises** lodged with Rural, copies of which are available on request.

## Insured Perils

**Your Schedule** will show which of the following **Insured Perils** are operative.

- 1 Fire (whether resulting from explosion or otherwise) not occasioned by or happening through riot, civil commotion, earthquake, subterranean fire.
- 2 Aircraft and other aerial devices or articles dropped from them.
- 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 **Damage** (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation destruction or **Damage** by theft.
- 7 Storm or Tempest or Flood excluding:
  - a) **Damage** by frost, subsidence or landslip
  - b) **Damage** to fences, gates, and moveable property in the open.
8. Bursting or overflowing of water tanks, apparatus or pipes excluding destruction or **Damage** by water leaking or discharged from an automatic sprinkler installation.
9. Impact with the **Property** insured by any road vehicle (including fork lift trucks), train or animal.
10. Impact by falling trees, telegraph poles, lampposts, wind turbines, pylons or parts of them, excluding gates.
11. Theft or any attempt thereat.
12. Bursting, overflowing or leakage of fuel oil and fertiliser storage tanks excluding contents therein.
13. Defective oil vaporisation of any fixed oil burning heating appliance.
14. Accidental Damage

**Damage** from any other cause excluding:

- a) **Damage** to:
  - i) any **Building** or structure arising from its own collapse or cracking, but **We** will not exclude subsequent **Damage** which results from a cause which is not otherwise excluded
  - ii) gates, fences and moveable property in the open arising from wind, rain, hail, sleet, snow

- or dust
  - iii) property arising from its undergoing any:
    - 1) process of production, packing, treatment, testing, commissioning, servicing, repair or its use as a tool
    - 2) heating process or any process involving the application of heat
  - iv) jewellery, precious stones or metals, bullion, furs, curiosities, works of art or rare books
  - v) glass and sanitary ware (other than fixed glass and sanitary ware), china, earthenware, marble or other fragile or brittle objects
  - vi) money and monetary documents or securities of any description
  - vii) vehicles licensed for road use (including accessories on them), caravans, trailers, property whilst attached to a self propelled vehicle, railway locomotives and rolling stock, watercraft or aircraft
  - viii) property or structures in the course of construction or erection and materials or supplies in connection with such property or structures
  - ix) land, roads, pavements, piers, jetties, bridges, culverts or excavations; unless specifically shown as insured on **Your** schedule
  - x) **Livestock**, growing crops or trees
  - xi) property which at the time of the **Damage** is insured by or would be but for the existence of this **Policy** be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected
- b) **Damage** arising from:
- i) any of the perils, peril exclusions or optional cover extensions available under this **Policy** whether insured hereby or not
  - ii) inherent vice, latent defect, gradual deterioration, frost, change in water table, wear and tear, faulty or defective design or materials, other than subsequent **Damage** which arises from a cause not otherwise excluded
  - iii) faulty or defective workmanship by **You** or any **Employees**
  - iv) operational error or omission by **You** or any **Employees**
  - v) rust, corrosion, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, wet or dry rot, fungus, mould and spores of any type, vermin or insects
  - vi) change in temperature, colour, flavour, texture or finish
  - vii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping connected to them
  - viii) mechanical or electrical breakdown or derangement of any machine, apparatus or equipment other than subsequent **Damage** which results from a cause which is not otherwise excluded
  - ix) escape of flue gases or fumes
  - x) the deliberate act of a supplier withholding the supply of water, gas, electricity, telecommunications or fuel
  - xi) Pollution or contamination other than such **Damage** which results from a cause not otherwise excluded
  - xii) disappearance, unexplained inventory shortage or the misfiling or misplacing of information
  - xiii) the failure of seeds to germinate.
- c) The first £250 of each and every claim

**Our** liability 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 Conditions

### 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** 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** up to the date of completion, but only to the extent that the contracting purchaser cannot recover their **Loss** from elsewhere.

### 2. Application of Average

Sums Insured in respect of **Property** or **Buildings** are declared to be subject to the Application of 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.

For the avoidance of doubt solely in respect of the application of Average to any item under this **Policy** clause c) iii) of General Policy Condition 1 – Fair Presentation of the Risk will not apply.

### 3. Modern Materials

In respect of **Buildings** 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 unless reinstatement basis is selected.

## Section Extensions

The Insurance provided under this section is extended to include the following:

### 1. 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).

### 2. 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.

### 3. Landlords and Freeholders

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

#### 4. 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 20% of the total sum insured on **Buildings**, but only in so far as such **Property** is not otherwise insured by **You** or on **Your** behalf and it being understood that this extension does not include appreciation in value. **You** undertake to give particulars of such additional insurance each half year and to pay the pro rata additional premium 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.

#### 5. 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 **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 **Damage** and fees shall not exceed in the aggregate the Sum Insured by each item.

#### 6. Change of Use

**You** must give Rural immediate notification in writing via **Your** Insurance **Intermediary** 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.

#### 7. Drains and Gutters

This section is extended to pay necessary and reasonable costs to clean and clear drains, sewers or gutters for which **You** are responsible following **Damage** arising from an **Insured Peril** to **Property** shown on **Your Schedule**.

#### 8. Subrogation Waiver

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 any Company standing in relation of parent or subsidiary (subsidiary to parent) to **You** and 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

#### 9. 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 European Community Legislation 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 in respect of **Damage** occurring prior to the granting of this extension
- b) in respect of **Damage** not insured by this section
- c) under which notice has been served on **You** prior to the happening of the destruction or **Damage**

- d) 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**
- e) 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
- f) the amount of any rate tax duty development or other charge or assessment arising out of capital depreciation 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 **We** may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid regulations or Bye-Laws so necessitate) subject to **Our** liability under this extension not being increased.

If **Our** liability under any item of the specification apart from this extension shall be reduced by the application of any of the Terms, **Conditions**, Exclusions, **Endorsements** and Limits of the **Policy** then **Our** liability 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.

#### 10. Removal of Debris

The insurance extends to include costs and expenses necessarily incurred by **You** with **Our** consent in:

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping up to make safe

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

**Our** liability under this clause in respect of any one event at any one **Location** shall in no case exceed the sum insured shown in the **Schedule**. In addition to the sum insured **We** will pay up to up to £50,000 under this extension for the removal of **Asbestos** debris

**We** shall not pay for any costs or expenses

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



## 11. Theft of Keys

If **Insured Peril 11** is covered **We** will pay for replacement locks and keys following theft of keys from the **Premises** or from **Your** home or the home of any of **Your** partners directors or **Employees** entrusted with such keys to any safe, strong room or intruder alarm system at the **Premises** or the **Buildings** insured by this Section.

The most **We** will pay in any one claim is £5,000. This is in addition to the sum insured.

## 12. Unauthorised Use of Gas, Water or Electricity

**We** will pay the costs for which **You** are responsible for gas, water or electricity, arising from their unauthorised use by persons occupying the **Premises** without **Your** permission. It is a **Condition** precedent to **Our** liability to make any payment under this extension that **You** take all practical steps to end the unauthorised use as soon as it is discovered. The maximum **We** will pay is £10,000 in respect of any one claim or series of claims, arising out of any one original cause

## 13. Building Materials and Machinery

**We** will pay for **Loss** or **Damage** to:

- a) machinery including plant and tools used in connection with the work of construction, modernisation, renovation or refurbishment of any **Building**, and
- b) materials intended for incorporation into any such **Building**

caused by an operative **Insured Peril**

The maximum **We** will pay for any one occurrence shall not exceed £50,000.

## Section 2 – Farm Contents

### Your Cover

In the event of the property insured or any part of such property being **Damaged** at the **Premises** during the **Period of Insurance** by an **Insured Peril** as specified herein, **We** will pay **You** the value of the property or any part thereof for the amount of **Damage** at the time of the incident or may at **Our** option repair, reinstate or replace such property or any part thereof if the peril(s) is shown as operative on the **Schedule**. 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.

**Our** liability 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.

### Insured Perils

**Your Schedule** will show which of the following **Insured Perils** are operative.

1. Fire (whether resulting from explosion or otherwise) not occasioned by or happening through:
  - a) its undergoing any process involving the use of heat (other than grain drying)
  - b) riot, civil commotion.
2. Aircraft and other aerial devices or articles dropped there from.
3. Explosion.
4. Lightning.
5. Earthquake.
6. Riot, civil Commotion, strikers, locked out workers, persons involved in labour disturbances or malicious persons excluding:

#### **Loss of or Damage:**

- a) by confiscation or destruction or requisition by order of the Government or any Public Authority
  - b) resulting from cessation of work
  - c) by theft.
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 **Loss or Damage** to growing crops.
11. Impact by falling trees, telegraph poles, lampposts, wind turbines, pylons or parts of them.
12. Theft, including attempt thereat excluding:
  - a) **Loss or Damage** occasioned by or in collusion with any member of **Your** family or **Business** staff
  - b) unexplained mysterious disappearance/and or shortage of stock.

## Section Conditions

### 1. 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** 2 below):

Hay and straw

Grain seed and the like

Silage/roots

All other produce

Deadstock and Agricultural Produce

#### **Livestock**

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 3 below):

#### **Machinery Plant and Implements**

Grain drying plant and machinery

Poultry appliances – heated

Dairy equipment

Portable hand tools

### 2. 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** 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.

For the avoidance of doubt solely in respect of the application of average to any item under this **Policy** clause c) iii) of General Policy Condition 1 – Fair Presentation of the Risk will not apply.

### 3. 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**, 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.

For the avoidance of doubt solely in respect of the application of average to any item under this **Policy** clause c) iii) of General Policy Condition 1 – Fair Presentation of the Risk will not apply.

#### 4. **First Loss Basis**

When an item for wall, gates, fences and hedges appears on the **Schedule** the sum insured is on a first loss basis.

#### 5. **Limit of Indemnity in respect of Livestock only**

**Our** liability in respect of such **Loss** or **Damage** to any one animal shall not exceed the market value of that animal at the time of **Loss** or **Damage** and in any event not exceed £10,000 to any one animal other than

- a) horses where **Our** Liability in respect of each horse shall not exceed the market value of that animal at the time of **Loss** or **Damage** and in any event not exceed £5,000 to any one horse otherwise advised to and agreed in writing by **Us**.
- b) Working dogs where **Our** Liability in respect of each working dog shall not exceed the market value of that animal at the time of **Loss** or **Damage** and in any event not exceed £2,000 to any one working dog otherwise advised to and agreed in writing by **Us**

**Our** liability shall not exceed the total Sum insured specified in the **Schedule**.

### **Section Extensions**

The Insurance provided under this section is extended to include the following:

#### 1. **Additions**

In respect of items on the **Schedule** that incorporate **Machinery Plant and Implements** the insurance extends to include, in respect of each item, additional **Machinery Plant and Implements** for an amount not exceeding 15% of the Sum insured on **Machinery Plant and Implements** forming that item from the time **You** became responsible therefore, but only in so far as such property is not otherwise insured by **You** or on **Your** behalf, 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.

#### 2. **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.

#### 3. **Electrical Apparatus**

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

#### 4. **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.

#### 5. **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.

#### 6. **Temporary Removal**

Notwithstanding the terms of **Insured Peril 12** as stated above, this section of the **Policy** extends to include any property insured hereby whilst temporarily removed for a maximum 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 extension. The protection afforded by this extension of cover applies only in so far as such property so removed is not otherwise insured.

#### 7. **Loss of Metered Water**

Cover for **Damage** caused by escape of water from any tank, apparatus or pipe (not being automatic sprinkler installations), where insured by this section, includes the cost of metered water (calculated at the current rate per cubic metre) consumed as a direct result of the escape, subject to the amount payable under this Extension not exceeding £5,000 in total for all claims or series of claims, arising out of any one original cause.

**We** shall not be liable in respect of the first £250 of each and every claim, subject to all claims or series of claims, arising out of any one original cause, being treated as one claim.

#### 8. **Removal of Debris**

The insurance extends to include costs and expenses necessarily incurred by **You** with **Our** consent in:

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping up to make safe

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

**Our** liability under this Clause in respect of any one event at any one **Location** shall in no case exceed the sum insured shown in the **Schedule** for each item in respect of all other **Losses**. In addition to the sum insured **We** will pay up to up to £50,000 under this extension for the removal of **Asbestos** debris

**We** shall not pay for any costs or expenses

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

## 9. **Livestock Extensions**

If **Livestock** are insured as specified on the Schedule the Insurance provided under this section is extended to include the following:

- a) Veterinary surgeons fees up to £1,000 per animal necessarily incurred in the event of **Loss** or **Damage** which in the absence of such treatment would give rise to a claim under this section (see General Claims Condition)
- b) Carcass Removal Costs - In the event of the death of the animal or its necessary slaughter for which **We** have admitted liability **We** will pay the reasonable costs incurred in the removal of the carcass to the nearest knackery or renderer or bone fide disposal centre provided **Our** liability under this extension shall not exceed £500 in respect of any one animal.
- c) Advertising and Reward - An amount not exceeding £500 in respect of any one claim, where **Insured Peril 12 Theft** is insured for the costs of advertising and reward.
- d) Rescue Cover **We** will pay any costs incurred by a professional rescue organisation or the police arising from the rescue or attempted rescue of **Livestock**

**Livestock** must require rescue as a direct result of an **Insured Peril** under this **Policy**

The maximum **We** will pay is £500 in respect of any one animal or £2,500 any one claim

- e) Contract Price Extension - If any **Livestock** that are sold but not delivered and for which **You** remain responsible suffer **Loss** or **Damage** and form part of a valid claim under this section **We** will consider their value to be the sale price.

**We** will not pay for any amount exceeding the any one animal limit stated in **Section Condition 5**. per animal in any one **Period of Insurance**.

## 10. **Change of Temperature**

**We** will pay for **Damage to Property** shown on **Your** schedule arising from change of temperature resulting from destruction or disablement of refrigerating or electrical or conditioning plant or apparatus arising from an **Insured Peril** other than Accidental Damage.

## 11. Enforced Sale of Produce

If as a direct result of **Damage to Property** at the **Premises** for which **We** are paying a claim **You** have to dispose of undamaged agricultural produce insured **We** will pay for:

- a) the difference between the price **You** obtain for the produce and:
  - i. the cost at which the produce can be replaced; or
  - ii. for produce intended for sale, the market price it would have obtained at the date(s) selected by **You** when such produce would have been sold if the **Damage** had not occurred less the amount of any storage, harvesting or similar costs which due to the disposal are not incurred. **You** will inform **Us** at least 48 hours in advance of the selected dates; and
- b) additional expenses **You** necessarily and reasonably incur to reduce the amount lost under paragraph a) above, provided that the additional expenses incurred are not more than the reduction which the expenditure avoids.

**We** will not pay for losses or expenditure incurred more than 12 months after the **Damage**.

## 12. Farm Contents Belonging to Your Neighbour

**We** will pay for **Damage to Machinery Plant and Implements**, tools and equipment that **You** have hired or borrowed from **Your** neighbour to use for **Your** farming and growing activities. The most **We** will pay during any one **Period of Insurance** is £5,000. This is in addition to the sum insured.

**We** will not pay the first £100 of each claim.

## 13. Enforced Sale of Undamaged Livestock

If as a direct result of **Damage** at the **Premises** for which **We** are paying a claim **You** have to sell or slaughter some of the **Livestock** insured, **We** will pay for:

- a) the difference between the price **You** obtain for the **Livestock** and:
  - i. for breeding stock, the cost at which they can be replaced as soon as is practical by similar animals; or
  - ii. for **Livestock** intended for sale, the market price they would have obtained at the dates selected by **You** when such **Livestock** would have been sold if the **Damage** had not happened;  
less the amount of any feeding, heating or similar costs which due to the disposal are not incurred. **You** will inform **Us** at least 48 hours in advance of the selected dates; and
- b) additional expenses **You** necessarily and reasonably incur to reduce the amount lost under paragraph a) above, provided that the additional expenses incurred are not more than the reduction which the expenditure avoids.

**We** will not pay for:

- a) any amount exceeding the any one animal limit stated in the **Policy Schedule** per animal in any one **Period of Insurance**.
- b) losses or expenditure incurred more than 12 months after the **Damage**.

#### 14. Employee's Personal Effects

This section extends to include **Loss** or **Damage** to the **Personal Effects** of directors, partners **Employees** and visitors where such **Loss** or **Damage** is the result of an event which forms a valid claim under this section

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

definitions applying to this extension

##### **Personal effects**

Personal belongings excluding money, credit cards, car audio equipment, televisions or jewellery.

#### 15. Contract Price Extension

If any goods or produce that are sold but not delivered and for which **You** remain responsible, subject to a sale contract, suffer **Loss** or **Damage** and form part of a valid claim under this section **We** will consider their value to be the sale price.

#### 16. Plant and Equipment Hired-in or Borrowed

**We** will pay **You** for:

- a) **Loss** or **Damage** to **Farming Equipment**:
  - i) temporarily hired-in; or
  - ii) temporarily hired or borrowed by **You** on a neighbourly basis for use in **Your** farming or growing activitieswhilst in **Your** custody and control at the **Premises**
- b) **Your** legal liability under the terms of any hire agreement to pay:
  - i) for the **Loss** or **Damage** to the **Hired-in Plant**; and
  - ii) continuing hiring charges for **Hired-in Plant** following **Loss** or **Damage** insured under b) i) abovewhilst the **Hired-in Plant** is at the **Premises**

or whilst in transit (other than by sea or air) between **Premises**.

The cover provided by this Extension is subject to the following:

- a) Indemnity shall only apply in respect of **Hired-in Plant** or **Farming Equipment** loaned hired or borrowed for which a valid claim has otherwise been admitted under this section.
- b) Cover under part b) ii) above in respect of each affected item shall not exceed an amount equal to its hire charges for 90 days following its **Loss** or **Damage**.

**We** shall not be liable under this Extension for:

- a) **Loss** or **Damage** caused by or arising from **Your** wilful acts and/or wilful neglect
- b) continuing hire charges in respect of tower cranes or scaffolding
- c) **Farming Equipment** **You** loan hired-in or borrow for which more specific insurance is operative



- d) **Loss or Damage** or wear and tear arising out of the normal operation of the item of equipment or plant
- e) **Loss or Damage** to **Farming Equipment** whilst it is being driven on a road or public highway as defined in Section VI of the Road Traffic Act 1988.

The maximum amount that **We** will pay under this extension is £25,000 in respect of any one claim.

Definitions for the purposes of this extension:

#### **Farming Equipment**

Shall mean agricultural machinery, plant and vehicles and associated implements, tools and equipment all used for the purposes of **Your** farming and growing activities but excluding **Hired-in Plant**.

#### **Hired-in Plant**

Shall mean equipment **You** hire under the Model Conditions for the Hiring of Plant recommended by the Construction Plant-Hire Association or the Scottish Plant Owners Association or conditions not more onerous which have been evidenced in writing and accepted and exchanged between all bound parties.

### **17. Computer Additional Costs**

**We** will pay necessary and reasonable costs (including overtime working) to effect a temporary repair or to expedite the permanent repair of **Damage** to any computer for which **We** are paying a claim under this section.

The most **We** will pay for any one loss is £1,000. This is in addition to the Sum Insured.

## **Optional Additional Section Extensions**

Applicable only if stated in **Your Policy Schedule**

### **1. Accidental Damage – Machinery**

The cover provided by any Item where Accidental Damage (AD) is shown on the **Schedule** is extended to include **Loss** by any cause not excluded under this section but excluding:

- a) any process of repair
- b) the first £250 of each and every claim
- c) cover whilst attached to a self propelled vehicle or implement

### **2. Storm/Tempest/ Flood/ Burst Pipes Extension**

The cover provided by any Item where Storm/Tempest/Flood/Burst Pipes (STF BP) is shown on the **Schedule** is extended to include **Loss** or **Damage** as a result of:

Storm, Tempest or Flood Excluding:

- a) **Damage** to property by frost, subsidence, heave or landslip

- b) **Damage** to property in the open or contained in moveable/portable buildings in the open or in open fronted or open sided buildings (except damage arising from collapse or partial collapse of the roof caused by weight of snow)
- c) the first £500 of each and every **Loss** or **Damage** per building subject to a maximum **Excess** of £500 in respect of each separate **Premises** in respect of storm or tempest
- d) the first £500 of each and every **Loss** or **Damage** in respect of flood
- e) **Damage** to walls gates fences and hedges.

Bursting or overflowing of water tanks apparatus or pipes excluding:

- a) **Damage** by water discharged or leaking from an installation of automatic sprinklers
- b) **Damage** to property in the open or in open fronted or open sided buildings
- c) the first £500 of each and every **Loss** or **Damage**.

### 3. **Storm/Tempest/Flood Extension**

The cover provided by any Item where Storm/Tempest/Flood (STF) is shown on the **Schedule**, cover is extended to include **Loss** or **Damage** as a result of storm, tempest or flood excluding:

- a) **Damage** to property by frost, subsidence, heave or landslip
- b) **Damage** to property in the open or contained in moveable/portable buildings in the open or in open fronted or open sided buildings(except damage arising from collapse or partial collapse of the roof caused by weight of snow)
- c) the first £500 of each and every **Loss** or **Damage** per building subject to a maximum **Excess** of £500 in respect of each separate **Premises** in respect of storm or tempest
- d) the first £500 of each and every **Loss** or **Damage** in respect of flood
- e) **Damage** to walls gate fences and hedges.

### 4. **Burst Pipes Extension**

The cover provided by any Item where Burst Pipes (BP) is shown on the **Schedule** cover is extended to include **Loss** or **Damage** as a result of bursting or overflowing of water tanks apparatus or pipes excluding:

- a) **Damage** by water discharged or leaking from an installation of automatic sprinklers
- b) **Damage** to property in the open or in open fronted or open sided buildings
- c) the first £500 of each and every other **Loss** or **Damage**.

### 5. **Mysterious Disappearance**

Where Mysterious Disappearance (MYTS) appears in the **Schedule** in respect of **Livestock**, exclusion b) of Peril 12 – Theft – is deleted.

## 6. Accidental Damage,

Where Accidental Damage (ADP) appears in the **Schedule**

**Damage** from any other cause excluding:

a) **Damage** to:

- i) any **Building** or structure arising from its own collapse or cracking, but **We** will not exclude subsequent **Damage** which results from a cause which is not otherwise excluded
- ii) gates, fences and moveable property in the open arising from wind, rain, hail, sleet, snow or dust
- iii) property arising from its undergoing any:
  - 1) process of production, packing, treatment, testing, commissioning, servicing, repair or its use as a tool
  - 2) heating process or any process involving the application of heat
- iv) jewellery, precious stones or metals, bullion, furs, curiosities, works of art or rare books
- v) glass and sanitary ware (other than fixed glass and sanitary ware), china, earthenware, marble or other fragile or brittle objects
- vi) money and monetary documents or securities of any description
- vii) vehicles licensed for road use (including accessories on them), caravans, trailers, property whilst attached to a self propelled vehicle, railway locomotives and rolling stock, watercraft or aircraft
- viii) property or structures in the course of construction or erection and materials or supplies in connection with such property or structures
- ix) land, roads, pavements, piers, jetties, bridges, culverts or excavations; unless specifically shown as insured on **Your** schedule.
- x) **Livestock**, growing crops or trees
- xi) property which at the time of the **Damage** is insured by or would be but for the existence of this **Policy** be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

b) **Damage** arising from:

- i) any of the perils, peril exclusions or optional cover extensions available under this **Policy** whether insured hereby or not
- ii) inherent vice, latent defect, gradual deterioration, frost, change in water table, wear and tear, faulty or defective design or materials, other than subsequent **Damage** which arises from a cause not otherwise excluded
- iii) faulty or defective workmanship by **You** or any **Employees**
- iv) operational error or omission by **You** or any **Employees**
- v) rust, corrosion, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, wet or dry rot, fungus, mould and spores of any type, vermin or insects
- vi) change in temperature, colour, flavour, texture or finish
- vii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping connected to them
- viii) mechanical or electrical breakdown or derangement of any machine, apparatus or equipment other than subsequent **Damage** which results from a cause which is not otherwise excluded
- ix) escape of flue gases or fumes
- x) the deliberate act of a supplier withholding the supply of water, gas, electricity, telecommunications or fuel
- xi) Pollution or contamination other than such **Damage** which results from a cause not

- otherwise excluded
  - xii) disappearance, unexplained inventory shortage or the misfiling or misplacing of information
  - xiii) the failure of seeds to germinate.
- c) The first £250 of each and every claim

### **Section Exclusion – Indirect Loss**

All indirect **Loss** or **Damage** subsequent upon the happening on an **Insured Peril** specified above is specifically excluded.

## 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 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 or unloading on or from such vehicle at **Your Premises**.
2. **Cover B** (Transit cover only)  
Being conveyed by a motor vehicle including loading and unloading on or from such vehicle at **Your 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.

### Definition applicable to this section of the Policy

#### Fatal Injury

Violent, accidental and visible act which occurs at an identifiable time and place during the **Period of Insurance** which causes death to **Livestock** including death by poisoning, but excluding any loss due to pregnancy or parturition birthing process.

### Section Conditions

#### 1. Condition of Average

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

For the avoidance of doubt clause c) iii) of General Policy Condition 1 – Fair Presentation of the Risk will not apply.

#### Limit of Indemnity

**Our** liability in respect of such **Fatal Injury** to any one animal shall not exceed the market value of that animal at the time of **Fatal Injury** and in any event not exceed £10,000 to any one animal other than:

- a) horses where **Our** liability in respect of each horse shall not exceed the market value of that animal at the time of **Fatal Injury** and in any event not exceed £5,000 to any one horse otherwise advised to and agreed in writing by **Us**.
- b) Working dogs where **Our** liability in respect of each working dog shall not exceed the market value of that animal at the time of **Fatal Injury** and in any event not exceed £2,000 to any one working dog otherwise advised to and agreed in writing by **Us**.

**Our** overall liability shall not exceed the total Sum insured specified in the **Schedule**.

## Section Extensions

The insurance provided under this section is extended to include the following:

- a) Veterinary surgeons fees up to £1,000 per animal necessarily incurred in the event of **Loss** or **Damage** which in the absence of such treatment would give rise to a claim under this section (see General Claims Condition)
- b) Carcass Removal Costs - In the event of the death of the animal or its necessary slaughter for which **We** have admitted liability **We** will pay the reasonable costs incurred in the removal of the carcass to the nearest knackery or renderer or bone fide disposal centre provided **Our** liability under this extension shall not exceed £500 in respect of any one animal.
- c) Rescue Cover **We** will pay any costs incurred by a professional rescue organisation or the police arising from the rescue or attempted rescue of **Livestock**

**Livestock** must require rescue as a direct result of an **Insured Peril** under this **Policy**

The maximum **We** will pay is £500 in respect of any one animal or £2,500 any one claim

- d) Contract Price Extension - If any **Livestock** that are sold but not delivered and for which **You** remain responsible suffer **Loss** or **Damaged** and form part of a valid claim under this section **We** will consider their value to be the sale price.

**We** will not pay for any amount exceeding the any one animal limit stated in the sections **Limit of Indemnity** per animal in any one **Period of Insurance**.

## Section Exclusions

This section does not cover:

- a) **Losses** outside the limits of Great Britain, Northern Ireland, the Isle of Man, the Channel Islands nor sea transits between them
- b) **Loss** by disease and illness except where is a direct consequence of an event which would give rise to a valid claim under this section and subject to all other terms, **Conditions** and exclusions of the **Policy**
- c) **Livestock** in transit for hire or reward.
- d) **Losses** in respect of any surgical procedure in response to accidental injury to **Livestock** unless conducted by a qualified veterinary surgeon and certified by them to have been undertaken in an attempt to preserve the animal's life
- e) **Losses** in respect of any animal being used other than for its intended purpose
- f) **Losses** in respect of inoculation which is not of a prophylactic nature or necessitated by accidental injury
- g) **Losses** arising directly or indirectly from the hire of any animal
- h) **Livestock** kept on common or unfenced land

## Optional Additional Section Extensions

Applicable only if stated in **Your Policy Schedule**

### 1. Fatal Injury to Livestock Including Own Premises

Where Own Premises is shown on the **Schedule** cover is extended to include **Fatal Injury to Livestock** on and away from **Your Premises** and whilst being conveyed by a motor vehicle including loading and unloading on or from such vehicle at the **Insured's 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.

Excluding:

- a) the first £250 of each claim arising out of **Fatal Injury to Livestock** on **Your Premises**.
- b) **Losses** as a result of the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, dam or inundation from the sea whether resulting from storm or tempest or otherwise.

## Section 4 – Livestock Worrying

### Your Cover

Under this section, **We** will pay **You** for **Fatal Injury** caused by dogs, foxes, vermin and wild animals to **Livestock** specified in **Your Schedule** belonging to **You** or in **Your** care, custody and control.

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.

### Definition applicable to this section of the Policy

#### Fatal Injury

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

### Section Conditions

#### Condition of Average

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

For the avoidance of doubt clause c) iii) of General Policy Condition 1 – Fair Presentation of the Risk will not apply.

#### Limit of Indemnity

**Our** liability in respect of such **Fatal Injury** to any one animal shall not exceed the market value of that animal at the time of **Fatal Injury** and in any event not exceed £10,000 to any one animal otherwise advised to and agreed in writing by **Us**.

**Our** overall liability shall not exceed the total sum insured specified in the **Schedule**.

### Section Extensions

The insurance provided under this section is extended to include the following:

- a) veterinary surgeons fees up to £1,000 per animal necessarily incurred in the event of **Loss** or **Damage** which in the absence of such treatment would give rise to a claim under this section (see General Claims Condition)
- b) Carcass Removal Costs - In the event of the death of the animal or its necessary slaughter for which **We** have admitted liability **We** will pay the reasonable costs incurred in the removal of the carcass to the nearest knackery or renderer or bone fide disposal centre provided **Our** liability under this extension shall not exceed £500 in respect of any one animal.



- c) Contract Price Extension - If any **Livestock** that are sold but not delivered and for which **You** remain responsible suffer **Loss** or **Damage** and form part of a valid claim under this section **We** will consider their value to be the sale price.

**We** will not pay for any amount exceeding the any one animal limit stated in the sections **Limit of Indemnity** per animal in any one **Period of Insurance**

### Optional additional section extensions

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

#### 1. **Panic and Suffocation Extension**

The cover provided by this section is extended to include panic and suffocation of poultry by any violent, accidental and visible cause excluding:

- a) the deliberate act of any electricity, gas or water supply undertaking or the exercise by any such undertaking of its power to withhold or restrict supply
- b) **Damage** to machinery or plant caused by its own mechanical or electrical breakdown, or explosion due to internal fluid (including steam, gas or air) pressure
- c) wear, tear, deterioration or gradually developing flaws or defects in **Your** buildings, machinery or plant
- d) cannibalism, disease or poisoning of poultry
- e) **Loss** or **Damage** caused by storm or flood to moveable property in the open
- f) **Loss** or **Damage** resulting from cessation of work
- g) **Loss** or **Damage** resulting from confiscation, destruction or requisition by order of the Government or any public authority
- h) **Loss** or **Damage** to poultry as a result of inadequacy of heating, ventilation, feed or drink
- i) **Loss** or **Damage** attributable solely to change in the water level table
- j) **Loss** resulting from deliberate erasure, **Loss** or corruption of information on computer systems or other records, programs or software
- k) The first £100 of each and every **Loss** or **Damage** after the application of any special condition of average.

### Section Exclusions

This section does not cover:

- a) **Losses** outside the limits of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- b) **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** and Exclusions of the **Policy**
- c) **Fatal Injury** caused by dog(s) owned by **You** or owned by any member of **Your** family residing in **Your** household or in **Your** care, custody and control
- d) **Fatal Injury** to any animal other than cattle sheep or poultry

## Section 5 – Business Money

### Your Cover

We will indemnify **You** against **Loss of 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:

- a) **Loss** arising from fraud or dishonesty of **Your Employees** not discovered within 7 working days of its occurrence
- b) **Loss** from any machine operated by notes, coins or tokens
- c) **Loss** from any unattended vehicle
- d) Any consequential **Loss** or shortages due to error or omission or any depreciation in value
- e) **Loss** resulting from any business transaction

In addition **We** agree to payment, replacement or repair, indemnify **You** in respect of **Loss** or **Damage** to:

- a) any specified safe/ strong room - details of which have been approved and lodged with **Us**
- b) Money in the specified safe

following theft or attempted theft there from.

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

### Definitions applicable to this section of the Policy

#### Money

Shall mean cash, bank and currency notes, currency, crossed or uncrossed cheques, crossed or uncrossed Giro cheques, Giro drafts, travellers' cheques, crossed or uncrossed money orders, crossed or uncrossed postal orders, crossed or uncrossed bankers' drafts, bearer bonds, current postage stamps, current revenue stamps, unused units in postage stamp franking machines, bills of exchange, consumer redemption vouchers, travel tickets, validated tickets for the National Lottery and gaming machine tokens, trading stamps, gift vouchers, telephone cards, mobile phone talk vouchers, VAT purchase invoices, luncheon vouchers credit company sales vouchers all belonging to **You** or for which responsibility has been accepted by **You**, in connection with the **Business**.

#### 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**.

## Loss of sight

Shall mean the permanent and total loss of sight which **We** will consider as having happened:

- a) In both eyes, on the authority of a fully-qualified ophthalmic specialist after correction, the degree of sight you have left in both eyes is 3/60 or less on the Snellen scale (meaning **You** should be able to see sixty feet)

Or

- b) In one eye if on the authority of a fully qualified ophthalmic specialist after correction, the degree of sight **You** have left is 3/60 or less on the Snellen scale (meaning **You** can see at three feet what **You** should be able to see at 60 feet)

## 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.	crossed or uncrossed cheques, crossed or uncrossed Giro cheques, Giro drafts, travellers' cheques, crossed or uncrossed money orders, crossed or uncrossed postal orders, crossed or uncrossed bankers' drafts, bearer bonds, current postage stamps, current revenue stamps, unused units in postage stamp franking machines, bills of exchange, consumer redemption vouchers, travel tickets, validated tickets for the National Lottery and gaming machine tokens, trading stamps, gift vouchers, telephone cards, mobile phone talk vouchers, VAT purchase invoices, luncheon vouchers, credit company sales vouchers all pertaining to the <b>Business</b> .	<b>£250,000</b>
2.	Cattle Control documents/passports maximum £55 per document.	<b>£30,000</b>
3.	Other <b>Money</b> not specified in 1 or 2 above and not contained in a locked safe:	
	a) the <b>Insured's</b> office <b>Premises</b> outside <b>Business</b> Hours	<b>£1,000</b>
	b) <b>You, Your</b> principles or authorised <b>Employees</b> private dwelling houses	<b>£1,000</b>
	c) any other <b>Loss</b>	<b>Limit Shown on the Policy Schedule</b>
4.	Cash in Safe Overnight.	<b>Limit Any One Loss Shown on the Policy Schedule</b>
5.	<b>We</b> will indemnify <b>You</b> for any amount for which <b>You</b> become liable under the terms of issue of any bank charge, credit, debit or cash card, used only in connection with the <b>Business</b> following fraudulent use by any unauthorised person. <b>Our</b> liability shall not exceed £500 for the total of all claims during any one <b>Period of Insurance</b> .	

Provided that **You** report the loss to the issuing company immediately and to the police within 24 hours of discovering the loss and has complied with the conditions of issue of the card.

## Section Conditions

1. Where cash in transit exceeds £2,500 the carriers must be two able bodied adults between 18 and 70 years of age.
2. Where cash in transit exceeds £5,000 the carriers must be three able bodied adult between 18 and 70 years of age.
3. Where cash in transit exceeds £7,500 by an approved security company.
4. 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**.
5. Safe keys must be removed from the **Premises** outside **Business Hours** unless the **Premises** are also **Your** private residence when safe keys should be kept in a secure place not in the vicinity of the safe.

## Optional additional section extensions

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

### 1. Personal Assault

**We** will pay **You** compensation if **You** or any **Your** directors, partners or **Employees** aged between 18 and over and up to 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 or hold-up or any attempt thereof.

*Excluding* - 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 as 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 <b>Loss</b> by physical separation at or above the wrist or ankle or one of both hands or one or both feet or total and irrecoverable <b>Loss</b> 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 <b>Business</b> of any kind and lasting twelve calendar months and at the expiry of that period being beyond the hope of improvement.	£10,000
4.	Temporary total disablement from attending to <b>Business</b> 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

## Section 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. **We** 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:
  - a) The insured person must as early as possible place himself under the care of a medical practitioner
  - b) The insured person shall act upon medical advice and if so required submit to medical examination on **Our** behalf and at **Our** expense
  - c) 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
  - d) **You** must give **Us** immediate notice in the event of the death of an insured person
  - e) 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.

## Section Exclusion

1. This section does not cover death or bodily injury sustained outside the limits of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

## Section 6 – Farm Goods in Transit

### Your Cover

In the event of **Loss** of the **Property Insured** 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:

**We** will:

- a) pay to **You** the value of such property at the time of its **Loss**, or the amount of the **Damage**  
Or
- b) choose to reinstate or replace such property or any part of it.

**Our** liability during any one **Period of Insurance** shall in no case exceed in respect of each vehicle the limit or in the whole the total limit as stated in the **Policy Schedule**.

### Definitions that apply to this section of the Policy

#### Property Insured

1. Agricultural and horticultural produce, consumable stores and **Machinery Plant and Implements** (including spare parts and accessories) belonging to **You** or for which **You** are responsible, and pertaining to the **Business** specified in the **Schedule**.
2. **Your** own sheets, ropes, chains, toggles or packing materials on vehicles – sum insured unlimited in amount.
3. **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.
4. **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 **Your** property or responsibility

#### Transit

Being carried to a destination outside the **Premises**, by any vehicle, including trailers and containers, and whether or not **Your** vehicle. **Transit** includes loading onto or unloading from the vehicle or trailer.

#### Unattended

Whilst the carrying vehicle is out of the sight of the driver and/or more than one minute's walking distance from the driver.

#### Container

A solid container designed to transport the **Property Insured** but excluding bags, boxes, cartons, casks, crates, drums, sacks, wrappers or similar items.

## Section 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 Limits 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**.

## Section Extensions

The insurance provided under this section is extended to include the following:

### 1. Clean Up Costs

This section includes in addition to any other amount recoverable under this section reasonable costs and expenses necessarily incurred by **You** in:

- a) removing and disposing of debris
- b) dismantling or demolishing
- c) shoring up or propping
- d) dumping or destroying
- e) transhipment and recovery charges consequent upon fire or accident to a conveyance

excluding:

- i) any expenses incurred in consequence of or to avert or mitigate pollution or contamination or any threat thereof or liability therefore
- ii) the cost of removal of cargo from any vessel or craft.

In no case shall **We** be liable under this clause for more than £10,000.

### 2. Transfer to Another Vehicle and Storage

In the event of **Loss** or **Damage** covered under this section to the subject-matter insured **We** will pay reasonable additional costs necessarily incurred by **You** to:

- a) unload, discharge, handle and store damaged and undamaged subject-matter insured
- b) re-load, transport and forward the damaged and undamaged subject-matter insured to its intended destination by any means.

The maximum **We** will pay for air freight is limited to 5 times the original sea freight charges.

The most **We** will pay for any one event is £25,000. This is in addition to the limit per vehicle.

### 3. Damage to Containers Not Owned by You

**We** will pay for **Damage** to a **Container** for which **You** are responsible (other than any **Container** belonging to or leased or hired to **You**) while in **Transit** provided that the **Container** is:

- a) conveyed on a vehicle properly designed for the purpose
- b) adequately secured to such vehicle
- c) loaded onto and unloaded from the vehicle by adequate means.

The most **We** will pay for any one **Container** is £10,000. This is in addition to the limit per vehicle.

## Section Exclusions

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

**Loss** or **Damage** caused by or resulting from:

- a) rainwater, frost, the carriage of explosives or goods of a dangerous nature, leakage or spillage of any liquid or goods from a receptacle, wear and tear, scratching, vermin, infestation by moth, insects or inherent or latent defect
- b) theft by **Employees** unless discovered within seven days of its occurrence
- c) riot, strike or civil commotion, lockouts, labour disturbances
- 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
- g) defective or inadequate packing or stacking or protection against climate conditions (other than by lighting) or incorrect or insufficient addressing of any parcel or package.

**Loss** 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.



## Section 7 & 8 – Business Interruption (Introduction)

### Your Cover (An introduction)

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**.

### Definitions that apply equally to section 7 & section 8

#### Annual Revenue

Shall mean the **Revenue** earned during the twelve months immediately before the date of the **Damage**

#### Fatal Injury

Shall mean violent, accidental and visible act which occurs at an identifiable time and place during the **Period of Insurance** which causes death to **Livestock** including death by poisoning, but excluding any loss due to pregnancy or parturition birthing process.

#### Indemnity Period

Shall mean 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**.

#### Outstanding Balances

Shall mean the total recorded debits adjusted for bad debts:

- a) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage**) to the credit accounts of the **Business** in the period between the date to which the last monthly record relates and the date of the **Damage**
- b) any abnormal condition of trade which had or could of had a material effect on the **Business** so that the figures thus adjusted will represent as nearly as reasonably practicable those which would have been obtained at the date of the **Damage** had the **Damage** not occurred.

#### Revenue

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

#### Rent Receivable

Shall mean 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

Shall mean 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**

Shall mean 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 reflect the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

## **Section Clauses that apply equally to section 7 & 8**

### **1. 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**.

### **2. Current Cost Accounting**

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

### **3. 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.

### **4. 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**.

### **5. 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.

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**.

**6. 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.

**7. 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.

For the avoidance of doubt clause c) iii) of General Policy Condition 1 – Fair Presentation of the Risk will not apply.

**8. New Business Clause**

For the purpose of any claim arising from an incident occurring before the completion of the first year's trading of the **Business** at the **Premises** the term "**Annual Revenue**" shall bear the following meanings and not as within stated:

**Annual Revenue** – The proportional equivalent for a period equal to the **Indemnity Period** of the **Annual Revenue** realised during the period between the commencement of the **Business** and the date of the incident to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** whether before or after the incident or which would have affected the **Business** had the incident not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the incident would have been obtained during the relative period after the Incident.

**Section Conditions that applies equally to sections 7 & 8**

**1. 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
- b) **Your** interest ceased otherwise than by death
- 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**.

**Section Exclusions that apply equally to sections 7 & 8**

Sections 7 and 8 do not cover:

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 Basis)

### Your Cover

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:

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

### Insured Perils

**Your Schedule** will show which of the following **Insured Perils** are operative.

- 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 there from.
- 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**:
  - a) by confiscation or destruction or requisition by order of the Government or any Public Authority
  - b) resulting from cessation of work
  - c) 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** of or **Damage** to growing crops.
11. Impact by falling trees, telegraph poles, lampposts, wind turbines, pylons or parts of them.
12. Accidental Damage

**Damage** from any other cause excluding:

a) **Damage** to:

- i) any **Building** or structure arising from its own collapse or cracking, but **We** will not exclude subsequent **Damage** which results from a cause which is not otherwise excluded
- ii) gates, fences and moveable property in the open arising from wind, rain, hail, sleet, snow or dust
- iii) property arising from its undergoing any:
  - 1) process of production, packing, treatment, testing, commissioning, servicing, repair or its use as a tool
  - 2) heating process or any process involving the application of heat
- iv) jewellery, precious stones or metals, bullion, furs, curiosities, works of art or rare books
- v) glass and sanitary ware (other than fixed glass and sanitary ware), china, earthenware, marble or other fragile or brittle objects
- vi) money and monetary documents or securities of any description
- vii) vehicles licensed for road use (including accessories on them), caravans, trailers, property whilst attached to a self propelled vehicle, railway locomotives and rolling stock, watercraft or aircraft
- viii) property or structures in the course of construction or erection and materials or supplies in connection with such property or structures
- ix) land, roads, pavements, piers, jetties, bridges, culverts or excavations; unless specifically shown as insured on **Your** schedule.
- x) **Livestock**, growing crops or trees
- xi) property which at the time of the **Damage** is insured by or would be but for the existence of this **Policy** be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

b) **Damage** arising from:

- i) any of the perils, peril exclusions or optional cover extensions available under this **Policy** whether insured hereby or not
- ii) inherent vice, latent defect, gradual deterioration, frost, change in water table, wear and tear, faulty or defective design or materials, other than subsequent **Damage** which arises from a cause not otherwise excluded
- iii) faulty or defective workmanship by **You** or any **Employees**
- iv) operational error or omission by **You** or any **Employees**
- v) rust, corrosion, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, wet or dry rot, fungus, mould and spores of any type, vermin or insects
- vi) change in temperature, colour, flavour, texture or finish
- vii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping connected to them
- viii) mechanical or electrical breakdown or derangement of any machine, apparatus or equipment other than subsequent **Damage** which results from a cause which is not otherwise excluded
- ix) escape of flue gases or fumes
- x) the deliberate act of a supplier withholding the supply of water, gas, electricity,

- telecommunications or fuel
  - xi) Pollution or contamination other than such **Damage** which results from a cause not otherwise excluded
  - xii) 1) disappearance, unexplained inventory shortage or the misfiling or misplacing of information
    - 2) erasure, loss, distortion or corruption of information on computer systems or other records programmes or software unless resulting from a peril insured hereby but excluding any occurrence caused by rioters, strikers, locked out workers, persons taking part in labour disputes, civil commotion or malicious persons
  - xiii) the failure of seeds to germinate.
- c) The first £250 of each and every claim

## Material Damage Condition

**Our** liability under this section is conditional upon there being in force, at the time of the occurrence of the **Damage**, an insurance covering **Your** interest 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**.

This condition does not apply in respect of agricultural produce, growing crops or **Livestock** for sale.

## Section Extensions

The insurance provided under this section is extended to include the following:

### 1. Book Debts

The cover provided by this section is extended to include **Damage** to **Your Business** records for the difference between the **Outstanding Balances** and the total of the amounts received or traced in connection with such balances, the additional expenditure incurred with **Our** consent in tracing and establishing customers debit balances after the **Damage**.

The limit of indemnity by this cover is limited to £25,000.

### 2. Unspecified Customers or Suppliers

The cover provided by this section is extended to include **Damage** to property at the:

- a) Unspecified supplier(s)  
premises of **Your** suppliers, manufacturers or processors of components, goods or materials but excluding the premises of any supplier more specifically insured by this section of the **Policy**.
- b) Unspecified customer(s)  
premises of **Your Customers** other than those **Customers** more specifically insured by this section of the **Policy**.

but excluding

- a) any **Loss** as a result of any such **Damage** at any **Premises** of any supply undertaking from which **You** obtains electricity gas water or telecommunication services unless specifically stated in the section

- b) any **Loss** as a result of **Damage** not within Great Britain Northern Ireland the Isle of Man or the Channel Islands
- c) any **Loss** that exceeds an amount of 15% of the sum insured or £1,000,000 whichever is the less.

For the purpose of this extension '**Customers**' will mean those companies, organisations or individuals with whom at the time of the incident **You** have contracts or trading relationships to supply goods or services

### 3. **Prevention of Access**

The cover provided by this section is extended to include **Damage** to property in the vicinity of the **Premises** by any **Insured Peril** shown as insured on the **Schedule** which prevents or hinders the use of or access to the **Premises**.

The indemnity provided by this cover is limited to the sum insured.

### 4. **Public Utilities**

The cover provided by this section is extended to include accidental failure of the public service of water gas or electricity at the terminal point of the service feed to the **Premises** but excluding:

- a) where such failure is for a period of less than 4 hours
- b) where the service supplier exercises the right to restrict or withhold service including but not limited to withdrawal of service due to industrial action
- c) as a result of any fault in any part of **Your** installation at the **Premises**
- d) any **Loss** that exceed an amount of 15% of the sum insured or £500,000 whichever is the less

### 5. **Loss as a result of Forced Sale of Dairy Cows**

The cover provided by this section is extended to include loss sustained by **You** in consequence of **Damage** at the **Premises** necessitating forced sale of dairy cows. The amount recoverable shall be the loss as above stated of dairy cows being the difference between the sale price and the current value within the herd but not exceeding £2,500 in respect of each animal sold nor in the aggregate the Sum Insured noted in the **Schedule**.

Provided that such diminution in value shall not include the value of milk which would have been produced during the **Indemnity Period**.

### 6. **Bomb Scares**

The cover provided by this section is extended to include **Loss** resulting from interruption to or interference with the **Business** at the **Premises** in consequence of the suspected or actual presence of an incendiary or explosive device which commencing during the **Period of Insurance**, prevents or hinders access to the **Premises**, excluding:

- a) any **Loss** during the first twenty four hours
- b) any **Loss** occurring in Northern Ireland
- c) an amount in excess of £250,000 any one claim or series of claims arising out of one original cause
- d) any **Loss** exceeding 3 months

## 7. Public Emergency

The cover provided by this section is extended to include **Loss** resulting from interruption to or interference with the **Business** at the **Premises** in consequence of the actions or advice of a competent Public Authority, due to an emergency likely to endanger life or property, in the vicinity of the **Premises**, which commencing during the **Period of Insurance**, prevents or hinders the use of or access to the **Premises**, excluding:

- a) any **Loss** during the first four hours
- b) cover provided by Extension 6 Bomb Scares
- c) labour disputes
- d) any **Loss** occurring in Northern Ireland
- e) infectious or contagious disease
- f) an amount in excess of £50,000 any one claim or series of claims arising out of one original cause.

## 8. Closure

The cover provided by this section is extended to include **Loss** resulting from interruption to or interference with the **Business** at the **Premises** in consequence of closure of any part of the **Premises**, commencing during the **Period of Insurance**, by a competent public authority due to defective drains or other sanitary arrangements, vermin or pests.

The indemnity provided by this cover for all claims or series of claims, arising out of any one original cause, shall not exceed £100,000.

## 9. Human Disease

The cover provided by this section is extended to include interruption of or interference with the **Business** at the **Premises** in consequence of the occurrence of the following human notifiable diseases:

acute encephalitis, acute poliomyelitis, anthrax, chickenpox, cholera, diphtheria, dysentery, legionellosis, legionnaires disease, leprosy, leptospirosis, malaria, measles, meningococcal infection, mumps, ophthalmia neonatorum, paratyphoid fever, bubonic plague, rabies, rubella, scarlet fever, smallpox, tetanus, tuberculosis, typhoid fever, viral hepatitis, whooping cough or yellow fever, at the **Premises**

**We** will not pay for an amount in excess of £50,000 any one claim or series of claims arising out of one original cause.

## 10. Enforced Sale of Produce

If subsequent to **Loss** or **Damage** to property at the **Premises** and **You** must dispose of undamaged agricultural produce grown by **You** during the course of **Your** farming and growing activities and intended for sale then **We** shall pay to **You**:

- a) the difference between the price **You** obtained for the produce and the market price it would have obtained at the date(s) selected by **You** when it would have been sold but for the damage sustained  
  
less the amount of any storage harvesting or similar costs which due to the disposal are not incurred
- b) reasonable additional expenses necessarily incurred by **You** to reduce the amount lost under



part a) above provided that such additional expenses are not more than the reduction which the expenditure avoids.

Provided always that:

- i) **You** shall notify **Us** at least 48 hours in advance of the selected date(s)
- ii) **We** shall not be liable under this clause for expenditure incurred more than 12 months after the **Damage**

#### **11. Contract Sites**

For agricultural contracting activities only **We** will pay for loss of **Revenue** arising from **Damage** by an **Insured Peril** anywhere within the Great Britain Northern Ireland the Isle of Man or the Channel Islands where **You** are carrying out a contract. The most **We** will pay for any one loss is £100,000 but not exceeding the sum insured shown on **Your** schedule.

#### **12. National Lottery**

**We** will pay reasonable expenses necessarily incurred by **You** to minimise interruption of or interference with the **Business** at the **Premises** during the **Period of Insurance** due to the resignation of an **Employee** or **Employees** resulting from a monetary win from participation in the United Kingdom National Lottery, EuroMillions Lottery, Irish National Lottery or National Savings and Investment Premium Bonds prize draws or United Kingdom National Football Pools where the amount won is in excess of £100,000 per individual **Employee**.

For the purpose of this extension:

- a) '**Indemnity Period**' will mean the period during which the results of the business are affected beginning with the occurrence of the monetary win but not exceeding the **Maximum Indemnity Period**
- b) the maximum **Indemnity Period** will be 3 months.
- c) The most **We** will pay is £100,000.

Excluding any loss where the **Employee**:

- i) has been employed by **You** for a period of less than 12 consecutive months
- ii) has served notice or has been served notice of termination of their employment with **You** prior to the monetary win
- iii) has been absent from work due to sickness, disability or disciplinary suspension for a period of more than 4 weeks immediately prior to the monetary win
- iv) works their full period of notice in accordance with their contract of employment with **You**.

#### **13. Exhibition Expenses**

In the event of **Damage** to property occurring during the **Period of Insurance**:

- a) at the premises of any exhibition; or
- b) to **Your** property intended for use in connection with any exhibition including whilst in transit thereto

at which **You** are present or intend to be present **We** will pay **You**:

- i) in the event **You** cannot attend the exhibition or if the exhibition is cancelled: the irrecoverable expenses **You** have paid or are liable to pay in respect of the exhibition;

- or
- ii) in the event **You** cannot attend the exhibition for the intended period or the exhibition does not run for the intended period:  
the irrecoverable expenses calculated in accordance with i) above adjusted for the period **You** could not attend.

Provided that:

- a) this extension shall not apply:
  - i) to **Damage** arising from a cause not insured by this **Policy**
  - ii) to transit of property other than by road, rail or inland waterway
  - iii) to any exhibition not related to **Your Business**
- b) this extension applies only in respect of exhibitions occurring in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

The most **We** will pay during any one **Period of Insurance** is £20,000.

#### **14. Accidental Damage to Agricultural Vehicles or Machinery**

**We** will pay for loss of revenue necessarily incurred following **Damage** to any agricultural, farm or estate machinery including grain dryers and agricultural vehicles and trailers attached to them which are **Your** property or for which **You** are responsible within Great Britain Northern Ireland the Isle of Man or the Channel Islands.

The maximum **We** will pay is £20,000 any one **Period of Insurance**.

Exclusion a) vii) of the peril 12. Accidental Damage does not apply to this cover extension.

The following exclusions apply:

- a) **Damage** caused by or arising from **Your** wilful act and/or **Your** wilful neglect.
- b) An excess of £100 applies in respect of each and every claim.
- c) Any item subject to a valid claim, where there is not, at the time of loss, insurance in force covering it's **Damage**.

#### **15. Livestock Extensions**

**We** will pay following **Loss** or **Damage** from an **Insured Peril** occurring during the **Period of Insurance**:

- a) Veterinary surgeons fees up to £1,000 per animal in the event of **Loss** or **Damage** which in the absence of such treatment would give rise to a claim under this section (see General Claims Condition)
- b) Carcass Removal Costs - In the event of the death of the animal or its necessary slaughter for which **We** have admitted liability **We** will pay the reasonable costs incurred in the removal of the carcass to the nearest knackery or renderer or bone fide disposal centre provided **Our** liability under this extension shall not exceed £500 in respect of any one animal.
- c) Advertising and Reward - An amount not exceeding £500 in respect of any one claim, where **Optional Extension 1** Theft is insured for the costs of advertising and reward.
- d) Rescue Cover **We** will pay any costs incurred by a professional rescue organisation or the police arising from the rescue or attempted rescue of **Livestock**

**Livestock** must require rescue as a direct result of an **Insured Peril** under this **Policy**  
The maximum **We** will pay is £500 in respect of any one animal or £2,500 any one claim

- e) Contract Price Extension - If any **Livestock** that are sold but not delivered and for which **You** remain responsible suffer **Loss** or **Damage** and form part of a valid claim under this section **We** will consider their value to be the sale price.

**We** will not pay for any amount exceeding the any one animal limit stated in **Section 2 – Farm Contents, Section Condition 5**. per animal in any one **Period of Insurance**.

#### **16. Contract Price Extension**

If any goods or produce that are sold but not delivered and for which **You** remain responsible, subject to a sale contract, suffer **Loss** or **Damaged** and form part of a valid claim under this section **We** will consider their value to be the sale price.

#### **17. Loss of Key Personnel**

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

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

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

The maximum amount that **We** will pay under this extension is £25,000 in any one **Period of Insurance**.

#### **18. Temporary Removal**

The cover provided by this section is extended to include interruption of or interference with **Your Business** in consequence of **Damage** to **Your** property occasioned by an operative **Insured Peril** whilst temporarily removed for repair, storage or in transit anywhere in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands elsewhere than at premises in the occupation of the **Insured**.

#### **19. Murder Suicide and Poisoning**

The cover provided by this section is extended to include **Loss** resulting from interruption of or interference with the **Business** at the **Premises** in consequence of:

- a) murder or suicide, occurring at the **Premises**
- b) poisoning directly caused by the consumption of food or drink, provided at the **Premises**.

**We** will not pay for an amount in excess of £100,000 any one claim or series of claims arising out of one original cause.

#### **20. Enforced Sale of Undamaged Livestock**

If as a direct result of **Damage** at the **Premises** for which **We** are paying a claim **You** have to sell or slaughter some of the **Livestock** insured, **We** will pay for:

- a) the difference between the price **You** obtain for the **Livestock** and:
  - i. for breeding stock, the cost at which they can be replaced as soon as is practical by

- similar animals; or
  - ii. for **Livestock** intended for sale, the market price they would have obtained at the dates selected by **You** when such **Livestock** would have been sold if the **Damage** had not happened;
- less the amount of any feeding, heating or similar costs which due to the disposal are not incurred. **You** will inform **Us** at least 48 hours in advance of the selected dates; and
- b) additional expenses **You** necessarily and reasonably incur to reduce the amount lost under paragraph a) above, provided that the additional expenses incurred are not more than the reduction which the expenditure avoids.

**We** will not pay for:

- a) any amount exceeding the any one animal limit stated in the **Policy Schedule** per animal in any one **Period of Insurance**.
- b) losses or expenditure incurred more than 12 months after the **Damage**.

## **Optional Additional Section Extensions**

Applicable only if stated in **Your Policy Schedule**.

### **1. Theft Extension**

The cover provided by any Item where Theft (T E M) is shown on the **Schedule** is extended to include loss of revenue following theft including attempted thereat excluding:

- a) **Loss** of or **Damage** occasioned by or in collusion with any member of **Your** family or **Business** staff
- b) unexplained mysterious disappearance and/or shortage
- c) **Loss** of or **Damage** to growing crops
- d) The first £250 of each & every **Loss** or **Damage** reduced to £100 if forcible or violent entry or exit from the building is involved.

### **2. Theft Extension including Mysterious Disappearance**

The cover provided by any Item where Theft including Mysterious Disappearance (T I M) is shown on the **Schedule** is extended to include loss of revenue following theft including attempted thereat excluding:

- a) **Loss** occasioned by or in collusion with any member of **Your** family or **Business** staff
- b) **Loss** of or **Damage** to growing crops
- c) The first £250 of each & every **Loss** or **Damage** reduced to £100 if forcible or violent entry or exit from the building is involved.

### 3. Storm/Tempest/Flood/Burst Pipes Extension

The cover provided by any Item where Storm/Tempest/Flood/Burst Pipes (STF BP) is shown on the **Schedule** is extended to include **Loss** or **Damage** as a result of storm, tempest or flood Excluding:

- a) **Damage** to property by frost, subsidence, heave or landslip
- b) **Damage** to property in the open or in open fronted or contained in moveable/portable buildings or open sided buildings (except damage arising from collapse or partial collapse of the roof caused by weight of snow)
- c) the first £500 of each and every **Loss** or **Damage** per building subject to a maximum **Excess** of £500 in respect of each separate **Premise** in respect of storm or tempest
- d) the first £500 of each and every **Loss** or **Damage** in respect of flood
- e) **Damage** to walls gates fences and hedges

Bursting or overflowing of water tanks apparatus or pipes excluding:

- a) **Damage** by water discharged or leaking from an installation of automatic sprinklers
- b) **Damage** to property in the open or in open fronted or open sided buildings
- c) the first £500 of each and every **Loss** or **Damage**.

### 4. Storm/Tempest/Flood Extension

The cover provided by any Item where storm/tempest/flood (STF) is shown on the **Schedule**, cover is extended to include **Loss** or **Damage** as a result of storm, tempest or flood excluding:

- a) **Damage** to property by frost, subsidence, heave or landslip
- b) **Damage** to property in the open or contained in moveable/portable buildings in the open or in open fronted or open sided buildings (except damage arising from collapse or partial collapse of the roof caused by weight of snow)
- c) the first £500 of each and every **Loss** or **Damage** per building subject to a maximum **Excess** of £500 in respect of each separate **Premises** in respect of storm or tempest
- d) the first £500 of each and every **Loss** or **Damage** in respect of flood
- e) **Damage** to walls gate fences and hedges.

## 5. Burst Pipes Extension

The cover provided by any Item where Burst Pipes (BP) is shown on the **Schedule** cover is extended to include **Loss** or **Damage** as a result of bursting or overflowing of water tanks apparatus or pipes excluding:

- a) **Damage** by water discharged or leaking from an installation of automatic sprinklers
- b) **Damage** to property in the open or in open fronted or open sided buildings
- c) the first £500 of each and every other **Loss** or **Damage**.

## 6. Fatal Injury to Livestock Away from the Premises

The cover provided by any item where **Fatal Injury to Livestock** (FXP) is shown on the **Schedule** is extended to include **Fatal Injury to Livestock** as defined under section 3.

## 7. Fatal Injury to Livestock Including Own Premises

The cover provided by any item where **Fatal Injury to Livestock** including Own **Premises** (FIP) is shown on the **Schedule** is as defined under section 3.

Under section 3, 1. Cover A is restated as follows:

on and away from **Your Premises** and whilst being conveyed by a motor vehicle including loading and unloading on or from such vehicle at the **Insured's** farm **Premises** excluding:

- a) the first £250 of each claim arising out of Fatal Injury to **Livestock** on **Your Premises**.
- b) **Losses** as a result of the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, dam or inundation from the sea whether resulting from storm or tempest or otherwise.

## 8. Panic and Suffocation

The cover provided by any item where Panic and Suffocation (PS) is shown on the **Schedule** is extended to include panic and suffocation of poultry by any violent, accidental and visible cause excluding:

- a) the deliberate act of any electricity, gas or water supply undertaking or the exercise by any such undertaking of its power to withhold or restrict supply
- b) **Damage** to machinery or plant caused by its own mechanical or electrical breakdown, or explosion due to internal fluid (including steam, gas or air) pressure,
- c) wear, tear, deterioration or gradually developing flaws or defects in the **Your Buildings**, machinery or plant
- d) cannibalism, disease or poisoning of poultry
- e) **Loss** or **Damage** caused by storm or flood to moveable property in the open

- f) **Loss** or **Damage** resulting from cessation of work
- g) **Loss** or **Damage** resulting from confiscation, destruction or requisition by order of the Government or any public authority
- h) **Loss** or **Damage** to poultry as a result of inadequacy of heating, ventilation, feed or drink
- i) **Loss** or **Damage** attributable solely to change in the water level table
- j) **Loss** resulting from deliberate erasure, **Loss** or corruption of information on computer systems or other records, programs or software
- k) the first £100 of each and every **Loss** or **Damage** after the application of any special condition of average.

## **9. Livestock Worrying**

The cover provided by any item where **Livestock** Worrying (LW) is shown on the **Schedule** is extended to include **Livestock** Worrying as defined under section 4.

## Section 8 – Business Interruption (Alternative Basis)

### Your Cover

#### 1 Increased Cost of Working

The Insurance

In consequence of the **Damage** **We** will pay to **You** additional expenditure **You** necessarily and reasonably incur to minimise the interruption 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**.

Provided that

- a) **Our** liability 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 under such insurance.

#### 2 Rent Receivable

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

- a) 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 **Indemnity Period** exceeds twelve months) the amount payable shall be proportionately reduced.

### Insured Perils

**Your Schedule** will show which of the following **Insured Perils** are operative.

- 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 there from
- 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**:
  - a) by confiscation or destruction or requisition by order of the Government or any public authority
  - b) resulting from cessation of work
  - c) 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
11. Impact by falling trees, telegraph poles, lampposts, wind turbines, pylons or parts of them.
12. Accidental Damage, **Damage** from any other cause excluding:
  - a) **Damage** to:
    - i) any **Building** or structure arising from its own collapse or cracking, but **We** will not exclude subsequent **Damage** which results from a cause which is not otherwise excluded;
    - ii) gates, fences and moveable **Property** in the open arising from wind, rain, hail, sleet, snow or dust;
    - iii) **Property** arising from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, repair or its use as a tool;
    - iv) jewellery, precious stones or metals, bullion, furs, curiosities, works of art or rare books;
    - v) glass and sanitary ware (other than fixed glass and sanitary ware), china, earthenware, marble or other fragile or brittle objects;
    - vi) money and monetary documents or securities of any description;
    - vii) vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives and rolling stock, watercraft or aircraft;
    - viii) **Property** or structures in the course of construction or erection and materials or supplies in connection with such **Property** or structures; and/or
    - ix) land, roads, pavements, piers, jetties, bridges, culverts or excavations; unless specifically shown as insured on **Your** schedule.
  - b) **Damage** to **Livestock**, growing crops or trees.
  - c) **Damage** arising from:
    - i) fire, explosion, aircraft, riot or malicious persons, earthquake, storm, flood, escape of water, impact, sprinkler leakage, subsidence, theft, computer equipment breakdown, machinery breakdown, dairy equipment breakdown, poultry breakdown, poultry - any violent, accidental and visible cause, poultry - heat stress, straying or worrying or any of the exclusions to these perils or optional cover extensions whether insured by this policy or not;
    - ii) inherent vice, latent defect, gradual deterioration, frost, wear and tear, faulty or defective design or materials, other than subsequent **Damage** which arises from a cause not otherwise excluded;
    - iii) faulty or defective workmanship by **You** or any **Employees**;
    - iv) operational error or omission by **You** or any **Employees**;
    - v) rust, corrosion, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, wet or dry rot, fungus, mould and spores of any type, vermin or insects;

- vi) change in temperature, colour, flavour, texture or finish;
- vii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping connected to them;
- viii) mechanical or electrical breakdown or derangement of any machine, apparatus or equipment other than subsequent **Damage** which results from a cause which is not otherwise excluded;
- ix) escape of flue gases or fumes;
- x) the deliberate act of a supplier withholding the supply of water, gas, electricity or fuel;
- xi) Pollution other than **Damage** which results from a cause not otherwise excluded;
- xii) disappearance, unexplained inventory shortage or the misfiling or misplacing of information;
- xiii) the failure of seeds to germinate.

d) The first £250 of each and every claim

## Section Extensions

The insurance provided under this section is extended to include the following:

### 1. Accidental Damage to Agricultural Vehicles or Machinery

**We** will pay for additional expenses necessarily incurred following **Damage** by an **Insured Peril** to any agricultural, farm or estate machinery including grain dryers and agricultural vehicles and trailers attached to them which are **Your** property or for which **You** are responsible within Great Britain Northern Ireland the Isle of Man or the Channel Islands.

The maximum **We** will pay is £10,000 any one **Period of Insurance**.

Exclusion a) vii) of the peril 12. Accidental Damage does not apply to this cover extension.

The following exclusions apply:

- a) **Damage** caused by or arising from **Your** wilful act and/or **Your** wilful neglect.
- b) An excess of £100 applies in respect of each and every claim.
- c) Any item subject to a valid claim, where there is not, at the time of loss, insurance in force covering it's **Damage**.

## Optional Additional Section Extensions

Applicable only if stated in **Your Policy Schedule**

### 1. Theft Extension

The cover provided by any Item where Theft (T E M) is shown on the **Schedule** is extended to include loss of revenue following theft including attempted thereat excluding:

- a) **Loss** of or **Damage** occasioned by or in collusion with any member of **Your** family or **Business** staff

- b) unexplained mysterious disappearance and/or shortage
- c) **Loss** of or **Damage** to growing crops.
- d) The first £250 of each & every **Loss** or **Damage** reduced to £100 if forcible or violent entry or exit from the building is involved.

## 2. Theft Extension including Mysterious Disappearance

The cover provided by any Item where Theft including Mysterious Disappearance (TIM) is shown on the **Schedule** is extended to include loss of revenue following theft including attempted thereat excluding:

- a) **Loss** occasioned by or in collusion with any member of **Your** family or **Business** staff
- b) **Loss** of or **Damage** to growing crops
- c) The first £250 of each & every **Loss** or **Damage** reduced to £100 if forcible or violent entry or exit from the building is involved.

## 3. Storm/Tempest/Flood/Burst Pipes Extension

The cover provided by any Item where Storm/Tempest/Flood/Burst Pipes (STF BP) is shown on the **Schedule** is extended to include **Loss** or **Damage** as a result of storm, tempest or flood excluding:

- a) **Damage** to property by frost, subsidence, heave or landslip
- b) **Damage** to property in the open or contained in moveable/portable buildings in the open or in open fronted or open sided buildings (except damage arising from collapse or partial collapse of the roof caused by weight of snow)
- c) the first £500 of each and every **Loss** or **Damage** per building subject to a maximum **Excess** of £500 in respect of each separate **Premise** in respect of storm or tempest
- d) the first £500 of each and every **Loss** or **Damage** in respect of flood
- e) **Damage** to walls gates fences and hedges.

Bursting or overflowing of water tanks apparatus or pipes excluding:

- a) **Damage** by water discharged or leaking from an installation of automatic sprinklers
- b) **Damage** to property in the open or in open fronted or open sided buildings
- c) the first £500 of each and every **Loss** or **Damage**.

## 4. Storm/Tempest/Flood Extension

The cover provided by any Item where Storm /Tempest/ Flood (STF) is shown on the **Schedule**, cover is extended to include **Loss** or **Damage** as a result of Storm, Tempest or Flood excluding:

- a) **Damage** to property by frost, subsidence, heave or landslip

- b) **Damage** to property in the open or contained in moveable/portable buildings in the open or in open fronted or open sided buildings(except damage arising from collapse or partial collapse of the roof caused by weight of snow)
- c) the first £500 of each and every **Loss** or **Damage** per building subject to a maximum **Excess** of £500 in respect of each separate **Premises** in respect of storm or tempest
- d) the first £500 of each and every **Loss** or **Damage** in respect of flood
- e) **Damage** to walls gate fences and hedges.

## 5. Burst Pipes Extension

The cover provided by any Item where Burst Pipes( BP) is shown on the **Schedule** cover is extended to include **Loss** or **Damage** as a result of bursting or overflowing of water tanks apparatus or pipes excluding:

- a) **Damage** by water discharged or leaking from an installation of automatic sprinklers
- b) **Damage** to property in the open or in open fronted or open sided buildings
- c) the first £500 of each and every other **Loss** or **Damage**.

## 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 of **Your** personal representatives in respect of liability incurred by **You** and if **You** so request
  - b) to any of **Your** directors or partners 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, **Conditions**, 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 **You** shall repay to **Us** all sums paid by **Us** which **We** 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**.

### Definitions that apply to this Section of the Policy

#### Business

Shall mean 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**
- c) the ownership repair and maintenance and decoration of the **Your Premises**
- d) participation in exhibitions

## **Injury**

Shall mean bodily injury (which includes death, disease or illness).

## **Principal**

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

## **Section Conditions**

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

### **1. 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.

### **2. 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 **Policy** exclusion 1 b) apply only when **You** have undertaken either to indemnify or to assume the liability of another party under a contract in respect of such **Injury**.

### **3. Compulsory Insurance**

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

## **Section Extensions**

The Insurance provided under this section is extended to include the following:

### **1. Other Costs and Expenses**

**We** will pay:

The solicitor's fee for **Your** representation and/or the representation of any person shown in paragraph 2 of this section at:

- a) any coroner's inquest or Fatal Accident Inquiry
- b) proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty
- c) all other costs and expenses incurred with **Our** written consent

in connection with any claim to which the indemnity expressed in this section applies. **Our** liability 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, **Conditions**, Exclusions, Limits and **Endorsements** of this **Policy** so far as they apply.

## 3. Health and Safety at Work Act 1974

**We** will indemnify **You** and at **Your** request, any of **Your** directors or partners or **Employees** 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.

## 4. Corporate Manslaughter and Corporate Homicide Act 2007

**We** will indemnify **You** or at **Your** request any **Employee** for legal costs and expenses, incurred with **Our** prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands, committed or alleged to be committed in the course of the **Business** during the **Period of Insurance**.

Provided that:

- a) **Our** liability under this Extension shall be limited to a maximum amount £5,000,000 in the aggregate and in any one **Period of Insurance**. This limit will form part of and not be in addition to the relevant limit of liability stated in the **Schedule**
- b) this Extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) **We** must consent to the appointment of any solicitor or counsel, acting on **Your** behalf
- d) **You** shall immediately notify **Us** of receipt of any summons or other process, served upon **You**, which may give rise to proceedings arising from the cover under this extension
- e) before **We** consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by **Us** shall be supplied by **You**

It is understood that **We** will have no liability under this extension:

- i if **You** have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;
- ii for any fines or penalties, of any kind; or
- iii where **You** can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide, from any other source or insurance or where but for the existence of this Extension **You** would have obtained indemnity from any other source or insurance.

## 5. Court Attendance Costs

In the event of any of the undernoted persons attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this Section, **We** will pay compensation to **You** at the following rates per day for each day on which attendance is required:

- a) any director of **Yours** or partner of **Yours** £500
- b) any Employee £300.

## 6. Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any **Employee** or the personal representatives of any **Employee** in respect of injury of that **Employee** caused during any **Period of Insurance** and arising out of and in the course of employment by **You** in the **Business** against any company or individual operating from premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in any court situated in the aforesaid territories and remaining unsatisfied in whole or in part six months after the date of such judgement the **Insurer** will pay to the **Employee** or the personal representatives of the **Employee** at **Your** request the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided always that:

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this extension the **Employee** or the personal representatives of the **Employee** shall assign the judgment to **The Insurer**

## Section 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 Board Cover

### 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 **You** 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 **You** but only to the extent that **You** are 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) 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 payable under Modules 4 & 5 of section 13 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:

- a) 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
- b) elsewhere in the world in respect of non manual work

during the **Period of Insurance**.

#### Limits of Indemnity

The total amount for all damages (including interest) payable under this section to any claimant or any number of claimants in respect of any one occurrence or series of occurrences arising from any one event shall not exceed the amount stated in the **Schedule**

#### 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**.

#### Limits of Indemnity

The total amount for all damages (including interest) payable under this section to any claimant or any number of claimants in the aggregate in respect of all events happening during any **Period of Insurance** in respect of **Products** supplied shall not exceed the amount stated in the **Schedule**

#### 3. Additional Insurance

The indemnity provided by this section will also apply:

- a) in the event of **Your** death, to any of **Your** personal representatives in respect of liability incurred by **You**,
- b) and if **You** so request
  - i. to any of **Your** director, partners or **Employees** in respect of liability for which **You** would have been entitled to indemnity under this section if the claim had been made against **You**
  - ii. 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, **Conditions** Exclusions, Limits and **Endorsements** of this **Policy** insofar as they apply.

## **Definitions that apply to this Section of the Policy**

### **Business**

Shall mean 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**
- c) the ownership repair and maintenance and decoration of **Your Premises**
- d) participation in exhibitions

### **Damage**

Shall mean physical destruction of or damage to **Property**.

### **Injury**

Shall mean bodily injury (which includes death, disease or illness).

### **Loss/Losses**

Shall mean physical loss of or damage to property.

### **Pollution or Contamination**

Shall mean

- 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.

### **Clean Up Costs**

Shall mean 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**.

### **Remediation**

Shall mean remedying the effects of the **Pollution or Contamination**.

### **Principal**

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

### **Product**

Shall mean any goods (including containers thereof) 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

Shall mean:

- 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

Shall mean any vessel or craft or object made or intended to float on or in or travel on or through water or air.

## Section Extensions

The insurance provided under this section is extended to include the following:

### 1. Other Costs and Expenses

**We** will pay:

The solicitor's fee for **Your** representation and/or the representation of any person shown in paragraph 3 of this section at:

- a) any coroner's inquest or Fatal Accident Inquiry
- b) proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty
- c) all other costs and expenses incurred with **Our** written consent in connection with any claim to which the indemnity expressed in this section applies. **Our** liability 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, **Conditions**, Exclusions, Limits and **Endorsements** of this **Policy** so far as they apply.

### 3. Health and Safety at Work Act 1974

**We** will indemnify **You** and at **Your** request, any of **Your** directors or partners or **Employees** 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.

#### 4. Motor Contingent Liability

Notwithstanding Exclusion 4 (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:

- a) **Damage** to any such vehicle
- b) Injury, **Loss** or **Damage** caused while **You** are driving such vehicle
- c) liability which is insured or would, but for the existence of this Extension, be insured under any other **Policy** or **Policies**.

#### 5. Previous Premises Defective Premises Act

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:

- a) the cost of rectifying any **Damage** or defect in the **Premises** disposed of
- b) liability for which **You** are entitled to indemnity under any other **Policy** or **Policy**.
- c) liability arising out of **Asbestos**

#### 6. Damage to Rented Premises

**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:

- a) liability assumed by **You** by agreement and which would not have attached in the absence of such an agreement
- b) 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 of **Your** directors or partners or **Employees** against legal costs and expenses incurred, with **Our** consent, in the defence of any proceedings only if relating to actual or potential bodily **Injury** 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:

- a) legal costs and expenses where an indemnity is provided by any other insurance
- b) proceedings arising out of any deliberate act or omission by **You** or other parties entitled to the indemnity
- c) the payment of fines, penalties or punitive or exemplary damages.

#### 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:

- a) 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**
- b) **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**
- c) 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
- d) where indemnity operates under this extension no other indemnity for the same incident will be accepted elsewhere in the **Policy**.

#### Pollution Extension Exclusions

**We** will not be liable in respect of:

- a) **Remediation** or clean up carried out on any land **Premises** body of water or watercourse owned leased hired or tenanted by **You** or which is otherwise in **Your** custody or control or for which **You** are in any way legally responsible
- b) **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**
- c) **Remediation and Clean Up Costs** for the reinstatement or reintroduction or provision of any living organism or natural habit
- d) measures ordered or required to be undertaken at any alternative site to that directly affected by the **Pollution or Contamination**
- e) 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 £5,000.

#### 9. Corporate Manslaughter and Corporate Homicide Act 2007

**We** will indemnify **You** or at **Your** request any **Employee** for legal costs and expenses, incurred with **Our** prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands, committed or alleged to be committed in the course of the **Business** during the **Period of Insurance**.

Provided that:

- a) **Our** liability under this Extension shall be limited to a maximum amount of £5,000,000 in the aggregate and in any one **Period of Insurance**. This limit will form part of and not be in addition to the relevant limit of liability stated in the **Schedule**
- b) this extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) **We** must consent to the appointment of any solicitor or counsel, acting on **Your** behalf
- d) **You** shall immediately notify **Us** of receipt of any summons or other process, served upon **You**, which may give rise to proceedings arising from the cover under this extension
- e) before **We** consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by **Us** shall be supplied by **You**

It is understood that **We** will have no liability under this Extension:

- i) if **You** have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide
- ii) for any fines or penalties, of any kind
- iii) where **You** can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide, from any other source or insurance or where but for the existence of this Extension **You** would have obtained indemnity from any other source or insurance.

#### 10. Cloakroom Liability

**We** will indemnify **You** for all sums which **You** are legally liable to pay as damages arising from **Damage to Property** deposited in any cloakroom at **Your Premises** provided that suitable notices disclaiming all liability for **Damage** are clearly displayed in or about the cloakroom.

The most **We** will pay is £200 for any one article or £1,000 for all losses arising from any one incident.

**We** will not pay where **You** have made a charge for storage but an attendant is not on duty while the cloakroom is in use.

#### 11. Court Attendance Costs

In the event of any of the undernoted persons attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this Section, the Company will pay compensation to **You** at the following rates per day for each day on which attendance is required:

- a) any director of **Yours** or partner of **Yours** £500
- b) any Employee £300.

#### 12. Cross Liabilities

Where the **Insured** comprises more than one party, **We** will treat each party as the **Insured** as if a separate **Policy** had been issued to each provided that nothing in this Extension will increase **Our** liability beyond the amount for which **We** would have been liable had this extension not applied.

#### 13. Data Protection

**We** will indemnify **You** for legal costs and expenses incurred with **Our** prior consent and all sums **You** are required to pay as damages to an individual arising from proceedings brought against **You** under

- a) Section 13 of the Data Protection Act 1998
- b) Sections 168 and 169 of the Data Protection Act 2018
- c) Article 82 of the General Data Protection Regulation (EU 2016/679)

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

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

Provided always that the liability of the Insurer under this extension shall not exceed £1,000,000 in any one **Period of Insurance**.

#### 14. Farming and Growing Work for Your Neighbour

**We** will indemnify **You** for all sums which **You** are legally liable to pay as damages arising from:

- a) accidental **Injury** to any person;  
and/or
- b) **Damage to Property**

arising from farming and growing activities undertaken without monetary reward other than for remuneration of expenses directly incurred for **Your** neighbour.

#### 15. Moral Compensation

**We** will indemnify **You** at **Your** request against the sums which **You** becomes morally liable to pay as compensation caused in connection with the Business during the **Period of Insurance** in respect of **Damage** to third party property by:

- a) **Livestock** straying trespassing escaping or being driven;
- b) working dogs (active or retired);
- c) falling trees branches walls or any part of the structure of buildings situated at **Your Premises**; and/or
- d) objects (other than sprays or chemicals) being thrown up by **Your** agricultural vehicles or machinery.

The total amount payable including all costs and expenses, under this Extension, in respect of all claims occurring in the aggregate during any one **Period of Insurance** is limited to £2,500.

#### 16. Obstructing Vehicles

Where any vehicle is causing an obstruction and interfering with the performance of the **Business We** will provide indemnity against legal liability for accidental bodily **Injury** or **Damage** to property arising from the movement of such vehicle by **You** or an **Employee** or the application of a wheel clamp to the vehicle provided that:

- a) if such obstructing vehicle is being moved on a road as defined within Part VI of the Road Traffic Act 1988 such use will be restricted solely to the minimum movement of the vehicle required to obtain access to or exit from **Your Premises**; or
- b) if a wheel clamp is attached to a vehicle a bold warning notice to this effect will be attached to the windscreen of such vehicle.
- c) the vehicle is not owned, leased, borrowed or hired by **You**
- d) the vehicle to be moved is driven by use of its own ignition key by a person who is competent and to **Your** knowledge holds a licence to drive the vehicle.

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

#### 17. Overseas Personal Liability

**We** will indemnify **You** and if **You** so request any of **Your** directors or partners or **Employees** or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man for not more than 60 consecutive days.

The indemnity will not apply to legal liability

- a) arising out of the ownership or occupation of land or buildings
- b) in respect of which any person referred to above is entitled to indemnity under any other insurance



## 18. Terrorism

**We** will indemnify **You** for all sums which **You** are legally liable to pay as damages arising from:

- a) accidental **Injury**; and/or
- b) **Damage to Property**; arising from **Terrorism** committed by a third party.

The most **We** will pay for all damages and **Costs** arising directly or indirectly from one incident or series of incidents attributable to one source or cause is £5,000,000, or the limit of indemnity shown on **Your Schedule**, whichever is the less.

## 19. Contractual Liability

In respect of **Your Cover 1. Public 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 **Us**.

The indemnity will not apply to legal liability arising under **Your Cover 2. Products Liability** in respect of liability assumed by **You** by agreement in respect of any **Product** unless such liability would have attached notwithstanding such agreement.

## Section Exclusions

This section does not cover liability:

1. For **Injury** to any **Employee** where **Injury** arises out of or in the course of such person's employment with **You**
2. For **Loss** or **Damage to Property** belonging to **You** or in **Your** charge or under **Your** control or any **Employee**, but this Exclusion shall not apply to:
  - a. any personal **Property** (including motor vehicles) of **Your** directors, partners or visitors or **Employees**
  - b. premises (including fixtures, fittings and contents) not owned or rented by **You** for the purposes of the **Business**
3. For liquidated damages or penalties
4. 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 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.
5. Arising from the ownership or possession or use by **You** or on **Your** behalf of craft designed to travel through air or space, hovercraft or watercraft other than waterborne vessels not exceeding 10 metres in length used on inland waterways.
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 any persons acting on **Your** behalf are or have 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
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:
  - a. exposure to
  - b. inhalation of
  - c. fears of the consequence of exposure to or inhalation of
  - d. 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**.
19. Arising in connection with any work undertaken in or on that part of any aerodrome, airfield, airport or military installation provided for:
  - a. the takeoff or landing of aircraft and aerial devices or for the movement of aircraft and aerial devices on the ground
  - b. aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars
20. Arising under the Riding Establishments Acts 1964 and 1970 or any legislation substituted therefore.

## Section 12 – Financial Loss

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

This section is an extension to section 11 (Public & Products Liability) of the **Policy** and unless otherwise stated below is subject to the terms, **Conditions**, exclusions, limits and **Endorsements** of section 11 and the general **Conditions** and general exclusions of the **Policy**.

### Your Cover

**We** will indemnify **You** against liability at law for damages and claimants' costs and expenses in respect of **Financial Loss** unaccompanied by or unrelated to **Loss** of or damage to material property.

### Definition that apply to this Section of the Policy

#### Financial Loss

Economic **Loss** not consequent upon bodily injury or damage to property except for nuisance, libel and slander.

#### 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 £100,000 during any one **Period of Insurance**.

## 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. 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 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 in respect of any **Accident** which would have given rise to a claim under Module 1 had that item been covered other than for weekly compensation.
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 Module 1 or 2 of the **Schedule of Compensation**, only the compensation provided for in the case of death shall be paid.
5. Compensation shall only be payable under Modules 1 to 3 of the **Schedule of Compensation** if:
  - a) death or **Loss** occurs within twelve months of the date of the **Accident**
  - b) the **Insured Person** becomes totally disabled within twelve months of the date of the **Accident**, and such disablement lasts for twelve consecutive months.

## Schedule of Compensation

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

Any Benefit payable under Modules 4 or 5 is subject to:

- a) a maximum benefit period
- b) an **Excess** period during which no benefit shall be payable both as stated in the **Policy Schedule**.

## Definitions Applicable to this Section of the Policy

### Accident /Accidental

Shall mean 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

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

### Bodily Injury

Shall mean identifiable physical injury which:

- a) is caused by an **Accident**
- 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**.

**Interest**

Shall mean no sum payable under this section shall carry interest.

**Insured Person**

Shall mean the individual named on the **Schedule** as being in receipt of benefits under this section.

**Loss of Limb**

Shall mean 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 in both eyes, on the authority of a fully-qualified ophthalmic specialist after correction, the degree of sight the **Insured Person** has left in both eyes is 3/60 or less on the Snellen scale (meaning the **Insured Person** should be able to see sixty feet).

In one eye if on the authority of a fully qualified ophthalmic specialist after correction, the degree of sight the **Insured Person** has left is 3/60 or less on the Snellen scale (meaning the **Insured Person** can see at three feet what the **Insured Person** should be able to see at 60 feet).

**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**

Shall mean disablement which entirely prevents the **Insured Person** from attending to their usual **Business** or occupation as stated on the **Statement of Fact/Proposal** form, and which lasts twelve months and at the expiry of that period is beyond hope of improvement.

**Sickness**

Shall mean any known physical illness, disease or malady which first manifests itself during the **Period of Insurance** and is diagnosed by a health care practitioner

**Temporary Partial Disablement**

Shall mean temporary disablement which prevents the **Insured Person** from attending to a substantial part of their **Business** or occupation.

**Temporary Total Disablement**

Shall mean temporary disablement which entirely prevents the **Insured Person** from attending to his **Business** or occupation of any and every kind.

## Section 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 **Us** and obtaining **Our** written agreement to the amendment of this section (subject to the payment of such additional premium as **We** may reasonably require) then no claim shall be payable in respect of any **Accident** or **Sickness** arising there from.
2. Notice must be given to **Us** 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 **Us** as soon as reasonably practicable in the event of the death of the **Insured Person** resulting or alleged to result from an **Accident**.
4. It is a **Condition** precedent to **Our** liability to pay compensation to the **Insured Person** or their **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 **Us** or on **Our** behalf 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**.

## Section Exclusions

The Insurance provided under this section is extended to include the following:

Notwithstanding anything contained herein to the contrary, this section 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 quad bikes motor cycles or motor scooters other than on mopeds farm bikes or quad bikes whilst used in connection with **Your Business** and whilst on the **Your** own **Premises**.
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 and other Sexually Transmitted Diseases (STD's) or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.

5. A deliberate exposure to exceptional danger (except in an attempt to save human life):
  - a) or the **Insured Person's** own criminal act
  - b) or the **Insured Person** being intoxicated by 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 **Us**.
7. **Sickness** manifesting itself within 21 days of inception of the **Policy**. This exclusion shall not apply at subsequent renewals.
8. 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 **Us** and obtaining their written agreement to the amendment of this section (subject to the payment of such additional premium as **We** may reasonably require) then no claim shall be payable in respect of any **Accident** or **Sickness** arising there from.
9. Neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type.
10. Any payments under **Benefits** 4 or 5 within the deferment period as defined in the **Schedule**.



## Section 14 – Uncollected Milk Indemnity

### 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, reimburse **You** against such **Loss** or **Damage**.

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

- a) **Your** milk purchaser in Great Britain, Northern Ireland the Isle of Man or 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
- b) in direct consequence thereof said milk is wasted or spoiled

resulting in the **Loss** of milk.

### 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 this section, the value of property covered by this 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.

For the avoidance of doubt clause c) iii) of General Policy Condition 1 – Fair Presentation of the Risk will not apply.

### Excess

As stated in the **Policy Schedule**.

### 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**.

## Definition that apply to this Section of the Policy

### Territorial Limits

Shall mean the **Premises** or as may otherwise be agreed by **Us**

### Section 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 7 days of the inception of this **Policy**

**We** will not cover **You** for:

- a) **Loss** or **Damage** caused by wear and tear, any gradually operating cause or any process of cleaning, dyeing, repairing or restoring
- b) Electrical, electronic or mechanical breakdown or derangement, unless caused by accidental **Damage** to the exterior of the item
- c) **Loss** due to depreciation
- d) consequential **Loss** of any kind
- e) **Loss** or **Damage** directly caused by vermin, insects, toxic mould, fungus or condensation.

## Section 15 – Contamination of Own Milk

### Your Cover

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

The insurance by this section includes contamination of **Your** milk from any accident or misfortune except as specifically excluded hereby, provided that **Our** liability shall not exceed £2,000 or the amount specified in **Your Schedule** if this is greater in respect of any one event and a maximum of two events, not less than six months apart in any one **Period of Insurance**.

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**.

### 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 this section the value of property covered by this 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.

For the avoidance of doubt clause c) iii) of General Policy Condition 1 – Fair Presentation of the Risk will not apply.

### Section Exclusions

**We** will not cover **You** for:

- a) Any **Losses** recoverable from **Your** milk purchaser
- b) **Loss** or **Damage** caused by wear and tear, any gradually operating cause or any process of cleaning, dyeing, repairing or restoring
- c) Electrical, electronic or mechanical breakdown or derangement, unless caused by accidental damage to the exterior of the item
- d) **Loss** due to depreciation
- e) Consequential loss of any kind

## Section 16 – Frozen Bovine Semen/Flasks/Liquid Nitrogen

### Your Cover

If the property or any part of such property suffers **Loss** or **Damage** by any accident or misfortune whilst within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands **We** will, by payment or at **Our** option by reinstatement, replacement or repair, reimburse **You** against such **Loss** or **Damage**.

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

### 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 this section the value of property covered by this 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.

For the avoidance of doubt clause c) iii) of General Policy Condition 1 – Fair Presentation of the Risk will not apply.

### Sum Insured

The amount payable in respect of any one straw shall not exceed £1,000 provided that the total amount recoverable shall not exceed the Sum insured hereby.

### Definition that apply to this Section of the Policy

#### Bovine Semen

Shall mean **Bovine Semen** stored in straws in nitrogen flasks.

## Section 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.

**We** will not cover **You** for:

- a) **Loss** or **Damage** caused by wear and tear, any gradually operating cause or any process of cleaning, dyeing, repairing or restoring
- b) Electrical, electronic or mechanical breakdown or derangement, unless caused by accidental **Damage** to the exterior of the item
- c) **Loss** due to depreciation
- d) Consequential **Loss** of any kind
- e) **Loss** or **Damage** directly caused by vermin, insects, toxic mould, fungus or condensation

## Section 17 - Accidental Damage to Oil, Fertiliser & LPG Tanks and Their Contents

### 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, reimburse **You** against such **Loss** or **Damage**.

**We** will pay will **You** up to the sum insured as specified in the **Policy Schedule** in the event of **Loss** to oil, fertiliser & LPG tanks and/or their contents thereof.

### Limit

The total amount payable during any one **Period of Insurance** in respect of each item shall not exceed the Sum insured stated in the **Policy Schedule**.

### Average

If at the commencement of any **Loss** or **Damage** covered under this section the value of property covered by this 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.

For the avoidance of doubt clause c) iii) of General Policy Condition 1 – Fair Presentation of the Risk will not apply.

### Definition that apply to this Section of the Policy

#### Territorial Limits

The **Premises** or as may otherwise be agreed by **Us**.

### Section Exclusions

**We** will not cover **You** for:

- a) **Loss** or **Damage** caused by wear and tear, any gradually operating cause or any process of cleaning, dyeing, repairing or restoring
- b) Electrical, electronic or mechanical breakdown or derangement, unless caused by accidental **Damage** to the exterior of the item
- c) **Loss** due to depreciation.
- d) Consequential **Loss** of any kind
- e) **Loss** or **Damage** directly caused by vermin, insects, toxic mould, fungus or condensation

## Section 18 – Office Contents – All Risks

### 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, reimburse **You** against such **Loss** or **Damage**.

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.

### Limit

The total amount payable during any one **Period of Insurance** in respect of each item shall not exceed the sum insured stated in the **Policy Schedule**.

### Average

If at the commencement of any **Loss** or **Damage** covered under this section the value of property covered by this 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.

For the avoidance of doubt clause c) iii) of General Policy Condition 1 – Fair Presentation of the Risk will not apply.

### 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 visitors, partners, directors or <b>Employee's</b>	£500
2	<b>Property</b> temporarily removed from the buildings	£5,000
3	Any one deed, document, plan, drawing or <b>Business</b> book.	£500
4	Any one computer system record.	£15,000
5	Precious metals	£1,000

## Definitions that apply to this Section of the Policy

### Property

Shall mean 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**

### Territorial Limits

The **Premises** or as may otherwise be agreed by **Us**

## Section Conditions

### 1. 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**.

### 2. 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**. For the avoidance of doubt clause c) iii) of General Policy Condition 1 – Fair Presentation of the Risk will not apply.



## Section Extensions

### 1. Additional Insurance

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

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

## Section Exclusions

- 1. In respect of this section **We** will not pay for:
  - a) **Money** as defined in section 5 Business Money of this **Policy**
  - b) Personal effects other than in the **Premises**
  - c) any living creature
  - d) motor vehicles and their fitted accessories
  - e) theft or **Loss** arising from fraud or dishonesty involving any of **Your** partners, directors or **Employees**
- 2. **Loss** or **Damage** caused by erasure or distortion of information on computer records caused:
  - a) by defects in such records
  - b) whilst mounted in or on any machine or data processing apparatus unless caused by **Damage** to the machine or apparatus
  - c) by a magnetic flux unless such flux is directly caused by lightning.
- 3. **We** will not cover **You** for:
  - a) **Loss** or **Damage** caused by wear and tear, any gradually operating cause or any process of cleaning, dyeing, repairing or restoring
  - b) Electrical, electronic or mechanical breakdown or derangement, unless caused by accidental **Damage** to the exterior of the item
  - c) **Loss** due to depreciation
  - d) Consequential **Loss** of any kind
  - f) **Loss** or **Damage** directly caused by vermin, insects, toxic mould, fungus or condensation

## Section 19 – Terrorism

(only operative if stated in the schedule)

### Definitions that apply to this Section of the Policy

(also refer to the General Policy Definitions. Where different definitions apply then for the purpose of this Section only the Section Specific definitions shall prevail)

#### Act of Terrorism

Any act or acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

#### Computer System

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

#### Data

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

#### Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **Computer Systems**.

**Denial of Service Attacks** include but are not limited to the generation of excess traffic into the network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **Computer Systems**.

#### Hacking

Unauthorised access to any **Computer System** whether **Your** property or not.

#### Nuclear Installation

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

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

#### Nuclear Reactor

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

### Phishing

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

### Private Individual

Any person other than

- (a) a company, association or partnership
- (b) a trustee or body of trustees where insurance is arranged under the terms of a trust
- (c) a person who owns residential property for the purpose of their **Business** as a sole trader
- (d) a person who owns residential property of which more than 20 per cent of the property is commercially occupied.

### Note

- (a) Where a residential property is occupied by a trustee or a sole trader as a private residence and where the property is not a block of flats, each will be deemed to be a **Private Individual** in respect of that same property, and
- (b) Where two or more persons have arranged insurance on residential property in their several names and/or in **Your** name includes the name of a bank or a building society or other financial institution for the purpose of noting their interest in the property insured, they will be deemed to be a Private Individual in respect of that property.

### Virus or Similar Mechanism

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

**Virus or Similar Mechanism** includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

### The Cover

A. in the event that:

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

**We** will by this Terrorism Cover provide insurance for **Damage** to property insured and interruption to, or interference with, **Your Business** proximately caused by any such **Act of Terrorism** in so far and to the extent that it is insured under the following sections of this **Policy**:

Section 1 – Farm Buildings; and  
Section 2 – Farm Contents; and  
Section 7 – Business Interruption (Revenue Basis); and  
Section 8 – Business Interruption (Alternative Basis); and  
Section 14 – Uncollected Milk Indemnity; and  
Section 15 - Contamination of Own Milk; and  
Section 16 - Frozen Bovine Semen/Flasks/Liquid Nitrogen; and  
Section 17 - Accidental Damage to Oil, Fertiliser & LPG Tanks and their Contents; and  
Section 18 – Office Contents ( All Risks); and  
Section A - Private House Buildings; not applicable for **Private Individuals**  
Section B – Private House Contents; not applicable for **Private Individuals**

The most **We** will pay under this section during any one **Period of Insurance** will not exceed the limit of liability or sum insured specified under each applicable section.

Provided always that:

- 1) such **Damage** to property insured and interruption to, or interference with, **Your Business** following **Damage** occurs in England, including the Channel Tunnel up to the frontier with the Republic of France as set out in the Treaty of Canterbury 1986, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987
  - 2) in any action, suit or other proceedings where **We** allege that any **Damage** to property insured and interruption to, or interference with, **Your Business** following **Damage** is not covered by this Terrorism Cover the burden of proving that such **Damage** to property insured and interruption to, or interference with, **Your Business** following **Damage** is covered will fall upon **You**
  - 3) the insurance effected by this Terrorism Cover excludes:
    - A) any losses whatsoever:
      - a) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
      - b) directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
        - i) damage to or the destruction of any **Computer System**; or
        - ii) any alteration, modification, distortion, erasure or corruption of **Data**
- in each case whether **Your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **Virus or Similar Mechanism, Hacking, Phishing or Denial of Service Attack**

Proviso to exclusion 3) A) b)

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

- i) results directly (or, solely as regards ii) 3) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **Computer System**; and

ii) comprises:

- 1) the cost of reinstatement, replacement or repair in respect of damage to or destruction of property insured; or
- 2) the amount of business interruption loss suffered directly by **You** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of property insured or as a direct result of denial, prevention or hindrance of access to or use of the property insured by reason of an **Act of Terrorism** causing damage to other Property within one mile of the property insured to which access is affected; or
- 3) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges
- 4) reasonably and necessarily paid by **You** to avoid or diminish such loss

and

iii) is not proximately caused by an **Act of Terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

iv) for the purposes of this Proviso

- 1) The meaning of 'Property' shall exclude:
    - A) any money (including **Money** as defined in Section 5), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non- negotiable instruments, financial securities or any other financial instrument of any sort whatever; and
    - B) any **Data**.
  - 2) 'Covered Loss' means all losses arising as a result of damage to or the destruction of property insured, the proximate cause of which is an **Act of Terrorism**.
- v) Notwithstanding the exclusion of **Data** from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph ii) above indirectly results from any alteration, modification, distortion, erasure or corruption of **Data**, because the occurrence of one or more of the matters referred to in sub-paragraph i) above results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **Data**, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub- paragraphs i) and ii) 1) or 2) nor any loss, cost or charges otherwise falling within sub- paragraphs i) and ii) 3) above from being recoverable under this Terrorism Cover.

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

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

- C) any **Nuclear Installation** or **Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **Nuclear Installation** or **Nuclear Reactor**
  - D) loss or destruction of or **Damage** to residential properties insured in the name of a **Private Individual**
- 4) save for the exclusions listed in 3) above no other exclusions in this **Policy** will apply to the insurance effected by part A. of this Terrorism Cover. All the other terms, definitions and conditions of this **Policy** including but not limited to any **Excess** or deductible to be borne by **You** will apply to the insurance effected by part of this Terrorism Cover except for:
- A) any Long Term Undertaking applying to this **Policy**
  - B) any terms in this **Policy** which provide for adjustments of premium based upon declarations on expiry or during the **Period of Insurance**
  - C) any extension of the meaning of the term 'Premises' in this Policy to include locations outside England and Wales and Scotland.
- B. In the event that Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence happening in the territories described in paragraph A. proviso 1) above to have been an **Act of Terrorism** and such refusal is upheld by the decision of a validly constituted tribunal this Terrorism Cover will delete any Terrorism Exclusion in the Policy in respect of such event or occurrence.
- C. This Terrorism Cover will delete any Terrorism Exclusion in this Policy in respect of any event or occurrence happening in the Isle of Man or Channel Islands but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987, the Territorial Sea Act 1987 (Isle of Man) Order 1991, the Territorial Sea Act 1987 (Jersey) Order 1997 and Territorial Sea Act 1987 (Jersey) (Amendment) Order 2002.

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

## Section 20 – Environmental Liability

### Your Cover

We will, subject to the **Limit of Indemnity for Environmental Liability**, indemnify **You** under this section against:

- 1) all sums that **You** become legally liable to pay as damages
- 2) Claimant's costs and expenses; if **You** are ordered to pay them or paid with **Our** written consent.

In respect of accidental environmental loss arising from a **Pollution Condition** that;

- a) occurs after the **Environmental Retroactive Date** but before the end of the **Period of Insurance**, on, at, under or migrating from **Your Premises** or arising from the **Business** within the **Territorial Limits**
- b) results in a claim that is made against **You** during the **Period of Insurance** and reported to **Us** within the same **Period of Insurance** or within 30 days of expiry thereof.
- 3) All costs and expenses, incurred by **You** with **Our** written consent in defending any claim under this section the solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any **Environmental Loss** which may be the subject of indemnity under this section or at any coroner's inquest or fatal accident inquiry.

This section will not operate in respect of any **Business** activities that fall within the following trades

waste disposal contractors, clothing dyers and cleaners, ferrous and non-ferrous metal smelting and extraction, steel mills, abstraction and supply of potable water from natural sources, filling stations, fuel distributors (other than solid fuel), mines and quarries, any speculative property developing activity where there is no principal or any development activity on brownfield sites, waste transfer stations, landfills, water or waste treatment plants.

### Definitions that apply to this section of the Policy

#### Claim

Shall mean a written demand, from someone who is not an **Insured**, seeking a remedy or asserting liability against **You** for **Environmental Loss**.

#### Clean Up Costs

Costs, charges and expenses to investigate, neutralise, remove, remediate, monitor and dispose of a **Pollution Condition**:

- a) that have actually been incurred by **You** as required by **Environmental Law**
- b) that have actually been incurred by any governmental entity duly acting under the authority of environmental law
- c) that have actually been incurred by third parties where required by environmental law.

Clean up Costs shall include the reasonable and necessary costs that **You** incur with **Our** approval to restore, repair or replace **Your** equipment, structures or facilities, to substantially the same condition it was in prior to being damaged during work performed in the course of incurring clean up costs.

## **Environmental Damage**

Environmental Damage shall have the definition specifically provided in European Union Directive 2004/35/EC on environmental liability and/or any local legislation that implements it.

## **Environmental Damage Costs**

Reasonable and necessary costs, charges and expenses to investigate and / or undertake Primary, compensatory or complementary remediation resulting from **Environmental Damage** and required pursuant to the European Union Directive 2004/35/EC on environmental liability and/or any local legislation that implements it.

Primary, Compensatory or Complementary Remediation are as defined by the European Union Directive 2004/35/EC on environmental liability and/or any local legislation that implements it.

## **Environmental Law**

Any applicable European Union directive, regulation or decision, any national statute, statutory instrument, regulation, by-law, rule, regulation, ordinance, circular or guidance provided that they have the force of law, or any permit, consent, licence, notice, order or instruction of any national or local governmental or statutory authority, agency, court or like entity.

## **Environmental Loss**

**Third Party Environmental Damages** clean up costs and **Environmental Damage Costs** and associated legal defence costs.

## **Environmental Retroactive Date**

The inception date of the earliest policy under which **You** have:

- a) purchased this section
- b) continuously maintained, and can evidence that they have done so, coverage materially the same as the cover provided under this section.

## **Limit of Indemnity for Environmental Liability**

**Our** liability under this section for all damages (including interest thereon) payable in respect of any one environmental loss or in the aggregate in respect of a series of environmental losses arising out of any one original cause, shall not exceed the **Limit of Indemnity for Environmental Liability** stated in the **Schedule**.

## **Legal Defence Costs**

Reasonable and necessary fees and all other charges, costs and expenses that the **Insured** have to pay resulting from the investigation, adjustment, defence and appeal of a **Claim**.

## **Pollutants**

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. Odour is not considered a pollutant.

## **Pollution Condition**

The emission, discharge, dispersal, migration release or escape of **Pollutants** provided such **Pollutants** are not naturally occurring. The entirety of any such pollution condition or any series of interrelated, associated, repeated, or continuous pollution conditions shall be deemed to be one pollution condition.



## **Territorial Limits**

The United Kingdom, the Channel Islands and the Isle of Man.

## **Third Party Environmental Damages**

Damages to a third party as a result of:

- a) accidental bodily injury
- b) physical injury to or destruction of tangible property including the resulting loss of use and diminution in value thereof
- c) loss of use, but not diminution in value, of tangible property that has not been physically injured or destroyed
- d) trespass, nuisance or obstruction.

## **Underground Storage Tank**

A tank that has at least ten (10) per cent of its volume beneath the surface of the ground, including any connected underground piping, underground ancillary equipment and containment system.

For the avoidance of doubt an Underground Storage Tank will not include:

- a) any tank located within a bund or sump below the surface of the ground, so long as the base of the tank can be visually inspected
- b) any underground oil / water interceptor that forms part of a drainage system.

## **Section Extensions**

The insurance provided by this section is extended to include the following:

### **1) Court Attendance Costs**

In the event of any of the undernoted persons attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this section, **We** will pay compensation to **You** at the following rates per day for each day on which attendance is required:

- a) any of **Your** directors or partners £500
- b) any **Employee** £250.

### **2) Cross Liabilities**

Where the **Insured** comprises more than one party, **We** will treat each party as the **Insured** as if a separate **Policy** had been issued to each provided that nothing in this Extension will increase **Our** liability beyond the amount for which **We** would have been liable had this extension not applied.

### **3) Member to Member Liability**

The indemnity provided by this section is extended to indemnify any member of **Your** sports or social organisations, in respect of legal liability for accidental **Third Party Environmental Damages**, sustained by fellow members of such organisations while engaged in the activities of such organisations.

### **4) Indemnity to Principals**

**We** will, at **Your** request, indemnify any principal to the extent required by a contract between **You** and the principal, in respect of legal liability arising from the performance of work by **You** for such principal. Provided that:

- a) **We** shall retain sole conduct and control of any claim
- b) the principal shall observe, fulfil and be subject to the terms, definitions, **Conditions**, clauses and exclusions, of this **Policy**, in so far as they can apply.

#### 5) **Indemnity to Others**

**We** will also indemnify **Your** personal representatives in the event of **Your** death, but only in respect of legal liability incurred by **You** and if **You** so request:

- a) any of **Your** directors or partners or **Employees**, while acting in connection with the **Business**, provided that **You** would have been entitled to indemnity under this section if the claim had been made against **You**
- b) any officer or member, of **Your** canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in his/her respective capacity as such.

Provided that such persons shall observe, fulfil and be subject to the terms, definitions, **Conditions**, clauses and exclusions, of this Policy, in so far as they can apply.

### **Section Conditions**

#### 1) **In the event of an Environmental Loss**

It is a **Condition** precedent to **Our** liability under this section that **You** shall notify **Us** in writing as soon as practicable of any **Environmental Loss**. To the extent possible, such written notification should include:

- a) how, when and where the **Environmental Loss** took place
- b) the names and addresses of any injured persons and witnesses
- c) the nature and location of any injury or damage that has or could arise out of the **Environmental Loss**.

If a **Claim** for **Environmental Loss** covered by this section is received by **You**, **You** must:

- a) immediately record the specifics of the claim and the date received
- b) see to it that **We** receive written notice of the **Claim** as soon as practicable, but in no event later than the end of the **Period of Insurance** in which the **Claim** is made or within 30 days of expiry thereof
- c) immediately send **Us** copies of any demands, notices, summonses or legal papers received in connection with the **Claim**
- d) authorise **Us** to obtain records and other information
- e) cooperate with **Us** in the investigation, settlement or defence of the **Claim**
- f) assist **Us**, upon **Our** request, in the enforcement of any right against any person or organisation which may be liable to **You** because of injury or damage to which this insurance may also apply.

#### 2) **After the environmental loss has been identified**

**You** shall have the duty to, where practicably possible, reduce, mitigate, remediate or prevent any **Environmental Loss**. **You** shall have the duty to prevent or clean up **Pollutants** and prevent or remediate environmental damage to the extent required by **Environmental Law**. **We** shall have the right but not the duty to review and approve all such actions.

**You** shall promptly notify **Us** of all actions and measures completed pursuant to this **Condition**.

#### 3) **Our rights – following an incident**

**We** shall have the right but not the duty to clean-up, remediate or mitigate an environmental loss upon receiving written notice directed as set out in **Condition 1**. Any sums expended by **Us** will be deemed incurred or expended by **You**, shall be subject to the **Excess** for environmental liability and shall reduce the **Limit of Indemnity for Environmental Liability**.

#### 4) **Right of inspection**

**We**, or **Our** appointed representatives, have the right but are not obligated to make inspections, surveys or audits of **Your Premises** or **Business** at **Our** expense and at reasonable notice to **You**, but during the **Period of Insurance**.

**5) Contractual liability**

In so far as concerns liability assumed by **You** under agreement, which would not have attached in the absence of such agreement, this section will only apply if **We** retain sole conduct and control of any **Claim**.

**6) Jurisdiction**

The reimbursement provided by this section will not apply to any action for damages brought against **You** in any court outside the European Union.

**7) Excess for Environmental Liability**

The first £1000 of compensation, costs and expenses payable in respect of each and every event of accidental **Environmental Loss**, which will be **Your** responsibility.

**Exclusions**

**We** shall not be liable under this Section in respect of:

- 1) Personal injury to any member of **Your** family, **Employee** or former **Employee** arising out of and in the course of employment by **You** in the **Business**
- 2) The ownership, possession or use by **You** or on **Your** behalf of any:
  - a) aircraft, aerial device, hovercraft or watercraft
  - b) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation, provided that indemnity is not provided by another insurance policy, this exclusion will not apply to the loading or unloading of motor vehicles, trailer or plant
- 3) Advice, instruction, consultancy, design, formula, specification, inspection, certification, or testing performed or provided separately for a fee or under a separate contract
- 4) Crop spraying, or the spraying or dissemination of insecticides, herbicides or other substances or compounds for the control of pests, disease or weeds on premises or land not occupied by or used by **You** in connection with **Your Business**
- 5) Work in connection with or on and travel to, from or within any offshore:
  - a) accommodation, exploration, drilling or production rig or platform
  - b) support vessel
  - c) liquidated damages
  - d) penalty clauses
  - e) fines
  - f) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
- 6) The **Excess** for environmental liability
- 7) **Claims** which are the subject of indemnity under other sections of this **Policy**, or would be but for the **Limit of Indemnity** for **Environmental Liability** applicable thereto. This exclusion will not apply to any applicable coverage provided by **Clean Up Costs** (own property) under any other Section of this Policy, where cover provided by this Section will be in excess of any such coverage
- 8) Any **Asbestos**, **Asbestos** containing materials, lead or lead containing materials applied to, on or in above ground structures

- 9) Any deliberate or wilful act or omission by **You** where **You** either intend to cause **Environmental loss** or is reckless as to whether **Environmental loss** is caused.
- 10) Arising from fly tipping
- 11) Arising from any item that **You** sell, supply, manufacture, construct, alter, repair, service, treat, or distribute including materials, parts, equipment, containers, packaging or labelling, once such item has ceased to be in **Your** possession or control
- 12) Arising from an underground storage tank that **You** knew about prior to the **Period of Insurance**
- 13) Arising from genetically modified organisms.

## Part 2 – Home Insurance

**We** will provide insurance against **Loss, Damage**, or liability (as described in this **Policy** and subject to its Terms, Provisions, **Conditions**, 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**.

### Definitions that apply to Part 2 of the Policy

#### Buildings

Shall mean the structure of the private residence shown in the **Schedule** including landlords fixtures and fittings and the following if they form part of the property.

Oil and gas tanks, cesspits, sewers, drains, soil pipes, drain inspection covers, permanent swimming pools, ornamental ponds, statues, fountains permanently fixed into the ground, hard courts, walls, gates, fences, hedges, terraces, patios, drives, paths, car ports, garages, domestic outbuildings, and integral solar panels

#### Contents

Shall mean:

- a) 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**
- b) 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:

- a) 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)
- b) Travel tickets, securities of any kind, certificates, bills of exchange, cheques, travellers cheques, postal and money orders and manuscripts
- c) Any living creature
- d) Watercraft (other than model or hand propelled watercraft), hovercraft, drones or UAV's (unmanned aerial vehicles), aircraft (other than model aircraft), caravans, trailers, motor vehicles (other than power assisted wheelchairs and domestic garden implements) and their respective accessories and equipment
- e) Property more specifically insured either in this **Policy** or issued elsewhere for **Your** benefit.

#### Your Family

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

#### Heave

Shall mean upward and or lateral movement of the site on which **Your Buildings** stand cause by swelling of the ground.

## Home

**Your** private residence shown in the **Schedule** as **Insured Occupied** including its garages and domestic outbuildings if they form part of the property

## Subsidence

Shall mean downward movement of the site on which **Your Buildings** stand by a cause other than the weight of the **Buildings** themselves

## Unoccupied

Shall mean when the **Building** is either:

- a) without sufficient furniture for day to day living purposes for more than 60 days  
or
- b) has not been lived in by **You** (or a person **You** have authorised) for more than 60 days.

## Perils (applicable to Part 2, Sections A & B only)

**Your Schedule** will show which of the following **Perils** are insured by each section or they make up the **Standard** or **Super** cover as described in **Basis of Cover** and stated in **Your Schedule**

<b>A. Perils</b> <b>For the purpose of this Section A &amp; B only, Perils shall mean:</b>	<b>Exclusions - What We will not pay for:</b>
1 i) Fire, lightning, explosion, earthquake, thunderbolt ii) Smoke	<b>Loss or Damage</b> caused by any agricultural process or any gradually operating cause
2 Riot, civil commotion, strikes, labour disturbances	
3 Acts of malicious persons or vandals	<b>Loss or Damage</b> caused by tenants or by a person lawfully in the <b>Building</b> <b>Loss or Damage</b> occurring whilst the private dwelling is <b>Unoccupied</b> at the time of <b>Loss</b>

<p>4 Theft including attempted theft</p>	<p><b>Loss</b> or <b>Damage</b> occurring whilst the private dwelling is <b>Unoccupied</b> at the time of <b>Loss</b></p> <p>Theft by deception unless the deception is used only to gain entry to the <b>Buildings</b></p> <p><b>Loss</b> of or <b>Damage</b> to money unless force or deception is used to gain entry to or exit from the <b>Buildings</b>.</p> <p><b>Loss</b> or <b>Damage</b> 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 <b>Buildings</b>.</p>
<p>5 Storm, tempest, flood</p>	<p><b>Loss</b> or <b>Damage</b> to gates, fences and hedges.</p> <p><b>Loss</b> or <b>Damage</b> caused by frost</p>
<p>6 Escape of water or oil from any fixed domestic heating or water installation or other domestic appliances or water mains or oil filled electric radiators.</p> <p>Freezing of water in fixed water or fixed heating systems.</p>	<p><b>Loss</b> or <b>Damage</b> occurring whilst the private dwelling is <b>Unoccupied</b> at the time of <b>Loss</b></p> <p>Damage by freezing to pools, hard courts, dry stone walls, paths, patios, drives, gates, fences, hedges and garden water tanks</p> <p><b>Loss</b> or <b>Damage</b> to external paintwork and decorations</p> <p>The cost of the water or oil itself</p> <p><b>Loss</b> or <b>Damage</b> caused by wet or dry rot, rust, corrosion or other wear tear or deterioration</p>
<p>7 Aircraft and other aerial devices or anything dropped from them.</p>	
<p>8 Impact by vehicles, animals or falling television and radio aerials, aerial fittings or masts or satellite dishes or their fittings</p>	
<p>9 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 <b>Our</b> prior consent has been obtained</p>

<p>10 <b>Subsidence</b> and/or <b>Heave</b> of the site on which the <b>Buildings</b> stand or the land belonging to them or landslip and/or avalanche</p>	<p><b>Loss or Damage</b> to pools, hard courts, walls, patios, drives, paths, gates, fences, hedges, external service tanks, sewers, drains, soil pipes, and drain inspection covers unless the <b>Buildings</b> are <b>Damaged</b> by the same cause at the same time</p> <p><b>Loss or Damage</b> to or resulting from movement of solid floor slabs unless the foundations beneath the external walls of the <b>Buildings</b> are <b>Damaged</b> by the same cause and at the same time.</p> <p><b>Loss or Damage</b> for which compensation has been provided under any contract or guarantee or by law or would have been provided but for the existence of this <b>Policy</b></p> <p><b>Loss or Damage</b> caused by:</p> <ul style="list-style-type: none"> <li>a) coastal or river bank erosion</li> <li>b) faulty workmanship, or the use of defective materials</li> <li>c) demolition of or structural alteration or structural repair or extensions to the <b>Buildings</b></li> <li>d) the bedding down of new structures or the settlement of newly made up ground.</li> </ul>
<p>11 Any accident or misfortune</p>	<p>Deterioration of foodstuffs</p> <p>Money, stamps, contact lenses, recording tapes and discs and computer software</p> <p><b>Loss or Damage</b> caused by:</p> <ul style="list-style-type: none"> <li>a) tenants and/or members of their household;</li> <li>b) faulty workmanship, defective design or the use of defective materials</li> <li>c) settlement, shrinkage or expansion</li> <li>d) <b>Loss or Damage</b> occurring whilst the private dwelling is <b>Unoccupied</b> at the time of <b>Loss</b></li> <li>e) <b>Loss or Damage</b> for which claims are not payable or specifically excluded under <b>Perils</b> 1–10 mechanical or electrical faults or breakdown</li> <li>f) any process of cleaning, dyeing repairing or renovation</li> <li>g) domestic pets</li> <li>h) mechanical or electrical faults or breakdown</li> <li>i) any gradually operating cause</li> <li>j) wet and dry rot or toxic mould</li> </ul>



## Section A – Private House Buildings

### Basis of Cover

(stated in the **Policy Schedule**)

FLEA	Peril 1 and 7 only (Fire, Lighting, Aircraft, Explosion & Earthquake)
Standard Cover	(As per Super Cover, but Excludes <b>Peril 11</b> & Legal Fees)
Super Cover	(Includes all <b>Perils</b> and Section Extensions hereunder)
Selected Peril numbers	<b>Your Schedule</b> will show the <b>Perils</b> insured

### Voluntary Excess or Vol Excess

If an amount is shown under the heading **Voluntary Excess** or **Vol Excess** in the **Schedule** to this Section then the amount of that **Excess** applies to **Perils 1 -9 & 11** , Section Extensions C2 – C5, in addition to any **Excess** amount shown in the Exclusions – **We** will not pay for.

### Part A - Your Cover

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

Part B - Additional Insurance	Exclusions - We will not pay for
<b>B</b> We also insure the amount payable following <b>Loss</b> or <b>Damage</b> (the subject of a valid claim under this Section) of, or to the <b>Buildings</b> in respect of:	
1 Architects, surveyors, consultants and legal fees necessarily and reasonably incurred to rebuild or repair the <b>Buildings</b>	Any fee incurred in preparing a claim
2 The necessary and reasonable costs incurred with <b>Our</b> prior consent of removing debris and making the <b>Buildings</b> safe	
3 The additional cost of rebuilding or repairing the <b>Damaged</b> part of the <b>Buildings</b> to comply with statutory regulations or local authority byelaws	Costs relating to <b>Loss</b> or <b>Damage</b> occurring after notice to comply has been served on <b>You</b>

Part C - Section Extensions	Exclusions - We will not pay for
<b>We also pay You</b> in respect of:	
1 <b>Loss</b> of rent payable by <b>You</b> (including a maximum of two years ground rent) and the reasonable additional costs of alternative accommodation incurred by <b>You</b> if the <b>Home</b> is made uninhabitable by any cause insured under <b>Perils</b> 1-11, if insured, but only during the period necessary to restore the <b>Home</b> to habitable condition	Any amount exceeding 20% of the <b>Buildings</b> Sum Insured  The first £100 of each and every <b>Loss</b>
2 Accidental <b>Damage</b> by external means to: a) electricity, telephone/ television cables, drain inspection covers and underground water, gas, sewer and drain pipes, all for which <b>You</b> are responsible, extending from the <b>Buildings</b> to the public supply b) underground oil pipes servicing the <b>Buildings</b>	The first £100 of each and every <b>Loss</b>
3 Accidental breakage of fixed glass and solar panels forming part of the <b>Building</b> and fitted ceramic hobs and fixed sanitary fittings in the <b>Buildings</b>	Breakage occurring whilst the private dwelling is <b>Unoccupied</b>  The first £100 of each and every <b>Loss</b>
4 Loss of Metered Water  Additional metered water charges incurred by <b>You</b>	Any amount in excess of £5,000 under both Section A <b>Buildings</b> and Section B <b>Contents</b> in the <b>Period of Insurance</b>  <b>Loss</b> or <b>Damage</b> occurring whilst the private dwelling is <b>Unoccupied</b> at the time of the <b>Loss</b>  The first £100 of each and every <b>Loss</b>
5 Emergency Services Garden <b>Damage</b>  If as a result of <b>Damage</b> arising from an insured <b>Peril</b> to <b>Property</b> shown on <b>Your Schedule</b> , the emergency services <b>Damage</b> landscaped grounds at the <b>Premises</b> for which <b>You</b> are legally responsible <b>We</b> will pay the reasonable costs and expenses of repairing or reinstating those grounds	Any amount in excess of £10,000 for any one loss for landscaped grounds  The failure of seeds to germinate or of trees, shrubs or turf to become established following planting or replanting  <b>Loss</b> or <b>Damage</b> arising from bonfires or the burning of waste  An amount exceeding £500 in respect of any one tree shrub or plant  <b>Damage</b> by any cover listed elsewhere in the <b>Buildings</b> section and which is specifically excluded under that cover  The first £100 of each and every loss

<p>6 Emergency Services <b>Buildings Damage</b></p> <p>If as a result of <b>Damage</b> arising from an insured <b>Peril</b> to <b>Property</b> shown on <b>Your Schedule</b>, the emergency services <b>Damage Buildings</b> at the <b>Premises</b> for which <b>You</b> are legally responsible <b>We</b> will pay the reasonable costs and expenses of repairing or reinstating those <b>Buildings</b></p>	<p><b>Damage</b> by any cover listed elsewhere in the <b>Buildings</b> section and which is specifically excluded under that cover</p> <p>Any amount in excess of £10,000 for any one loss</p> <p>The first £100 of each and every loss</p>
<p>7 Garden Restoration</p> <p><b>We</b> will pay to restore the gardens of <b>Your Home</b> if it suffers <b>Loss</b> or <b>Damage</b> as a result of <b>Perils</b> 1, 2, 3, 4, 6, 8 or 9 during the <b>Period of Insurance</b></p>	<p><b>Damage</b> under this Extension when the private dwelling is <b>Unoccupied</b></p> <p>Any amount exceeding £10,000 in total for all claims or series of claims (subject to a maximum £250 any one plant or tree), arising out of any one original cause</p> <p><b>Damage</b> caused by <b>Livestock</b> belonging to or the responsibility of <b>You</b> or <b>Your Family</b></p> <p>The failure of seeds to germinate or of trees, shrubs or turf to become established following planting or replanting</p> <p><b>Loss</b> or <b>Damage</b> arising from bonfires or the burning of waste</p> <p><b>We</b> will not pay the first £50 of each and every claim</p>
<p>8 Additions</p> <p><b>We</b> will extend this insurance to include in respect of each item additional <b>Buildings</b> (as defined herein) or additions or extensions to existing buildings but only in so far as such <b>Property</b> is not otherwise insured by <b>You</b> or on <b>Your</b> behalf and it being understood that this extension does not include appreciation in value. <b>You</b> undertake 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</p>	<p>Any amount exceeding 15% of the <b>Buildings</b> Sum Insured</p>

<p>9 New acquisitions</p> <p><b>We</b> will pay for <b>Damage</b> to newly acquired fixtures fittings fitted appliances and furniture for up to 60 days from installation to allow <b>You</b> time to tell <b>Us</b> and pay an additional premium</p>	<p>The most <b>We</b> will pay is 25% of the insured rebuilding cost</p>
<p>10 Non Invalidation</p> <p>As long as <b>You</b> tell <b>Us</b>, as soon as <b>You</b> learn of anything which increases the risk of <b>Damage</b> which is beyond <b>Your</b> control, <b>Your Policy</b> will remain valid. <b>You</b> must pay any additional premium that <b>We</b> ask for</p>	
<p>11 Temporary removal of fixtures</p> <p><b>We</b> will pay up to 10% of the insured rebuilding cost for <b>Buildings</b> for the cost of repairing <b>Damage</b> to permanent fixtures of the <b>Buildings</b> which have been removed to another building for up to 60 days for restoration renovation repair or safekeeping</p>	
<p>12 Underinsurance protection</p> <p><b>We</b> will pay up to 125% of the insured rebuilding cost if at the start of the first <b>Period of Insurance</b> or any subsequent renewal <b>You</b> have had a professional independent re-building valuation which is no more than three years old and insured <b>Your Buildings</b> at the time for at least the recommended value. If <b>Your Buildings</b> are not repaired or replaced <b>We</b> will only pay up to the insured rebuilding cost</p>	
<p>13 Alternative stabling</p> <p>If <b>Your</b> domestic stables cannot be used because of <b>Damage</b> insured by this cover, <b>We</b> will pay the reasonable costs agreed by <b>Us</b> of alternative stabling for <b>Your</b> horses. <b>We</b> will pay these costs until <b>Your</b> stables can be used again</p>	<p>An amount exceeding £2,000 or up to 2 years stabling costs whichever the lower</p>
<p>14 Sewer blockage</p> <p><b>We</b> will pay for the cost of getting into and repairing the pipe between the main sewer and <b>Your Home</b> if it is blocked</p>	<p><b>Damage</b> caused by wear and tear or caused by electrical or mechanical breakdown</p> <p>An amount exceeding £1,000</p> <p>The first £100 of each and every loss</p>

<p>15 Removing nests</p> <p><b>We</b> will pay for the nests of rats, mice, cockroaches, wasps and bees to be removed from <b>Your Home</b></p>	<p>An amount exceeding £1,000 in any <b>Period of Insurance</b></p>
<p>16 Removal of Squatter</p> <p>In respect of the <b>Buildings</b> that are <b>Your Home</b>, <b>We</b> will pay the legal fees incurred with <b>Our</b> prior consent, in repossessing <b>Your Home</b> following occupation by squatters</p>	<p>Any amount exceeding £15,000</p> <p>Legal fees incurred in repossessing any private dwelling which is not <b>Your</b> permanent place of residence</p> <p>Legal fees incurred in repossessing <b>Your</b> private dwelling from any person or persons who has/have, at any time, lived in <b>Your</b> private dwelling with <b>Your</b> actual or implied consent or agreement</p>
<p>17 Removing Dangerous trees</p> <p><b>We</b> will pay for removal of <b>Your</b> trees or branches if damaged as a result of any of the causes covered under <b>Perils</b> 1 to 11 and <b>We</b> believe they are a threat to human life or are likely to <b>Damage</b> property</p>	<p>Any amount exceeding £2,000</p> <p>Removal of trees, pruning, pollarding or lopping of branches which <b>We</b> class as routine maintenance</p>
<p>18 Removing Fallen Trees</p> <p><b>We</b> will pay expenses reasonably incurred in removing fallen trees and branches from the <b>Premises</b> provided it is as a result of an insured <b>Peril</b> at the <b>Home</b></p>	<p>Any amount exceeding £2,000 in any one <b>Period of Insurance</b></p> <p>Any expenses incurred as a consequence of the felling lopping or pruning of trees</p>
<p>19 Building Materials and Machinery</p> <p><b>We</b> will pay for <b>Loss</b> or <b>Damage</b> to:</p> <p>a) machinery including plant and tools used in connection with the work of construction, modernisation, renovation or refurbishment of any <b>Building</b></p> <p>b) materials intended for incorporation into any such <b>Building</b></p> <p>caused by an operative <b>Peril</b></p> <p>The maximum <b>We</b> will pay for any one occurrence shall not exceed the £50,000.</p>	

Part D - Liability at Law	Exclusions - We will not pay for
<p><b>We</b> will also reimburse <b>You</b> against <b>Your</b> liability at law arising:-</p> <p>a) from <b>Your</b> ownership of the <b>Buildings</b> and their land in connection with any private dwelling which has been disposed of and which was owned/leased and occupied by <b>You</b> or by <b>Your</b> 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 <b>Loss</b> of or <b>Damage</b> to property occurring during the continuance of this Section</p> <p>b) When any private dwelling owned/leased and occupied by <b>You</b> and insured by this Section has been disposed of, <b>We</b> 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 <b>Your</b> death, <b>We</b> shall provide indemnity to <b>Your</b> legal personal representatives in respect of liability incurred by <b>You</b> and covered by this Section provided that they can observe the terms of this <b>Policy</b> as far as they can apply</p> <p><b>We</b> also provide the same indemnity to any other member of <b>Your</b> household permanently residing with <b>You</b>, who is the owner or joint owner of the <b>Buildings</b> and their land, provided that such persons(s)</p> <p>a) observes the terms of the <b>Policy</b> as far as they can apply</p> <p>b) is not entitled to indemnity under any other <b>Policy</b> or insurance</p>	<p>a) Injury to <b>You</b> or to any other member of <b>Your</b> household permanently residing with <b>You</b> and injury to any <b>Employee</b> sustained in the course of his/her employment by <b>You</b> or them</p> <p>b) Injury, <b>Loss</b> or <b>Damage</b> arising from</p> <p>i) <b>Your</b> trade, profession or <b>Business</b> or that of any other member of <b>Your</b> 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 <b>Damage</b> to property belonging to <b>You</b> or in the custody or control of <b>You</b> or any other member of <b>Your</b> household permanently residing with <b>You</b> 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 cost of remedying any defect or alleged defect in the said premises</p> <p>f) Injury, <b>Loss</b> or <b>Damage</b> 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><b>Asbestos</b>, including any product containing <b>Asbestos</b></p>
<p><b>Limit of Indemnity</b></p> <p>The maximum amount <b>We</b> shall pay for all damages and claimants' costs resulting from one original cause is £10,000,000</p> <p><b>We</b> shall also pay <b>Your</b> defence costs and expenses incurred with <b>Our</b> prior written consent</p>	

## Section A – Private House Buildings Conditions

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 issued by the Royal Institute of Chartered Surveyors 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 The Sum Insured and Claims Settlement

If the sum insured at the time of destruction or **Damage** represents less than 85% of the amount arrived at in paragraph (a) below, **We** shall pay only for that proportion of any **Loss** or **Damage** which the Sum insured bears to such amount. For the avoidance of doubt clause c) iii) of General Policy Condition 1 – Fair Presentation of the Risk will not apply.

- 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 Part A – Your Cover of this Section, plus provision for the expenses and fees insured by Part B – Additional Extensions.

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 **Perils 1 - 11**, Additional Insurance B 1 – 3, and Section Extensions 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 3(a) above, a deduction for wear and tear may be made.

#### **4 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

### Basis of Cover

(Stated in the **Policy Schedule**)

FLEA	Peril 1 and 7 only (Fire, Lighting, Aircraft, Explosion & Earthquake)
Standard Cover	(As per Super Cover, but Excludes <b>Peril 11 &amp; Legal Fees</b> )
Super Cover	(Includes all <b>Perils</b> and Section Extensions hereunder)
Selected Peril numbers	<b>Your Schedule</b> will show the <b>Perils</b> insured

### Voluntary Excess or Vol Excess

If an amount is shown under the heading **Voluntary Excess** or **Vol Excess** in Section B of the **Policy Schedule** then the amount of that **Excess** applies to **Perils 1 – 9 & 11**, Section Extensions C2, E1- 2, and H 1 – 3, in addition to any **Excess** shown in these paragraphs.

### Part A - Your Cover

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

Part B - Additional Insurance	Exclusions - We will not pay for
1 <b>We</b> also pay <b>You</b> the amount payable following <b>Loss</b> or <b>Damage</b> (the subject of a valid claim under this Section) of or to the <b>Contents</b> in respect of the costs necessarily incurred with <b>Our</b> consent, of removing any part of the <b>Contents</b> which has been totally destroyed	
2 The sum insured on <b>Contents</b> is automatically increased by 10% during the month of December and the 30 days before and after <b>Your</b> wedding day or civil ceremony or the wedding day or civil ceremony of any other member of <b>Your Family</b> permanently residing with <b>You</b>	

Part C - Extensions	Exclusions - We will not pay for
<b>We will also pay You</b> in respect of:	
<p>1 Rent Accomodation and Travel</p> <p>a) Rent payable by <b>You</b></p> <p>b) The reasonable cost of alternative accommodation (including accommodation for <b>Your</b> domestic pets) incurred by <b>You</b></p> <p>c) The reasonable extra travelling costs incurred by <b>You</b> if the <b>Home</b> is made uninhabitable by any insured peril under A1-11, but only during the period necessary to restore the <b>Home</b> to habitable condition</p>	<p>Any amount exceeding 15% in total of the sum insured on <b>Contents</b></p> <p>Travelling expenses other than those expenses incurred in travelling to and from the places of <b>Business</b> or the educational establishments where <b>You</b> or other members of <b>Your Family</b> permanently residing with <b>You</b> are either employed or being educated</p> <p>The first £100 of each and every <b>Loss</b></p>
<p>2 Accidental breakage of mirrors, glass or ceramic tops to furniture, fixed glass in furniture and aquaria and whilst in the <b>Buildings</b></p>	<p><b>Loss</b> or <b>Damage</b> to television, radio, home computer, recording and audio apparatus and light fittings and their accessories</p> <p>The first £100 of each and every <b>Loss</b></p>
<p>3 Accidental <b>Loss</b> of or <b>Damage</b> to:</p> <p>a) television, radio, home computer, recording and audio apparatus by any external cause whilst in the <b>Buildings</b> television and radio aerials, aerial fittings and masts whilst in or on the <b>Buildings</b></p> <p>b) permanently installed automatic burglar alarm equipment by any external cause whilst in or on the <b>Buildings</b></p>	<p><b>Loss</b> or <b>Damage</b> to computers, video cameras and camcorders used for professional or <b>Business</b> purposes</p> <p><b>Loss</b> or <b>Damage</b> caused by:</p> <p>a) incorrect battery polarity</p> <p>b) assembling or dismantling of the apparatus</p> <p><b>Loss</b> or <b>Damage</b> to or resulting from movement of solid floor slabs unless the foundations beneath the external walls of the <b>Buildings</b> are <b>Damaged</b> by the same cause and at the same time</p> <p><b>Loss</b> or <b>Damage</b> for which compensation has been provided under any contract or guarantee or by law or would have been provided but for the existence of this <b>Policy</b></p> <p><b>Loss</b> or <b>Damage</b> caused by:</p> <p>a) coastal or river bank erosion</p> <p>b) faulty workmanship, or the use of defective materials</p> <p>c) demolition of or structural alteration or structural repair or extensions to the <b>Buildings</b></p> <p>d) the bedding down of new structures or the settlement of newly made up ground</p> <p>The first £100 of each and every <b>Loss</b></p>

<p>4 Replacement Keys</p> <p>In the event of:</p> <ul style="list-style-type: none"> <li>a) accidental loss or theft of the keys to the external doors of the <b>Home</b>, or to safes or alarms in the <b>Home</b></li> <li>b) accidental damage to the lock of the external doors to <b>Your Home</b>, or to safes or alarms in the <b>Home</b></li> </ul> <p>At <b>Our</b> option <b>We</b> will pay the cost of buying new keys or changing parts of the locks or replacing the locks.</p>	<p>Any amount exceeding £5,000</p> <p><b>Damage</b> to locks caused by mechanical, electrical or electronic fault or breakdown</p> <p>The replacement cost of any part of the item other than the replacement lock or key</p>
<p>5 Heating Oil</p> <p>The value of oil lost from a domestic heating installation following accidental <b>Damage</b> to the domestic heating installation by an external cause</p>	<p>Any amount exceeding £5,000</p> <p>The first £100 of each and every <b>Loss</b></p>
<p>6 Loss of Metered Water</p> <p>Additional metered water charges incurred by <b>You</b></p>	<p>Any amount in <b>Excess</b> of £5,000 under both Section A <b>Buildings</b> and Section B <b>Contents</b> in the <b>Period of Insurance</b></p> <p><b>Loss</b> or <b>Damage</b> occurring whilst the private dwelling is <b>Unoccupied</b> at the time of <b>Loss</b></p> <p><b>Losses</b> recoverable under Section A of this <b>Policy</b></p> <p>The first £100 of each and every <b>Loss</b></p>
<p>7 Office Equipment and Electronic Devices</p> <p>Accidental <b>Loss</b> of or <b>Damage</b> to computers and ancillary office equipment being used in connection with or for the purposes of the <b>Business</b></p> <p>Accidental <b>Loss</b> of or <b>Damage</b> to computer software including the cost of reconstituting electronic Data digital music digital video and digital photographs</p>	<p>Any amount exceeding £10,000 in total</p> <p>Any amount exceeding £1,000 in respect of computer software including the cost of reconstituting electronic data digital music digital video and digital photographs</p> <p><b>Loss</b> or <b>Damage</b> for which compensation has been provided under any contract or guarantee or by law or would have been provided but for the existence of this <b>Policy</b></p> <p><b>Loss</b> or <b>Damage</b> whilst the <b>Building</b> is let</p> <p>The first £100 of each and every <b>Loss</b></p>

<p>8 Horses</p> <p><b>We</b> will pay if <b>Your</b> horse or pony is stolen or suffers fatal injury caused by accidental and visible means which inside 30 days results in death or requires the animal to be Euthanased which is immediately carried out following certification by a vet that not to do so would be an act of cruelty by any of the causes under <b>Perils 1 to 10</b></p>	<p>Any amount exceeding £500</p>
<p>9 New purchases</p> <p><b>We</b> will pay for <b>Damage</b> to <b>Contents You</b> have just bought while <b>You</b> are taking them <b>Home</b></p> <p>The most <b>We</b> will pay is £5,000</p>	<p><b>Damage</b> outside of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands</p> <p><b>Damage</b> to items made of china, glass, porcelain or other fragile materials;</p> <p><b>Damage</b> while the <b>Contents</b> are being transported by anybody other than <b>You</b> or <b>Your Family</b></p> <p><b>Damage</b> covered by other insurance</p> <p>Theft from an unattended motor vehicle</p>
<p>10 Visitors Contents</p> <p><b>We</b> will pay for <b>Damage</b> to <b>Contents</b> belonging to any visitor while in <b>Your Home</b></p> <p>The most <b>We</b> will pay for any one claim is £2,500 per visitor</p>	<p><b>Loss</b> or <b>Damage</b> caused by:-</p> <ul style="list-style-type: none"> <li>a) wear and tear or loss of value</li> <li>b) moths, vermin, insects or fungus</li> <li>c) the process of dyeing, cleaning, altering or repairing</li> <li>d) any cause which happens gradually</li> <li>e) items seized or confiscated by any legal authority</li> <li>f) electrical or mechanical breakdown</li> <li>g) caused by pets</li> </ul>
<p>11 Underinsurance protection</p> <p><b>We</b> will pay up to 125% of the insured replacement cost if, at the start of the first <b>Period of Insurance</b> or any subsequent renewal, <b>You</b> have had a professional independent valuation which is no more than three years old and insured <b>Your Contents</b> at that time for at least the recommended value</p> <p>If <b>Your Contents</b> are not repaired or replaced <b>We</b> will only pay up to the insured replacement cost</p>	

<p>12 Downloaded music and other information</p> <p><b>We</b> will pay for the cost of replacing music and other downloaded information <b>You</b> have purchased stored on home computers and storage devices and lost or damaged as a result of <b>Perils</b> 1 to 10</p> <p>The most <b>We</b> will pay is £2,500</p>	<p>The cost of reconstituting any films, tapes or discs or rewriting of any stored information</p> <p>The first £50 of each and every claim</p>
<p>13 Professional counselling</p> <p><b>We</b> will pay for professional counselling if <b>You</b> or <b>Your Family</b> are suffering from emotional stress as a result of <b>Damage</b> covered by <b>Your Policy</b></p> <p>The most <b>We</b> will pay is £1,000 in any <b>Period of Insurance</b></p>	
<p>14 Security upgrade</p> <p><b>We</b> will pay for the cost of upgrading the <b>Home's</b> alarm and physical protections following a physical criminal assault or an aggravated burglary at the <b>Home</b> during the <b>Period of Insurance</b></p> <p>The most <b>We</b> will pay is £5,000 in respect of any one claim</p>	<p>The first £100 of each and every claim</p>
<p>15 Death of an artist</p> <p>If <b>You</b> have selected <b>Peril 11 - Any accident or misfortune</b> <b>We</b> will pay for the increased value of art where such increase is due to the death of the artist provided that the artist's death occurs within 6 months prior to the date of any <b>Damage</b></p> <p><b>You</b> must be able to prove the increased value if <b>You</b> make a claim. The most <b>We</b> will pay for any one piece of art is up to twice its insured replacement cost and up to £50,000 any one claim</p>	

Part D - Contents in the Open & Gardens Extensions	Exclusions - We will not pay for
<p>1 <b>Loss</b> or <b>Damage</b> to those <b>Contents</b> kept habitually in the open and those <b>Contents</b> temporarily removed from the <b>Buildings</b> but all within the boundaries of the land belonging to the <b>Buildings</b> by a result of an insured <b>Peril</b> 1 to 10</p>	<p>Any amount exceeding £5,000</p> <p>Trees, other plants and garden produce</p> <p><b>Loss</b> or <b>Damage</b> agricultural process or any gradually operating cause</p> <p><b>Loss</b> or <b>Damage</b> for which compensation has been provided under any contract or guarantee or by law or would have been provided but for the existence of this <b>Policy</b></p> <p><b>Loss</b> or <b>Damage</b> caused by:</p> <ul style="list-style-type: none"> <li>a) coastal or river bank erosion</li> <li>b) faulty workmanship, or the use of defective materials</li> <li>c) demolition of or structural alteration or structural repair or extensions to the <b>Buildings</b></li> <li>d) the bedding down of new structures or the settlement of newly made up ground</li> </ul> <p>The first £100 of each and every <b>Loss</b></p> <p><b>Loss</b> or <b>Damage</b> whilst the <b>Home</b> is <b>Unoccupied</b></p> <p><b>Loss</b> or <b>Damage</b> by smoke or pollution</p> <p><b>Loss</b> or <b>Damage</b> whilst the <b>Home</b> is lent, let or sub-let to anyone other than <b>Your Family</b></p>
<p>2 Garden Cover</p> <p><b>We</b> will pay to restore the gardens of <b>Your Home</b> if it suffers <b>Loss</b> or <b>Damage</b> as a result of <b>Perils</b> 1, 2, 3, 4, 6, 8 or 9 during the <b>Period of Insurance</b></p>	<p><b>Damage</b> under this Extension when the <b>Home</b> is <b>Unoccupied</b></p> <p>Any amount exceeding £2,000 in total for all claims or series of claims (subject to a maximum £250 any one plant or tree), arising out of any one original cause</p> <p><b>Damage</b> caused by <b>Livestock</b> belonging to or the responsibility of <b>You</b> or <b>Your Family</b></p> <p>The failure of seeds to germinate or of trees, shrubs or turf to become established following planting or replanting</p> <p><b>Loss</b> or <b>Damage</b> arising from bonfires or the burning of waste</p> <p><b>We</b> will not pay the first £50 of each and every claim</p>

Part E - Temporary Removal of Contents	Exclusions - We will not pay for:
<p><b>Contents</b> temporarily removed from the <b>Buildings</b> and their land (including while attending full-time education) but remaining within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands are insured against <b>Loss</b> or <b>Damage</b> by:</p>	<p>Any amount exceeding 20% of the Sum insured on <b>Contents</b></p> <p>Removal for the purposes of sale or exhibition or storage in a furniture depository or professional cleaning</p> <p>Power assisted wheelchairs or Mobility Scooters</p>
<p>1 Fire, lightning, explosion, earthquake, Thunderbolt, smoke, riot, civil commotion, strikes, labour disturbances, acts of malicious persons or vandals, storm, tempest, flood.</p> <p>Escape of water or oil from any:</p> <ul style="list-style-type: none"> <li>a) fixed domestic heating or water installation</li> <li>b) plumbed in washing machine or dish washer, aquarium or water bed</li> </ul> <p>Aircraft and other aerial devices or anything dropped from them.</p> <p>Impact by vehicles, animals or falling television and radio aerials, aerial fittings or masts or satellite dishes or their fittings</p> <p>Impact by falling trees, telegraph poles, lampposts, wind turbines, pylons or parts of them</p> <p>Subsidence and/or heave of the site on which the <b>Buildings</b> stand or the land belonging to them or landslip and/or avalanche</p>	<p><b>Loss</b> of or <b>Damage</b> to property in transit or property in the open caused by storm, tempest or flood</p> <p>The first £100 of each and every <b>Loss</b></p>
<p>2 caused by theft including attempted theft:</p> <ul style="list-style-type: none"> <li>a) from any bank safe or safe deposit or whilst <b>You</b> or any authorised member of <b>Your</b> household are taking the property there or back</li> <li>b) from the building of any occupied dwelling or any other building where <b>You</b> or any other member of <b>Your Family</b> are living or employed or carrying on business</li> <li>c) from any other building or caravan</li> </ul>	<p>The first £100 of each and every <b>Loss</b></p> <p>Money unless force is used to gain entry to or exit from a building</p> <p><b>Loss</b> or <b>Damage</b> unless force is used to gain entry to or exit from a building or caravan</p> <p>If <b>You</b> live in a non self-contained flat unless someone has broken into or out of the home using force and violence or has got into the home by deception</p>

Part F - Contents whilst in transit	Exclusions - We will not pay for
<p><b>Contents</b> whilst in transit by land (including loading and unloading and overnight storage in the conveying vehicle) for permanent removal from the <b>Buildings</b> to another home in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands are insured against Accidental <b>Loss</b> or <b>Damage</b></p>	<p>Removals not carried out by professional removal contractors</p> <p>Money, stamps, precious stones, jewellery and works of art</p> <p>Any amount exceeding 10% of the Sum insured on <b>Contents</b> in respect of fragile goods unless packed by professional packers or removal contractors.</p> <p>The first £100 of each and every <b>Loss</b></p>

Part G - Death of Insured Person	Exclusions - We will not pay for
<p>If <b>You</b> and/or <b>Your</b> spouse die as a result of and within three months of a fire or theft occurring at the <b>Premises</b> during the continuance of this Section, <b>We</b> shall pay £5,000 in respect of each and every death to <b>Your</b> Executors or Administrators</p> <p><b>Our</b> liability to pay compensation to <b>You</b> or <b>Your</b> representatives, is subject to all medical records, notes, and correspondence referring to the subject of a claim being made available on request to any medical adviser appointed by <b>Us</b> or on <b>Our</b> behalf</p>	



Part H – Legal Liability	Exclusions - We will not pay for
<p>1 Tenants Liability</p> <p>If <b>You</b> or <b>Your Family</b> are a tenant of the <b>Buildings</b>, <b>You</b> are insured against <b>Your</b> legal liability as tenant:</p> <ul style="list-style-type: none"> <li>a) For <b>Loss</b> of or <b>Damage</b> to the <b>Buildings</b> by any cause insured against under <b>Perils 2-9</b> of Section A - Buildings</li> <li>b) To pay for the repair of accidental <b>Damage</b> to cables and underground service pipes supplying the <b>Buildings</b></li> <li>c) For accidental breakage of fixed glass and solar panels forming part of the <b>Buildings</b> and of fitted ceramic hobs and fixed sanitary fittings in the <b>Buildings</b></li> </ul>	<p><b>Loss</b> or <b>Damage</b> occurring whilst the property is <b>Unoccupied</b> at the time of <b>Loss</b></p> <p>Injury, <b>Loss</b> or <b>Damage</b> arising out of:</p> <ul style="list-style-type: none"> <li>a) exposure to</li> <li>b) inhalation of</li> <li>c) fears of the consequence of exposure to or inhalation of</li> <li>d) 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</li> </ul> <p><b>Asbestos</b>, including any product containing <b>Asbestos</b></p> <p>Any amount exceeding 20% of the Sum Insured on <b>Contents</b> or £20,000 whichever is the lesser</p> <p>The first £100 of each and every <b>Loss</b></p>
<p>2 Liability at Law</p> <p><b>We</b> also indemnify <b>You</b> and <b>Your Family</b> against liability at law incurred:</p> <ul style="list-style-type: none"> <li>a) solely as occupier (not as owner) of the <b>Buildings</b> and their land</li> <li>b) in a personal capacity but not from the ownership of any land or <b>Buildings</b> (except any caravan insured under this <b>Policy</b>)</li> <li>c) as an employer of any domestic employee</li> </ul> <p>for <b>Damage</b> and claimants costs in respect of accidental bodily injury (including death, disease or illness as defined elsewhere within this <b>Policy</b>) or accidental <b>Loss</b> of or <b>Damage</b> to property occurring during the continuance of this Section</p> <p><b>We</b> also provide the same indemnity to any person who, with <b>Your</b> permission is using any caravan or watercraft insured by this <b>Policy</b> but only in respect of liability arising from the use of such caravan or watercraft provided that:</p> <ul style="list-style-type: none"> <li>a) They observe the terms of the <b>Policy</b> as</li> </ul>	<p>Injury to <b>You</b> or to any other member of <b>Your Family</b> permanently residing with <b>You</b> and injury to any <b>Employee</b> sustained in the course of his/her employment by <b>You</b> or them (other than domestic employees)</p> <p>Injury, <b>Loss</b> or <b>Damage</b> arising out of <b>Your</b> trade, profession or <b>Business</b> or that of any other member of <b>Your</b> household other than the household duties of <b>Your</b> domestic employees and the accommodation of paying guests</p> <p>Injury (except to <b>Your</b> domestic employees) or <b>Loss</b> or <b>Damage</b> 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"> <li>a) any lift (other than a stairlift), mechanically propelled vehicle, (other than disability mobility scooters, power assisted wheel chairs, domestic garden implements, model railways, children's quad bikes, childrens motorcycles and childrens motor cars providing they are not being used on any public road or where any Road Traffic Act or similar legislation says that <b>You</b> must have motor liability insurance) and any caravan or other trailer attached to it,</li> </ul>

<p>far as they can apply</p> <p>b) they are not entitled to indemnity under any other <b>Policy</b></p> <p>Limit of Liability</p> <p>The most <b>We</b> will pay for any claim (or claims) arising from one cause including legal costs and expenses agreed by <b>Us</b> is:</p> <ul style="list-style-type: none"> <li>• £10,000,000 for an accident to <b>Your</b> domestic <b>Employees</b>;</li> <li>• £10,000,000 for an accident to any other person or property</li> </ul>	<p>or any horse drawn vehicle, aircraft, drone or UAV (unmanned aerial vehicles), craft designed to travel through air or space, watercraft (other than model or hand propelled watercraft)</p> <p>b) any animal for which a licence is required under the terms of the Dangerous Wild Animals Act 1976 or any amending legislation or any order made under this Act.</p> <p>c) Any dangerous dogs as defined in the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland ) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation.</p> <p>Loss or <b>Damage</b> to property belonging to or in <b>Your</b> custody or control or any other member of <b>Your</b> household permanently residing with <b>You</b> other than domestic <b>Employees</b></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 the transmission of any communicable disease or virus.</p> <p>Any action for damages brought in a court outside of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands</p> <p>Injury, <b>Loss</b> or <b>Damage</b> arising out of:</p> <ol style="list-style-type: none"> <li>a) exposure to</li> <li>b) inhalation of</li> <li>c) fears of the consequence of exposure to or inhalation of</li> <li>d) 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</li> </ol> <p><b>Asbestos</b>, including any product containing <b>Asbestos</b></p>
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<p><b>3 Unrecovered Damages</b></p> <p>The amount of any award of damages made in <b>You</b> or <b>Your Family's</b> favour which</p> <ul style="list-style-type: none"> <li>a) is in respect of death, bodily injury or illness or loss destruction or damage to property of such nature that <b>You</b> or <b>Your Family</b> would have been entitled to payment under Part H – Legal Liability, 2. Liability at Law extension had <b>You</b> or <b>Your Family</b> been responsible for the injury or loss destruction or damage and</li> <li>b) is made by a court within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and <ul style="list-style-type: none"> <li>i) is still outstanding six months after the date on which it is made and</li> <li>ii) is not the subject of an appeal</li> </ul> </li> </ul>	<p>An amount exceeding £1,000,000 in respect of any one award</p> <p>Any claims made against the employer</p>
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## Section Conditions

The total amount payable in respect of any claim(s) under **Perils 1-11**, Section Extensions B1, C2, C3, C5 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**.

### 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 General Retail Price Index or a similar index selected by **Us**.

### 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

£2,500                      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)

#### 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 satellite navigation equipment and audio apparatus:

- a) 30% of the total sum insured in respect of **Contents**
- b) £5,000 or 5% of the **Sum Insured** whichever is the greater in respect of any one article or collection unless stated otherwise in the **Policy**

#### Personal Effects of Domestic Employees

£1,000                      The property of any one domestic employee

#### Satellite Dishes

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

#### Deeds and Other Documents

£5,000 in total

### 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 Reimbursement 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 Reimbursement Clause**

If clothing, wearing apparel and household linen 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.

#### **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.

For the avoidance of doubt clause c) iii) of General Policy Condition 1 – Fair Presentation of the Risk will not apply.

#### **6 Multiple Dwellings**

If the **Contents of Buildings** representing more than one **Home** are insured the terms of the **Policy** apply separately to the **Contents** of each **Home'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 **Us** within 7 days of the removal of the permanent change of address and **You** pay any additional premium **We** may require
- (b) the **Home** 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 – Personal Valuables - All Risks

### Definition that applies 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**.

### Your Cover

The Insurance	Exclusions - We will not pay for
<p><b>We</b> will pay <b>You</b> in respect of the items stated in Section C of the <b>Policy Schedule</b> against accidental <b>Loss</b> or <b>Damage</b> 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 <b>Loss</b> or <b>Damage</b>, has been outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands for more than 90 days</p> <p><b>Loss</b> or <b>Damage</b> caused by any process of professional cleaning, dyeing, repairing or renovation</p> <p><b>Livestock</b>, motor vehicles and <b>Business</b> goods 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, drones or UAV's (unmanned aerial vehicles) and watercraft, caravans, trailers, pedal cycles and their fitted accessories and property more specifically insured</p> <p>Sports equipment whilst in use other than guns</p>
<p>Delayed baggage</p> <p>If <b>Your Schedule</b> shows <b>You</b> have selected Unspecified Personal Valuables – All Risks <b>We</b> will pay for essential items <b>You</b> or <b>Your Family</b>, has to buy if personal baggage is temporarily lost for at least 12 hours</p> <p>The most <b>We</b> will pay is £250 per person</p>	<p>Such property that is more specifically insured</p> <p>Where compensation is received from another source</p>

## Section Conditions

### 1. 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 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. The most **We** will pay for any one pair or set is £5,000 unless specified in **Your** schedule.

The total amount payable under this Section in respect of:

- a) all **Loss** or **Damage** is limited to the sum insured stated in the **Schedule**
- b) Unspecified All Risks any one article shall not exceed £2,500

### 2. Gun Condition

No cover applies in respect of any licensed firearms and/or shotguns, unless they are kept in a secure locked gun cabinet when not in use.

### 3. Safe Condition

No cover applies in respect of specified item(s) in excess of £10,000 unless:

- a) they are kept in a locked safe approved by **Us** at all times when not being worn.
- b) the keys or records of combination numbers to the safe be kept in **Your** personal custody and removed from the **Home** when left unattended by the **Insured**.
- c) that in the event of these items being with **You** during temporary periods of residence in hotels they shall be deposited in the hotel safe or strong room when not being worn or carried.

### 4. Evidence of Value

Where no evidence of value in respect of specified items in excess of £3,000 has been supplied **You** must provide evidence of their value at the time of **Loss** when making a claim.

## Section D – Personal 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** social charitable or 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.

#### Your Cover

The Insurance	Exclusions - We will not pay for
<b>We will pay You for</b>  a) <b>Loss</b> of or <b>Damage</b> to <b>Money</b> by any accident or misfortune  b) <b>Loss</b> or <b>Damage</b> resulting from any <b>Credit Card</b> being accidentally lost or stolen and subsequently being used by any unauthorised person before <b>You</b> are able to notify the issuing company, provided that such <b>Loss</b> cannot be recovered elsewhere	<b>Loss</b> or <b>Damage</b> occurring outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands if, during the 12 months immediately prior such <b>Loss</b> , <b>You</b> have been outside this area for more than 90 days.  <b>Loss</b> or <b>Damage</b> not reported to the Police or Border Authorities as is practical so to do  Shortage due to error or omission in receipts, payments or accounts  <b>Loss</b> or <b>Damage</b> arising from <b>Your</b> failure to comply with all the terms and conditions under which the <b>Credit Card</b> is issued  Unauthorised use of <b>Credit Cards</b> by any member of <b>Your</b> household

### Sum Insured and Claims 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 £2,500.



## Section Extension

The Insurance provided under this section is extended to include the following:

Extension	Exclusions - We will not pay for
<b>We</b> also provide the same insurance to any other member of <b>Your Family</b> permanently residing with <b>You</b> provided that they observe the terms of the <b>Policy</b> as far as they can apply	<b>Loss</b> or <b>Damage</b> for which claims are payable under any other <b>Policy</b> The first £50 of each and every <b>Loss</b>

## Section E – Freezer Contents

### Definition that applies to this Section of the Policy

#### Freezer

The word **Freezer** shall mean any domestic refrigerator or deep freeze cabinet insured under Part 2 – Home Insurance, Section B – Private House Contents of this **Policy**.

#### Your Cover

The Insurance	Exclusions - We will not pay for
<b>We</b> will pay <b>You</b> for any <b>Loss</b> or <b>Damage</b> caused by any accident or misfortune for foodstuffs in <b>Your Freezer</b>	Gradual deterioration by any cause other than a rise or fall in temperature <b>Loss</b> or <b>Damage</b> caused by the deliberate act of any power supply authority <b>Loss</b> or <b>Damage</b> due to the failure of <b>Your</b> electricity or gas supply caused by a strike or any other industrial action

#### 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

### Your Cover

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

### 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.

#### Your Cover

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

## 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 Extension

The Insurance provided under this section is extended to include the following:

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

## Legal Expenses – Part 3

Only applicable if this section is shown as operative in the schedule.

### IMPORTANT INFORMATION APPLICABLE TO THIS SECTION

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** 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 or potential disputes or where any action that **You** may take could lead to a dispute, involving an employment matter (action against an employee which could lead to dismissal, selection for redundancy, changing an employee's 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 01384 887585.  
(this helpline is only in respect of legal issues and cannot assist with any other insurance matters)

The Tax Advice Helpline Service telephone number is 01384 885744.  
(this helpline service is only in respect of taxation issues and cannot assist with any other insurance matter)

The Tax Claims Notification & Identity Theft Helpline Service telephone number is 01384 377000.  
(this notification service is only in respect of tax and identity theft claims and cannot assist with any other matter)

The Commercial & Residential Emergency Assistance Helpline number is 01384 884109.  
(this service is in respect of emergency assistance only and cannot assist with any other matter)

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

**We** will not accept responsibility if the helpline services fail for reasons beyond **Our** control.

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  
1 Hagley Court North  
The Waterfront  
Brierley Hill  
West Midlands  
DY5 1XF

#### Complaints Procedure

In the event of a complaint arising under this insurance, **You** should in the first instance write to: -

The Managing Director  
Legal Insurance Management Ltd  
1 Hagley Court North  
The Waterfront  
Brierley Hill  
West Midlands  
DY5 1XF

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

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at: -

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

T: 0800 023 4567  
E: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
W: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local Authority Trading Standards Service or Citizens Advice Bureau

## Definitions

The definitions which apply to this section are in addition to the general definitions.

Wherever the following words or phrases appear in Bold and Italics in this section, they will have the following meanings unless otherwise shown in **Your** schedule

### Agent

Rural as appointed by **Us** 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.

### 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 amount as shown in the policy schedule.

### 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 section.

**Insured Person**

Section A - Commercial Legal Protection - **You, Your Directors**, partners, managers and all other employees of **Your** business.

Section B - Personal Legal Protection

- a) **You, Your** husband or wife, partner or civil partner who lives at the same address and shares financial responsibilities. This does not include any business partners or associates.
- b) **Your** children and parents, normally resident in the **Home**.

**Insurer**

This insurance is administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance Insurance plc.

**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.

**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.

**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.

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.

### **You, Your**

The person or company who has paid the premium and is named in the schedule as the **Policyholder**

### **We/ Us/ Our**

Legal Insurance Management Ltd and Royal & Sun Alliance Insurance plc.

## Your Cover – Section A & B – Commercial Legal Protection & Personal Legal Protection

	What is Covered	What is not Covered
	<p><b>We</b> will indemnify <b>You</b>, and where requested by <b>You</b>, any other <b>Insured Person</b> up to the <b>Limit of Indemnity</b> subject to the terms, Conditions and exclusions of this policy, against <b>Professional Fees</b> arising from an insured <b>Event</b> within the <b>Territorial Limits</b> where <b>You</b> notify <b>Us</b> during the <b>Period of Insurance</b> and within 90 days of the <b>Time of Occurrence</b> of the <b>Event</b>.</p>	<ol style="list-style-type: none"> <li>1. <b>Professional Fees</b> incurred in respect of any <b>Event</b> where the <b>Time of Occurrence</b> commenced prior to the commencement of the Insurance. <ol style="list-style-type: none"> <li>a) before <b>Our</b> written acceptance of a claim.</li> <li>b) before <b>Our</b> approval or beyond those for which <b>We</b> have given <b>Our</b> approval.</li> <li>c) where <b>You</b> fail to give proper instructions in due time to <b>Us</b> or to the <b>Authorised Professional</b>.</li> <li>d) where <b>You</b> are responsible for anything which in <b>Our</b> opinion prejudices <b>Your</b> case.</li> <li>e) if <b>You</b> withdraw instructions from the <b>Authorised Professional</b>, fail to respond to the <b>Authorised Professional</b> or withdraw from the <b>Legal Proceedings</b> or the <b>Authorised Professional</b> refuses to continue to act for <b>You</b>.</li> <li>f) where <b>You</b> decide that <b>You</b> no longer wish to pursue <b>Your</b> claim as a result of disinclination. All costs incurred up until this stage will become <b>Your</b> responsibility.</li> <li>g) in respect of the amount in excess of <b>Our Standard Professional Fees</b> where <b>You</b> have elected to use an <b>Authorised Professional</b> of <b>Your</b> own choice.</li> </ol> </li> <li>2. the pursuit, continued pursuit or defence of any claim if <b>We</b> 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.</li> <li>3. claims which are conducted by <b>You</b> in a manner different from the advice or proper instructions of <b>Us</b> or the <b>Authorised Representatives</b>.</li> <li>4. appeals unless <b>You</b> notify <b>Us</b> in writing of <b>Your</b> wish to appeal at least six working days before the deadline for giving notice of the appeal expires and <b>We</b> consider the appeal to have a reasonable chance of success.</li> <li>5. any <b>Professional Fees</b> 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.</li> <li>6. damages, fines or other penalties <b>You</b> are ordered to pay by a court tribunal or arbitrator other than as Insured under Section A Commercial Legal Protection Insured <b>Events</b> -Employment Awards.</li> <li>7. claims arising from an <b>Event</b> as a result of <b>Your</b> deliberate act, omission or misrepresentation.</li> <li>8. any dispute relating to written or verbal remarks which damage <b>Your</b> reputation.</li> <li>9. any <b>Professional Fees</b> relating to <b>Your</b> alleged dishonesty, criminal act, or violent behaviour other than as Insured under Section B Personal Insured <b>Event</b> – Legal Defence.</li> <li>10. <b>Professional Fees</b> arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to <b>Your</b> own requirements.</li> <li>11. <b>Legal Proceedings</b> 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.</li> <li>12. a dispute which relates to any compensation or amount payable under a contract of insurance.</li> </ol>

	<p>13. a dispute with <b>Us</b> not dealt with under the Arbitration Condition.</p> <p>14. any dispute relating to patents, copyrights, trade or service marks, registered designs passing off intellectual property trade secrets or confidential information.</p> <p>15. an application for judicial review.</p> <p>16. any dispute or prosecution involving a motor vehicle.</p> <p>17. any <b>Professional Fees</b> incurred in defending or pursuing new areas of law or test cases.</p> <p>18. any matter in respect of which an <b>Insured Person</b> is entitled to Legal Aid where <b>Our</b> liability shall be limited to the sum equal to any assessed income based contribution payable by the <b>Insured Person</b> towards <b>Professional Fees</b> incurred under the Crown Court Means Testing scheme.</p> <p>19. any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products.</p> <p>20. disputes between an <b>Insured Person</b> and their Family or a matrimonial or co-habitation dispute except in so far as any claim relates to a dispute with an <b>Insured Person's</b></p> <p>21. Any direct or indirect liability, loss or damage caused:</p> <ul style="list-style-type: none"> <li>- to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or</li> <li>- by computer viruses.</li> </ul> <p>This does not apply to legal proceedings connected with claiming compensation following Your death or bodily injury.</p> <p>22. Any claim or expense of any kind caused directly or indirectly by:</p> <ul style="list-style-type: none"> <li>- ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or</li> <li>- the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.</li> </ul> <p>23. Any loss or damage caused by any sort of war, invasion or revolution.</p> <p>24. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.</p> <p>25. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of <b>Terrorism</b>.</p>
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## Your Cover Section A - Commercial Legal Expenses

	<p><b><u>(Section 1) Employment Disputes</u></b></p> <p>Defence of <b>Your</b> legal rights:</p> <ol style="list-style-type: none"> <li>1. prior to the issue of <b>Legal Proceedings</b> in a court or tribunal following the dismissal of an employee or resolution of unfair dismissal disputes under the ACAS Arbitration Scheme</li> <li>2. in a dispute with an:- <ol style="list-style-type: none"> <li>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 <b>You</b>.</li> <li>ii. employee, ex-employee or prospective employee alleging discrimination under current equality legislation.</li> </ol> </li> <li>3. Pursuit of <b>Your</b> legal rights against an employee or ex-employee to recover possession of property owned by or for which <b>You</b> are responsible.</li> </ol>	<ol style="list-style-type: none"> <li>1. <b>Your</b> failure to consult or follow <b>Our</b> advice/instructions and those of the Legal Advice Helpline Service.</li> <li>2. any dispute where the <b>Event</b> arises within the first 30 days of the first <b>Period of Insurance</b>.</li> <li>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.</li> <li>4. any dispute with an employee who was subject to: - <ol style="list-style-type: none"> <li>a) formal or informal written or verbal warnings within 180 days immediately before the first <b>Period of Insurance</b>.</li> <li>b) redundancy, alleged redundancy or unfair selection for redundancy arising within the first 180 days of the first <b>Period of Insurance</b>.</li> </ol> </li> <li>5. 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.</li> </ol>
	<p><b><u>(Section 2) Employment Awards</u></b></p> <p><b>We</b> will also pay, subject to the <b>Limit of Indemnity</b>, the compensation or damages payable by <b>You</b> to an employee arising from the judgement of a court or tribunal or from a settlement agreed by <b>Us</b> (but not from a judgement by default) in any dispute accepted by <b>Us</b> as covered by insured <b>Events</b> - Employment Disputes.</p>	<ol style="list-style-type: none"> <li>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.</li> <li>2. where <b>You</b> have incurred a compensation award by non-payment of money due under the relevant contract of employment or any related statutory provision.</li> <li>3. the award is in respect of a redundancy or any money contractually due to an employee.</li> <li>4. the award is in respect of a breach by <b>You</b> of a fixed term contract.</li> <li>5. the award is in respect of a breach by <b>You</b> in relation to pregnancy, maternity or paternity rights.</li> <li>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 reengagement order.</li> <li>7. where <b>You</b> have incurred a compensation award as a result of a finding of constructive dismissal and as a consequence unfair dismissal.</li> <li>8. an award is made under the Transfer of Undertakings (Protection of Employment) Regulations 2006.</li> </ol>

	<p><b><u>(Section 3) Employee Restrictive Covenant</u></b></p> <p>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 <b>You</b> or enticing other employees to leave <b>Your</b> employment or approaching or enticing <b>Your</b> customers either during or after the termination of the contract of employment by either party.</p>	
	<p><b><u>(Section 4) Legal Defence – Insured Person</u></b></p> <p>1. The defence of an <b>Insured Person</b> against prosecution in a court of criminal jurisdiction in respect of any act or omission or alleged act or omission:</p> <p>Preliminary Legal Representation  <b>We</b> will defend the <b>Insured Person's</b> legal rights prior to the issue of <b>Legal Proceedings</b> when dealing with the Police or any other statutory body with powers to investigate and bring a criminal prosecution.</p> <p>Police Station Representation  <b>Professional Fees</b> incurred in representing an <b>Insured Person</b> at a Police Station where they are being interviewed under caution in relation to an alleged criminal act.</p> <p>Magistrates' Court Representation  <b>Professional Fees</b> incurred in representing an <b>Insured Person</b> at a Magistrates' Court.</p> <p>Crown Court Representation  A sum equal to any assessed income based contribution payable by the <b>Insured Person</b> towards <b>Professional Fees</b> incurred under the Crown Court Means Testing scheme.</p> <p>2. The defence of a civil action being taken against <b>You</b> for wrongful arrest in connection with an accusation of theft alleged to have been carried out during the <b>Period of Insurance</b>.</p> <p>3. The defence of a civil action being taken against an <b>Insured Person</b> but not against <b>You</b>:</p> <p>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 <b>Your</b> employees.</p> <p>4. Representation of the <b>Insured Person</b> in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting <b>Your</b> business.</p> <p>5. <b>Your</b> defence against a prosecution brought under the Bribery Act 2010.</p> <p>6. The defence of an <b>Insured Person's</b> legal rights following a claim being brought against them for discrimination under current equality legislation whilst acting in their capacity as <b>Your</b> employee.</p>	<p>1.any offence relating to a motor bike / vehicle.</p> <p>2.<b>Professional Fees</b> required to be paid by an <b>Insured Person</b> in excess of the pre-conviction assessed income based contribution under the Crown Court Means Testing scheme following conviction.</p> <p>3.assessed income based contributions payable by the <b>Insured Person</b> towards <b>Professional Fees</b> incurred under the Crown Court Means Testing scheme which exceed the <b>Limit of Indemnity</b>.</p> <p>4.any <b>Professional Fees</b> where the <b>Insured Person</b> fails to:</p> <p>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.</p> <p>5.the defence of any action, enforcement, or recovery of sums payable against an <b>Insured Person</b> under the terms of or for a breach of the terms and conditions of a Representation Order under the Crown Court Means Testing scheme.</p> <p>6.any prosecution brought under the Bribery Act where <b>You</b> do not have adequate policies and systems in place to prevent bribery.</p>
	<p><b><u>(Section 5) Data Protection</u></b></p> <p>Where <b>You</b> have requested that cover is provided for the <b>Insured Person We</b> will defend an <b>Insured Person's</b> legal rights in respect of any civil action taken against the <b>Insured Person</b> for compensation under data protection legislation when handling personal data in their capacity as a data controller and/or a data processor.</p>	<p>1. any claims relating to the loss, alteration, corruption, distortion of or damage to stored personal data</p> <p>2. any claims relating to a reduction in the functionality, availability or operation of stored personal data resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code, computer virus or similar mechanism</p> <p>3. <b>We</b> will not cover the cost of fines imposed by the Information Commissioner or any other regulatory and/or criminal body</p>

	<p><b><u>(Section 6) Contract Dispute</u></b></p> <p>A dispute with a customer or supplier in respect of a contract for the sale, hire, supply or the purchase of goods or services</p>	<ol style="list-style-type: none"> <li>1. a sum in dispute (or where payable by instalments the instalment due is) less than £250.</li> <li>2. a lease, licence or tenancy of land or buildings.</li> <li>3. a contract of employment.</li> <li>4. arbitration arising out of an arbitration clause in any contract.</li> <li>5. a breach or alleged breach of professional duty by an <b>Insured Person</b>.</li> <li>6. the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.</li> <li>7. the sale, purchase, hire or provision of computer hardware, software systems or services.</li> </ol> <p>Provided that where the amount in dispute exceeds £5000, the <b>Insured Person</b> shall be responsible for the first £500 of <b>Professional Fees</b> in each and every claim.</p>
	<p><b><u>(Section 7) Tax, VAT, PAYE and NIC Investigations</u></b></p> <p><b>Professional Fees</b> incurred to represent and negotiate on <b>Your</b> behalf with HM Revenue &amp; Customs in respect of a:</p> <ol style="list-style-type: none"> <li>1. Comprehensive or <b>Aspect Enquiry</b>.</li> <li>2. <b>In-Depth Investigation</b> arising out of <b>Your</b> tax affairs.</li> <li>3. <b>VAT Dispute</b>.</li> <li>4. <b>PAYE Dispute</b>.</li> <li>5. <b>NIC Dispute</b>.</li> </ol> <p>As a result of a written enquiry received from HM Revenue &amp; Customs issued in accordance with the relevant Act of Parliament.</p> <p>Provided that in relation to an <b>Aspect Enquiry</b>, cover is limited to a maximum of £2000 and an <b>Excess</b> of £200 applies.</p>	<ol style="list-style-type: none"> <li>1. <b>Professional Fees</b> 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 &amp; Customs.</li> <li>2. claims which originate from any enquiry, investigation or dispute which existed before the <b>Period of Insurance</b> 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.</li> <li>3. the costs of making good any deficiencies in books, records, accounts or returns including the costs of repairing a return.</li> <li>4. costs of appeals which <b>We</b> have not approved.</li> <li>5. fees and Disbursements payable to an accountant, firm of accountants or person not approved by <b>Us</b>.</li> <li>6. technical or routine treatment of matters not connected with or arising out of an expression of dissatisfaction of <b>Your</b> affairs.</li> <li>7. pre notification costs.</li> <li>8. any dispute or enquiry where dishonesty, fraud or fraudulent intent is alleged.</li> <li>9. normal reconciliation of the annual accounts and VAT returns.</li> <li>10. any enquiry undertaken under the relevant section the Finance Act relating to VAT evasion.</li> </ol>

	<p><b><u>(Section 8) Property Protection</u></b></p> <p>1. Any civil action relating to material property, owned by <b>You</b> or for which <b>You</b> 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 <b>You</b>.</p> <p>2. Any civil action between <b>You</b> and <b>Your</b> landlord under the terms of a lease or tenancy agreement applying to <b>Your</b> business premises.</p> <p>3. Arbitration or Agricultural Land Tribunal hearings relating to any dispute arising out of a contract of tenancy or lease</p>	<p>1. a contract made between <b>You</b> and a third party.</p> <p>2. goods in transit or goods lent or hired to third parties.</p> <p>3. goods at premises other than those occupied by <b>You</b> unless they are at such premises for the purpose of installation or use in work to be carried out by <b>You</b>.</p> <p>4. mining subsidence.</p> <p>5. disputes relating to rent and service charges and any relevant taxes.</p> <p>6. compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on, or damage to, any property.</p> <p>7. disputes with local or government authorities.</p>
	<p><b><u>(Section 9) Licence Protection</u></b></p> <p>1. 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 <b>Your</b> licence(s) issued under statute or statutory instrument or by the government or local authority to <b>You</b> where such licence is necessary to engage in <b>Your</b> business or trade.</p> <p>2. <b>Professional fees</b> incurred in 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: -</p> <p>a) the suspending, revoking, curtailing altering the terms of or refusing to renew <b>Your</b> firearm or shotgun certificate licence(s) provided to <b>You</b> in accordance with legislation current at the time of issue; or</p> <p>b) the failure to grant a variation to <b>Your</b> firearm or shotgun certificate.</p>	<p>1. an original application or application for renewal.</p> <p>2. any licence in respect of which an appeal or representation was made in the twelve months immediately preceding the first <b>Period of Insurance</b>.</p> <p>3. any motor vehicle or driving licence.</p> <p>4. <b>Your</b> conviction, trial or impending trial for any criminal act or offence of breach of statutory regulations;</p> <p>5. <b>Your</b> failure to advise the relevant authority of any circumstance or situation that has arisen that is required to be so notified under the conditions of holding a firearm or shotgun certificate;</p> <p>6. <b>You</b> knowingly declaring the incorrect or untrue information when applying, amending or renewing a firearm or shotgun certificate</p> <p>7. any professional diagnosed medical condition, including mental health or because of any medication that has been prescribed for <b>You</b>.</p> <p>8. proven alcohol or drug abuse</p> <p>9. a written recommendation, statement or declaration from a qualified medical practitioner or from any other competent authority, including a government or local authority unless an <b>Authorised Professional</b> demonstrates to Us that there are reasonable prospects of success despite one or more of the above circumstances</p>
	<p><b><u>(Section 10) Personal Injury</u></b></p> <p>Death of or bodily injury to an <b>Insured Person</b> and or their family members caused by negligence.</p>	<p>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.</p> <p>2. the defence of an <b>Insured Person</b> other than the defence of a counter-claim or an appeal against judgement.</p>
	<p><b><u>(Section 11) Jury Service and Attendance Expenses</u></b></p> <p>The actual loss of the salary or wages of an <b>Insured Person</b> (where <b>You</b> are self-employed and exempt from PAYE taxation <b>We</b> will pay a daily fixed contribution of £100 per day) for the time off work to attend: -</p> <p>1. any <b>Court</b> or tribunal hearing as requested by the <b>Authorised Professional</b>;</p> <p>2. any <b>Court</b> hearing as a defendant of an admitted claim under this insurance;</p>	<p>1. the first 5 days of such service.</p> <p>2. salary or wages which are recoverable from the relevant <b>Court</b>, tribunal or <b>Your</b> employer</p>

	<p>3. a <b>Court</b> for jury service excluding the first 5 days of such 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.</p> <p>Provided that such amounts are not recoverable from the relevant <b>Court</b> or tribunal.</p>	
	<p><b><u>(Section 12) Debt Recovery</u></b></p> <p><b>Professional Fees</b> incurred by <b>You</b> in the recovery of money and interest due to <b>You</b> from another business for the provision of goods and/or services, <b>Professional Fees</b> and services, or dishonoured cheques.</p>	<ol style="list-style-type: none"> <li>1.any matter where the debtor intimates that a defence exists or a defence is served.</li> <li>2.damages for breach of contract.</li> <li>3.hire purchase or credit sale agreements other than arrears.</li> <li>4.debts reported to <b>Us</b> more than ninety days after the money became due and payable.</li> <li>5.debts less than £250.</li> <li>6.a debt that existed prior to the commencement of this insurance.</li> </ol>



## Your Cover – Section B – Personal Legal Protection

	What is Covered	What is not Covered
	<p><b><u>(Section 1) Personal Injury</u></b></p> <p>Pursuing a civil claim for damages in respect of the injury or death of an <b>Insured Person</b> caused by negligence.</p>	<p>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.</p> <p>2.the defence of an <b>Insured Person</b> other than the defence of a counter-claim or an appeal against judgement.</p>
	<p><b><u>(Section 2) Consumer Disputes</u></b></p> <p>Pursuing or defending claims arising out of a contract entered into by or on behalf of an <b>Insured Person</b> for:</p> <ol style="list-style-type: none"> <li>1. Obtaining services.</li> <li>2. The purchase, hire, hire–purchase or sale of any personal goods.</li> </ol>	<p>1.any contract entered into by an <b>Insured Person</b> in connection with a profession, business or trade.</p> <p>2.any claim where the sum in dispute is less than £100.</p> <p>3.a contract relating to any work carried out, in, on or for the benefit of the <b>Home</b> or any buildings where the contract value exceeds £5000 including VAT.</p> <p>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.</p> <p>5.any claims relating to planning.</p> <p>6.any dispute with local or government authorities.</p>
	<p><b><u>(Section 3) Home Rights</u></b></p> <p>The pursuit of civil claims:</p> <ol style="list-style-type: none"> <li>1. loss or damage to: <ol style="list-style-type: none"> <li>a) goods in the <b>Home</b> owned by or for which an <b>Insured Person</b> is responsible; or</li> <li>b) the <b>Home</b>.</li> </ol> </li> <li>2. An alleged infringement of rights appertaining to the <b>Home</b>.</li> <li>3. opposing a definitive map modification order made by a surveying authority under the Wildlife and Countryside Act 1981 and any superseding legislation</li> </ol>	<p>1.any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings.</p> <p>2.disputes with local or government authorities.</p> <p>3.compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on, or damage to, any property.</p> <p>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.</p> <p>5.claims relating to material damage covered by another relevant insurance policy.</p> <p>6.mining subsidence.</p> <p>7.The first £250 of any claim for legal nuisance or trespass.</p>
	<p><b><u>(Section 4) Taxation</u></b></p> <p><b>Professional Fees</b> arising from or relating to an in-depth HM Revenue &amp; Customs investigation of an <b>Insured Person's</b> personal tax affairs.</p>	<p>1.where the investigation or enquiry had commenced before the first <b>Period of Insurance</b> or the <b>Insured Person</b> should have realised that a claim might occur.</p> <p>2.from investigation or enquiry by or transfer to the Special Compliance Office.</p> <p>3.as a result of a false or misleading statement or representation to the HM Revenue &amp; Customs.</p> <p>4.from deficiencies in books, records, accounts or returns including the costs of repairing a return.</p> <p>5.from any claim involving criminal proceedings, alleged fraudulent evasion of tax, misstatement with the intent to deceive, tax avoidance schemes.</p>

	<p><b><u>(Section 5) Employment</u></b></p> <ol style="list-style-type: none"> <li>1. Costs for advice and guidance during any formal internal employment proceedings, including any settlement or compromise negotiations or during ACAS Early Conciliation negotiations, up to £250.</li> <li>2. The cost of <b>You</b> taking legal proceedings against <b>Your</b> employer over <b>Your</b> contract of employment. As soon as <b>You</b> knew of the dispute, <b>You</b> must have taken and followed legal advice from <b>Us</b>.</li> </ol>	<ol style="list-style-type: none"> <li>1. any dispute that arises less than 90 days after the insurance first started unless <b>You</b> had equivalent cover immediately prior to the inception of this policy without a break in cover.</li> </ol>
	<p><b><u>(Section 6) Criminal Prosecution Defence</u></b></p> <p><b>Professional Fees</b> incurred in the defence of criminal <b>Legal Proceedings</b> brought against an <b>Insured Person</b> as a result of any act or omission or alleged act or omission, including:</p> <p>Police Station Representation  <b>Professional Fees</b> incurred in representing an <b>Insured Person</b> at a Police Station where they are being interviewed under caution in relation to an alleged criminal act.</p> <p>Magistrates' Court Representation  <b>Professional Fees</b> incurred in representing an <b>Insured Person</b> at a Magistrates' Court.</p> <p>Crown Court Representation  A sum equal to any assessed income based contribution payable by the <b>Insured Person</b> towards <b>Professional Fees</b> incurred under the Crown Court Means Testing scheme.</p>	<ol style="list-style-type: none"> <li>1. any matter where the <b>Authorised Professional</b> assesses that reasonable prospects of success do not exist.</li> <li>2. any offence relating to a motor bike / vehicle.</li> <li>3. <b>Professional Fees</b> required to be paid by an <b>Insured Person</b> in excess of the pre-conviction assessed income based contribution under the Crown Court Means Testing scheme following conviction.</li> <li>4. assessed income based contributions payable by the <b>Insured Person</b> towards <b>Professional Fees</b> incurred under the Crown Court Means Testing scheme which exceed the <b>Limit of Indemnity</b>.</li> <li>5. any <b>Professional Fees</b> where the <b>Insured Person</b> fails to: <ol style="list-style-type: none"> <li>a) apply for a Representation Order under the Crown Court Means Testing scheme.</li> <li>b) submit any required information under the Crown Court Means Testing scheme.</li> <li>c) comply with the terms of the Representation Order.</li> <li>d) use a representative that can act under the terms of a Representation Order under the Crown Court Means Testing scheme.</li> </ol> </li> <li>6. the defence of any action, enforcement, or recovery of sums payable against an <b>Insured Person</b> under the terms of or for a breach of the terms and conditions of a Representation Order under the Crown Court Means Testing scheme.</li> </ol>
	<p><b><u>(Section 7) Education</u></b></p> <p>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 <b>Insured Person's</b> child or children at the state school of their preference, subject to a <b>Limit of Indemnity</b> including insured <b>Events</b> related by time or cause of £5,000.</p>	<ol style="list-style-type: none"> <li>1. arising where acceptance at the school involves examinations or other selection criteria.</li> <li>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.</li> <li>3. arising prior to the submission of an application to the school or LEA.</li> <li>4. arising where the LEA's refusal occurred within the first 6 months of the first <b>Period of Insurance</b>.</li> <li>5. where the procedure for appealing against the decision to refuse a place at the school has not been followed.</li> <li>6. where the child has been expelled, suspended or permanently excluded from another school.</li> <li>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.</li> </ol>
	<p><b><u>(Section 8) Probate</u></b></p> <p>The pursuit of claims by the <b>Insured Person</b> in respect of a probate dispute involving the will of the <b>Insured Person's</b> parents, grandparents, children, step-children or adopted children.</p>	<p>any dispute or costs where a will has not been previously made, concluded or cannot be traced (Intestate).</p>

<p><b><u>(Section 9) Identity Theft</u></b></p> <p>Following an Event of Identify Theft:</p> <ol style="list-style-type: none"> <li>1. reasonable Legal Expenses and ancillary costs incurred: <ol style="list-style-type: none"> <li>a) to defend a claim from a financial institution, merchants or their collection agencies;</li> <li>b) for the removal of any criminal or civil judgments wrongly entered against the <b>Insured Person</b>;</li> <li>c) challenging the accuracy or completeness of any information in a <b>Credit Reference Agency</b> report; and</li> <li>d) to create documents needed to prove the <b>Insured Person</b> innocence in terms of any</li> <li>e) financial irregularities committed unlawfully;</li> </ol> </li> <li>2. postal and phone costs the <b>Insured Person</b> has to pay in dealing with financial institutions, the Police and <b>Credit Reference Agencies</b> to report or discuss an actual <b>Identity Theft</b>.</li> <li>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.</li> <li>4. the <b>Insured Person's</b> lost earnings as a result of time away from work to go and see the Police, financial institutions or <b>Credit Reference Agencies</b> to report or discuss an actual <b>Identity Theft</b>.</li> </ol> <p>The events above must be as a result of an actual <b>Identity Theft</b>.</p>	<ol style="list-style-type: none"> <li>1. any Identity Theft connected with Your business, profession, or occupation.</li> <li>2. any legal action where the Insured Person does not have a reasonable prospect of success.</li> <li>3. any costs, expenses or losses incurred due to any fraudulent, dishonest or criminal act by an <b>Insured Person</b>, or any other person acting in collusion with an <b>Insured Person</b>.</li> <li>4. any <b>Indirect Losses</b> other than as identified above.</li> </ol> <p><b>Identity Theft Claims Conditions</b></p> <p>Please read the following carefully to comply with the conditions of this section.</p> <p>If an <b>Insured Person</b> discovers their identity has been stolen either from the first fraudulent transaction identified or any physical or electronic record with any financial institutions, the <b>Insured Person</b> must:</p> <ol style="list-style-type: none"> <li>i) contact the Identity Theft Helpline Service on 01384 377000</li> <li>ii) make sure that they have their address history for the last 6 years</li> <li>iii) file a Police report within 12 hours of discovering the <b>Identity Theft</b></li> <li>iv) let their financial institutions, <b>Payment Card</b> company(ies) and all other accounts know of the <b>Identity Theft</b> within 12 hours of discovering the <b>Identity Theft</b></li> <li>v) fill out and return any claim forms including an authorisation for <b>Us</b> to obtain records and other necessary information, if these are applicable</li> <li>vi) send <b>Us</b> 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</li> <li>vii) immediately send <b>Us</b> copies of any demand notices, summonses, complaints, or legal papers received in connection with a loss suffered</li> <li>viii) take all reasonable action to prevent further damage to their identity. <b>Identity Theft Claims Process</b></li> </ol> <p>The <b>Insured Person</b> 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 <b>Us</b> to decline the claim.</p> <p><b>We</b> will give the <b>Insured Person</b> 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.</p> <p>The service will give the <b>Insured Person</b> access by phone to repair their credit file or files following an <b>Identity Theft</b>.</p> <p><b>We</b> will personalise documents on the <b>Insured Person's</b> behalf and post these to them for signing and sending on to the relevant organisations.</p>
<p><b><u>(Section 10) Jury Service Expenses</u></b></p> <p>The actual loss of the salary or wages of an <b>Insured Person</b> (where <b>You</b> are self-employed and exempt from PAYE taxation <b>We</b> will pay a daily fixed contribution of £100 per day) for the time off work to attend a <b>Court</b> 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.</p>	<ol style="list-style-type: none"> <li>1. the first 5 days of such service.</li> <li>2. salary or wages which are recoverable from the relevant <b>Court</b> or <b>Your</b> employer</li> </ol>

	<p><b>(Section 11) Social Media Defamation</b> Following defamatory comments made about the <b>Insured Person</b> through a Social Media website, <b>We</b> will:</p> <ol style="list-style-type: none"> <li>1. contact the provider of the Social Media website requesting that the comments are removed</li> <li>2. write one letter requesting that the defamatory comments are removed from the Social Media website, where the identity of the author responsible for the defamatory comment is known.</li> </ol>	<p>Claims where the <b>Insured Person</b> is not aged 18 or over</p>
	<p><b>(Section 12) Home Sale/ Purchase</b> Pursing claims arising out of a contract for the sale or purchase of the <b>Home</b> entered into by or on behalf of an <b>Insured Person</b> against</p> <ol style="list-style-type: none"> <li>1. the vendor of the <b>Home</b> including taking <b>legal proceedings</b> to obtain vacant possession in the <b>Event</b> of continued occupation of <b>Your Home</b> by the vendor;</li> <li>2. <b>Your</b> mortgage lender;</li> <li>3. a property valuer or surveyor acting on <b>Your</b> behalf or on behalf of <b>Your</b> mortgage lender;</li> <li>4. a solicitor or licensed conveyance acting on <b>Your</b> behalf;</li> <li>5. a builder providing a warranty on the <b>Home</b> or any built-in domestic appliance;</li> </ol> <p>The public utility responsible for the connection of electricity, gas, water, sewage or telephone services in <b>Your Home</b>;</p> <p>The removal firm contracted to move <b>Your</b> household possessions.</p>	<p>Excluding</p> <ol style="list-style-type: none"> <li>1. claims arising in respect of a <b>Home</b> purchase before the commencement of the policy</li> <li>2. claims arising from the purchase of any property which is not the <b>Insured Person's</b> principle permanent place of residence</li> <li>3. any claims where the amount in dispute is less than £500;</li> <li>4. any claim arising from the failure to complete the purchase of the <b>Home</b> when the <b>Insured Person</b> decides to withdraw from the transaction</li> <li>5. insured incidents which occurred or existed before the commencement of the policy</li> </ol>

## Claims Settlement

The following **Claims Settlement Conditions** apply to this Section

### 1. Observance

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

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.

### 2. 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 **Us**.

Rural is **Your Agent** and in the matters of a claim act on behalf of the Insurer.

### 3. 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**.

### 4. Conduct of Claim

**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.

a) **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.

b). **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.

## 5. 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.

## 6. 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.

## 7. Fraud

**You** must not act in a fraudulent way. If **You** or anyone acting for **You**:

- fails to reveal or hides a fact likely to influence whether **We** accept **Your** proposal, **Your** renewal, or any adjustment to **Your** policy;
- fails to reveal or hides a fact likely to influence the cover **We** provide;
- makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
- sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage you caused deliberately or with **Your** knowledge.

If **Your** claim is in any way dishonest or exaggerated, **We** will not pay any benefit under this policy or return any premium to **You** and **We** may cancel **Your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **You** and inform the appropriate authorities.

## 8. 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**.

## 9. 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.

## 10. Royal & Sun Alliance plc Privacy Policy

**Your** privacy is important to **Us** and **We** are committed to keeping it protected. **We** have created this Customer Privacy Notice which will explain how **We** use the information **We** collect about **You** and how **You** can exercise **Your** data protection rights. **You** can view **Our** full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

If **You're** unable to access the link or have any questions or comments about **Our** privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax, HX3 5WA.

**You** can also email **Us** at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

## 11. Legal Insurance Management Ltd Privacy Notice

Legal Insurance Management Ltd (LIM) needs to collect and store personal data about its clients, insurance claims, suppliers and other users of LIM's facilities to allow it to maintain its core operations and meet its customers' requirements effectively. The provision of this personal data is necessary for LIM to administer **Your** insurance policy and meet **Our** contractual requirements under the policy.

It is important to LIM that **You** are clear on what information **We** collect and why **We** collect it. **You** can withdraw **Your** consent at any point by notifying LIM, however if **You** have an on-going claim this may affect continued cover under **Your** policy. Should **Your** data need updating, this can also be done at any point by contacting LIM.

To view **Our** full privacy notice, **You** can go to <https://www.legalim.co.uk/Policyholder-privacy-notice> or request a copy by emailing **Us** at [dataprotection@legalim.co.uk](mailto:dataprotection@legalim.co.uk). Alternatively, **You** can write to **Us** at: Data Protection, Legal Insurance Management Ltd, 1 Hagley Court North, Brierley Hill, West Midlands, DY5 1XF.

## 12. 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.

### 13. Insurance Act 2015

Under the terms of the Insurance Act 2015, **You** have a duty to make a fair presentation of the risk. To ensure that you comply with this obligation, **You** must disclose clearly, accessibly and in good faith:

- i) All material facts **You** know, or should have known, or are suspected;
- ii) Sufficient information to put a prudent underwriter on notice that they should make further enquiries.

**You** are not required to disclose details which diminish the risk, or which the underwriter knows, or ought to have known, but as well as the general details of the risk, **You** should disclose:

- Any special or unusual facts relating to the risk
- Any particular concerns which led **You** to seek insurance for this risk
- Any other fact being something that should be included within a fair presentation of risk to an underwriter.

Failure to do this could affect the validity of **Your** policy and mean that it may not operate fully in the event of a claim. If **You** have any queries relating to what information should be disclosed as fair presentation of the risk, please contact **Your** insurance broker

#### IMPORTANT

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the **Your** 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.

### 14. Compensation Scheme

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **We** cannot meet **Our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

## Rural

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