

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.

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 Zurich Insurance plc.

This **Policy**, including this introduction, 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.

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.

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. 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**.

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. 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**.

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. 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**.

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

How we use personal information

We hold personal information in accordance with the Data Protection Act 1998. The information supplied to **Us** by **You** may be held on computer and passed to other insurers and reinsurers for underwriting and claims purposes. **You** should show this to anyone whose personal information may be processed to administer this policy including handling any claims.

We use a variety of security technologies and procedures to help protect personal information from inappropriate use, and **We** will continue to revise procedures and implement additional security features as new technology becomes available.

We may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing, and risk management. **We** will only share personal information as described in this notice or where **We** are required or allowed to do so by law.

We may record or monitor telephone calls for security and regulatory purposes.

Policy administration

In order to administer **Your** insurance policy and any claims made against this policy **We** may share personal information provided to **Us** with other companies within the Zurich Insurance Group and with business partners including companies inside and outside the European Economic Area. If **We** do transfer personal information including where **We** propose a change of underwriter **We** make sure that it is appropriately protected.

We may conduct searches about anyone whose personal information may be processed to administer this policy (including handling any claims) using publicly available sources. Examples are the edited electoral roll, county court judgments / Scottish decrees, bankruptcy registers and other public databases. This helps **Us** assess applications for insurance, provide renewal quotations and check the accuracy of information. These searches may be recorded by credit reference agencies but they will not affect any credit standing.

Claims history

When **You** tell **Us** about an incident or claim **We** may pass information relating to it to any relevant claims related database.

We and other insurers may search relevant claims related databases when **You** apply for insurance, in the event of any incident or claim 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.

Fraud prevention and detection

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

- a) share information about **You** with other organisations including the police
- b) conduct searches using publicly available databases
- c) undertake credit searches
- d) check and share **Your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related to other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact **Us** if **You** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Data protection rights

Individuals have certain rights under the Data Protection Act 1998, including the right to ask for a copy of the information **We** hold about them. **We** may make a small charge for this. Individuals also have the right to ask **Us** to correct their information if it is inaccurate.

If **You** want to know more about how **We** use personal information or have any data protection questions, please contact the Data Protection Officer, Zurich Insurance plc, 3000 Parkway, Whiteley, Fareham, Hants, PO15 7JZ.

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

Rural Insurance Group Limited 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 Insurance Group Limited 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 You complaint will be passed to:
Advice or sales related	Any	Your Insurance Broker	Please refer to Your Insurance Broker correspondence	Customer Relations Department, Rural Insurance, The Hamlet, Hornbeam Park Harrogate North Yorkshire HG2 8RE Telephone: 0333 400 9969 Email: customerrelations@ruralinsurance.co.uk
Claims related	Any	Your claims handler / administrator in the first instance	Email: ruralinsurance@agrival.com Customer Relations Department Agrival Limited The Old Estate Office 56 Leeds Road, Tadcaster, North Yorkshire LS24 9HB Tel: 01937 838050	

If it is not possible to reach an agreement, **You** may have the right to make an appeal to the Financial Ombudsman Service. **You** will need to contact them within 6 months of the date of **Our** final decision letter.

The Financial Ombudsman Service is an independent organisation that adjudicates on complaints about general insurance products. They will only consider complaints:

- once **We** have given **You** written confirmation of **Our** final decision or if **We** have not provided **You** with a final decision within 8 weeks of receiving **Your** complaint.
- if **Your** business has a turnover of less than EUR 2 million and fewer than 10 employees
- **You** are a charity with an annual income of less than GBP 1 million
- **You** are a trustee of a trust with a net asset value of less than GBP 1 million.

You may contact the Financial Ombudsman Service or obtain further information at:

Insurance Division
The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

<http://www.financialombudsman.org.uk>

Telephone: 0300 123 9 123 Fax: 0207 964 1001

Compensation Scheme

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.

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

Zurich Insurance plc

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.

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 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.

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 in bold.

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

Zurich Insurance plc.

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/Proposal/The Proposal

The Proposal including the Declaration.

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**.

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.

Fraudulent claims

If **You** make any claim which is fraudulent or intentionally exaggerated or if **You** make any false declaration or statement in support thereof the **Insurers** shall not pay compensation 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.

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 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 the Fair presentation of the risk general policy condition but only with effect from the date of the change in circumstances or material facts.

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 condition in the 'Important Information' section of this **Policy**.

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**.

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.

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 nature

directly 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

This **Policy** does not cover:

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 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

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**.

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

The Hamlet
Hornbeam Park
Harrogate
HG2 8RE

T: 0344 55 77 177

F: 01423 876 001

E: enquiries@ruralinsurance.co.uk

W: ruralinsurance.co.uk



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

Registered address: The Hamlet, Hornbeam Park, Harrogate HG2 8RE. Registered in England and Wales. Registered no. 2207611