



Hailstorm insurance

Policy document



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Welcome to Rural Insurance Group Limited

Thank **You** for choosing to buy **Your** insurance through Rural Insurance Group Limited. **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 the 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 Intermediary** in the first instance.

About Rural Insurance Group Limited

Rural Insurance Group Limited 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 Insurance Group Limited is located in Harrogate, North Yorkshire. In addition, there is a network of Business Development Managers and Development Underwriters located throughout the UK to support **Intermediaries**.

At Rural Insurance Group Limited, **We** believe in building enduring partnerships with **Our Intermediaries**, maintaining an innovative approach to rural and agricultural insurance and risk management.

Rural Insurance Group Limited is part of UK General Insurance Group Ltd.

Getting to know each other

To learn more about Rural Insurance Group Limited, please visit www.ruralinsurance.co.uk



Richard Skingle
Managing Director
Rural Insurance Group Limited

How to make a claim

If any event happens which may give rise to a claim, please contact Agrical Limited direct on 01937 838050.

You can discuss new and existing incidents with Agrical Limited from Monday to Friday between 9am and 5pm on the phone number shown above. If any incident occurs outside of these business hours please contact the 24 hours helpline on 0208 150 5265.

You can also contact Agrical Limited by:

Address: The old Estate Office, 56 Leeds Road, Tadcaster, North Yorkshire, LS24 9HB

Email: ruralinsurance@agricol.com

Fax: 01937 838053.

Important Information

Introduction

This **Policy** is a contract between **You** and **Us**. It is arranged by **Your Intermediary** and underwritten by Rural Insurance Group Limited on behalf of XL Catlin.

This **Policy**, including this introduction, general **Policy** definitions, general **Policy** conditions and general **Policy** exclusions, the coverage sections stated as operative in the **Schedule** and any endorsement, is a single document and should be read as one contract. In deciding to accept this **Policy** and in setting the terms and premium **We** have relied on the information which **You** have provided to **Us**.

We will, in consideration of the payment of the premium, insure **You**, subject to the terms and conditions of this **Policy**, against the events set out in the operative sections and occurring in connection with the **Business** during the **Period of Insurance** or any subsequent period for which **We** agree to accept payment of premium.

Please read this **Policy** carefully and make sure that it meets **Your** needs. If any corrections are necessary, **You** should contact **Your Intermediary**.

Please keep this **Policy** in a safe place – **You** may need to refer to it if **You** have to make a claim.

Information You have given us

In deciding to accept this **Policy** and in setting the terms including premium, **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** or **Your Broker** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information, **We** will have the right to:

- a) Cancel this **Policy** and treat it as if it never existed
- b) Decline all claims
- c) Retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information, **We** will have the right to:

- a) Refuse to pay any claim and return the premium **You** have paid if **We** would not have provided **You** with cover
- b) Treat this **Policy** as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms
- c) Reduce the amount **We** pay on any claim by the amount of premium **We** would have charged **You** if **We** had been aware of the correct information.

We will notify **You** in writing if any of the above apply.

In the event that **We** would have provided cover under different terms as outlined in Points b) and c) above and where there is no outstanding claim, **We** will have the right to:

- a) Provide **You** with 30 days' written notice that **We** are cancelling **Your Policy**
- b) Provide **You** with 30 days' written notice that **We** will treat **Your Policy** and any future claims in accordance with the above clauses. In the event that **You** are not happy with this course of action, **You** may give **Us** 30 days' written notice that **You** are cancelling **Your Policy**.

If this **Policy** is terminated in accordance with either of the above clauses, **We** will refund any premium due to **You** on a pro rata basis from the date of cancellation until the end of the current **Period of Insurance**.

Fraud

If **You**, or anyone acting on **Your** behalf, make a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent statement or other device, **We** will not pay any part of **Your** claim. In addition, **We** will have the right to:

- a) Cancel this **Policy**, from the date of the fraudulent act without returning any premium that **You** have paid
- b) Recover from **You** any amounts that **We** have paid in respect of the fraudulent claim
- c) Refuse any other benefit and future claims under this **Policy**.

Change in circumstance

You must tell **Us** within 14 days of **You** becoming aware of any changes in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**.

When **We** are notified of a change, **We** will tell **You** if this affects **Your Policy**. For example, **We** may cancel **Your Policy** in accordance with the cancellation and cooling-off provisions, amend the terms of **Your Policy** or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any claim **You** make.

Sanctions

We shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Cancellation and cooling-off period

Your right to cancel during the cooling-off period

You are entitled to cancel this **Policy** by notifying **Us** or **Your Intermediary** by email, telephone or in writing within 14 days of either:

- a) The date **You** receive this **Policy**
- b) The start of **Your Period of Insurance**

whichever is later.

On the condition that no claim has been made or is pending, **You** will be entitled to a full refund of any premium paid. No refund will be due if a claim has been made or is pending.

Your right to cancel after the cooling-off period

You are entitled to cancel **Your Policy** after the cooling-off period by notifying **Us** or **Your Intermediary** by email, telephone or in writing.

On the condition that no claim has been made or is pending, **You** will be entitled to a proportionate refund of any premium paid in respect of the remainder of the **Period of Insurance**. No refund will be due if a claim has been made or is pending.

Our right to cancel

We are entitled to cancel this **Policy** by giving **You** 14 days' notice in writing if there is a valid reason to do so. Valid reasons include but are not limited to:

- a) Failure to pay the premium when asked
- b) A change in risk which means **We** can no longer provide **You** with insurance cover
- c) Non-cooperation or failure to supply any information or documentation **We** request, such as details of a claim.

On the condition that no claim has been made or is pending, **You** will be entitled to a proportionate refund of any premium paid in respect of the remainder of the **Period of Insurance**. No refund will be due if a claim has been made or is pending.

Choice of Law

Unless some other law is agreed in writing, this **Policy** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.

The language of this contract of insurance and all communications relating to it will be in English.

Accessibility

Upon request, **We** can provide Braille, audio or large print versions of the **Policy** and the associated documentation. If **You** require an alternative format, please contact **Us** or **Your Intermediary**.

Data Protection Act

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

Third Party Rights

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

Complaints Procedure

We are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** have any questions or concerns about the **Policy** or the handling of a claim, please contact **Us** at:

Rural Insurance Group Limited
The Hamlet
Hornbeam Park Avenue
Harrogate
HG2 8RE
Email: customerrelations@ruralinsurance.co.uk
Tel: 0344 5577177
Opening Hours: 8:30-17:30 Mon-Fri

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

Customer Relations
Rural Insurance Group Limited
The Hamlet
Hornbeam Park Avenue
Harrogate
HG2 8RE
Email: customerrelations@ruralinsurance.co.uk
Tel: 0333 400 9969
Opening Hours: 8:30-17:30 Mon-Fri

If **You** remain dissatisfied after Customer Relations have considered **Your** complaint, or **You** have not received a final decision within eight (8) weeks, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Email: complaint.info@financial-ombudsman.org.uk

From within the United Kingdom
Tel: 0800 023 4 567
0300 123 9 123
Fax: 020 7964 1001

From outside the United Kingdom
Tel: +44 20 7964 0500
Fax: +44 20 7964 1001

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

Compensation Scheme

Catlin Insurance Company (UK) Ltd. 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.

Regulatory Information

Rural Insurance Group Limited

Rural Insurance Group Limited is authorised and regulated by the Financial Conduct Authority (Firm Reference Number 308358.)

Registered office: The Hamlet, Hornbeam Park Avenue, Harrogate, HG2 8RE

Registered in England: Company number 2207611

Catlin Insurance Company (UK) Ltd.

Catlin Insurance Company (UK) Ltd. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 423308.)

Registered office: 20 Gracechurch Street, London, EC3V 0BG

Registered in England: Company number 5328622

You can check this on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

Policy V11 September 2017

Policy Definitions

The **Policy**, **Policy Schedule** and all operative endorsements are to be read as one contract and words and expressions defined below shall have the same meaning wherever they appear.

For the purposes of each Section of the **Policy** any word or expression defined in such Section shall have the same meaning wherever it appears in that Section.

Business

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

Excess

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

You/Your

The person(s), Company or firm named as the **Insured** in the **Policy Schedule** whilst carrying on the **Business**.

We/Us/Our

Rural Insurance Group Limited on behalf of XL Catlin Insurance Company (UK) Ltd.

Period of Insurance

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

Policy/The Policy

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

Premises

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

Proposal Form/The Proposal

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

Schedule/Policy Schedule

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

Your Intermediary

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

General Policy conditions

You must at all times observe the terms and conditions as outlined in this **Policy** including any additional precautions that we require which are outlined or added as an endorsement to your **Policy**.

Arbitration

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

Notification of claims

On the happening of any event giving rise or likely to give rise to a claim under this **Policy** **You** must immediately provide details to **Us** of such and supply all such details and evidence, documentary or otherwise, and shall carry out such things as Rural Insurance Group Limited may reasonably require.

Payment of claims

We may at any time, **Policy** liability having been admitted, pay the limit of indemnity or the sum insured (after the deduction of any sum already paid) or any less amount for which a claim can be settled and shall be under no further liability.

Pro-rata contribution

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

Material alteration

You must give **Us** immediate notice via **Your Intermediary** of any alteration, which materially affects the risk insured. If **You** have any doubts as to whether or not a fact is material, then it should be disclosed.

Subrogation rights

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

Subjectivity condition

The **Policy**, the **Proposal**, and/or declaration made by **You**, and any endorsements on the **Policy** and the **Policy Schedule** should be read together and form the contract between **You**, and **Us**.

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

- a) Providing **Us** with any additional information requested by the required date(s)
- b) Completing any actions agreed between **You** and **Us** by a required date(s)
- c) Allowing **Us** to complete any actions agreed between **You** and **Us**.

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

- a) Amend **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. 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:

- a) **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
- b) **We** may, at **Our** option, exercise **Our** right under the **Policy** 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.

Renewal

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

General Policy exclusions

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

1. Radioactive contamination and explosive nuclear assemblies
This **Policy** does not cover:
 - a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising from or any indirect loss
 - b) Any legal liability of whatsoever naturedirectly or indirectly caused by, contributed to or arising from:
 - a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.
2. War and civil war
Notwithstanding anything to the contrary contained in this **Policy** does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
3. Territorial limits
Damage or indirect loss occurring outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
4. Northern Ireland overriding
Notwithstanding anything in this **Policy** or in any extensions of the **Policy**, it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils insured against) this **Policy** does not cover loss or destruction of or damage to any property in Northern Ireland or loss resulting from, 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, destruction or damage is not covered by this **Policy** the burden of proving that such loss, destruction or damage is covered shall be upon the **Us**.

5. Terrorism

This **Policy** or any endorsement excludes loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat 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 the **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. Other

We will not pay **You** for loss, damage to, or destruction of any property caused by any of the following:

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

Policy cover

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

Cover is subject to the premium stated in the **Schedule** having being paid to **Us**.

Cover shall be subject to the terms, exclusions, limits and conditions as detailed in this **Policy**.

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

Conditions

The following conditions are applicable in all respects to this **Policy** and are in addition to all other terms, conditions, exclusions and endorsements.

- a) This insurance covers hail damage only and excludes loss or damage by wind, water or other causes
- b) It is understood that the quantity of each crop declared in the **Proposal** to **Us** forms the entire acreage of that crop grown by **You** unless otherwise stated at the time of making **The Proposal**. When part only of any crop is intended to be insured each field or part of a field or part of a field containing the same must be specially described by name giving the exact acreage grown
- c) The crops insured must not have sustained any loss, damage or destruction by hail previous to the completion of **The Proposal** and **We** will not be liable for any damage occurring to the crop prior to **The Proposal** being accepted and cover being expressly granted by **Us**
- d) Straw is not included in this insurance unless expressly named and the premium paid

Rural Insurance Group Limited

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Hornbeam Park
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Rural Insurance Group Limited is authorised and regulated by the Financial Conduct Authority.

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