



**Multi Cover**  
**Agriculture**



## Contents

The contract of insurance.....	2
The underwriters .....	2
Important information .....	3
General definitions .....	10
General conditions .....	14
Claims conditions .....	20
General exclusions.....	22
Section 1 – Property and livestock.....	25
Section 2 – Selected all risks .....	79
Section 3 – Deterioration of stock .....	80
Section 4 – Business interruption.....	84
Section 5 – Money and assault .....	104
Section 6 – Uncollected milk .....	109
Section 7 – Employers liability .....	112
Section 8 – Public and product liability .....	116
Section 9 – Engineering breakdown and inspection .....	136
Section 10 – Environmental liability .....	153
Section 11 – Personal accident and sickness.....	164
Section 12 – Goods in transit .....	170
Section 13 – Terrorism .....	173
Section 14 – Legal expenses .....	176

The Important information section includes details of:

- How to cancel the policy
- How to make a complaint
- How to make a claim

# The contract of insurance

Welcome to **Your** Victor Insurance Multi Cover Agriculture **Policy**. It sets out the details of **Your** insurance contract with **Us**.

This document, any endorsements, certificates and the **Schedule** must be read together as one contract as they form **Your Policy**.

In return for payment of the premium shown in the **Schedule**, **We** agree to insure **You** against:

- a) loss or **Damage You** sustain;
- b) loss resulting from interruption or interference with the **Business** following **Damage**, or
- c) legal liability **You** incur for accidents

happening during the **Period of Insurance** and in accordance with the terms and conditions contained in or endorsed on this **Policy**.

# The underwriters

This **Policy** is administered and underwritten by Victor Insurance, a trading name of Marsh Ltd, on behalf of the following Insurers (referred to collectively as the ‘Underwriters’), in accordance with the authority granted under:

Binding Authority Agreement Number / UMR	Section	Underwriter	Proportion
as detailed on “The Underwriters” section of <b>Your Schedule</b>	Sections 1-8 & 11-13	AXA Insurance UK plc Registered in England and Wales No 78950 Registered office: 20 Gracechurch Street, London EC3V 0BG A member of the AXA Group of companies AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority	100%
as detailed on “The Underwriters” section of <b>Your Schedule</b>	Section 9 sub section 9a Engineering breakdown	HSB Engineering Insurance Limited, registered in England and Wales: 02396114 and registered as a branch in Ireland: 906020. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered address: Chancery Place, 50 Brown Street, Manchester M2 2JT	100%

<p>as detailed on “The Underwriters” section of <b>Your Schedule</b></p>	<p>Section 9 sub section 9b Engineering inspection</p>	<p>HSB Engineering Insurance Services Limited, registered in England and Wales: 03010292 and registered as a branch in Ireland: 906105. HSB Engineering Insurance Services Limited is an Appointed Representative of HSB Engineering Insurance Limited. Registered address: Chancery Place, 50 Brown Street, Manchester M2 2JT</p>	<p>100%</p>
<p>as detailed on “The Underwriters” section of <b>Your Schedule</b></p>	<p>Section 10</p>	<p>AXA XL Insurance Company UK Limited to replace XL Catlin Insurance Company Ltd</p> <p>AXA XL Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).</p> <p>Registered Office 20 Gracechurch Street, London, EC3V 0BG, United Kingdom.</p> <p>Registered in England Number 5328622.</p> <p>You can check this out on the FCA’s website at <a href="http://www.fca.org.uk">www.fca.org.uk</a> which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.</p> <p>XL Catlin Services SE</p> <p>XL Catlin Services SE acts as an agent of XL Catlin Insurance Company UK Limited in connection with this policy. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.</p> <p>Registered Office 8 St. Stephen's Green, Dublin 2, D02 VK30, Ireland.</p> <p>Registered in Ireland Number 659610.</p> <p>You can check this information on the Central Bank of Ireland’s website at <a href="http://www.centralbank.ie">www.centralbank.ie</a> which includes a register of all the firms they regulate</p>	<p>100%</p>

as detailed on “The Underwriters” section of <b>Your Schedule</b>	Section 14	<p>DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England and Wales. Company Number 103274. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.</p> <p>DAS Law Limited, North Quay, Temple Back, Bristol BS1 6FL. Registered in England and Wales. Company Number 5417859. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).</p>	100%
---	------------	--	------

The subscribing Underwriters’ obligations under Contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

# Important information

## How to cancel this Policy

### Cooling off period

If this **Policy** does not meet **Your** needs, **You** have the right to cancel it for a period of 14 days from the date **Your Policy** begins or from the date **You** receive this **Policy** document, whichever is the later. If **You** do want to cancel this **Policy You** should contact **Your** insurance adviser. **We** will return any premium paid in accordance with “**Your** rights” contained in the Cancellation condition of this **Policy**.

### After the cooling off period

Please refer to “**Your** Cancellation Rights” and also “**Our** Cancellation Rights” contained in the Cancellation condition of this **Policy**.

## How to make a complaint

If **You** are unhappy with any aspect of the handling of **Your Policy We** would encourage **You**, in the first instance, to seek resolution by contacting **Your** insurance adviser. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so by writing to:

Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU

Email: [insurance.complaints@victorinsurance.co.uk](mailto:insurance.complaints@victorinsurance.co.uk)

If appropriate **Your** complaint may ultimately be handled by the insurer or a third party acting on the insurers' behalf. If this is the case **We** will notify **You** upon receipt of **Your** complaint. Making a complaint does not affect **Your** right to take legal action.

If **You** are not happy with the outcome of **Your** complaint, **You** may have the right to ask the Financial Ombudsman Service (FOS) to review **Your** case. **You** will need to contact them within six months of the date of **Our** final decision letter.

**You** can also ask the Ombudsman to review **You** case if **We** have not provided **You** with a final decision within eight weeks of receiving **Your** complaint.

The Ombudsman can help with most complaints if **You** are:

- A consumer;
- A micro enterprise employing fewer than ten persons that has an annual turnover and/or balance sheet total that does not exceed €2 million\*;
- A charity which has an annual income of less than £6.5 million\*;
- A trustee of a trust which has a net asset value of less than £5 million\*;
- (in relation to consumer buy-to-let business) a buy-to-let consumer;
- A small business (which is not a micro enterprise) which has an annual turnover of less than £6.5 million and (i) employs fewer than 50 persons or (ii) has a balance sheet total of less than £5 million\*;

- A guarantor

\* at the time **You** refer your complaint

If **You** are unsure whether the Ombudsman will consider **Your** complaint, or for more information, please contact the Ombudsman directly on 0800 023 4567 or visit the FOS website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The address of the Ombudsman is: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Alternatively:

- a) If **You** have a complaint regarding **Your** claim, please telephone the claims handler on the number shown in **Your** claims documentation.
- b) Should **You** wish to make a complaint under Sections 9 or 10, please contact the Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU
- c) Should **You** wish to make a complaint under Section 14, the below (DAS Legal Expenses Insurance Company Limited) process should be followed
- d) Should **You** wish to make a complaint under Sections 1-8 and 11-13 (AXA Insurance UK plc) and **Your** complaint relates to a claim on **Your Policy**, please contact the department dealing with your claim.

DAS Legal Expenses Insurance Company Limited (Section 14):

We always aim to give **You** a high quality service. If You think we have let **You** down, **You** can contact us by:

- phoning 0344 893 9013
- emailing [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)
- writing to the Customer Relations Department: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH
- completing our online complaint form at [www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)

Further details of our internal complaint-handling procedures are available on request. If **You** are not happy with the complaint outcome or if we've been unable to respond to **Your** complaint within 8 weeks, **You** may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints.

(Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

**You** can contact them by:

- phoning 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123
- emailing [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- writing to The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Further information is available on their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Using this service does not affect your right to take legal action.

Axa XL Insurance Company UK Limited (Section 10):

Complaints Department  
XL Catlin Services SE, UK Branch  
20 Gracechurch Street

London  
EC3V 0BG  
United Kingdom

Telephone Number: +44 (0)20 7743 8487  
Email: [axaxlukcomplaints@axaxl.com](mailto:axaxlukcomplaints@axaxl.com)  
XL Catlin Services SE acts on **Our** behalf in the administration of complaints.

Telephone Number: **From within the United Kingdom**  
0800 0234 567 calls to this number are free on mobiles  
and landlines  
0300 1239 123 calls to this number costs no more than  
calls to 01 and 02 numbers  
**From outside the United Kingdom**  
+44 (0)20 7964 0500  
Fax Number: +44 (0)20 7964 1001  
Text Number: 07860 027 586 Call Back Service

AXA Insurance UK plc (Sections 1 – 8 and 11 - 13):

**All claims complaints:**  
Tel: **01204 815359**  
Email: [commercial.complaints@axa-insurance.co.uk](mailto:commercial.complaints@axa-insurance.co.uk)

Alternatively **You** can write to **Us** at

**AXA complaints:**  
AXA Insurance  
Commercial complaints  
AXA House  
4 Parklands  
Lostock  
Bolton  
BL6 4SD

When **You** make contact please tell **Us** the following information:

- Name, address and postcode, telephone number and e-mail address (if **You** have one).
- **Your Policy** and/or claim number, and the type of **Policy You** hold.
- The name of **Your** insurance agent/firm (if applicable).
- The reason for **Your** complaint.

Any written correspondence should be headed '**COMPLAINT**' and **You** may include copies of supporting material.  
**We** will:

- Acknowledge written complaints promptly.
- Investigate **Your** complaint quickly and thoroughly.
- Keep **You** informed of progress of **Your** complaint.
- Do everything possible to resolve **Your** complaint.
- Learn from **Our** mistakes.
- Use the information from complaints to continuously improve **Our** service.



## Financial Services Compensation Scheme

Victor Insurance underwrites on behalf of a select group of insurers who are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the Scheme if they are unable to meet their obligations to **You** under this contract of insurance. Further information about the Scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

### Making a claim

To make a claim under any section of cover other than Section 9 – Engineering Breakdown and Inspection, Section 10 – Environmental liability or 14 – Legal Expenses please contact **Our** claims helpline, which is available 24 hours a day, 365 days a year:

Telephone: 01280 664525

**You** may also email **Us** at:

[arnshrewsbury@uk.sedgwick.com](mailto:arnshrewsbury@uk.sedgwick.com)

If **Your** claim is relating to Section 9 – Engineering Breakdown and Inspection please contact HSB Engineering Insurance Limited:

Claims Department  
HSB Engineering Insurance Limited  
Chancery Place  
50 Brown Street  
Manchester  
M2 2JT

Telephone: 0330 100 3432  
Email: [new.loss@hsbeil.com](mailto:new.loss@hsbeil.com)

If **Your** claim is relating to Section 10 – Environmental liability please contact Questgates

Our Environmental Adjuster : Telephone: 020 7933 7334

**You** may also email **Us** at: [environmental@questgates.co.uk](mailto:environmental@questgates.co.uk)

If **Your** claim is relating to Section 14 – Legal expenses please contact DAS Legal Expenses Insurance Company Ltd:

Telephone: 0344 893 9012, available 24 hours a day, 7 days a week

Alternatively, **You** can visit [www.das.co.uk/legal-protection/how-to-claim](http://www.das.co.uk/legal-protection/how-to-claim)

Notify **Us** of any claim or any incident which may lead to a claim as soon as possible. The sooner **We** are involved, the more opportunity **We** have to resolve the claim to **Your** satisfaction. **You** must notify **Us** within seven days if the incident relates to **Damage** by riot, civil commotion, labour or political disturbances.

#### Important note:

Please do not ask for help from a lawyer, accountant or anyone else before **We** have agreed that **You** should do so. If **You** do, **We** will not pay the costs involved even if **We** accept the claim.

## Employers' Liability Tracing Office

Certain information relating to **Your Policy** including, without limitation, the **Policy** number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the ELTO) and added to an electronic database, (the Database).

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the Claimants):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO. The Database and the data stored on it may be accessed and used by the claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

## Tax Clause

There may be circumstances where taxes may be due that are not paid via **Us**. If this occurs then it is **Your** responsibility to ensure that these are paid direct to the appropriate authority.

## Privacy notice

A copy of the Victor Insurance up to date Privacy Notice can be viewed using the following link:  
<https://www.marsh.com/uk/privacy-notice.html>

AXA Insurance UK plc is part of the AXA Group of companies which takes **Your** privacy very seriously. For details of how we use the personal information we collect from **You** and **Your** rights please view our privacy policy at [www.axa.co.uk/privacy-policy](http://www.axa.co.uk/privacy-policy)

If **You** do not have access to the internet, please contact AXA Insurance and we will send **You** a printed copy.

A copy of the DAS Legal Expenses Insurance Company Limited up to date Privacy Notice can be viewed using the following link:

<https://www.das.co.uk/legal/privacy-statement>

For Environmental Liability for information about how Insurers process your personal information please see our full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

For all other sections, **You** should visit the relevant insurers' website to read their Privacy Policy to understand how they will use **Your** information. Their details can be found in The Underwriters section of this policy wording.

# General definitions

The following words will have the same meanings and start with a capital letter and in bold print wherever they appear in the **Policy** or **Schedule**.

Each section or part may contain additional definitions which apply throughout that section or part.

## Business

The business stated in the **Schedule** and statement of fact conducted by **You** at or from **Premises** in the Territorial Limits including:

1. the provision and management of canteen, sports, social or welfare organisations for the benefit of Employees and fire security, first aid, medical and ambulance services;
2. private work undertaken with **Your** prior consent by **Your Employees** for any of **Your** directors or senior officials;
3. the ownership, maintenance and repair of **Premises**;
4. the repair or maintenance of vehicles or plant, owned and used by **You**;
5. agricultural contracting (excluding crop spraying) on a neighbourly reciprocal basis, where no money changes hands;
6. letting of land for touring caravans and/or tents;
7. letting of land to another farmer for purposes no more extensive than **Your** use;
8. private shoots up to a maximum of 20 days per annum not advertised or operated for profit;
9. bed and breakfast;
10. retail sales of home grown produce including farmers markets, unless the produce has been processed
11. sale of hay and straw, grown by **You** for animal feed purposes;
12. hiring out of **Your** animals for stud purposes excluding horses;
13. school visits and/or farm open days other than open farms or tourist attractions;
14. snow ploughing (excluding snow ploughing where treatment of the road is also undertaken).

## Business Interruption

Loss resulting from interruption of or interference with the **Business** carried on by **You** at the **Premises** as a result of **Damage** to property used by **You** at the **Premises** for the purposes of the **Business**.

## Communicable Disease

Applicable to Section 10 Environmental liability

Any illness, sickness, disease, infection, condition, or disorder caused by any contact with or exposure to any virus, parasite, or bacteria or any disease-causing agent of any nature. Any **Communicable Disease** Any illness, sickness, disease, infection, condition, or disorder caused by any contact with or exposure to any virus, parasite, or bacteria or any disease-causing agent of any nature. To be added to exclusions: any liability based upon or arising out of exposure to humans or animals infected with a **Communicable Disease**, or contact with bodily fluids of humans or animals infected with a **Communicable Disease**

For all other sections

**Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where

1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

## Company/We/Our/Us

The Underwriters as set out in the section of the **Policy** headed the contract of insurance and the underwriters.

## Damage

Loss, destruction or damage.

## Denial of Service Attack

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. Denial of service attacks include, but are not limited to, the generation of excess 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

1. any person under a contract of service or apprenticeship with **You**;
2. any person who is hired to or borrowed by **You**;
3. any labour master or person supplied by him;
4. any person engaged by labour only sub-contractors;
5. any self-employed person working on a labour only basis under the control or supervision of **You**;
6. any driver or operator of hired-in plant;

7. any person engaged in connection with a work experience or training scheme; or
8. any voluntary helper

while working for **You** in connection with the **Business**.

### **Flood**

The escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam. Inundation from the sea. Rain induced run off, whether resulting from storm or not.

### **Hacking**

Unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data whether **Your** property or not.

### **Offshore**

On or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

### **Period of Insurance**

Period from the start date to the expiry date of **Your** cover shown in **Your Schedule**.

### **Phishing**

Any access or attempted access to data or information made by means of misrepresentation or deception.

### **Policy**

Policy, **Schedule** and any endorsements attached or issued.

### **Polluting or Contaminating Substance**

Any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapour, fumes, acids, alkalis, chemicals, dust, legionella bacteria and other micro-organisms or pathogens and waste including material to be recycled, reconditioned or reclaimed.

### **Pollution or Contamination**

1. all pollution or contamination of buildings or other structures or of water or land or the atmosphere
2. all injury, **Damage** or liability directly or indirectly caused by such pollution or contamination

arising from any **Polluting or Contaminating Substance**.

### **Premises**

Premises at the locations shown under Section 1 of **Your Schedule**.

### **Principal**

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

## **Proposal**

The proposal form/statement of fact **You** have completed and any other information given to **Us** by **You** or on **Your** behalf.

## **Schedule**

The Schedule forms part of **Your Policy** and contains details of which sections of cover are operative and the sums insured or limits that apply to **Your Policy**.

## **Territorial Limits (not applicable to section 1 Part B and Sections 7, 8 and 12)**

United Kingdom, Channel Islands and the Isle of Man.

## **Terrorism**

For England, Scotland and Wales: 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.

For Northern Ireland: An act including, but not limited to the use of force or violence and or 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 put the public or any section of the public in fear.

In the Channel Islands and the Isle of Man: An act of any person(s) 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 any government de jure or de facto.

## **Time Element Loss**

Business interruption, contingent business interruption or any other consequential losses.

## **Virus or Similar Mechanism**

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. The meaning of virus or similar mechanism includes but is not limited to, trojan horses, worms and logic bombs.

## **You/Your(s)**

The insured person(s) or company named in the **Schedule**.

# General conditions

These are the conditions of the cover and apply throughout **Your Policy**. There may be additional conditions under each section of cover and in any attaching endorsements.

If **You** do not meet these conditions, **We** may need to reject a claim or a claim payment could be reduced. In some circumstances **Your Policy** may not be valid.

If **You** are unsure about any of these conditions or whether **You** need to notify **Us** about any matter please contact Victor Insurance.

These apply to all sections of **Your Policy** unless otherwise stated.

In respect of cover under Section 10 – Environmental liability, **You** must comply with the additional conditions specified in that section whether or not those conditions are more or less stringent than those in the general conditions section of this **Policy**.

## Law and Jurisdiction

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary, this policy shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

## Arbitration

If **We** agree to pay **Your** claim, but **You** disagree with the amount to be paid, such difference shall be referred to an arbitrator jointly appointed by **You** and **Us** in accordance with the Arbitration Act 1996 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man. **You** may not take legal action against **Us** over this disagreement until the arbitrators have made their decision.

This condition does not apply to Sections 7 and 8.

## Cancellation

### Your Cancellation Rights

1. This **Policy** may be cancelled by **You** within fourteen (14) days of receipt of the **Policy** (this is known as the “cooling off” period). **We** will refund the full amount of premium paid by **You**. If a claim has been made or an incident notified to **Us** that could give rise to a claim during the “cooling off” period the **Policy** will be treated by **Us** as in force and no refund of premium will be made.
2. Following the “cooling off” period, this **Policy** may be cancelled by **You** by writing to **Us** or contacting **Your** insurance adviser. Such cancellation will take effect from the date that **We** or **Your** insurance adviser receives **Your** cancellation instructions.

At **Our** discretion, in the event of non-payment of premium the cancellation shall be effective ten (10) days after the date of posting. Sending written notice to **Your** last known address shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the **Period of Insurance**.

3. If **You** cancel this **Policy** anytime after the “cooling off” period, then **You** will be entitled to a proportionate refund of premium, based on the number of days remaining in the **Period of Insurance**, unless a claim has been made (or an incident notified to **Us** that could give rise to a claim) during the **Period of Insurance**, in which circumstance, should the estimated or paid claim

cost exceed the premium for the spent period, the cost of claims will be deducted from the return payable. The total amount refunded to **You** will be calculated by **Us** in accordance with the process set out above. The calculation made by **Us** will be final and binding.

4. Where **You** pay **Your** premium by instalments, any amount of premium refunded under this general condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

### Our Cancellation Rights

1. The cover provided by this **Policy** (or any section of it), shall automatically cease from the date that:
  - a) a liquidator, administrator or insolvency practitioner is appointed to administer the **Business**
  - b) the **Business** is permanently discontinued
  - c) **Your** interest ceases other than as a result of **Your** deathunless **We** agree otherwise in writing.

In addition, **We** may cancel this **Policy** (or any section of it), where there is a valid reason for doing so at any time and in any **Period of Insurance** by giving a minimum of thirty (30) days' notice to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- Non payment of any premiums due
  - a change in risk occurring which means that **We** can no longer provide **You** with insurance cover
  - non-cooperation or failure to supply information or documentation that **We** request
  - threatening or abusive behaviour or use of threatening or abusive language in **Your** dealings with **Us**
2. If **We** cancel this **Policy** then **You** will be entitled to a proportionate refund of premium, based on the number of days remaining in the **Period of Insurance**, unless a claim has been made (or an incident notified to **Us** that could give rise to a claim) during the **Period of Insurance** when no refund of premium will be made.
  3. Where **You** pay **Your** premium by instalments, any amount of premium refunded under this General Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

The total amount refunded to **You** will be calculated by **Us** in accordance with the process set out above. The calculation made by **Us** will be final and binding.

### Change in risk

**You** must tell **Us** as soon as possible of any change in circumstances of the **Business** or alteration to the risk during the **Period of Insurance** which increases the risk of injury, or **Damage**. If **You** are unsure whether a change in circumstances should be disclosed please contact **Your** Insurance Adviser who arranged this **Policy**.

If **You** do not comply with this condition, **We** retain the right to cancel the **Policy** from the date of such change or alteration.

**We** do not have to accept any request to change **Your** cover. If **We** accept any change to the cover, an increase in the premium or different terms or conditions of cover may be required by **Us**.



## Contribution

If at the time of any **Damage** or liability arising under this **Policy** there shall be any other insurance covering such **Damage** or liability or any part thereof **We** shall not be liable for more than **Our** proportional share.

## Designation

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

## Your responsibilities

**You** are responsible for the information **You** or **Your** Insurance Adviser has provided to **Us**. **You** should ensure that the information provided is, as far as **You** know, correct and complete.

If **You** have failed to give **Us** complete and accurate information, this could lead to **Us** changing the terms of **Your Policy**, refusing **Your** claim or the insurance not being valid.

**You** must, if requested, provide **Us** with all relevant information and documentation in relation to this insurance.

## The Duty of Fair Presentation

**You** have a duty to make a fair presentation of the risk which **You** wish to insure. This applies prior to the start of **Your Policy**, if any variation is required during the **Period of Insurance** and prior to each renewal. If **You** do not comply with this condition then

1. If the failure to make a fair presentation of the risk is deliberate or reckless **We** can elect to make **Your Policy** void and keep the premium. This means treating the **Policy** as if it had not existed and that **We** will not return **Your** premiums, or
2. If the failure to make a fair presentation of the risk is not deliberate or reckless and **We** would not have provided cover had **You** made a fair presentation, then **We** can elect to make **Your Policy** void and return **Your** premium or
3. If the failure to make a fair presentation of the risk is not deliberate or reckless and **We** would have issued cover on different terms had **You** made a fair presentation of the risk then **We** can:
  - a. reduce proportionately any amount paid or payable in respect of a claim under **Your Policy** using the following formula. **We** will divide the premium actually charged by the premium which **We** would have charged had **You** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
  - b. treat **Your Policy** as if it had included the different terms (other than payment of the premium) that **We** would have imposed had **You** made a fair presentation.
4. Where **We** elect to apply one of the above then
  - a. if **We** elect to make **Your Policy** void, this will be from the start of the **Policy**, or the date of variation or from the date of renewal.
  - b. **We** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the **Policy**, or the date of variation or from the date of renewal
  - c. **We** will treat the **Policy** as having different terms imposed from the start of the **Policy**, or the date of variation or from the date of renewal depending on when the failure to make a fair presentation occurs.

### **Terms not relevant to the actual loss**

Where there has been non-compliance with any term (express or implied) of this **Policy**, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- a) loss of a particular kind, and/or
- b) loss at a particular location, and/or
- c) loss at a particular time,

then **We** agree that **We** may not rely on the non-compliance to exclude, limit or discharge **Our** liability under this **Policy** if **You** show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **Fraud or dishonesty**

If **You** or anyone acting on **Your** behalf makes a fraudulent claim under **Your Policy**, including provident fraudulent information or documentation, **We** may:

- a) refuse to pay the claim;
- b) seek to recover any costs already incurred by **Us** relating to the fraudulent claim;
- c) also have the option to cancel the **Policy** from the date of the discovery of the fraud, and
- d) keep any premium paid to **Us**

This will not affect claims already made unless they too were fraudulent.

### **Premium adjustment**

If any part of the premium has been calculated on estimates, **You** shall within one month from the expiry of each **Period of Insurance** furnish such particulars and information as **We** may require and shall at **Our** request provide an auditors certificate in support of the particulars and information provided. The premium for such period shall then be adjusted. **We** shall be entitled to charge a reasonable additional premium in respect of that **Period of Insurance**.

### **Proceedings**

**You** shall not, except at **Your** own cost, negotiate, pay, settle, admit or repudiate any claim without **Our** written consent. **We** shall be entitled to undertake in **Your** name and on **Your** behalf the absolute conduct and control of any proceedings and any settlement of the same. **You** shall render to **Us** all necessary information and assistance to enable **Us** to settle or resist any claim or to institute proceedings.

### **Reasonable precautions**

**You** shall take all reasonable precautions to prevent or minimise, **Damage** to property or accident or injury.

## Reinstatement

If in the **Schedule** it is stated that basis of settlement Reinstatement applies the cost of rebuilding being the cost incurred in rebuilding the Buildings (or of restoring the damaged parts of other items specified) to a condition substantially the same as but not better or more extensive than their condition when new.

### Reinstatement of sum insured after loss (not applicable to Sections 7 to 10 and 14 of this Policy)

In the event of **Damage** the sum insured will be automatically reinstated from the date of the loss, unless written notice is given to the contrary either by **Us** or by **You**. **You** undertake to pay such necessary premiums as may be required for such reinstatement from that date.

## Sanctions

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **Your Policy** that **We** will not provide cover, or pay any claim or provide any benefit under **Your Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us, or **Our** parent, subsidiary or any group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

## Subrogation

Any claimant under this **Policy** shall at **Our** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**.

### Subrogation waiver (not applicable to Sections 7 to 10 and 13 and 14 of this Policy)

In the event of a claim **We** agree to waive any rights, remedies or relief to which **We** might have become entitled by subrogation against

1. any company standing in relation of Parent to Subsidiary (Subsidiary to Parent) to **You** as defined in the Companies Act or the Companies (N.I.) Order as appropriate at the time of the **Damage**;
2. any company which is a subsidiary of a Parent Company of which **You** are yourselves a Subsidiary, in each case within the meaning of the Companies Act or the Companies (N.I.) Order as appropriate at the time of the **Damage**.

## Third party rights

A person, persons or corporate body who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

# Claims conditions

All of the following claims conditions apply in addition to any claims conditions contained in the sections of this **Policy**.

## Claims notification

**You** must

1. as soon as practical:
  - a. give **Us** notice of any circumstances which might lead to a claim under **Your Policy**
  - b. give **Us** all the information **We** request
2. immediately:
  - a. on receipt send **Us** every letter, court order, summons or other legal document served upon **You**
  - b. tell **Us** about any prosecution, inquest or accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under **Your Policy**
  - c. notify the Police of any **Damage** that has been caused by malicious people, thieves, rioters, strikers or vandals
3. notify **Us** within 72 hours where a loss occurs due to hail **Damage** insured by this **Policy**.

## Claims procedure

1. **You** must take or allow others to take practical steps to prevent further injury, **Damage**, recover property lost and otherwise minimise the claim.
2. At **Your** expense **You** must provide **Us** with
  - a. full details in writing of any injury, **Damage** and any further information or declaration **We** may reasonably require
  - b. any assistance to enable **Us** to settle or defend a claim
  - c. details of any other relevant insurances.
3. **You** may not accept, negotiate, pay, settle, admit or repudiate any claim without **Our** written consent.
4. Following a claim **You** must allow **Us** or anyone authorised by **Us**
  - a. access to premises
  - b. to take possession of, or request delivery to **Us** of any property insured.
5. **You** may not abandon any property to **Us**.
6. **We** will be allowed complete control of any proceedings and settlement of the claim.

If **You** do not comply with this procedure **We** have the right to refuse to pay **Your** claim.

#### **Claims conditions for Section 10 – Environmental liability**

The applicable claims notification provisions for Section 10 – Environmental liability – are set out in the conditions section of Section 10. Note, in particular, that due to the claims-made-and-reported nature of Section 10, an Environmental Claim must be made against **You** and **You** must report the claim based on the Environmental Claim to the Appointed Loss Adjustor for Section 10 or **Your** insurance adviser in writing during the **Period of Insurance** or within thirty (30) days of the expiry date of **Your Policy**.

# General exclusions

These apply to all sections of **Your Policy** unless otherwise stated.

Each section or part may contain additional exclusions that apply specifically to that section or part.

## **Date recognition (not applicable to Section 1 parts B, C & D and sections 5, 6, 10 and 14)**

**We** will not cover **You** for loss, destruction or damage directly or indirectly caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date, to process data or to operate properly due to failure to recognise any given date but **We** will cover subsequent **Damage** which results from an insured peril covered by the section.

## **Diminution of value**

**We** do not cover diminution of market value beyond the cost of repair or replacement.

## **Electronic Risks**

For the purpose of this Exclusion the following definitions are amended to read:

### **Data**

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **System**.

### **System**

Computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility or other equipment or component or system or item which processes, stores, transmits or receives **Data**.

This **Policy** does not cover any **Damage, Injury**, liability or cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, arising from or in connection with:

1. **Damage** to or alteration of or the reduction in functionality, availability or operation of any **System** whether owned by **you** or not and whether tangible or intangible including any **Data** where this is caused by programming or operating error by any person, acts of malicious persons, **Virus, Hacking, Phishing, Denial of Service Attack** or failure of any external network
2. loss, reduction in functionality, alteration, modification, distortion, erasure or corruption of, or unauthorised access to, repair, replacement, restoration or reproduction of, **Data** including any amount pertaining to the value of such **Data** whether or not caused by **Hacking**
3. any misinterpretation, use or misuse of **Data**
4. unauthorised transmission of **Data** to any third party or transmission of any **Virus**
5. **Damage** to any other **Property** directly or indirectly caused by, contributed to by or arising from or in connection with a cause described in 1. 2. 3. or 4. of this exclusion but this shall not exclude accidental **Damage** to insured **property** which results from perils insured, not otherwise excluded, except for acts of malicious persons which do not involve physical force or violence.

This exclusion does not apply to Section 7 Employers liability, Section 8 Public and product liability, Section 9 Engineering breakdown and inspection, Section 10 Environmental liability and Section 14 Legal expenses.

## **Pollution or Contamination**

Applicable to Sections 1-6, 8 and 11-13

Any loss, cost, expense or liability for bodily injury loss or **Damage** directly or indirectly arising out of or resulting from **Pollution or Contamination**. This exclusion does not apply to:

- i. Section 7 where pollution or contamination consists of a sudden, identifiable, unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the period of insurance
- ii. Sections 1, 4 and 12 where **Damage** to insured property is caused by:
  - a) **Pollution or Contamination** which itself results from insured perils 1 – 14
  - b) any one of insured perils 1 or 14 which itself results from **Pollution or Contamination**
- iii. Section 10 Environmental Liability.

#### **Pressure waves**

**We** do not cover loss, destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

#### **Radioactive contamination exclusion (not applying to Section 1 parts B, C & D and sections 10, 13 and 14)**

**We** will not cover **Damage**, or any other loss or expense resulting or arising from **Damage** to any property, or any loss directly or indirectly caused by or contributed to by or arising from

1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.

#### **Terrorism and Northern Ireland exclusion (not applying to Section 1 parts C & D and Sections 10, 11, 13 and 14)**

**We** will not cover **You** for loss, **Damage**, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

1. In England, Scotland, Wales, the Channel Islands and the Isle of Man
  - a. any act of **Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - b. any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.
2. In Northern Ireland
  - a. any act of **Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - b. any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**
  - c. riot, civil commotion and (except for damage or interruption to the **Business** caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall

remain in full force and effect.

In any action, lawsuit or other proceedings or where **We** state that any loss, damage, cost or expense is not covered by the section it will be **Your** responsibility to prove that they are covered.

#### **War risk exclusion (not applying to Section 1 parts B, C & D and Sections 10 and 14)**

Any event which is the result of any of the following, or anything connected with any of the following, whether or not the event has been contributed to by any other cause or event:

- a) war, hostile or warlike action in time of peace or war (whether or not declared) including action in hindering, combating or defending against an actual, impending or expected attack;
  - i) by government or sovereign power (legal or illegal) or by any authority maintaining or using military, naval or air forces, or any other armed forces or militia, or;
  - ii) by military, naval or air forces, or any other armed forces or militia; or
  - iii) by an agent of any government, power, authority or force;
- b) any weapon of war employing nuclear or radioactive force or contamination whether in time of peace or war (whether or not declared), whether or not its discharge was accidental;
- c) insurrection, rebellion, or action taken by government authority in hindering, combating or defending against an occurrence, seizure or destruction.

#### **Communicable Disease**

For Section 10 Environmental liability

This **Policy** does not cover any liability based upon or arising out of exposure to humans or animals infected with a **Communicable Disease** or contact with bodily fluids of humans or animals infected with a **Communicable Disease**.

Applicable to sections 1 (parts A, B, D and E) 2, 3, 4, 5, 6, 12 and 13

1. Notwithstanding any provision to the contrary within this **Policy**, this **Policy** excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. Subject to the other terms, conditions and exclusions contained in this **Policy**, this **Policy** will cover physical damage to property insured and any **Time Element Loss** directly resulting therefrom where such physical damage or **Time Element Loss** is covered by this **Policy** and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, storm, earthquake, **Flood**, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation.



# Section 1 – Property and livestock

Your **Schedule** will show if this section applies.

## Definitions applying to Section 1

The definitions which apply to this section are in addition to the general definitions.

Wherever the following words appear in this section they will always have the following meanings and start with a capital letter and in bold print.

### **Agricultural Produce and Deadstock**

Agricultural Produce and farming stock including growing crops but excluding **Livestock**.

### **Animal By-products**

1. Animal bodies, parts or products of animal origin
2. hatchery waste, eggs or eggshells

excluding meal manufactured from protein originating from animals or poultry.

### **Building(s)**

The Building(s) including landlords fixtures and fittings used for agricultural or other commercial purposes (built of **Standard Construction**, unless otherwise advised to **Us**), fixed livestock pens, outbuildings, yards, car parks, drives, pavements, piping, ducting, cables, wires and associated control gear, tank and accessories on the **Premises** and extending to the public mains but only to the extent of **Your** responsibility.

This excludes glasshouses, greenhouses, polythene tunnels and temporary structures of similar construction and any structures built of **Non-Standard Construction** unless specifically noted in **Your Schedule**.

### **Closed Herd**

A herd into which no animals are introduced from an outside source.

### **Computer Equipment**

Electronic processing, communication and data storage equipment owned by **You** or for which **You** are responsible excluding

1. discs, tapes or other systems records other than hard discs; and/or
2. the cost of reinstating data.

### **Damage**

In respect of part A – Farming property excluding **Livestock** and Part E - Home

- Loss, destruction or damage.

In respect of part B – **Livestock**:

- Loss, death or **Slaughter**.

### **Dangerous Contact**

An animal which has not given a positive reaction to a **Test** but which is certified by **The Authorities** as having been in close contact with a **Reactor** and has to be **Slaughtered**.

### **Livestock**

Animal(s) or poultry described in the **Schedule** which **You** own or for which **You** are responsible.

### **Machinery and Implements**

Machinery plant and implements excluding

1. property insured elsewhere
2. mechanically self propelled implements which include All Terrain Vehicles (ATV's) and trailed implements
3. machinery let out on hire.

### **Market Value**

The cost of replacing any **Livestock** with one of comparable worth and condition.

### **Money**

Current bank notes and coins, cheques, postal orders, unused postage stamps, savings stamps and certificates, premium bonds, luncheon and gift vouchers, season tickets, travel tickets, travellers' cheques and phone cards, all held for social, domestic or charitable purposes.

### **Non-Standard Construction**

20% or more of the total **Building(s)** (floors, walls and roof combined) being built of combustible materials.

### **Open Herd**

A herd into which animals can be introduced from an outside source. The animals must be purchased exclusively from one source or supply.

### **Reactor**

An animal which has reacted positively to a **Test**.

### **Slaughter/Slaughtered**

#### **Slaughter**

1. with the consent of the **Company**; or

2. by, or on behalf of **The Authorities**; or
3. if a veterinary surgeon certifies that the animal's suffering is incurable and so excessive that immediate **Slaughter** is imperative for humane reasons.

### **Stack**

An accumulation of straw or hay bales stored in the open or within a **Building(s)**.

### **Standard Construction**

80% or more of the total **Building(s)** (floors, walls and roof combined) being built of brick, stone, steel, concrete or other non-combustible materials.

### **Territorial Limits**

In respect of Part B – **Livestock**:

Insured perils 1 to 9 and 21

1. the **Premises**; or
2. any other premises or land occupied or used by **You** in connection with the **Business** within Great Britain Northern Ireland the Channel Islands or the Isle of Man; or
3. whilst **Livestock** are being moved between 1. and 2. above.

Insured perils 15 and 16

1. the **Premises**; or
2. any other premises or land occupied or used by **You** in connection with the **Business** within Great Britain Northern Ireland the Channel Islands or the Isle of Man.

Insured perils 10 and 11

1. the **Premises**.

### **Test**

An official test arranged or authorised by **The Authorities**.

## The Authorities

The Government Department or body which governs animal health and welfare in Great Britain, Northern Ireland the Channel Islands or the Isle of Man.

## Unoccupied

Any **Building** or portion of a **Building** that is

1. no longer used for the purposes of the **Business**; or
2. untenanted; or
3. awaiting refurbishment, redevelopment renovation or demolition.

## Waste Food

1. All waste food.
2. Used cooking oil originating in restaurants, catering facilities and kitchens.

## Perils insured applying to Section 1

These apply if shown on **Your Schedule**:

The first £500 of each and every loss in respect of each separate **Premises** as ascertained after the application of any condition of average. Unless specified differently on your **schedule**.

The first £450 of each and every loss in respect of **Livestock** unless otherwise specified below or differently in your **schedule**.

1. Fire but excluding loss, destruction or damage caused by its undergoing any heating process involving the application of heat other than grain drying.
2. Spontaneous fermentation or heating.
3. Lightning.
4. Explosion including
  - a. Explosion
    - i. of boilers
    - ii. of gasused for domestic purposes only.
  - b. Explosion, excluding loss, destruction or damage
    - i. caused by or consisting of the bursting of a boiler, economiser or other vessel, machinery or apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control
    - ii. in respect of and originating in any vessel, machinery or apparatus or its contents belonging to **You** or under **Your** control which requires to be examined to comply with any Statutory Regulations, unless such vessel, machinery or apparatus shall be

the subject of a **Policy** or other contract providing the required inspection service

- iii. by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
  
- 5. Aircraft or other aerial devices or articles dropped from an aircraft, excluding loss, destruction or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
  
- 6. Subterranean fire.
  
- 7. Earthquake.
  
- 8. Riot and malicious damage including civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons excluding
  - a. loss, destruction or damage arising from confiscation, requisition or destruction by order of the government or any public authority
  - b. loss, destruction or damage arising from cessation of work
  - c. the excess stated in **Your Schedule** in respect of each separate **Premises** as ascertained after the application of any condition of average.
  
- 9. Impact – third party and own vehicles including any road, vehicle, train, animal or impact by falling trees, telegraph poles, lamp posts, wind turbines, pylons or parts of them, excluding
  - a. in respect of road vehicles or animals belonging to **You** or under **Your** control or any occupier of the **Premises** or their respective employees, the excess stated in **Your Schedule** in respect of each separate **Premises** as ascertained after the application of any condition of average
  - b. loss, destruction or damage caused by lopping pruning or felling of trees.
  
- 10. Storm or tempest, excluding
  - a. loss, destruction or damage by
    - I. the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam
    - II. inundation from the sea

whether resulting from storm or otherwise
  - b. loss, destruction or damage attributable solely to change in the water table level
  - c. loss, destruction or damage caused by frost, subsidence, ground heave or landslip
  - d. loss, destruction or damage in respect of moveable property in the open, fences and gates
  - e. loss, destruction or damage in respect of growing crops

the first £500 of each and every loss in respect of each separate **Premises** as ascertained after the application of any condition of average.
  
- 11. Flood excluding

- a. loss, destruction or damage attributable solely to change in the water table level
- b. loss, destruction or damage by frost, subsidence, ground heave or landslip
- c. loss, destruction or damage in respect of moveable property in the open, fences and gates
- d. loss, destruction or damage in respect of growing crops
- e. the excess stated in **Your Schedule** in respect of each separate **Premises** as ascertained after the application of any condition of average.

the first £500 of each and every loss in respect of each separate **Premises** as ascertained after the application of any condition of average.

12. Escape of water from any tank, apparatus or pipe excluding

- a. loss, destruction or damage by water discharged or leaking from any automatic sprinkler installation
- b. loss, destruction or damage in respect of moveable property in the open including fences and gates
- c. The excess stated in **Your Schedule** in respect of each separate **Premises** as ascertained after the application of any condition of average.

13. Escape of oil or fuel from any tank, apparatus or pipe excluding

- a. loss, destruction or damage in respect of moveable property in the open including fences and gates
- b. The excess stated in **Your Schedule** in respect of each separate **Premises** as ascertained after the application of any condition of average.

14. Escape of fertiliser tank contents from any tank, apparatus or pipe excluding

- a. loss, destruction or damage in respect of moveable property in the open including fences and gates
- b. The excess stated in **Your Schedule** in respect of each separate **Premises** as ascertained after the application of any condition of average.

15. Theft or attempted theft excluding

- a. the excess stated in **Your Schedule** as ascertained after the application of any condition of average
- b. loss, destruction or damage where possession is obtained by any fraudulent scheme, trick device or false pretence
- c. loss, destruction or damage through the infidelity or dishonesty of **You** or **Your Employees** or other persons to whom property insured may be entrusted
- d. loss, destruction or damage to growing crops or fruit on trees unless specified in **Your Schedule**
- e. loss, destruction or damage to property otherwise insured
- f. loss due to unexplained shortage or disappearance
- g. loss of **Money**.

Theft by violence or threat of violence to **You** or **Your** family or **Employees**, excluding the excess stated in **Your Schedule** as ascertained after the application of any condition of average.

16. Theft and unexplained disappearance of **Livestock** where disappearance must have been for a

period exceeding 30 days excluding the excess stated in **Your Schedule**.

17. Subsidence or ground heave or landslip of any part of the site on which the property stands excluding
- a. the excess stated in **Your Schedule** at each separate **Premises** as ascertained after the application of any condition of average
  - b. loss, destruction or damage to yards, car parks, roads, pavements, walls, gates and fences unless also affecting a **Building** insured
  - c. loss, destruction or damage caused by or consisting of
    - i. the normal settlement or bedding down of new structures
    - ii. the settlement or movement of made-up ground
    - iii. coastal or river erosion
    - iv. defective design or workmanship or the use of defective materials
    - v. fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe
  - d. loss, destruction or damage which originated prior to the inception of this cover
  - e. loss, destruction or damage resulting from
    - i. demolition, construction, structural alteration or repair of any property or
    - ii. groundwork or excavation at the **Premises**.
  - f. the first £1,000 of each and every loss.

### **Special Conditions**

In so far as this insurance relates to loss, destruction or damage caused by subsidence, ground heave or landslip, **You** shall notify **Us** as soon as is reasonably practicable **You** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site. **We** shall then have the right to vary the terms or cancel cover.

18. Accidental damage, excluding
- a. the excess stated in **Your Schedule** as ascertained after the application of any condition of average
  - b. loss, destruction or damage caused by or resulting from
    - i. wear, tear the action of light or atmosphere moths vermin insects
    - ii. any process of cleaning, dyeing, restoring, adjusting or repairing
    - iii. corrosion, dampness, dryness, wet or dry rot, marring, scratching, bruising, deterioration
    - iv. chewing, scratching, tearing or fouling by domestic pets and **Livestock**
    - v. any gradually operating cause
  - c. loss, destruction or damage to any machine or apparatus arising from mechanical electrical or electronic breakdown or derangement or from adjustment maintenance or repair
  - d. loss, destruction or damage to contact lenses
  - e. loss, destruction or damage to food, drink or plants
  - f. loss, destruction or damage specifically excluded in this section

- g. normal maintenance or repair
- h. erasure or distortion of information on **Computer Equipment** or other records
- i. any disappearance or shortage revealed only at the time of stock taking or the making of an inventory
- j. loss, destruction or damage by confiscation or detention by Customs or other officials or authorities
- k. loss, destruction or damage following dishonesty or fraudulent action by **You** or any of **Your Employees** or other persons to whom property insured may be entrusted
- l. any shortage due to error or omission
- m. loss, destruction or damage by theft or any attempted theft
- n. loss, destruction or damage by subsidence, ground heave or landslip
- o. depreciation in value
- p. loss, destruction or damage to **Livestock**.
- q. loss, destruction or damage to the building(s) or structure caused by its own collapse or cracking other than for **Damage** caused by a peril insured which is covered by this section.

19. a. Fatal injury (Straying)

Accidental injury including poisoning caused by external, violent and visible means solely and independently of any other cause, resulting from **Livestock** straying from the area in which they had been confined immediately prior to the accident. The accident must result in the death of **Livestock** (or their necessary slaughter under certificate by a duly qualified veterinary surgeon) within 30 days, but only to the extent of the **Market Value** of such **Livestock**

**We** shall not be liable for

- 1. a) loss, destruction or damage caused by fire, lightning, explosion, earthquake or subterranean fire
  - b) depreciation of any kind
- 2. a) injury to **Livestock** whilst conveyed in any vehicle or being loaded on or unloaded from any vehicle
  - b) injury to any horse occurring during or whilst preparing for racing, hunting, show jumping, gymkhanas or other competitive event.
- 3. injury to **Livestock** on **Your Premises**
- 4. injury to **Livestock** unless reasonable fencing was provided for their safety.
- 5. the excess shown on **Your Schedule**

19. b. Fatal Injury (Own **Premises**)

Accidental injury including poisoning caused by external, violent and visible means solely and independently of any other cause to **Livestock** on your **Premises**. The accident must result in the death of **Livestock** (or their necessary slaughter under certificate by a duly qualified veterinary surgeon) within 30 days, but only to the extent of the **Market Value** of such **Livestock**

**We** shall not be liable for

- 1. a) loss, destruction or damage caused by fire, lightning, explosion, earthquake or subterranean fire
  - b) depreciation of any kind
- 2. a) injury to **Livestock** whilst conveyed in any vehicle or being loaded on or unloaded from any



vehicle

b) injury to any horse occurring during or whilst preparing for racing, hunting, show jumping, gymkhanas or other competitive event.

3. the excess shown on **Your Schedule**

## 20. Transit of **Livestock**

Death, loss of or injury to **Livestock** whilst being loaded onto, carried by or unloaded from any vehicle, anywhere in the **Territorial Limits** by either

- a. fire; or
- b. accidental means; or
- c. theft

Loading starts as the animal mounts the ramp and unloading finishes as the animal leaves the ramp, any vehicle used must be constructed specifically for the safe carriage of **Livestock**.

21. Worrying of sheep by dogs, foxes or vermin, excluding worrying by **Your** own dog or dogs subject to the limit in respect of any one animal, provided that death occurs or destruction on humane grounds is necessary and is certified within 30 days from the occurrence of the worrying. **You** shall take all possible steps to discover the owner of the dog or dogs responsible for the loss and shall immediately advise **Us** of the occurrence together with all information known to **You**.

22. **Hailstorm Damage** to crops prior to harvesting, excluding loss, destruction or damage by wind and other causes and any losses occurring during the first five days from the date that cover is accepted by **Us**.

The following conditions apply

- a. This insurance covers hail damage only (excluding **Damage** by wind, water or other causes) and is granted on the understanding that the quantity of each crop herein enumerated forms the entire acreage of the crop grown by **You** unless otherwise stated at the time of making the proposal but when part only of any crop is intended to be insured each field or part of a field containing the same must be specially described by name giving the exact acreage grown. In the case of any omission or misrepresentation this insurance shall be void.
- b. Straw is not included in this insurance unless expressly named and the requisite premium paid.
- c. The **Policy** does not cover autumn sown vegetables.
- d. **You** shall make every effort to obtain the highest possible price for hail damaged crops.
- e. **You** must notify **Us** within 72 hours of sustaining hail damage.

## 23. Computer breakdown

**Damage to Computer Equipment** not recoverable under a maintenance, rental, hire or lease agreement resulting from the actual breaking, distortion or electrical burn-out of any part whilst in use arising from defects in the **Computer Equipment** causing sudden stoppage of its function and requiring its repair or replacement.

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

1. **Damage** arising from:
  - a. any test, experiment or routine inspection;
  - b. the imposition of abnormal working conditions including intentional overloading unless occurring without **Your** knowledge or consent;
24. Accidental electrocution of **Livestock** causing death (including humane destruction within 72 hours following electric shock) at the **Premises** insured.
25. **Damage to Computer Equipment** due to breakdown caused by wear and tear, inherent vice, latent defect, rot, fungus, mould, vermin (other than squirrels) or infestation, deterioration due to atmospheric or climatic conditions, rust, corrosion or depreciation in value or any gradually operating cause.

## Part A – Farming property excluding Livestock

Your Schedule will show if this part applies.

### Cover

We will pay You

1. in the event of any of the property insured in part A of the **Schedule** being lost, destroyed or damaged by any of the insured perils shown in the **Schedule**
2. the value of the property at the time of its loss or destruction or the amount of the **Damage** or at **Our** option reinstate or replace such property or any part of it.

Provided that **Our** liability under this part shall not exceed in the whole the total sum insured or in respect of any item its sum insured at the time of **Damage**.

### Clauses applying to part A – Farming property excluding Livestock

Included here are the conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may not pay a claim or a claim payment may be reduced.

#### Condition of average

If at the time of **Damage** the sum insured on any item is less than the value of the property insured, the amount **We** will pay will be reduced proportionately.

This will not apply to **Agricultural Produce or Deadstock** where the following special condition of average will apply:

If the sum at the time of any **Damage** is less than 75% of the value of the property covered within that sum insured, the amount payable by **Us** will be proportionately reduced.

#### Hay and straw stack condition

Each **Stack** must be situated more than 20 metres from any other **Stack**. **We** will not pay more than £35,000 arising from **Damage** to any one **Stack**.

#### Non invalidation

This insurance shall not be invalidated by any act or omission or by an alteration that resulted in the risk of **Damage** unknown to or beyond the control of **You** provided that immediately **You** become aware **You** shall give notice to **Us** and pay an additional premium if required.

#### Reinstatement clause

This clause is not applicable to motor vehicles and their accessories, personal effects, **Livestock**, **Agricultural Produce and Deadstock**. Subject to the following Special Conditions, **You** can choose the basis upon which the amount payable in respect of property insured is to be calculated as being the reinstatement of the property, lost destroyed or damaged.

For this purpose 'reinstatement' means

1. the rebuilding, replacement, restoration or repair of property lost or destroyed may be carried out
  - a. in any manner suitable to **Your** requirements
  - b. upon another site
2. the repair or restoration of property damaged to a condition equivalent to or substantially the same as, but not better or more extensive than its condition when new.

### Special conditions

1. **Our** liability for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.
2. If at the time of reinstatement the sum representing 85% of the cost in respect of property insured which would have been incurred in reinstating the whole of the property covered by any item subject to this memorandum exceeds its sum insured at the commencement of any **Damage**, **Our** liability 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.
3. No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
  - a. unless reinstatement commences and proceeds without unreasonable delay
  - b. until the cost of reinstatement shall have been actually incurred
  - c. if the property insured at the time of its **Damage** shall be insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement.
4. All the terms and conditions of the **Policy** shall apply
  - a. in respect of any claim payable under the provisions of this memorandum except in so far as they are varied by this memorandum
  - b. where claims are payable as if this memorandum had not been incorporated.

### Modern materials clause

It is agreed that in the event of **Damage** to **Buildings** (other than private dwelling houses) insured by this **Policy** **You** can choose the following basis of settlement in the event of a loss

1. in the event of total destruction – the cost of providing a modern **Building** with comparable facilities
2. in the event of **Damage** – the cost of repair using modern materials and for the purpose of the average clause contained within this section the value and sum insured of said **Building** shall be calculated accordingly. It being understood that **Our** liability shall not exceed the cost of replacing the said **Building** in its existing style or the sum insured whichever is the less. The amount payable in the event of **Damage** will be the cost of reinstatement or repair without deduction for wear and tear or depreciation provided that
  - a. the **Building(s)** have been maintained in a good state of repair and are not derelict or unused
  - b. reinstatement or repair shall actually take place within 12 months of the **Damage**.

### Day One clause

1. The first and annual premiums are based upon the Declared Value (sum insured shown in brackets) as stated in the **Schedule**.

Declared Value shall mean **Your** assessment of the cost of reinstatement of the Property Insured arrived at in accordance with the Reinstatement Clause at the level of costs applying at the start of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with an allowance for

- a. the additional cost to comply with
  - i. European Union Legislation
  - ii. Act of Parliament
  - iii. Bye-Laws of any Public Authority
- b. professional fees
- c. debris removal costs.

The Declared Value incorporated in each Item is stated in the **Schedule**.

2. **You** must notify **Us** of the Declared Value at the start of each **Period of Insurance**. If **You** fail to notify **Us** of the Declared Value at the start of any **Period of Insurance**, **We** will use the last Declared Value notified to **Us** plus an amount as detailed in the Index Linking clause for the following **Period of Insurance**.
3. Special conditions paragraph 2. of the Reinstatement Clause is restated as follows
  - a. if at the time of the **Damage**, the Declared Value is less than the cost of reinstatement of the Property Insured at the start of the **Period of Insurance**, **Our** liability for any **Damage** will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured.

### Index linking

**We** will adjust the sums insured (and the Declared Values where appropriate) of each item of Property Insured in line with suitable indices of costs and the premium for renewal will be based on the adjusted amounts.

### Changes in tenancy

**We** must be notified immediately of all changes in tenancy of any **Building** used for non-agricultural purposes including any **Unoccupied Building** that becomes used for non-agricultural purposes.

### Rent

The insurance on rent applies only if (any of) the **Building(s)** is unfit for occupation in consequence of **Damage** and then the amount payable shall not exceed such proportion of the sum insured on rent as the period necessary for reinstatement bears to the term of rent insured.

### Repairs and alterations

Tradesmen may be employed to effect repairs or minor alterations in all or any of the **Buildings** insured without prejudice to any of the cover provided by this **Policy**. **You** must advise **Us** if **Your Building** is not weathertight and secure as a consequence of structural works being carried out. Failure to do so may render **Your** insurance **Policy** null and void. **We** reserve the right to restrict cover or impose terms if **Your Building** is not weathertight and secure as a consequence of structural works being carried out.

#### **Unoccupied Buildings condition**

1. **You** must tell **Us** as soon as **You** become aware of any **Building** or portion of a **Building** at the **Premises** becoming **Unoccupied** and agree to pay any additional premium that **We** may require.
2. In respect of any **Unoccupied Building** or **Unoccupied** portion of a **Building** **You** must ensure that
  - a. the **Building(s)** are inspected internally and externally at least once a week by **You** or on **Your** behalf and a written record of the inspection is maintained by **You** and all defects found repaired without delay
  - b. all refuse and waste materials are removed from the interior of the **Building(s)** and removed from the **Premises** at least once a week
  - c. **You** will secure the **Premises** and put all protective, locking devices and any alarm protection in effective operation
  - d. the gas, electricity (other than power required for an intruder alarm or fire alarm system) and water supplies are turned off at the mains and all water pipes, apparatus and tanks are drained down (unless the central heating system is kept running to maintain a minimum temperature of 5 degrees centigrade) during the period 1<sup>st</sup> October to 31<sup>st</sup> March. Where sprinkler systems are installed and water supplies must be maintained, heating must be maintained at a minimum temperature of 5 degrees centigrade
  - e. **You** implement any additional protections that **We** may require within the time scale **We** specify.

### **Extensions applying to part A – Farming property excluding Livestock**

#### **Accidental damage to pipes, cables and drains**

**We** will pay for the cost of repairing accidental damage to cables, underground pipes and drains (and their inspection covers) serving the **Building** but not

- a. loss, destruction or damage which **You** are not legally responsible to repair
- b. loss, destruction or damage caused by rust corrosion or other wear and tear
- c. the excess stated in **Your Schedule** as ascertained after the application of any condition of average

#### **Directors, partners, employees, visitors and customers personal effects**

**We** will pay for **Damage** to clothing, pedal cycles, tools and instruments belonging to any director, partner, **Employee visitor and customer**. The most **We** will pay is £500 per person any one claim.

#### **Glass**

**We** will pay for **Damage** to glass (where **You** are responsible for its replacement) whether internal or external plain or ornamental including its frame or framework attached to and forming part of the

**Premises** and the cost of boarding up the **Premises** resulting from theft (within the meaning of this section) or any attempted theft but only if the glass is not otherwise insured.

It is understood that no liability in respect of **Damage** to such glass shall be insured unless the **Damage** is accompanied by and directly forms part of other **Damage** within the protection of this section except where such **Damage** to glass is accepted by a Police Authority as prima facie evidence of theft (within the meaning of this section) or any attempted theft.

#### **Fire extinguishment and security equipment expenses**

**We** will pay necessary and reasonable costs to

1. refill fire extinguishment appliances replace used sprinkler heads and refill sprinkler tanks; and
2. re-set fire and/or intruder alarms and/or closed circuit television equipment

resulting from **Damage** to the property insured under this section subject to the following

- a. that **You** maintain all such equipment in accordance with the manufacturer's instructions;
- b. **We** shall not be liable in respect of any costs recoverable from **Your** maintenance company or fire and rescue services; and
- c. **Our** liability shall not exceed £25,000 in total for all claims or series of claims, arising out of any one original cause.

#### **Locks and keys**

If Insured peril 15 Theft or attempted theft is shown on **Your Schedule** as an insured peril **We** will pay for the cost of replacing keys and locks or lock mechanisms to

1. external doors and windows of the **Building**; and
2. a safe within or an alarm protecting the **Building** following the theft or loss of the keys for an amount not exceeding £25,000 any one claim.

#### **Farming property extension**

Where the following property is insured by this part the insurance is extended to include:

1. property not belonging to **You** whilst in **Your** custody or control for which **You** are responsible
2. **Agricultural Produce and Deadstock** and **Machinery and Implements** whilst in transit
3. **Machinery and Implements** whilst temporarily removed
4. **Agricultural Produce and Deadstock** whilst temporarily removed to other **Premises** for drying, screening, dressing or storage pending sale, provided that the sum insured by the relevant item is reduced by the value of the property so removed

provided this property is not otherwise insured and the **Damage** occurs within the **Territorial Limits**.

#### **Fuel Tanks and Contents**

**Damage** to fuel tanks and their contents, not exceeding £10,000 any one claim, but excluding any

property which is more specifically insured.

### **Contracting purchaser**

If **You** have contracted to sell the **Buildings**, the purchaser shall have the full protection of this **Policy** in respect of the **Buildings**, up to the date of completion of the purchase as long as the **Buildings** are not covered by any other insurance.

### **Architects surveyors legal and consulting engineers fees**

The insurance by each item in respect of **Buildings** and **Machinery and Implements** includes an amount in respect of architects, surveyors, legal and consulting engineers fees necessarily incurred in the reinstatement or repair of the property insured consequent upon its **Damage**, but not for preparing any claim, it being understood that the amount payable under the item shall not exceed in total its sum insured.

### **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 Part A – Farming property excluding Livestock. The most **We** will pay for any one claim is £5,000. Where cover is also claimed under Part E - Home for the same event, the total amount payable over both sections will be £5,000.

### **Capital additions**

The insurance by this part shall subject to its terms and conditions extend to cover

1. any newly acquired and/or newly erected **Buildings** or **Buildings** in course of erection (excluding any property for which a building contractor is responsible) **Machinery and Implements** provided that they are not otherwise insured; and
2. alterations additions and improvements to **Buildings** and **Machinery and Implements** but not in respect of any appreciation in value anywhere in the **Territorial Limits**, provided that
  - a. at any one situation this cover shall not exceed 15% of the sum insured by **Building(s)** **Machinery and Implements**
  - b. **You** undertake to give particulars of such extension of cover as soon as practicable and to effect specific insurance for these particulars retrospective to the date of the commencement of **Our** liability.

### **Exhibitions trade shows and markets**

The insurance provided by this part is extended to include **Damage** whilst at exhibitions, trade shows and markets, which do not exceed seven days duration, anywhere in the European Union including whilst in transit. **We** will pay up to 15% of the total sum insured for all such items or £50,000 whichever is the lesser in respect of any one occurrence.

**We** will not pay if

1. **Damage** is caused by or happening through
  - a. defective or inadequate packing, insulation or labelling;



- b. evaporation or ordinary leakage;
  - c. delay;
  - d. inadequate documentation.
2. there is a shortage in weight
3. **Damage** is caused by or happening through riot, civil commotion, strikes, locked-out workers and persons taking part in a labour disturbance
4. **Damage** which
  - a. occurs outside Europe;
  - b. is not connected with the **Business**.

### **Debris removal**

The insurance provided by this part includes costs and expenses necessarily incurred by **You** with **Our** consent in

1. removing debris;
2. dismantling and/or demolishing;
3. shoring up or propping; or
4. re-erecting fitting and fixing

in respect of the portion of such property insured which is the subject of a claim under this part.

**Our** liability under this cover for any item will in no case exceed the sum insured for that item. However, **We** will pay up to £50,000 in addition to the sum insured in respect of the removal of asbestos debris. Any subsequent handling, removal, stripping out, demolition, transportation or disposal of asbestos or materials containing asbestos fibre requiring licence is carried out by qualified licensed sub-contractors on terms which indemnify **You** for liability arising out of such work. **We** will not pay for any costs or expenses

1. incurred in removing debris, except from the site of any property which is the subject of a claim under this part and the area immediately adjacent to such site; or
2. arising from pollution or contamination of property not insured by this part.

### **Contract price**

If goods sold, but not yet delivered to a customer, for which **You** remain responsible suffer **Damage** by an insured peril and the customer lawfully cancels the contract, **We** will pay the price that would have been payable under the contract.

### **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 and Deadstock**, **We** will pay for

1. the difference between the price **You** obtain for the produce; and

- a. the cost at which the produce can be replaced; or
  - b. 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 had it not been damaged, 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
2. additional expenses **You** necessarily and reasonably incur to reduce the amount lost under paragraph 1 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**.

### **Forward price**

The value of produce grown for sale by **You**, will at **Your** option be the value at the date(s) selected by **You** when such produce would have been sold had it not been damaged. If **You** exercise the option

1. **You** will inform **Us** at least 48 hours in advance of the selected date(s); and
2. no claim will be payable until the value of the produce on the selected date(s) has been ascertained.

### **Lamps, signs and nameplates**

The sum insured for each **Building(s)** item extends to include lamps signs and nameplates at the **Premises**.

The most **We** will pay in respect of any one item is £500.

**We** will not pay for **Damage** arising from

1. mechanical or electrical breakdown;
2. wear and tear;
3. corrosion or rot.

### **Mortgagees**

The act, or neglect of any mortgagor, leaseholder, lessee or occupier of any **Building** which increases the risk of **Damage**, will not prejudice the interest of a mortgagee, freeholder, or lessor in the insurance, provided that once **You** or the mortgagor, leaseholder, lessee or occupier are aware of the increased risk advise **Us** as soon as possible in writing and pay any additional premium required.

### **European Community and public authorities (including undamaged property)**

The insurance in respect of **Buildings** and **Machinery and Implements** under this part extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of

1. European Community Legislation; or

2. Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-laws of any Public Authority (referred to as 'the Stipulations') in respect of
  - a. the lost destroyed or damaged property insured under this part
  - b. undamaged portions of the property insured under this part.

#### Excluding

1. the cost incurred in complying with the stipulations
  - a. in respect of **Damage**, occurring prior to the granting of this extension
  - b. in respect of loss destruction or damage, not insured by this part
  - c. under which notice has been served upon **You**, prior to the happening of the **Damage**
  - d. for which there is an existing requirement, which has to be implemented within a given period
  - e. in respect of property entirely undamaged by any insured peril
2. the additional cost that would have been required to make good the property lost, destroyed or damaged, to a condition equal to its condition when new, had the necessity to comply with the stipulations not arisen.
3. the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner by reason of compliance with the stipulations.

#### Provided that

1. the work of reinstatement must be commenced and carried out without unreasonable delay and in any case, must be completed within twelve months after the **Damage** or within such further time as **We** may allow (during the said twelve months) and may be carried out upon another site (if the stipulations so necessitate), subject to **Our** liability under this extension not being increased.
2. **Our** liability under this section is reduced by the application of any of the terms and conditions of the **Policy**, then **Our** liability under this extension (for any such item) will be reduced proportionately.
3. The total amount recoverable under any item of this section shall not exceed its sum insured.
4. All the terms and conditions of the **Policy**, except as they are varied under this clause still apply.

#### Drains and gutters

**We** will pay up to £5,000 any one claim to clean and clear drains, sewers or gutters for which **You** are responsible following **Damage**, arising from an insured peril to property insured shown on **Your Schedule**. This is in addition to the sum insured.

#### Walls, gates and fences

**We** will pay for **Damage** to walls, gates and fences, the most **We** will pay any one claim is £5,000. The condition of average will not apply.

### **Landscaped grounds**

If as a result of **Damage** arising from an insured peril to property shown on **Your Schedule**, the emergency services **Damage** landscaped grounds at the **Premises** for which **You** are legally responsible, **We** will pay the reasonable costs and expenses of repairing or reinstating those grounds.

**We** will not pay for the failure of seeds to germinate or of trees, shrubs or turf to become established following planting or replanting.

The most **We** will pay for any one claim is £25,000. This is in addition to the sum insured.

### **Trace and access**

In the event of **Damage**, resulting from escape of water or oil, where insured by this section, **We** will pay the necessary and reasonable costs incurred with **Our** prior consent to locate the source of

1. water escaping from any fixed tank pipe or apparatus; or
2. oil escaping from any heating system;

and making good the **Damage** arising from the search for which **You** are responsible. The most **We** will pay for any one claim is £25,000. This is in addition to the sum insured.

### **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, provided that **You** take all practical steps to end the unauthorised use as soon as it is discovered.

The most **We** will pay for any one claim is £25,000. This is in addition to the sum insured.

### **Customer's goods**

Unless otherwise shown on **Your Schedule**, customer's goods are included as **Agricultural Produce and Deadstock** if **You** are responsible for **Damage** to them and they are not more specifically insured.

### **Loss of bottled gas**

**We** will pay the costs of bottled gas lost from any installations following **Damage** by any of the insured perils shown on **Your Schedule**.

### **Loss of metered water**

**We** will pay for loss of metered water, consumed as a direct result of **Damage**. The most **We** will pay for any one claim is £10,000. This is in addition to the sum insured.

**We** will also pay for loss of metered water from animal water troughs and irrigation pipes, where insured by this part in the absence of **Damage** caused by the escape. The most **We** will pay is £1,000 any one event and £2,000 in total any one **Period of Insurance**.

### **Fallen trees**

**We** will pay expenses necessary and reasonably incurred in removing own fallen trees and branches at the **Premises**.

The most **We** will pay for any one claim is £2,500 and £10,000 in total any one **Period of Insurance**. This is in addition to the sum insured.

### **Inadvertent omission**

If **You** have notified **Us** of **Your** intention to insure all property in which **You** are interested and it being **Your** belief that all such property is insured, if hereafter any such property shall be found to have been inadvertently omitted, **We** will deem it to be insured within the terms of this **Policy** subject to payment of the premium on all such property as from inception of the **Policy** or from the date of **Your** interest in such property if it is erected or purchased after the inception of this **Policy**.

Provided that

1. at any one situation **Our** liability shall not exceed £500,000;
2. **You** undertake to
  - a. give particulars of such extension of cover as soon as practicable and to pay any additional premium required; and
  - b. carry out at not less than annual intervals, a check of all properties owned by or leased to **You** or for which **You** are responsible, to ensure that effective insurance is in force;
3. following payment of such additional premium the provisions of this extension are fully reinstated; and
4. the amounts held covered under this extension are deemed to be sums insured for the purpose of average.

### **Dumping and fly tipping**

**We** will pay the cost of cleaning up and removing any materials arising out of and due to dumping or tipping on **Your** property caused by a sudden specific event outside **Your** control. The most **We** will pay for any one claim is £10,000.

**We** will not pay the first £250 of each and every claim.

### **Clean up costs (own property)**

The cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances from tanks on **Your** property, 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

1. The most **We** will pay is £25,000 per event.
2. Where indemnity is also claimed under Section 1 part E Home cover A buildings or B contents in respect of the same event the most **We** will pay over both parts will be £25,000 per event.
3. **We** will not pay the first £250 of each and every claim.

### **Contract works**

In respect of any contract works and unfixed goods and materials, introduced to the **Premises** for the

purpose of alterations or improvements, for which **You** are responsible, subject to the contract price not exceeding £250,000 for any one claim. This shall only apply where the contract works are not otherwise insured. **We** will not pay the first £250 of each and every claim.

### Hired in plant

**Your** legal liability under the terms of the hiring agreement to pay

1. for the **Damage** to the **Hired in Plant**; and
2. continuing hiring charges for **Hired in Plant** following **Damage** insured under 1 above

whilst the **Hired in Plant** is at the **Premises** or in transit (other than by sea or air) between **Premises**.

The most **We** will pay any one claim is £10,000.

The cover provided is subject to the following:

1. **We** will only pay for hired machinery, plant, tools or equipment for which a valid claim has otherwise been admitted under this part; and
2. **Our** liability in respect of each affected item shall not exceed an amount equal to its hire charges for 90 days.

**We** will not pay for

1. **Damage** caused by or arising from **Your** wilful act and/or wilful neglect; and
2. continuing hire charges in respect of tower cranes or scaffolding.

For the purposes of this cover, **Hired in Plant** shall mean equipment hired by **You** 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.

### Reinstatement of data

**We** will pay costs for which **You** are responsible to reinstate computer data or programmes which arise from:

1. **Damage to Computer Equipment** for which **We** have agreed to pay;
2. accidental or malicious erasure where **Computer Breakdown** is an insured peril.

The most **We** will pay for any one claim is £10,000.

## Exclusions applying to part A – Farming property excluding Livestock

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

1. loss, **Damage**, costs or expenses of any kind which occur as a result of **Business Interruption** under this part, except loss of rent where this is shown as insured in **Your Schedule**.
2. loss, destruction or **Damage** to any electrical plant or apparatus caused by its own over-running, short circuiting, excessive pressure or self-heating, but should such loss, destruction or damage lead to loss, destruction or damage of any other part of the plant or apparatus or other property insured then such resulting loss, destruction or damage is not excluded under this part.

3. **Damage** to any **Building** or other property if the use of the **Premises** is for illegal purposes.
4. loss, destruction or damage by theft or attempted theft caused by or in conjunction with **You** or any of **Your** partners, directors or **Employees** or any member of **Your** family or any other person lawfully at the **Premises**.

## Part B – Livestock

**Your Schedule** will show if this part applies.

### Cover

**We** will pay **You** In the event of any of the property insured in Section 1 part B of the **Schedule** being lost destroyed or damaged by any of the perils insured shown in the **Schedule**

1. the amount of such loss;
2. an amount not exceeding £750 in respect of any one animal for veterinary surgeons fees necessarily incurred as a direct result of a peril insured but not for preparing any claim.

Provided that **Our** liability under this part shall not exceed

1. in the whole the sum insured by the item
2. £3,000 any one working dog and £10,000 in respect of any other animal unless otherwise stated in **Your Schedule**.

## Clauses applying to part B – Livestock

Included here are the conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may not pay a claim or a claim payment may be reduced.

1. In the event of a claim for loss of **Livestock** **You** shall immediately arrange for
  - a. adequate attention and treatment
  - b. such veterinary evidence as **We** may require to be submitted to **Us** at **Your** own expense.
2. If any animal has to be slaughtered for humane reasons **You** must dispose of the carcass to the best advantage and any payment obtained by **You** will belong to **Us**.
3. At the start date of cover any animal shown in the **Schedule** must be in sound health and free from any injury, disability or disease unless confirmed to **Us** in writing and continuation of cover agreed by **Us**.
4. If following payment by **Us** under perils insured 15 Theft or attempted theft or 16 Unexplained disappearance the **Livestock** insured is found recovered or returned to **You** the amount of the payment made by **Us** must be repaid by **You** to **Us**.
5. **We** will not pay for the same animal under more than one of the covers insured in connection with

the same loss.

6. **We** shall be under no obligation to accept or be affected by any transfer of interest, trust assignment and the like which relates to any animal and nothing contained under this section shall give any right against **Us** to any person other than **You**.
7. If the sum insured at the time of any damage is less than 75% of the value of the **Livestock** covered within that sum insured, the amount payable by **Us** will be proportionately reduced.
8. This cover will not be invalidated by any act or omission or an alteration where the risk of **Damage** is increased unknown to or beyond **Your** control, provided that when **You** become aware of it **You** tell **Us** immediately and pay any additional premium.

## Extensions applying to part B - Livestock

### Advertising and reward costs

In respect of **Livestock** specified individually in the **Schedule**, **We** will pay for the cost of advertising the missing animal insured and for a reward that leads to its recovery.

The most **We** will pay for any one animal is £500.

### 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 bona fide disposal centre.

The most **We** will pay for any one animal is £500 or £2,500 in total any one **Period of Insurance**.

### Loss minimisation and prevention expenditure

**We** will pay **You** the costs necessarily and reasonably incurred caused by an insured peril shown as insured in the **Schedule** to prevent, reduce or mitigate

1. imminent **Damage** which would have been insured under part B; or
2. otherwise alleviating **Damage** insured under part B during and after the event of such **Damage**.

Provided that

1. the impending **Damage** was not reasonably foreseeable at the inception of the **Period of Insurance** and would be the inevitable outcome if such costs and expenses were not incurred;
2. the impending **Damage** did not arise from any defect in the property insured;
3. the impending **Damage** is not more specifically insured.

The most **We** will pay any one claim is £25,000.

### Rescue costs

**We** will pay for costs which **You** have to pay a professional rescue organisation or the Police for the



attempted rescue or recovery of an insured animal.

The most **We** will pay for any one animal is £500 or £2,500 in total any one **Period of Insurance**.

### **Worrying of livestock cover**

**We** will cover worrying of cattle, horses, pigs, goats and working dogs by dogs (excluding **Your** own dog(s)), foxes or vermin subject to the limit for any one animal. Provided that death occurs or destruction on humane grounds is necessary and is certified within 30 days from the occurrence of the worrying.

## **Exclusions applying to part B - Livestock**

**We** will not pay for

1. loss, destruction or damage to **Livestock** insured
  - a. in respect of transit for hire or reward;
  - b. where more specific insurance is in place.
2. destruction in compliance with the requirements of any Statute of any order of the Privy Council a Government Department or Local Authority.
3. castration or other surgical operation.
4. unfitness or incapacity to fulfil the functions or duties for which the animal is kept or employed.
5. loss, destruction or damage to Poultry insured arising from suffocation howsoever caused.
6. loss resulting from slaughter, carried out without **Our** consent except in cases necessitating immediate slaughter on humanitarian grounds.

## **Part C – Livestock disease**

**Your Schedule** will show if this part together with the corresponding cover applies.

### **Cover A - Anthrax**

**We** will pay **You**

1. the **Market Value** of **Livestock** immediately prior to death or **Slaughter** had it not been affected by, or exposed to anthrax; or
2. the sum insured specified in the **Schedule**

whichever is the lower.

**If Livestock**

1. dies as a direct result of anthrax; or
2. are **Slaughtered** as a result of the existence of anthrax being confirmed by **The Authorities**

within the **Territorial Limits** during the **Period of Insurance**.

## Cover B - Aujeszky's disease

### We will pay You

1. the **Market Value** of **Livestock** immediately prior to **Slaughter** had it not been affected by, or exposed to Aujeszky's disease; or
2. the sum insured specified in the **Schedule**

whichever is the lower.

If **Livestock** are **Slaughtered** within the **Territorial Limits** during the **Period of Insurance** as a result of the existence of Aujeszky's disease being confirmed by **The Authorities**.

### We will not pay You if **Livestock** have been

1. bought in the open market.
2. fed **Waste Food** or **Animal By-products**.

## Cover C - Brucellosis

### We will pay You

1. the difference between
    - a. the compensation paid, or payable, by **The Authorities**; and
    - b. the lower of
      - I. the **Market Value** of **Livestock** immediately prior to **Slaughter** had it not been affected by, or exposed to, brucellosis; or
      - II. the sum insured specified in the **Schedule**
- and
2. 25% of
    - a. the compensation paid, or payable, by **The Authorities**; or
    - b. the **Market Value** of **Livestock** immediately prior to **Slaughter** had it not been affected by, or exposed to, brucellosis; or
    - c. the sum insured specified in the **Schedule**

whichever is the lower.

If **Livestock** are **Slaughtered** within the **Territorial Limits** during the **Period of Insurance** as a result of

1. a positive reaction to a **Test** for the presence of brucellosis; or
2. being classified as a **Dangerous Contact** because of the existence of brucellosis.

### We will not pay You in respect of **Slaughter**

1. arising from any cause other than failure to pass a **Test**.
2. as a result of brucellosis which occurs within 60 days of inception.

## Cover D - Brucellosis movement restriction

### We will pay You

1. £Nil for the first 13 consecutive weeks
2. the sum insured for the next 26 consecutive weeks in excess of 1 above
3. 125% of the sum insured for the next 26 consecutive weeks in excess of 2 above.

If **The Authorities** impose a restriction on the movement of **Livestock** within the **Territorial Limits** as a result of the existence of brucellosis during the **Period of Insurance** provided that the **Premises** are within an area subject to movement restriction.

## Cover E - Enzootic bovine leucosis

### We will pay You

1. the **Market Value** of **Livestock** immediately prior to **Slaughter** had it not been affected by, or exposed to, enzootic bovine leucosis; or
2. the sum insured specified in the **Schedule**

whichever is the lower.

If **Livestock** are **Slaughtered** within the **Territorial Limits** during the **Period of Insurance** as a result of a positive reaction to a **Test** for the presence of enzootic bovine leucosis.

**We will not pay You** in respect of **Slaughter** arising from any cause other than failure to pass a **Test**.

## Cover F - Foot and mouth

**We will pay** the sum insured specified in the **Schedule** if **Livestock** are **Slaughtered** within the **Territorial Limits** during the **Period of Insurance** as a result of a positive reaction to a **Test** for the presence of foot and mouth.

**We will not pay You** in respect of **Livestock Slaughtered** under any animal health or welfare scheme where **Slaughter** is not required to prevent the spread of foot and mouth.

## Cover G - Maedi-visna

### We will pay You

1. the **Market Value** of **Livestock** immediately prior to **Slaughter** had it not been affected by, or exposed to, maedi-visna; or
2. the sum insured specified in the **Schedule**

whichever is the lower if **Livestock** are **Slaughtered** within the **Territorial Limits** during the **Period of**

**Insurance** as a result of a positive reaction to a **Test** for the presence of maedi-visna.

**We** will not pay **You** in respect of **Slaughter** arising from any cause other than failure to pass a **Test**.

## Cover H - Swine vesicular disease

**We** will pay **You** 25% of

1. the compensation paid, or payable, by **The Authorities**; or
2. the sum insured specified in the **Schedule**

whichever is the lower if **Livestock** are **Slaughtered** within the **Territorial Limits** during the **Period of Insurance** as a result of the existence of swine vesicular disease being confirmed by **The Authorities**.

**We** will not pay **You** if **Livestock** have been

1. bought in the open market
2. fed **Waste Food** or **Animal By-products**.

## Cover I - Tuberculosis

**We** will pay **You** 25% of

1. the compensation paid, or payable, by **The Authorities**; or
2. the **Market Value** of **Livestock** immediately prior to **Slaughter** had it not been affected by, or exposed to, tuberculosis; or
3. the sum insured specified in the **Schedule**

whichever is the lower if **Livestock** is **Slaughtered** within the **Territorial Limits** during the **Period of Insurance** as a result of

1. a positive reaction to a **Test** for the presence of tuberculosis; or
2. being classified as a **Dangerous Contact** because of the existence of tuberculosis.

### Condition applying to cover I - Tuberculosis

#### Frequency of routine Tests

The frequency of routine **Tests** for the presence of tuberculosis is

1. annual; or
2. biennial; or
3. triennial.

The premium charged for this cover reflects the frequency of routine **Tests** which **You** have selected.

If at the time of a claim the frequency of **Tests** exceeds that selected, the amount **We** pay will be proportionately reduced, based on the difference between the premium **You** paid and the premium which **You** should have paid.

This condition will not apply during the **Period of Insurance** in which a change in the frequency of routine **Tests** takes place.

## Cover J - Tuberculosis movement restriction

If **The Authorities** impose a restriction on the movement of **Livestock** within the **Territorial Limits** as a result of the existence of tuberculosis during the **Period of Insurance** **We** will pay **You**

1. £Nil for the first 13 consecutive weeks
2. the sum insured for the next 26 consecutive weeks in excess of 1 above
3. 125% of the sum insured for the next 26 consecutive weeks in excess of 2 above

provided that the **Premises** are within an area subject to the movement restriction.

## Exclusions applying to part C – Livestock disease

**We** will not pay **You** in respect of **Tests** to **Livestock** arising in connection with shows, sales or export.

## Part D - Mortality and infertility

**Your Schedule** will show if this part together with the corresponding cover applies.

## Cover A - Full mortality on bulls (excluding infertility)

**We** will pay **You**

1. the **Market Value** of the bull; or
2. the sum insured specified in the **Schedule**

whichever is the lower if any bull specified in the **Schedule** dies or is **Slaughtered**

1. during the **Period of Insurance**; or
2. within 30 days following the expiry of the **Period of Insurance**

as a result of

- a. an accident; or
- b. disease contracted

within the **Territorial Limits** during the **Period of Insurance**.

**We** will not pay **You** if any bull becomes permanently infertile impotent or incapable of natural service.

## Cover B - Full mortality and infertility on bulls

**We will pay You**

1. the **Market Value** of the bull or
2. the sum insured specified in the **Schedule**

whichever is the lower if any bull specified in the **Schedule**

1. dies or is **Slaughtered**; or
2. becomes permanently infertile impotent or incapable of natural service
  - a. during the **Period of Insurance**; or
  - b. within 30 days following the expiry of the **Period of Insurance**

as a result of

- I. an accident; or
- II. disease contracted

within the **Territorial Limits** during the **Period of Insurance**.

### **Cover C - Full mortality on cows (excluding parturition)**

**We will pay You**

1. the **Market Value** of the cow; or
2. the sum insured specified in the **Schedule**

whichever is the lower if any cow specified in the **Schedule** dies or is **Slaughtered**

1. during the **Period of Insurance**; or
2. within 30 days following the expiry of the **Period of Insurance**

as a result of

- a. an accident; or
- b. disease contracted

within the **Territorial Limits** during the **Period of Insurance**.

**We will not pay You** in respect of any claim arising from

1. parturition or its consequences
2. the pregnant condition of the cow.

## Cover D - Full mortality on cows (including parturition)

We will pay You

1. the **Market Value** of the cow; or
2. the sum insured specified in the **Schedule**

whichever is the lower if any cow specified in the **Schedule** dies or is **Slaughtered**

1. during the **Period of Insurance**; or
2. within 30 days following the expiry of the **Period of Insurance**

as a result of

- a. an accident; or
- b. disease contracted; or
- c. parturition; or
- d. the pregnant condition of the cow

within the **Territorial Limits** during the **Period of Insurance**.

## Cover E - Full mortality on rams (excluding infertility)

We will pay You

1. in respect of death or **Slaughter** during the months of January to August, 50% of
  - a. the **Market Value** of the ram; or
  - b. the sum insured specified in the **Schedule**

whichever is the lower

2. in respect of death or **Slaughter** during the months of September to December
  - a. the **Market Value** of the ram; or
  - b. the sum insured specified in the **Schedule**

whichever is the lower.

If any ram specified in the **Schedule** dies or is **Slaughtered**

1. during the **Period of Insurance**; or
2. within 30 days following the expiry of the **Period of Insurance**

as a result of

- a. an accident; or
- b. disease contracted

within the **Territorial Limits** during the **Period of Insurance**.

**We will not pay You** if any ram becomes permanently infertile impotent or incapable of natural service.

### **Cover F - Full mortality on working dogs (excluding infertility and parturition)**

**We will pay You**

1. the **Market Value** of the working dog; or
2. the sum insured specified in the **Schedule**

whichever is the lower if any working dog specified in the **Schedule** dies or is **Slaughtered**

1. during the **Period of Insurance**; or
2. within 30 days following the expiry of the **Period of Insurance**

as a result of

- a. an accident or
- b. disease contracted

within the **Territorial Limits** during the **Period of Insurance**.

**We will not pay You**

1. if any working dog becomes permanently infertile, impotent or incapable of natural service.
2. in respect of any claim arising from
  - a. parturition or its consequences
  - b. the pregnant condition of the working dog.

### **Cover G - Vendor's guarantee**

**We will indemnify You** in respect of **Your** legal liability for any animal specified in the **Schedule** which

1. has been sold at a public auction; and
2. is subsequently proven to be
  - a. infertile; or
  - b. incapable of getting stock.

**Your** legal liability must arise under the Breeding Warranty contained in either

1. the Breed Society's Auction Rules; or
2. the **Livestock** Auctioneers' Association Rules; or



3. any similar rules applying at the point and date of sale.

The most **We** will pay is

1. the purchase price paid, not exceeding the sum insured specified in the **Schedule**; and
2. up to £5,000 in respect of any reasonable
  - a. interest on the purchase price
  - b. cost of the keep of the animal
  - c. animal transportation costs
  - d. veterinary surgeon's fees

from the time of sale.

### **Notification**

**You** must tell **Us** immediately if any animal is or is suspected of being infertile or incapable of getting stock.

## **Clauses applying to part D – Mortality and infertility**

Included here are the conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may not pay a claim or a claim payment may be reduced.

### **Certification of death**

**You** must arrange for a veterinary surgeon to certify the cause of death, if requested by **Us** including where necessary a post-mortem examination at **Your** expense.

### **Livestock use**

**You** must not use **Livestock** for any purpose other than that specified in the **Schedule** without written agreement from **Us**.

## **Clauses applying to parts B, C and D**

Included here are the conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may not pay a claim or a claim payment may be reduced.

### **Adequate and proper attention**

If **Damage** occurs which may give rise to a claim **You** must immediately arrange for

1. adequate and proper attention to and treatment of **Livestock**
2. a veterinary surgeon's report on the condition of **Livestock**.

However, this condition does not apply to part B insured peril 15 - Theft or attempted theft when insured by this section.

### **Average**

The value of **Livestock** is specified in the **Schedule**.

If at the time of **Damage** the specified value of **Livestock** is less than 75% of the **Market Value** of **Livestock**,

**You** will

1. be responsible for the difference
2. bear a proportionate share of the loss. However, this condition does not apply to
  - a. Part C cover B - Aujeszky's Disease
  - b. Part C cover D - Brucellosis Movement Restriction
  - c. Part C cover J - Tuberculosis Movement Restriction.

#### **Basis of claim settlement**

**You** will provide **Us** with full particulars of any claim including documentation from **The Authorities**.

These particulars and documentation

1. are required before **We** will make any payment; and
2. will be used as the basis of settlement.

#### **Slaughter for humane reasons**

If **Livestock** are **Slaughtered** for humane reasons **You** must dispose of the carcass(es) to the best advantage.

Any payment which **You** obtain from the disposal of the carcass(es) will belong to **Us** and must be passed to **Us** immediately.

#### **Transfer of interest**

**We** will be under no obligation to accept or be affected by any transfer of any interest which relates to **Livestock**. Only **You** have any rights against **Us** in respect of a claim for **Damage** to **Livestock**.

#### **Vehicles and/or trailers**

If in relation to any claim **You** have failed to fulfil the following conditions, **You** will lose **Your** right to indemnity or payment for that claim.

**You** must ensure that all vehicles and/or trailers used for the transit of **Livestock** are

1. suitably constructed for that purpose
2. properly cleaned and maintained at all times.

### **Exclusions applying to parts B, C and D**

**We** will not pay **You** in respect of

1. Damage to **Livestock**

a. straying

however **We** will pay **You** if proper and adequate fencing was provided for the safety of **Livestock**

- b. in transit for hire or reward in any vehicle and/or trailer which **You** own or for which **You** are responsible
- c. insured by **You** or on **Your** behalf under a separate insurance arrangement.

- 2. Damage to horses being ridden in connection with hunting, racing, show-jumping or any competitive event.
- 3. any **Business Interruption** except where specifically stated.
- 4. **Damage** as a result of any disease insured under part C of this section which occurs within 30 days from inception of cover.

If such **Damage** occurs, the appropriate cover for that disease applicable under part C of this section will be cancelled from inception of cover and the premium applicable to that disease returned to **You**.

However, this exclusion does not apply to part C cover C - Brucellosis when insured.

- 5. **Damage** occurring outside the **Territorial Limits**.

## Part E – Home

**Your Schedule** will show if this part applies.

### Definitions applying to part E - Home

The definitions which apply to this part are in addition to the general definitions.

Wherever the following words appear in this part they will always have the following meanings and start with a capital letter and in bold print.

#### **Building(s)**

The structure of the **Home** (built mainly of brick, stone, concrete or other non-combustible materials, unless otherwise advised to **Us** ) including landlords fixtures and fittings and the following if they form part of the property – oil and gas tanks, cesspits, permanent swimming pools, tennis hard courts, walls, gates, fences, hedges, terraces, patios, drives, paths, car ports, garages, **Outbuildings** and **Caravans**.

#### **Caravans**

Static caravans, touring caravans and mobile homes.

#### **Credit Cards**

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

### **Domestic Staff**

Any person employed by **You** to carry out domestic duties in connection with the ownership or occupation of the **Home**, but not any **Home** that is let or sub let.

### **Family**

**Your** husband, wife, civil partner, children and any other person all permanently living with **You**.

### **Home**

The private residence shown in the **Schedule**, including its garages and **Outbuildings** if they form part of the property.

### **Household Contents**

Contents of the **Home** which belong to **You** or **Your Family** provided that they are used predominantly for private purposes or in connection with the accommodation of paying guests.

### **Outbuilding(s)**

Buildings which do not form part of the structure of the main building of the **Home** and are used or occupied for domestic purposes.

### **Personal Effects**

Clothes and articles of a strictly personal nature, likely to be worn, used or carried and also portable radios, portable TVs, sports equipment and pedal cycles excluding **Valuables** or **Money**.

### **Personal Possessions**

**Personal Effects, Valuables and Money.**

### **Sum Insured**

The amount of cover which represents:

In respect of Cover A Home buildings this is the full cost of rebuilding the **Building(s)** in the same form, style and condition as new, plus a reasonable amount for architects, surveyors and legal fees, debris removal costs and other costs to comply with government or local authority requirements.

In respect of **Caravans**, the market value of the property insured.

In respect of Cover B Home contents & Cover C Personal possessions this is the full cost of replacement as new, other than clothes, furs and household linen, where it shall be the current cost less an appropriate allowance for wear and tear.

### **Unoccupied**

Not having been lived in for more than 60 consecutive days or occupied by squatters or without sufficient furniture and furnishings for normal living purposes for more than 60 consecutive days.

## Valuables

Precious metals and/or precious stones and/or articles comprising of jewellery, watches, furs, photographic equipment, curios and works of art, stamp, coin, medal collections and antiques other than antique furniture.

## Cover

We will pay **You** in the event of **Damage**

1. the value of the property at the time of the **Damage** or the amount of **Damage**; or
2. at **Our** option reinstate or replace such property or any part of it.

Provided that **Our** liability shall not exceed in the whole the total sum insured or limit of liability or in respect of any item its sum insured at the time of **Damage** adjusted in accordance with the Index linking clause if applicable.

## Cover A – Home Buildings

The **Buildings** of the **Home**.

The **Caravan** if shown in **Your Schedule**.

## Cover B – Home contents

1. **Household Contents** including motorised garden implements the property of **You, Your Family** and **Domestic Staff**.
2. Radio and Television aerials including external satellite receiving equipment securely fixed to the **Building(s)** of the **Home**.
3. **Personal Effects**.
4. **Valuables**. A limit of one third of the sum insured under Cover B Home Contents applies. Within this limit the maximum **We** will pay for any one **Valuable** is 5% of the sum insured (unless otherwise stated in **Your Schedule**).
5. Deeds and other personal documents, limit any one document £5,000.
6. **Money** – limit £1,000 any one claim & credit cards £2,000 any one claim.
7. **Personal Effects of Domestic Staff** – limit 10% of the Sum Insured.
8. **Personal Effects** of visitors – limit £5,000 any one claim whilst
  - a. In the **Home**
  - b. In the open within the boundary of **Your Home** – limit £1,000 any one claim excluding **Damage to Valuables** or **Money**.
9. Computers, software and ancillary office equipment being used in connection with or for the purposes of the **Business** – limit £15,000 any one claim.

## Excluding

1. Any aircraft, boat, caravan, motor car, motorcycle or other motor vehicle, trailer or accessories in them or attached to them unless stated on **Your Schedule**.
2. Certificates of bond stock loan bills of exchange and promissory notes.
3. Animals.
4. Landlords fixtures and fittings.
5. Any part of the structure, ceiling or decorations.
6. Theft from motor vehicles.
7. Loss by deception unless it is entry to the **Home** which is gained by deception.

## Cover C - Personal Possessions

1. Luggage, **Personal Effects**, sporting guns and sports equipment.
2. Pedal cycles.
3. **Valuables**.
4. Personal **Money**.
5. Students belongings.
6. Financial loss due to the fraudulent use of a Credit Card after the card has been stolen or lost whilst
  - a. In the **Territorial Limits**.
  - b. Elsewhere in the world up to a total of 60 days in any one **Period of Insurance**.

## Basis of cover and limits of liability in respect of any one claim

1. **Money** – limit £1,000.
2. Credit Cards – limit £10,000.
3. All other **Valuables** – the sum insured stated in the **Schedule** subject to a maximum amount in respect of one item of £3,500.
4. Pedal cycles - up to a limit of £750 per cycle unless otherwise stated in **Your Schedule**.
5. Students belongings – limit £7,500.

## Excluding

1. Documents, securities, contents of the **Home**.

2. Animals.
3. Any aircraft boat caravan motorcycle or other motor vehicle trailer or accessories in them or attached to them.
4. Damage to a pedal cycle whilst it is being used for racing, pace making, taking part in speed or reliability trials or while practising for any of them.
5. Theft of any unattended pedal cycle unless situated within the boundary of the **Home** or whilst in a locked building or secured by a suitable locking device to a permanent structure.
6. Theft of pedal cycle accessories unless the pedal cycle is stolen at the same time.
7. Theft from unattended motor vehicles unless the vehicle has all points of access securely locked.
8. Unauthorised use of credit cards by anyone related to **You**.
9. Loss caused by depreciation.
10. Tents, groundsheets and other equipment used solely for camping.

## Cover D - Legal liabilities

### Liability to domestic staff – only applies if cover B - Home Contents is insured

All sums that **You** or **Your Family** become legally liable to pay as damages (including claimant's costs and expenses) for death, bodily injury or illness to **Domestic Staff** caused during the **Period of Insurance** arising out of their employment within the **Territorial Limits** but not **You** or **Your Family's** legal liability to pay damages or costs arising from bodily injury (including death) sustained by any **Domestic Staff**

1. carried in or upon a vehicle; or
2. entering or getting on to or alighting from a vehicle where such bodily injury or illness (including death) is caused by or arises out of the use by **You** or **Your Family** of a vehicle.

For the purpose of this cover the expressions 'vehicle' and 'use' have the same meaning as in the Road Traffic Act 1988 or similar or subsequent legislation.

The most **We** will pay for claims for one accident or series of accidents arising from one cause is £10,000,000 in addition to legal fees, costs and expenses incurred by **You** with **Our** written consent.

### Liability to the public – only applies if cover B - Home Contents is insured

All sums that **You** or **Your Family** become legally liable to pay as damages (including claimant's costs and expenses) occurring in respect of accidental:

1. death, bodily injury or illness of any person not an **Employee** of either **You** or **Your Family**
2. loss, destruction or damage to property not belonging to or in the custody or control of **You** or

**Your Family or Domestic Staff** and arising from:

- a. the occupation of the **Home** (but not its ownership); or
- b. the private pursuits of **You or Your Family**; or
- c. the employment by **You or Your Family** of **Domestic Staff**

but not for legal liability to pay damages or costs arising from:

1. The **Business** noted in the **Schedule** or any other business trade profession or employment other than the accommodation of paying guests
2. the transmission of any communicable disease or virus
3. the ownership, possession or use of any mechanically propelled vehicle (which includes motor cycles, children's motor cycles, children's motor cars, quad bikes and children's quad bikes) but **We** will cover liability arising from the ownership, possession or use of domestic lawn mowers, garden implements, wheelchairs and models
4. the ownership, possession or use of watercraft (which includes sailboards and windsurfers) aircraft, caravans and trailers, but **We** will cover liability arising from the ownership, possession or use of models toys any hand or foot propelled watercraft under 5 metres in length and surfboards
5. the ownership, possession or use of an animal of a dangerous species or specially controlled dog (as defined in the Animals Act 1971 or any similar legislation (including subsequent legislation) of similar intent if applicable).
6. any action for damages brought in a court outside the **Territorial Limits**.

**We** will not pay more than £5,000,000 for any one claim or series of claims arising from any one event or one source or original cause.

In addition, **We** will pay all other costs and expenses incurred with **Our** written consent in respect of any claim which **We** have accepted liability under this extension.

#### **Unrecovered damages – only applies if cover B - Home Contents is insured**

The amount of any award of damages made in **You or Your Family's** favour which:

1. is in respect of death, bodily injury or illness or loss, destruction or damage to property of such nature that **You or Your Family** would have been entitled to payment under the Liability to the Public Extension had **You or Your Family** been responsible for the injury or loss destruction or damage and
2. is made by a court within the **Territorial Limits** and
  - a. is still outstanding six months after the date on which it is made; and
  - b. is not the subject of an appeal.

**We** will not pay more than £1,000,000 in respect of any one award.

#### **Tenant's liability – only applies if cover B – Home Contents is insured and the Home is rented**

All sums that **You or Your Family** become legally liable to pay as tenant of the **Home** in respect of



1. **Damage** to the **Building(s)** by any cause specified under **Perils Insured** of this section
2. accidental damage to cables, drain inspection covers or underground drains, pipes or tanks providing a service to or from the **Home**
3. accidental breakage of
  - a. fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories, verandas
  - b. fixed ceramic hobs or hob covers
  - c. fixed sanitary ware and bathroom fittings

but not for loss destruction or damage to gates hedges or fences.

**We** will not pay more than 10% of the sum insured for property insured under Part B (Contents) for any claim or series of claims arising from any one event or one source or original cause.

#### **Defective Premises Act – only applies if cover A - Home Buildings is insured**

All sums that **You** become legally liable for under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975. This means that **We** insure **You** as owners of any **Home** which **You** occupied at the time of sale or disposal for any accident in and around that residence if the accident causes accidental bodily injury including death disease and illness to any person or accidental damage to material property

provided that

1. at the time of the incident giving rise to the liability **You** have sold the **Home** but **We** will not pay for **Damage** to the premises disposed of
2. no other policy covers the liability.

The most **We** will pay for claims for one accident or series of accidents arising from one cause is £5,000,000 plus other costs incurred with **Our** written consent.

#### **Property owners liability – only applies if cover A - Home Buildings is insured**

All sums **You** become legally liable to pay as damages and claimants costs and expenses arising out of

1. accidental bodily injury including death, disease and illness to any person

or

2. accidental damage to material property

occurring during the **Period of Insurance** and arising in connection with **Your** ownership of the **Home**.

**We** will not pay for:

1. Injury to a member of **Your Family** or to anyone in **Your** employ as **Domestic Staff** or to repair or decorate the **Home**.
2. Loss, destruction or damage to property which is owned leased let rented hired lent or entrusted to **You** or to a member of **Your Family**.

3. Injury, loss, destruction or damage arising from any business trade or profession other than owning the **Home** and the accommodation of paying guests.
4. Injury, loss, destruction or damage arising from the possession or use of motorised garden implements.
5. Injury, loss, destruction or damage arising from any agreement unless **You** would have been liable had the agreement not been made.
6. Injury, loss, destruction or damage arising from any private residence previously owned or occupied by **You**.
7. Action for damages brought in a court outside the **Territorial Limits**.

**We** will not pay more than £5,000,000 for any one claim or series of claims arising from any one event or one source or original cause.

In addition **We** will pay all other costs and expenses incurred with **Our** written consent in respect of any claim which **We** have accepted liability under this extension.

### Perils insured applicable to part E - Home

These apply if shown on **Your Schedule**.

Loss, destruction or damage to the property insured caused by:

1. Fire or smoke
2. Spontaneous fermentation or heating.
3. Lightning
4. Explosion
5. Aircraft or other aerial devices or anything dropped from them
6. Subterranean fire
7. Earthquake
8. Riot, civil commotion, labour and political disturbances and strikes, malicious damage but not in respect of malicious damage caused by:
  - a. loss, destruction or damage by a person lawfully in the **Home**
  - b. loss, destruction or damage occurring when the **Home** is **Unoccupied**
9. Impact by
  - a. vehicles
  - b. trains
  - c. animals but not loss destruction or damage caused by domestic pets

- d. falling trees or branches
  - e. falling aerials or masts
  - f. falling television satellite dishes.
10. Storm or tempest but not
- a. loss, destruction or damage by frost
  - b. loss, destruction or damage to gates, fences and hedges
11. Flood but not
- a. loss, destruction or damage by frost
  - b. loss, destruction or damage to gates, fences and hedges.
12. Escape of water from or the freezing of any fixed domestic water or heating installation and loss, destruction or damage to any fixed domestic water or heating installation caused by its own forcible and violent bursting but not
- a. loss, destruction or damage caused by wet or dry rot rust corrosion or other wear tear or deterioration
  - b. loss, destruction or damage occurring when the **Home is Unoccupied**.
13. Escape of oil from any fixed domestic oil heating installation but not
- a. loss, destruction or damage when the main building of the **Home is Unoccupied**.
14. Escape of fertiliser tank contents from any tank, apparatus or pipe excluding
- a. loss, destruction or damage in respect of moveable property in the open including fences and gates
  - b. The excess stated in **Your Schedule** in respect of each separate **Premises** as ascertained after the application of any condition of average.
15. Theft or attempted theft but not
- a. loss, destruction or damage when the main building of the **Home is Unoccupied**
  - b. loss, destruction or damage unless forcible and/or violent entry has been made if any part of the **Home** has been lent or let.
16. Theft and unexplained disappearance of **Livestock** where disappearance must have been for a period exceeding 30 days excluding the excess stated in **Your Schedule**
17. Subsidence or heave of the site on which the **Home** stands or landslip but not
- a. loss, destruction or damage to outdoor swimming pools, tennis courts, paved terraces, walls, gates, fences, patios, paths and drives unless the main building of the **Home** is damaged at the same time from the same cause
  - b. loss, destruction or damage to solid floor slabs or loss, destruction or damage resulting from their movement unless the foundations beneath the outside walls of the main building of the **Home** are damaged at the same time by the same cause

- c. loss, destruction or damage to the **Building(s)** or any part of them resulting from
    - I. construction, structural alteration, repair or demolition
    - II. groundworks or excavation
  - d. loss, destruction or damage caused by or resulting from faulty workmanship or design or the use of faulty materials
  - e. loss, destruction or damage caused by coastal or river erosion
  - f. loss, destruction or damage caused by
    - i. normal settlement or bedding down of new structures
    - ii. the settlement of made up ground or of materials brought to the site.
  - g. the first £1,000 of each and every claim
18. Accidental loss or damage but not
- a. by mechanical or electrical breakdown or failure
  - b. arising from the cost of remaking any film, disc or tape or the value of the information contained on it
  - c. caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing
  - d. by wear and tear or deterioration
  - e. by rot fungus insects or vermin
  - f. by the action of light or any atmospheric or climatic condition
  - g. by any gradually operating cause
  - h. to food, drink or plants
  - i. to computers or computer equipment by erasure or distortion of data, by accidental erasure or mislaying or misfiling of documents or records, by viruses or by contamination
  - j. arising from depreciation in value or Business Interruption
  - k. when the main building of the **Home** is **Unoccupied**
  - l. anything excluded under Perils Insured 1-15 and Extensions applying to Part E
  - m. loss, destruction or damage to the building(s) or structure caused by its own collapse or cracking other than for **Damage** caused by a peril insured which is covered by this section.

**We** will not pay the excess amount stated in **Your Schedule** for perils insured 1 to 16 and 18.

Note: If more than one **Building(s)** is insured by part D any exclusion or limitation applies separately to each **Building(s)**.

## Clauses applying to part E - Home

Included here are the conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may not pay a claim or a claim payment may be reduced.

### Basis of claims settlement

In the event of **Damage** to

1. the property insured under cover A caused by any peril insured **We** may either

- a. pay for rebuilding or repair; or
- b. make a monetary payment instead

without deduction for wear tear and depreciation but the property insured must be maintained in a good state of repair and the property be insured for the full reinstatement value

2. the property insured under covers B - Home Contents and C -Personal Possessions if repair is not possible **We** will pay the full cost of replacing the articles as new except for articles of clothing, furs and household linen where **We** will deduct an amount for wear tear and depreciation.

### Index linking

**We** will adjust the sums insured in respect of **Building(s)**, **Household Contents** and **Personal Possessions** in line with suitable indices of costs and the premium for renewal will be based on the adjusted amounts.

### Additional persons insured

Any valid claim made by **Your** legal personal representatives in the event of **Your** death.

### Interested parties

At **Your** request **We** agree to note any interest in the property shown on **Your Schedule** which **You** are required to include. In the event of **Damage** occurring which results in a claim under this **Policy You** agree to disclose the nature and extent of such interest prior to the settlement of any claim.

### Mortgagees

The act or neglect of any mortgagor or occupier of any **Building** insured under this section where the risk of **Damage** is increased without the authority or knowledge of any mortgagee shall not prejudice the interest of the latter party (or parties) in this insurance, provided they shall notify **Us** as soon as is reasonably practicable on becoming aware of such increased risk and pay additional premium if required.

### Non invalidation

This insurance shall not be invalidated by any act or omission or by an alteration where the risk of **Damage** is increased unknown to or beyond **Your** control provided **You** shall notify **Us** as soon as is reasonably practicable on becoming aware of such increased risk and pay additional premium if required.

### Repairs and alterations

Joiners and other tradesmen may be employed to effect repairs or minor alterations in all or any of the **Building(s)** insured without prejudice to the insurance provided under this **Policy You** must advise **Us** if **Your Home** is not weathertight and secure or structural works are being carried out. Failure to do so may render **Your** insurance **Policy** null and void. **We** reserve the right to restrict cover or impose terms if **Your Home** is not weathertight and secure or structural works are being carried out.

### Contracting purchaser

If **You** have contracted to sell the **Home** the purchaser shall have the full protection of **Your Policy** in respect of the **Building(s)** up to the date of completion of the purchase as long as the **Home** is not

covered by any other insurance.

### Evidence of value

**You** must provide evidence of value for any items of jewellery valued in excess of £3,500 or any other **Valuable** insured under covers B - Home Contents and C - Personal Possessions which are valued in excess of £5,000.

### Guns

All guns must be kept in either a locked cabinet or gun safe whilst not in use. **We** will not be liable for loss or damage in the event of any wilful or malicious act where this has not been observed.

### Thatched properties

**You** must ensure

1. all chimneys to stoves, boilers and open fires in **Your Home** are kept in a good state of repair and are professionally cleaned every year prior to winter use
2. if bonfires are lit or old thatch burnt by **You** it must be carried out more than 100 metres from **Your Home**
3. no naked flames or tools or equipment with naked flames are present in the attic or loft space of **Your Home** at any time
4. the uppermost termination point of any flue to be in accordance with current building regulations
5. the operation of wood burning stoves be carried out strictly in accordance with manufacturers instructions.

## Extensions applying to part E - Home

The following extensions only apply if cover A – Home Buildings is shown as Insured on Your Schedule:

### Removing nests

**We** will pay for the nests of rats, mice, cockroaches, wasps and bees to be removed from **Your Home** should all other means of eradication have proved unsuccessful.

The most **We** will pay is £2,000 any one **Period of Insurance**.

### Capital additions

The insurance by this section shall subject to its terms and conditions extend to cover

1. any newly acquired and/or newly erected **Building(s)** or **Building(s)** in course of erection (excluding any property for which a building contractor is responsible); and
2. alterations, additions and improvements to **Building(s)** and **Machinery** but not in respect of any appreciation in value anywhere in the **Territorial Limits** in so far as the same is not otherwise insured, provided that

- a. at any one situation this cover shall not exceed 25% of the sum insured by **Building(s)**
- b. **You** undertake to give particulars of such extension of cover as soon as practicable and to pay the additional premium required by **Us** from its inception date.

### **Acquired disability**

**We** will pay for essential alterations to facilitate access to **Your Home** due to a physical or mental impairment which has a substantial and long term adverse effect on **You** or a member of **Your Family** caused by illness or injury which occurred during the **Period of Insurance** to **You** or any member of **Your Family**. The most **We** will pay is £15,000.

### **Trace and access**

**We** will pay the reasonable costs necessarily incurred by **You** in locating the source and subsequent making good of loss, destruction or damage resulting from

1. the escape of water from any tank, apparatus or pipe
2. accidental damage to cables, underground pipes and drains serving the property insured
3. escape of oil from a fixed oil fired heating installation.

Provided that the maximum amount payable in any one **Period of Insurance** shall not exceed £25,000 in respect of any one Building.

### **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 **Home** without **Your** permission provided that **You** take all practical steps to end the unauthorised use as soon as it is discovered. The most **We** will pay is £25,000.

### **Breakage of glass, mirrors and sanitary fixtures**

**We** will pay the cost of repairing accidental breakage of fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories, verandas, fixed ceramic hobs or hob covers, fixed sanitary ware, mirrors and bathroom fittings in the **Home** but not

1. loss, destruction or damage which is not accidental and unforeseen
2. loss, destruction or damage when the **Home** is **Unoccupied**.
3. loss or damage to **Your** contents while they are not in the **Home**.

### **Alternative stabling**

If **Your** domestic stables cannot be used because of **Damage** insured by this section, **We** will pay the reasonable costs of alternative stabling for **Your** horses. **We** will pay these costs until **Your** stables can be used again. The most **We** will pay is reasonable costs for up to two years.

### **Loss of bottled gas**

**We** will pay the costs of bottled gas lost from any installations at the **Home** following **Damage** by any of the insured perils shown on **Your Schedule**.

### **Additional expenses**

**We** will pay necessary expenses for rebuilding or repairing the **Home** as a result of **Damage** insured by this part namely

1. architects, surveyors and legal fees
2. the cost of clearing debris from the site or demolishing or shoring up the **Home**
3. other costs to comply with government, local authority requirements or European Community requirements.

### **Pipes cables drains and gutters**

**We** will pay the cost of repairing accidental damage to cables, underground pipes, drains and gutters (and where present their inspection covers) serving the **Home** but not

1. loss, destruction or damage which **You** are not legally responsible to repair
2. loss, destruction or damage caused by rust corrosion or other wear and tear.

**The following extensions only apply if cover B- Home Contents is shown as Insured on Your Schedule:**

### **Accidental damage to home entertainment equipment**

**We** will pay for Accidental damage to television sets and their aerials, cable, satellite, digital TV receivers, television games machines, video recorders, DVD players, audio equipment, personal computers

**We** will not cover

1. video cameras and camcorders whilst away from the **Home**
2. loss, destruction or damage when the main building of the **Home** is **Unoccupied**
3. loss, destruction or damage caused by wear tear or depreciation
4. loss, destruction or damage to cartridges, cassettes, discs or tapes
5. loss, destruction or damage arising from light or atmospheric or climatic conditions
6. loss, destruction or damage arising from any process of restoring, adjusting, maintaining or repairing
7. breakdown
8. confiscation or detention.

### **Contract works**

**We** will pay for any contract works and unfixed goods and materials, introduced to the **Home** for the purpose of alterations or improvements, for which **You** are responsible, subject to the contract price not exceeding £100,000 for any one claim. This Extension shall only apply where the contract works are not



otherwise insured.

**We** will not pay the first £250 of each and every loss.

### **Horses**

**We** will pay if **Your** horse or pony is stolen or suffers injury caused by accidental and visible means which results in death or requires the animal to be put to sleep caused by any of the insured perils numbers 1 to 14 shown on **Your Schedule**. The most **We** will pay is £500.

**We** will not pay for any horse or pony kept for a business or profession.

### **Contents in Your garden**

**We** will pay for **Damage** to **Contents** in **Your** garden.

The most **We** will pay is £10,000.

### **Downloaded information**

**We** will pay the cost of replacing, retrieving or restoring **Your** or **Your Family's** lost or damaged software, personal digital data, digital music files and digital video files, and digital photographs on **Your** portable entertainment equipment and mobile phones. The most **We** will pay is £2,500.

**We** will not pay for the cost of

1. remaking a film, a tape or a disc;
2. rewriting the information contained on **Your** entertainment equipment or mobile phone; or
3. loss or distortion of information or data due to computer error or malfunction or computer virus.

**We** will not pay the first £50 of each and every claim.

### **Temporary removal extension**

**We** will pay for loss, destruction or damage to property caused by insured perils 1-16 where shown on **Your Schedule**, anywhere else in the **Territorial Limits** when temporarily removed from **Your Home** excluding

1. anything removed for sale or exhibition or to a furniture depository
2. by theft unless it involves forcible and violent entry to or exit from a building
3. from a caravan, mobile home or motor home.

The most **We** will pay is 25% of the **Contents** Sum Insured.

### **Domestic freezer and refrigerator contents**

**We** will pay for loss, destruction or damage to food in the cold chamber or any refrigerator or deep freeze cabinet which is made unfit for human consumption by an accidental breakdown causing a change in temperature and/or accidental contamination by refrigerant fumes, the refrigerator or deep freeze cabinet must be

1. in the **Home**
2. owned by **You** or **Your Family** excluding loss destruction or damage resulting from
  - a. the deliberate act of **You** or **Your Family** or any electricity supplier
  - b. strike, lock-out or industrial dispute
  - c. property more specifically insured by any other insurance.

#### **Death of an artist**

**We** 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 **Damage**. The most **We** will pay for any one piece of art is up to twice its insured replacement cost and up to £100,000 any one claim whichever is the lower.

#### **Riding tack**

**We** will pay for **Damage** to riding tack, comprising of saddles, bridles, harnesses, lead reins, halters, head collars, numnahs, rugs, blankets and other horse clothing, grooming kits and clippers, belonging to **You** or **Your Family**, whilst they are temporarily away from **Your Home**. The most **We** will pay is £250 for any single item or up to £750 in total any one **Period of Insurance**.

#### **We will not pay for Damage**

1. to personal clothing and accessories;
2. to property kept at a riding school or riding establishment;
3. caused by an excluded risk;
4. while the property is being used for racing under the rules of a governing body as a professional;
5. to property used for any business or profession;
6. caused by theft, unless force and violence has been used to get into or out of a building.

**We** will not pay the first £50 of each and every claim.

#### **Underinsurance protection**

**We** will pay up to 125% of the insured replacement cost if, at the start of the first **Period of Insurance** or any subsequent renewal, **You** have had a professional independent valuation which is no more than three years old and insured **Your Contents** at that time for at least the recommended value.

If **Your Contents** are not repaired or replaced **We** will only pay up to the insured replacement cost.

#### **Accidental damage to contents by removal contractors**

**We** will pay for accidental loss, destruction or damage to **Household Contents** up to the Sum Insured by cover B (**Contents**) whilst being removed by professional contractors from the **Home** to **Your** future address but excluding

1. the first £50 of each and every loss

2. property in storage and while in transit to and from storage for a period in excess of 5 days
3. breakage of brittle and fragile items.

### **Automatic increase in sum insured for gifts and provisions**

The sum insured by cover B – Home Contents is automatically increased for gifts and provisions

1. during the months of November and December
2. during the period 30 days before and 30 days after **Your** or a member of **Your Family's** wedding / civil partnership day.

Up to a limit of 20% of the Sum Insured in respect of this item.

### **Trees, plants, shrubs and lawns**

**We** will pay for **Damage** to trees, shrubs, plants and lawns at **Your Buildings** caused by fire, lightning, explosion, riot, malicious persons, theft, straying livestock or impact by a vehicle or aircraft. The most **We** will pay for any one tree, plant or shrub is £500 and £5,000 any one **Period of Insurance**.

**We** will not pay for **Damage** caused by **Livestock** belonging to or the responsibility of **You** or **Your Family**.

### **Capital additions**

The insurance by this section shall subject to its terms and conditions extend to cover

1. newly acquired fixtures, fittings, fitted appliances and furniture, additions and improvements, to such property but not appreciation in value; and
2. any such property newly acquired, anywhere in the **Territorial Limits** in so far as the same is not otherwise insured, provided that
  - a. in respect of all additional acquired fixtures, fittings, fitted appliances and furniture, cover shall not exceed 25% of the sum insured by **Contents**
  - b. **You** undertake to give particulars of such extension of cover as soon as practicable and to pay the additional premium required by **Us** from its inception date.

### **Hired in plant**

**Your** legal liability under the terms of the hiring agreement:

1. for the **Damage** to the **Hired in Plant**; and
2. continuing hiring charges for **Hired in Plant** following **Damage** insured under 1 above

whilst the **Hired in Plant** is at the **Premises** or in transit (other than by sea or air) between **Premises**.

The most **We** will pay any one claim is £10,000.

The cover provided is subject to the following:

1. **We** will only pay for hired machinery, plant, tools or equipment for which a valid claim has otherwise been admitted under this part; and
2. **Our** liability in respect of each affected item shall not exceed an amount equal to its hire charges for 90 days.

**We** will not pay for

1. **Damage** caused by or arising from **Your** wilful act and/or wilful neglect; and
2. continuing hire charges in respect of tower cranes or scaffolding.

For the purposes of this cover, **Hired in Plant** shall mean equipment hired by **You** 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.

**The following extensions apply if either Cover A – Home Buildings or Cover B – Home Contents is shown as Insured on Your Schedule:**

#### **Fallen trees**

**We** will pay expenses necessary and reasonably incurred in removing own fallen trees and branches at the **Home**.

The most **We** will pay for any one claim is £2,500. This is in addition to the sum insured.

#### **Landscaped grounds**

**We** will pay the reasonable costs and expenses of repairing or reinstating landscaped grounds for which **You** are legally responsible of the **Home** as a result of **Damage** insured by this part caused by the emergency services. **We** will not pay for the failure of seeds to germinate, or of trees, shrubs or turf to become established following planting or replanting. The most **We** will pay for any one claim is £25,000.

**Breakage or collapse of satellite dishes, television or radio aerials, aerial fittings, alarms or masts, lamp posts, telegraph poles, electricity pylons, poles or overhead cables serving the Home**

**We** will not cover loss or damage to the items themselves.

#### **Emergency access**

**We** will pay for accidental damage to the **Home** and **Contents** caused by forced access to deal with a medical emergency or to prevent damage to the **Home**.

#### **Loss of rent and alternative accommodation expenses**

**We** will pay the cost of

1. rent (including ground rent and management charges) **You** are legally liable to pay or to have received but have lost
2. reasonable alternative accommodation and temporary storage of **Your** furniture

3. reasonable accommodation in kennels or catteries for **Your** dogs and cats while
  - a. the **Home** is unfit to live in; or
  - b. access to the **Home** is denied

as a result of **Damage** insured by this section. The most **We** will pay is reasonable costs for up to two years in total.

#### **Loss of oil**

**We** will pay for accidental loss of oil for an amount not exceeding £10,000 in any one **Period of Insurance** but not when the **Home** is **Unoccupied**.

#### **Loss of metered water**

**We** will pay for accidental loss of metered water for an amount not exceeding £10,000 in any one **Period of Insurance** but not

1. any loss from irrigation pipes
2. when the **Home** is **Unoccupied**.

#### **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 Part E – Home. The most **We** will pay for any one claim is £5,000. Where cover is also claimed under Part A – Farming property excluding Livestock for the same event, the total amount payable over both sections will be £5,000.

#### **Locks and keys**

Following theft of or accidental loss of keys the cost of replacing keys and locks or lock mechanisms to

1. external doors and windows of the **Home**
2. a safe within or an alarm protecting the **Home**

for an amount not exceeding £25,000 any one **Period of Insurance**.

#### **Personal accident**

**We** will pay £25,000 for accidental injury, resulting in death, within the **Territorial Limits** of **You** or **Your** domestic partner as a result of

1. an accident, assault or fire in the **Home**
2. an accident whilst travelling as a passenger on a public service vehicle
3. assault in the street

**We** will also pay up to £1,000 for professional counselling if **You** or **Your** domestic partner are suffering from emotional stress as a result of an attack for which a claim is payable under 1, 2 or 3 above.

**We** will not pay where the person has reached the age of 75 before the most recent renewal of this **Policy**.

#### **Forced evacuation**

If a local authority prohibits **You** from living in **Your Home**, as a direct result of **Damage** that would be insured under this cover to a neighbouring property, **We** will pay the reasonable costs agreed by **Us** of similar accommodation for **You** or any rent **You** have to pay.

**We** will pay forced evacuation expenses for up to 30 days.

#### **Clean up costs (own property)**

**We** will pay the cost of removing, nullifying or cleaning up seeping polluting or contaminating substances from tanks on **Your** property 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** subject to

1. **Our** liability is limited to £10,000 per event
2. where indemnity is also claimed under Section 1 in respect of the same event the aggregate amount payable over both sections will be £10,000 per event
3. cover only applies in respect of tanks less than fifteen years old and which are integrally bunded in accordance with OFST100 or have a bund wall around the tank constructed of non porous engineering bricks on a concrete plinth capable of holding the full capacity of the tank plus an additional 10% spare capacity.

This insurance does not cover the first 10% of any loss subject to a minimum amount of £250 for each and every claim.

#### **Dumping and fly tipping**

**We** will pay the cost of cleaning up and removing any materials arising out of and due to dumping or tipping on **Your** property caused by a sudden specific event outside **Your** control. The most **We** will pay for any one claim is £10,000.

**We** will not pay the first £250 of each and every claim.

#### **Removing squatters**

If squatters move into **Your Home**, **We** will pay:

1. the legal costs of moving the squatters out (as long as **We** have agreed to these costs in writing); and
2. the reasonable costs agreed by **Us** of similar accommodation for **You** and **Your Family**.

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

**We** will not pay any claim involving squatters while **Your Home** is **Unoccupied**.

#### **Security upgrade following a theft**

Following **Damage** by peril insured 14 Theft or attempted theft (where shown in the **Schedule**) involving

physical criminal assault or aggravated burglary at the **Home** and as a result security upgrades are required by **Us**, **We** will pay the reasonable cost of upgrading **Your** existing **Home** alarm and physical protections. The most **We** will pay is £5,000 any one claim.

**We** will not pay the first £250 of each and every claim.

## Section 2 – Selected all risks

Your **Schedule** will show if this section applies.

### Cover

We will pay **You** for **Damage** by any cause not specifically excluded to property specified in the **Schedule** up to the limits specified in the **Schedule** anywhere in the **Territorial Limits** provided the **Damage** occurs within the **Period of Insurance**.

### Exclusions applying to Section 2

This section does not cover

1. the excess stated in **Your Schedule** and a further £50 in respect of theft claims from unattended vehicles
2. **Damage** arising from wear and tear or from any process of cleaning or restoring or adjusting or repairing
3. **Damage** arising from or attributable to the action of light or atmosphere, moths parasites or vermin
4. loss by official confiscation or detention
5. **Damage** to any electrically driven machine or apparatus directly caused by its own overrunning, short-circuiting, self-heating or by the application of excessive electrical energy or mechanical derangement not arising from external impact
6. **Damage** to any component part of any item insured in the **Schedule** while such part is removed from its normal position in the item
7. **Damage** arising from the infidelity or dishonesty of **You** or **Your Employees** or other persons to whom property insured may be entrusted
8. theft where possession is obtained by any fraudulent scheme trick device or false pretence
9. losses due to unexplained shortage or disappearance
10. **Damage** caused by failure to maintain a sufficient level of nitrogen in flasks
11. any **Business Interruption**.
12. loss, destruction or damage by theft or attempted theft caused by or in conjunction with **You** or any of **Your** partners, principals, directors or **Employees** or any member of **Your** family or any other person lawfully at the **Premises**.



## Section 3 – Deterioration of stock

Your Schedule will show if this section applies.

### Definitions applying to Section 3

The definitions which apply to this section are in addition to the general definitions.

Wherever the following words appear in this section they will always have the following meanings and start with a capital letter and in bold print.

#### **Deterioration**

Material loss, destruction or damage including deterioration, putrefaction and contamination.

#### **Estimated Selling Price**

The estimated value of the **Goods** if they had been sold in their intended market at the intended sale time had **Deterioration** not occurred.

#### **Goods**

Frozen or chilled food, stock or other temperature sensitive frozen or refrigerated goods, shown on **Your Schedule**.

#### **Unit**

Any frozen or chilled food cabinet, deep freezer, cold room or cold store **You** own or lease, to control temperature or humidity or gas concentrations.

### Cover

**We** will pay for **Deterioration** of **Goods** contained within any **Unit** at the **Premises** shown on **Your Schedule** caused by:

1. an unexpected and unforeseen rise or fall in temperature, humidity or gas concentrations in a **Unit** which results from:
  - a. **Damage** to or a fault with the refrigeration system of the Unit;
  - b. **Damage** to the permanent structure of the Unit;
  - c. accidental failure of the public electricity, gas or water supply; and/or
  - d. deliberate cut off of the public electricity, gas or water supply, where this is necessitated by an emergency of which there was no advance warning of more than 72 hours to **You**.
2. contamination of **Goods** caused by the escape of refrigerant or refrigerant fumes from the refrigeration system.

**We** will also pay for **Deterioration** of **Goods** at the **Premises** which would have been placed in the **Unit** but for the happening of events 1 or 2 above.

**We** will pay the **Estimated Selling Price**, plus the cost of any subsequent processing or packaging undertaken by **You** or on **Your** behalf less:

1. the sale price **You** actually receive; and
2. any savings **You** make as a result of the **Deterioration**. The most **We** will pay is shown on **Your Schedule**.

## Clauses applying to Section 3 – Deterioration of stock

Included here are the conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may not pay a claim or a claim payment may be reduced.

### Underinsurance

If at the time of **Deterioration** the sum insured is less than the **Estimated Selling Price** the amount **We** pay will be proportionately reduced.

### Age of appliance

If a **Unit** is more than 5 years old at the start of the **Period of Insurance** and there is no service or maintenance agreement in place by the supplier or manufacturer it must be maintained regularly by a suitably qualified refrigeration engineer.

## Extensions applying to Section 3 – Deterioration of stock

These cover extensions will apply where the loss arises during the **Period of Insurance** but only where there is no other more specific insurance in force under this or any other **Policy**.

### Avoidance of Damage

**We** will pay for the reasonable costs **You** incur to avoid or reduce **Deterioration** which would have otherwise resulted in a loss under this section, provided that

1. the impending **Deterioration** did not arise from any defect in the **Unit**, electrical installation or refrigeration system of which **You** were already aware;
2. the impending **Deterioration** did not arise from a reasonably foreseeable cause;
3. the **Deterioration** avoided would have been the natural outcome of the circumstances were it not for the measures taken; and
4. **You** satisfy **Us** that the **Deterioration** which would have occurred has been effectively reduced or avoided solely as a result of the measures taken or would have been avoided or reduced had the measures proven successful.

The most **We** will pay for any one claim is 10% of the sum insured shown on **Your Schedule** in respect of the **Unit** concerned.

### Decontamination of units

**We** will pay for the costs **You** incur for the cleaning and decontamination of **Units** following **Deterioration** insured by this section.

The most **We** will pay for any one claim is £25,000.

### Disposal of contaminated goods

**We** will pay for the costs **You** incur for the disposal of **Goods** which have been condemned as unfit by a Public Authority as a result of **Deterioration** insured by this section.

### Expediting costs

**We** will pay costs necessarily and reasonably incurred in making temporary repairs upon and/or expediting the repair, reinstatement or replacement, of any **Unit** as a result of **Damage** insured by this section. The most **We** will pay is

1. 50% of the cost of such **Damage**; or
2. £50,000

whichever is the lower.

### Repair costs investigation

**We** will pay costs relating to repair investigations and tests, following **Damage** insured by this section to any **Unit**, by consulting engineers. The most **We** will pay is £25,000 in any one **Period of Insurance**.

**We** will not pay for the costs of preparing a claim under this section.

## Exclusions applying to Section 3 – Deterioration of stock

**We** will not pay for

1. any excess shown on **Your Schedule**
2. **Deterioration** caused by or arising from
  - a. fire or fire extinguishment methods;
  - b. explosion;
  - c. lightning, earthquake, storm, flood, escape of water from any fixed pipes or installation, aircraft or other aerial devices or articles dropped from them;
  - d. subsidence or other ground movement or displacement;
  - e. theft or attempted theft;
  - f. riot, civil commotion, strikers or locked-out workers;unless arising from the failure of the public electricity, gas or water supply.
3. **Deterioration** arising from a failure or fluctuation of the public electricity, gas or water supply resulting from
  - a. a deliberate act of the supply authority unless performed for the sole purpose of safeguarding life or a part of the supply system;
  - b. any scheme of rationing unless resulting from **Damage** to the generating, supply or distribution equipment;
  - c. drought;
  - d. the inability of the supplier to maintain supply owing to industrial action.

4. **Deterioration**

- a. resulting from **Your** wilful act or neglect;
- b. caused by faulty packaging or storage;
- c. caused by wear and tear
- d. caused by the incorrect setting of thermostats or automatic control devices;
- e. arising from pollution or contamination other than pollution or contamination of **Units** which results from **Deterioration** insured by this section;
- f. to **Goods** contained within a refrigerated vehicle.

5. Any loss of trade or losses not directly associated with the **Deterioration**.

6. Unexplained disappearance, loss or shortage of **Goods** not attributable to **Deterioration** insured by this section.

7. **Business Interruption** of any description.

## Section 4 – Business interruption

**Your Schedule** will show if this section applies.

Notes:

1. To the extent that **You** are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of such tax.
2. Any adjustment implemented in current cost accounting shall be disregarded.
3. For the purpose of the following defined meanings below: **Annual Gross Revenue, Standard Gross Revenue, Annual Gross Rentals and Standard Gross Rentals, We** will make adjustments for trends in the **Business** and for variations and other circumstances affecting the **Business** either before or after the incident so that the figures represent the results which would have been obtained during the **Indemnity Period** after the incident.

### Definitions applying to Section 4 – Business interruption

The definitions which apply to this section are in addition to the general definitions.

Wherever the following words appear in this section they will always have the following meanings and start with a capital letter and in bold print.

#### **Agricultural Produce and Deadstock**

Agricultural produce and farming stock including growing crops but excluding **Livestock**.

#### **Building(s)**

The Building(s) including landlords fixtures and fittings, fixed livestock pens, outbuildings, yards, car parks, drives, pavements, piping, ducting, cables, wires and associated control gear, tank and accessories on the **Premises** and extending to the public mains but only to the extent of **Your** responsibility. This excludes glasshouses, greenhouses, polythene tunnels and temporary structures of similar construction unless specifically noted in **Your Schedule**.

#### **Business Interruption**

Loss resulting from interruption of or interference with the **Business** carried on by **You** at the **Premises** in consequence of loss or destruction of or damage to property used by **You** at the **Premises** for the purpose of the **Business**.

#### **Computer Equipment**

Electronic processing, communication and data storage equipment owned by **You** or for which **You** are responsible excluding:

1. discs, tapes or other systems records other than hard discs; and/or
2. the cost of reinstating data.

#### **Dairy**

The organisation within the United Kingdom to whom **You** are contracted to supply milk.

### **Damage**

Loss destruction of or damage to the property insured by an insured peril.

### **Machinery and Implements**

Machinery plant and implements excluding

1. property insured elsewhere
2. mechanically self propelled implements which include All Terrain Vehicles (ATV's) and trailed implements
3. machinery let out on hire.

### **Livestock**

Animals described in the **Schedule** to this section excluding breeding livestock.

### **Principals**

Any person who is an owner, partner, company director or trustee of the **Business**.

### **Customers**

All **Your** customers who obtain goods or services from **You** on a cash or credit basis.

### **Incident**

**Damage** to property used by **You** at the **Premises** for the purpose of the **Business**.

### **Indemnity Period**

The period during which the **Business** is affected starting on the date the **Incident** occurred and ending not later than the **Maximum Indemnity Period**.

### **Maximum Indemnity Period**

The number of months stated in **Your Schedule**.

### **Gross Revenue**

The money paid or payable to **You** for farming activities or any other activity specified on **Your Schedule** carried on in the course of the **Business** at the **Premises** subject to the provisions of the Uninsured Working Expenses Clause.

### **Estimated Gross Revenue**

The amount declared by **You** to **Us** as representing not less than the **Gross Revenue** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple where the **Maximum Indemnity Period** exceeds twelve months).

### **Gross Rentals**

The money paid or payable to **You** for tenancies and other charges and for services rendered in the course of the **Business** at the **Premises**.

### **Estimated Gross Rentals**

The amount declared by **You** to **Us** as representing not less than the **Gross Rentals** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple where the **Maximum Indemnity Period** exceeds twelve months).

### **Gross Profit**

The amount by which the sum of the amount of the turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amount of the opening stock and work in progress and subject to the provisions of the Uninsured Working Expenses Clause.

Note: The amounts of the opening and closing stocks (including work in progress) shall be arrived at in accordance with **Your** usual accounting methods due provision being made for depreciation.

### **Estimated Gross Profit**

The amount declared by **You** to **Us** as representing not less than the **Gross Profit** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple where the **Maximum Indemnity Period** exceeds twelve months).

### **Rate of Gross Profit**

The rate of gross profit earned on the turnover during the financial year immediately before the date of the **Incident**.

### **Annual Gross Revenue**

The **Gross Revenue** during the twelve months immediately before the date of the **Incident**.

### **Standard Gross Revenue**

The **Gross Revenue** during that period in the twelve months immediately before the date of the **Incident** which corresponds with the **Indemnity Period**.

### **Annual Gross Rentals**

The **Gross Rentals** during the twelve months immediately before the date of the **Incident**.

### **Standard Gross Rentals**

The **Gross Rentals** during that period in the twelve months immediately before the date of the **Incident** which corresponds with the **Indemnity Period**.

## Cover

We will pay You in the event of any **Building** or other property used by You at the **Premises** for the purpose of the **Business** being lost destroyed or damaged by any of the perils insured shown in Your **Schedule** and as a result the **Business** carried on by You at the **Premises** being interrupted or interfered with in respect of each item in the **Schedule** the amount of loss resulting from such interruption or interference.

Provided that:

1. At the time of the **Damage**, other than for **Damage to Agricultural Produce and Deadstock** or breeding **Livestock** used in the production of this revenue there shall be in force an insurance covering Your interest in the property at the **Premises** against that **Damage** and that
  - a. payments have been made or liability admitted under that insuranceor
  - b. payment would have been made or liability admitted but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.
2. **Our** liability under this section will not exceed
  - a. for any item the sum insured or 133.33% of the estimated **Gross Revenue** (or estimated **Gross Rentals**) at the time of the damage
  - b. the total sum insured or 133.33% of the total estimated **Gross Revenue** (or estimated **Gross Rentals**) at the time of the damage
  - c. £10,000 for any one animal in any one period of insurance.

### Basis of loss settlement

The undernoted terms of settlement apply only if the paragraph title appears in the **Schedule** to this section.

### Gross Profit/Estimated Gross Profit

The insurance under this item is limited to

1. loss of **Gross Profit** due to reduction in turnover and
2. increase in cost of working and the amount payable shall be
  - a. in respect of reduction in turnover: the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Gross Revenue** during the **Indemnity Period** shall fall short of the **Standard Gross Revenue** in consequence of the **Incident**
  - b. in respect of increase in cost of working: the additional expenditure (subject to the provisions of the Uninsured Working Expenses Clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in income which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Incident** but not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction avoided



less any sum saved during the **Indemnity Period** in respect of the charges and expenses of the **Business** payable out of **Gross Profit** as may cease or be reduced in consequence of the Incident provided that if the sum insured by the item on **Gross Profit** be less than the sum produced by applying the **Rate of Gross Profit** to the **Gross Revenue** (or to a proportionately increased multiple where the **Maximum Indemnity Period** exceeds twelve months) the amount payable shall be proportionately reduced

#### **Gross Revenue/Estimated Gross Revenue**

The insurance under this item is limited to

1. loss of **Gross Revenue** and
2. increase in cost of working and the amount payable shall be
  - a. in respect of loss of **Gross Revenue** the amount by which the **Gross Revenue** during the **Indemnity Period** shall fall short of the **Standard Gross Revenue** in consequence of the **Incident**
  - b. in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Incident** but not exceeding the amount of the reduction in **Gross Revenue** avoided
  - c. in respect of further additional expenditure beyond that recoverable under paragraph b. as **You** shall necessarily and reasonably incur during the **Indemnity Period** in consequence of the **Incident** for the sole purpose of avoiding or diminishing a reduction in **Gross Revenue** subject to a limit any one claim of £25,000.

#### **Increase in cost of working**

The insurance under this item is limited to increased cost of working and the amount payable shall be the additional expenditure necessarily and reasonably incurred by **You** in consequence of the **Incident** for the sole purpose of maintaining the **Business** during the **Indemnity Period** at a level not exceeding that immediately before the Incident.

#### **Gross Rentals/Estimated Gross Rentals**

The insurance under this item is limited to

1. loss of **Gross Rentals** and
2. increase in cost of working **We will pay You**
  - a. in respect of loss of **Gross Rentals**: the amount by which the **Gross Rentals** during the **Indemnity Period** shall fall short of the **Standard Gross Rentals** in consequence of the **Incident**
  - b. in respect of increase in cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **Gross Rentals** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Incident** but not exceeding the amount of reduction in **Gross Rentals** avoided

less any sum saved during the **Indemnity Period** in respect of the expenses and charges payable out of **Gross Rentals** as may cease or be reduced in consequence of the **Incident** provided that if the sum insured by the item on **Gross Rentals** be less than the **Annual Gross Rentals** (or a proportionately increased multiple where the **Maximum Indemnity Period** exceeds twelve months) the amount payable shall be proportionately reduced.

### **Loss on forced sale of dairy cows**

The insurance under this item is limited to loss sustained by **You** in consequence of an **Incident** at the **Premises** necessitating forced sale of dairy cows. The amount recoverable shall be the difference between the sale price and the current value within the herd but not exceeding £3,500 in respect of each animal sold nor in the aggregate the sum insured under this item. Provided that such diminution of value shall not include the value of milk which would have been produced during the **Indemnity Period**.

## **Perils insured applying to Section 4 – Business interruption**

These apply if shown on **Your Schedule**:

1. Fire but excluding **Business Interruption** caused by its undergoing any heating process involving the application of heat other than grain drying.

2. Spontaneous fermentation or heating.

3. Lightning.

4. Explosion including

a. Explosion

I. of boilers

II. of gas

used for domestic purposes only.

b. Explosion excluding **Business Interruption**

I. caused by or consisting of the bursting of a boiler, economiser or other vessel, machinery or apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control

II. in respect of and originating in any vessel, machinery or apparatus or its contents belonging to **You** or under **Your** control which requires to be examined to comply with any Statutory Regulations, unless such vessel, machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service

III. by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

5. Aircraft or other aerial devices or articles dropped from an aircraft, excluding **Business Interruption** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

6. Subterranean fire.
7. Earthquake.
8. Riot and malicious damage including civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons excluding
  - a. **Business Interruption** arising from confiscation, requisition or destruction by order of the government or any public authority
  - b. **Business Interruption** arising from cessation of work
9. Impact – third party and own vehicles including any road, vehicle, train, animal or impact by falling trees, telegraph poles, lamp posts, wind turbines, pylons or parts of them, excluding **Business Interruption**
  - a. in respect of road vehicles or animals belonging to **You** or under **Your** control or any occupier of the **Premises** or their respective employees
  - b. caused by lopping pruning or felling of trees.
10. Storm or tempest, excluding **Business Interruption**
  - a. caused by
    - I. the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam
    - II. inundation from the seawhether resulting from storm or otherwise
  - b. attributable solely to change in the water table level
  - c. caused by frost, subsidence, ground heave or landslip
  - d. in respect of moveable property in the open, fences and gates
  - e. in respect of growing crops
11. Flood excluding **Business Interruption**
  - a. attributable solely to change in the water table level
  - b. by frost, subsidence, ground heave or landslip
  - c. in respect of moveable property in the open, fences and gates
  - d. in respect of growing crops
12. Escape of water from any tank, apparatus or pipe excluding **Business Interruption**
  - a. by water discharged or leaking from any automatic sprinkler installation
  - b. in respect of moveable property in the open including fences and gates
13. Escape of oil or fuel from any tank, apparatus or pipe excluding **Business Interruption** in respect of moveable property in the open including fences and gates

14. Escape of fertiliser tank contents from any tank, apparatus or pipe excluding **Business Interruption** in respect of moveable property in the open including fences and gates
15. Theft or attempted theft excluding **Business Interruption**
- a. where possession is obtained by any fraudulent scheme, trick device or false pretence
  - b. through the infidelity or dishonesty of **You** or **Your Employees** or other persons to whom property insured may be entrusted
  - c. to growing crops or fruit on trees unless specified in **Your Schedule**
  - d. to property otherwise insured
  - e. due to unexplained shortage or disappearance
  - f. as a consequence of loss of **Money**.

Theft by violence or threat of violence to **You** or **Your** family or **Employees**.

Theft and unexplained disappearance of **Livestock** where disappearance must have been for a period exceeding 30 days excluding **Business Interruption**

16. Subsidence or ground heave or landslip of any part of the site on which the property stands excluding **Business Interruption**
- a. to yards, car parks, roads, pavements, walls, gates and fences unless also affecting a **Building** insured
  - b. caused by or consisting of
    - I. the normal settlement or bedding down of new structures
    - II. the settlement or movement of made-up ground
    - III. coastal or river erosion
    - IV. defective design or workmanship or the use of defective materials
    - V. fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe
  - c. which originated prior to the inception of this cover
  - d. resulting from
    - I. demolition, construction, structural alteration or repair of any property or
    - II. groundwork or excavation at the **Premises**.

#### **Special Conditions**

In so far as this insurance relates to **Business Interruption** caused by subsidence, ground heave or landslip, **You** shall notify **Us** as soon as is reasonably practicable **You** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site. **We** shall then have the right to vary the terms or cancel cover.

18. Accidental damage, excluding **Business Interruption**
- a. caused by or resulting from
    - I. wear, tear the action of light or atmosphere moths vermin insects

- II. any process of cleaning, dyeing, restoring, adjusting or repairing
- III. corrosion, dampness, dryness, wet or dry rot, marring, scratching, bruising, deterioration
- IV. chewing, scratching, tearing or fouling by domestic pets and **Livestock**
- V. any gradually operating cause

- b. to any machine or apparatus arising from mechanical electrical or electronic breakdown or derangement or from adjustment maintenance or repair
- c. to contact lenses
- d. to food, drink or plants
- e. specifically excluded in this section
- f. from normal maintenance or repair
- g. erasure or distortion of information on **Computer Equipment** or other records
- h. any disappearance or shortage revealed only at the time of stock taking or the making of an inventory
- i. by confiscation or detention by Customs or other officials or authorities
- j. following dishonesty or fraudulent action by **You** or any of **Your Employees** or other persons to whom property insured may be entrusted
- k. any shortage due to error or omission
- l. by theft or any attempted theft
- m. by subsidence, ground heave or landslip
- n. depreciation in value
- o. to **Livestock**.

19. a. Fatal injury (Straying)

Accidental injury including poisoning caused by external, violent and visible means solely and independently of any other cause, resulting from **Livestock** straying from the area in which they had been confined immediately prior to the accident. The accident must result in the death of **Livestock** (or their necessary slaughter under certificate by a duly qualified veterinary surgeon) within 30 days, but only to the extent of the **Market Value** of such **Livestock**

**We shall not be liable for Business Interruption**

- 1. a) caused by fire, lightning, explosion, earthquake or subterranean fire
  - b) depreciation of any kind
- 2. a) injury to **Livestock** whilst conveyed in any vehicle or being loaded on or unloaded from any vehicle
  - b) injury to any horse occurring during or whilst preparing for racing, hunting, show jumping, gymkhanas or other competitive event.
- 3. arising from injury to **Livestock** on **Your Premises**
- 4. arising from injury to **Livestock** unless reasonable fencing was provided for their safety.

19.b Fatal Injury (Own **Premises**)

Accidental injury including poisoning caused by external, violent and visible means solely and independently of any other cause to **Livestock** on your **Premises**. The accident must result in the death of **Livestock** (or their necessary slaughter under certificate by a duly qualified veterinary surgeon) within 30 days, but only to the extent of the **Market Value** of such **Livestock**

**We** shall not be liable for

1. a) **Business Interruption** caused by fire, lightning, explosion, earthquake or subterranean fire  
b) depreciation of any kind
  2. a) injury to **Livestock** whilst conveyed in any vehicle or being loaded on or unloaded from any vehicle  
b) injury to any horse occurring during or whilst preparing for racing, hunting, show jumping, gymkhanas or other competitive event.
20. Transit of Livestock

- Business Interruption** caused by death, loss of or injury to **Livestock** whilst being loaded onto, carried by or unloaded from any vehicle, anywhere in the **Territorial Limits** by either
- a. fire; or
  - b. accidental means; or
  - c. theft

Loading starts as the animal mounts the ramp and unloading finishes as the animal leaves the ramp, any vehicle used must be constructed specifically for the safe carriage of **Livestock**.

21. **Business Interruption** caused by worrying of sheep by dogs, foxes or vermin, excluding worrying by **Your** own dog or dogs subject to the limit in respect of any one animal, provided that death occurs or destruction on humane grounds is necessary and is certified within 30 days from the occurrence of the worrying. **You** shall take all possible steps to discover the owner of the dog or dogs responsible for the loss and shall immediately advise **Us** of the occurrence together with all information known to **You**.
22. Accidental electrocution of **Livestock** causing death (including humane destruction within 72 hours following electric shock) at the **Premises** insured.

## Clauses applying to Section 4 – Business interruption

Included here are the conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may not pay a claim or a claim payment may be reduced.

### Additional claims condition

1. In the event of a claim for loss of **Livestock** **You** shall immediately arrange for
  - a. adequate attention and treatment
  - b. such veterinary evidence as **We** may require to be submitted to **Us** at **Your** own expense.
2. If any animal has to be slaughtered for humane reasons **You** must dispose of the carcass to the best advantage and any payment obtained by **You** will belong to **Us**.
3. At the start date of cover any animal shown in the **Schedule** must be in sound health and free from any injury, disability or disease unless confirmed to **Us** in writing and continuation of cover agreed by **Us**.

4. If following payment by **Us** under perils insured 15 Theft or attempted theft or 16 Unexplained disappearance the **Livestock** insured is found recovered or returned to **You** the amount of the payment made by **Us** must be repaid by **You** to **Us**.
5. **We** will not pay for the same animal under more than one of the covers insured in connection with the same loss.
6. **We** shall be under no obligation to accept or be affected by any transfer of interest trust assignment and the like which relates to any animal and nothing contained under this section shall give any right against **Us** to any person other than **You**.

#### **Hay and straw stack condition**

Each stack must be situated more than 20 metres from any other stack. **We** will not pay more than £35,000 of **Business Interruption** arising from **Damage** to any one stack.

#### **Payments on account**

Payments on account may be made to **You** monthly during the **Indemnity Period** if desired.

#### **Accumulated stocks**

In calculating **Your** loss **We** will take into account and make an equitable allowance where any reduction in turnover is reduced or postponed by the sale or supply of accumulated stocks of raw materials work in progress or finished goods.

#### **Cessation of trading**

**We** will not pay if the **Business** is permanently discontinued wound up or carried on by a liquidator or receiver unless **We** have agreed in writing to do so.

#### **Departmental accounts**

If the **Business** is conducted in departments and the individual trading results of each department are ascertainable the provisions of this cover in respect of **Annual Gross Revenue**, **Standard Gross Revenue**, **Annual Gross Rentals** and **Standard Gross Rentals** will apply separately to each department affected by the **Damage**.

#### **New business clause**

For the purpose of any claim arising from an **Incident** occurring before the completion of the first years trading of the **Business** at the **Premises** the terms **Annual Gross Revenue**, **Standard Gross Revenue**, **Annual Gross Rentals** and **Standard Gross Rentals** shall bear the following meanings and not as within stated.

#### **Uninsured working expenses**

If any working expenses of the **Business** be not insured by this section (having been deducted in arriving at the **Gross Profit** or **Gross Revenue** as defined herein) then in computing the amount recoverable hereunder as an increase in cost of working that proportion only of any additional expenditure shall be brought into account which the **Gross Profit** or **Gross Revenue** (whichever is applicable) bears to the sum of the **Gross Profit** or **Gross Revenue** (whichever is appropriate) and the uninsured working

expenses.

## Extensions applying to Section 4 – Business interruption

### Bomb scares

**We** will pay **You** for interruption of or interference with the **Business** resulting from the suspected or actual presence of an incendiary or explosive device on or within a 1mile radius of **Your Premises**

**We** will not cover

1. any incident involving interference or interruption with the **Business** that is less than 48 hours

2. any period other than the actual period of prevention or hindrance of access to **Your Premises**

This cover will apply for a maximum period of 12 weeks in any one **Period of Insurance** beginning with the occurrence of the loss, during which the results of the **Business** are affected as a result of the interruption or interference.

The most **We** will pay for this cover in total during any one **Period of Insurance** is the lower of either £50,000 or 25% of the annual figure on which the Business interruption section sum insured is based irrespective of the number of premises insured.

The 'Reinstatement of sum insured after loss condition' referred to in the General Conditions section shall not apply in respect of this cover.

Proviso 1 of the Cover clause to this section does not apply to this extension.

### Public emergency

**We** will pay **You** for any loss insured by this section resulting from interruption of or interference with the **Business** where access to, exit from or use of **Your Premises** is impaired, prevented or restricted for more than 12 consecutive hours arising directly from

1. the compulsory actions taken by the police, competent authority or any other statutory authority in response to an emergency incident occurring at **Your Premises** or within a 1mile radius of **Your Premises**
2. the unlawful occupation of **Your Premises** by third parties

Provided that

- a. **Our** liability for any one claim and in any one **Period of Insurance** will not exceed the lower of either the maximum indemnity period of 12 weeks or £25,000 or 25% of the annual figure on which **Your** sum insured is based irrespective of the number of premises insured or incidents, during which the results of **Your Business** are affected.
- b. The Reinstatement of sum insured after loss condition referred to in the General Conditions section will not apply in respect of this cover.

**We** will not indemnify **You** where access to, exit from or use of **Your Premises** is impaired, prevented or restricted as a result of

1. physical damage to property at **Your Premises** or elsewhere
2. strikes, picketing, labour disturbances or trade disputes
3. the condition of or the **Business** conducted within **Your Premises** or any other premises owned or occupied by **You**



4. murder, suicide, illness, disease or pathogens capable of causing disease or illness or any other hazards to health
5. actions where **You** have been given prior notice
6. any advice given or actions taken in controlling, preventing or suppressing the spread of any disease or illness
7. any change in law or the enactment of new legislation (including statutory regulations).

For the purposes of the cover provided under this extension any references to **Damage** within the meaning of the defined terms, the basis of settlement provisions, section or general exclusions and conditions shall be read as if they were references to the prevention, impairment or restriction of access.  
Proviso 1 of the Cover clause to this section does not apply to this extension.

### **Exhibition expenses**

**We** will pay for **Your** irrecoverable expenses in respect of any trade exhibition in the **Territorial Limits** following **Damage** from an insured peril occurring during the **Period of Insurance**

1. at the exhibition venue; or
2. to **Your** property for use in connection with the exhibition whilst at the **Premises** or whilst in transit by road rail or inland waterway.

Provided that

1. in the event of the exhibition not being held (or **You** are unable to exhibit at all) in consequence of the **Damage** the amount payable shall be limited to the irrecoverable expenses that **You** have paid or are liable to pay in respect of the exhibition;
2. if the exhibition does not run (or **You** are unable to exhibit) for the intended period in consequence of the **Damage** the amount payable shall be the loss calculated in accordance with provision 1 above adjusted for the period that **You** could not exhibit.

The most **We** will pay in respect of any one **Period of Insurance** is £25,000.

### **Farming and growing work for Your neighbour**

**We** will pay for loss resulting from interruption to or interference with the **Business** at the **Premises** in consequence of **Damage** by an insured peril to property **You** use for farming and growing activities undertaken without monetary reward other than for remuneration of expenses directly incurred for **Your** neighbour.

### **Lottery**

**We** will pay for loss resulting from interruption to or interference with the **Business** at the **Premises** in consequence of an **Employee** leaving **Your** employment as a direct result of winning the UK National Lottery (including scratch cards) or Euro Lottery. The most **We** will pay for any one claim is £100,000.

### **Murder, Suicide or Disease**

**We** will pay **You** for any loss insured by this section during the **Period of Insurance** resulting from

interruption of or interference with the **Business** conducted by **You** at the **Premises** as a result of

1. the occurrence of any of the following specified human infectious or specified human contagious diseases

Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chicken Pox, Diphtheria, Dysentery caused by Shigella, Legionellosis, Legionnaires' Disease, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid fever, Bubonic, Septicemic and Pneumonic Plague, Rabies, Rubella, Tetanus, Tuberculosis, Typhoid Fever, Whooping Cough, Yellow Fever

manifested by any person whilst at the **Premises** which directly results in the compulsory closing of the whole or part of the **Premises** by order of a public authority authorised to prevent or restrict access to the **Premises**

2. murder or suicide at the **Premises**
3. bodily injury (excluding illness, disease and psychiatric injury) or bacterial food poisoning sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the **Premises**
4. the discovery of vermin or pests in the **Building(s)** at the **Premises** that prevents the use of or part use of **Your Building(s)** by order of a public authority
5. the compulsory closing of the whole or part of the **Premises** by order of a public authority as a result of an accident causing a defect in the drains, toilets or sinks at the **Premises**.

**We** will not indemnify **You** for:

- a. any costs incurred in the cleaning, repair, replacement, recall or checking of the property insured;
- b. any loss to the extent that it would have been caused in any event by disease occurring in a wider geographical area extending beyond the **Premises**, or by vermin or pests being discovered in a wider geographical area beyond the **Building(s)** at the **Premises**
- c. any incident involving interference or interruption with the Business that is less than 12 consecutive hours.

Any Disease or Coronavirus exclusion shall apply to this Murder, Suicide or Disease extension of cover, except that **Communicable Disease** shall not include the specified human infectious or specified human contagious diseases listed under clause 1 of this cover, the pathogens which cause them, or bacterial food poisoning, provided that such diseases listed under clause 1 have not been declared by the World Health Organisation to be a public health emergency of international concern or a pandemic

The insurance provided by this cover shall not exceed 12 weeks in any one **Period of Insurance** during which time the results of the **Business** are affected as a result of the incident, commencing from the date of

- i. the compulsory closing of the whole or part of the **Premises** (in relation to clauses 1 and 5 of this cover)
- ii. the discovery of murder or suicide (in relation to clause 2 of this cover)
- iii. the occurrence of injury or illness (in relation to clause 3 of this cover) or, where there is a series of related injuries or illness, the first occurrence of injury or illness in that series
- iv. the order of the public authority (in relation to clause 4 of this cover).

**Our** liability will not exceed the lower of either the maximum indemnity period of 12 weeks or £25,000 or 25% of the annual figure on which **Your** sum insured is based in any one **Period of Insurance**, irrespective of the number of premises insured or incidents.

Clause J Automatic Reinstatement referred to in this section will not apply in respect of this cover. Proviso 1 of the Cover clause to this section does not apply to this extension.

### **Cattle passports**

**We** will also pay for **Business Interruption** following **Damage** to cattle passports. The most **We** will pay for any one claim is £100,000.

### Prevention of access

The following definition of Insured Perils highlighted in bold print will have the same meaning wherever it is used in this Prevention of Access extension of cover.

### Insured Perils

Means fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, storm, **Flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

**We** will pay **You** for any loss insured by this section resulting from interruption of or interference with **Your Business** as a result of accidental **Damage** by the **Insured Perils** to property within a 1 mile radius of **Your Premises** which prevents or hinders the use of **Your Premises** or access to it, regardless of whether **Your Premises** is damaged or not  
Provided that

1. these **Insured Perils** are covered under Section 1 Property and livestock of this **Policy** in respect of **Your Premises**
2. the insurance provided by this cover shall only apply for the period starting with the prevention of access or hinderance of use and ending after 12 weeks in total in any one **Period of Insurance**, irrespective of the number of incidents or **Premises** insured, during which time the results of **Your Business** are affected
3. **Our** liability for any one claim and in any one **Period of Insurance** is the lower of either 25% of the annual sum insured or £1,000,000, irrespective of the number of premises insured.

The 'Reinstatement of sum insured after loss condition' referred to in the General Conditions section shall not apply in respect of this cover.

Any adjustments for trends in the **Business** referred in 3. Notes of this section shall apply to this cover.

**We** will not indemnify **You** where access to **Your Premises** is restricted or hindered as a result of

- a. any loss, destruction or damage to property from which **You** obtain electricity, gas, water or telecommunications services which prevent or hinder the supply of these services
- b. any incident involving interference or interruption with the **Business** that is less than 12 consecutive hours.

### 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 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 to **You** the reasonable charges payable by **You** to **Your** professional accountants for producing such particulars or details or any other proofs, information or evidence as **We** may require reporting that such particulars or details are in accordance with **Your** books of account or other business books or documents.

Provided that the sum of the amount payable under this clause and the amount otherwise payable under the section shall in no case exceed **Our** liability as stated in **Your Schedule**.

#### **Livestock at other farms**

Subject to the conditions of this section, **Business Interruption** resulting from interruption of or interference with the **Business** in consequence of **Damage** to **Livestock** belonging to **You** whilst being held in the open or in buildings of other farms elsewhere in the **Territorial Limits** other than on the **Premises** shall be deemed to be a loss resulting from an **Incident** at the **Premises**.

#### **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 bona fide disposal centre provided **Our** liability under this extension shall not exceed £250 in respect of any one animal.

#### **Veterinary surgeons fees**

In the event of veterinary surgeons fees being necessarily incurred as a direct result of a peril insured, but not for preparing any claim, **We** will pay an amount not exceeding £500 in respect of any one animal.

#### **Temporary removal**

**We** will pay **You** for **Business Interruption** as a result of loss destruction or damage to **Machinery and Implements** and **Agricultural Produce and Deadstock** whilst temporarily removed for repair, storage or in transit by road rail or inland waterway in the **Territorial Limits** including loading and unloading.

#### **Customers**

**We** will pay **You** for **Business Interruption** as a result of loss destruction or damage to **Premises** of any of **Your** customers in the **Territorial Limits** with whom **You** have contracts or trading relationships to supply goods or services.

#### **Suppliers**

**We** will pay **You** for **Business Interruption** as a result of loss destruction or damage to **Premises** of any of **Your** suppliers manufacturers or processors of component goods or materials in the **Territorial Limits** which shall be deemed to be an Incident but excluding the **Premises** of any supply undertaking from which **You** obtain electricity gas water or telecommunication services.

#### **Contracts**

**We** will pay **You** for **Business Interruption** as a result of loss, destruction or damage to property situated in the **Territorial Limits** not in the occupation of **You** where **You** are carrying out a contract.

#### **Agricultural vehicles loss of use**

**We** will pay **You** for costs reasonably and necessarily incurred with **Our** consent to hire a replacement vehicle following the loss of use of agricultural vehicles, commercial vehicles including all terrain vehicles, quad bikes or self propelled implements used solely for agricultural or forestry purposes used in connection with the **Business** occurring on any highway and any other road to which the public has access and includes bridges over which a road passes within the **Territorial Limits** resulting from

**Damage** caused by fire, impact and/or theft or attempted theft.

Provided that

1. **You** notify **Us** within the first 3 days on the happening of any incident which could result in a claim;
2. **Our** maximum liability shall not exceed £50,000 in total for all claims or series of claims arising out of any one original cause during each **Period of Insurance**;
3. costs shall only apply in respect of hired vehicles for which a valid claim has been admitted under this section; and
4. **We** shall not be liable for
  - a. **Damage** caused by or arising from the wilful act and/or the wilful neglect by **You** or any director or partner of **Yours**; or
  - b. hire costs in respect of the first 3 days following such **Damage**

subject to

1. payments commencing from the date on which the vehicle is accepted by the repairer where such vehicle can continue to be driven safely; or
2. payments commencing from the date of the **Incident** resulting in a claim where the vehicle cannot be driven safely to the repairer.

### **Essential personnel**

Loss resulting from interruption to or interference with the **Business** at the **Premises** during the **Period of Insurance** in consequence of the

1. death of any of **Your** Principals; or
2. total and permanent disablement of any of **Your Principals** which prevents them from attending to their normal occupation

occurring during the **Period of Insurance** due to injury caused by accidental and violent means.

**We** will only pay the additional costs and/or expenses that **You** necessarily and reasonably incur in order to minimise any interruption or interference with the **Business** during the **Indemnity Period** which but for such additional costs and/or expenses would have taken place.

The most **We** will pay is £25,000 in the aggregate and in any one **Period of Insurance**.

For the purpose of this extension the **Indemnity Period** will commence with the occurrence of the situations described in 1. or 2. of this extension and ending when the results of the **Business** shall cease to be affected by such situation but not exceeding the **Indemnity Period** being the number of months stated in the **Schedule**.

### **Failure of public utilities cover (terminal ends)**

The following definition of Insured Perils highlighted in bold print will have the same meaning wherever it is used in this extension for Failure of public utilities cover (terminal ends).

## Insured Perils

Means fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, storm, **Flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

**We** will pay **You** for any loss resulting from interruption or interference with **Your Business** caused by the accidental failure of

1. the public electricity supply at the 'terminal ends' of **Your** supplier's service feeds to the **Premises** within the **Territorial Limits**
2. the public gas supply at **Your** supplier's meters to the **Premises** within the **Territorial Limits**
3. the public water supply at **Your** supplier's main stop cock serving the **Premises** (other than by drought) within the **Territorial Limits**
4. the public telecommunications services supply (other than satellite services) at the incoming line, terminals or receivers to the **Premises** within the **Territorial Limits**

where such accidental failure(s) is a direct result of **Damage** caused by an **Insured Peril**.

Provided that after the application of all other terms and conditions of the section, **Our** liability will not exceed the lower of either 25% of the annual sum insured or £50,000 in total in any **Period of Insurance** irrespective of the number of premises insured and regardless of the number of suppliers affected during any one **Period of Insurance**.

The insurance provided by this cover in any one **Period of Insurance** shall only apply for the period starting with the accidental failure(s) of supply or service at **Your Premises** and ending after 12 weeks in total during which time the results of the **Business** are affected regardless of the number of **Your** suppliers affected during the **Period of Insurance** or the number of premises insured but **We** will not indemnify **You** for

- a. any failure
  - i. which does not involve cessation of supply, for at least the franchise period of time of 24 consecutive hours
  - ii. due to an excluded cause
- b. loss resulting from failure caused by
  - i. the deliberate act of any supplier or by them using their power to withhold or restrict supply or services
  - ii. strikes or any labour or trade disputes
  - iii. solar flare or other atmospheric or weather conditions, but **We** will cover failure due to **Damage** to equipment caused by these conditions.

In any action, lawsuit or other proceedings or where **We** allege that any loss resulting from **Damage** is not covered by this section, it will be **Your** responsibility to prove that they are covered.

The 'Reinstatement of sum insured after loss condition' referred to in the General Conditions section shall not apply in respect of this cover.

Any adjustments for trends in the **Business** referred in 3. Notes of this section shall apply to this cover. Proviso 1 of the Cover clause to this section does not apply to this extension.

## Accounts receivable

In the event of any of **Your** books of account or other business books or records at the **Premises** being so destroyed or damaged by any of the perils insured shown in the **Schedule** and **You** are as a consequence unable to trace or establish the accounts receivable in whole or part due to this **We** will pay in respect of any one occurrence

1. the difference between
  - a. the accounts receivable and
  - b. the total of the amounts received and traced

or

2. £10,000

whichever is the lesser amount.

Provided that the loss is not more specifically insured in this section.

#### **Uncollected milk extension**

Any cover for loss in respect of **Gross Profit** or **Gross Revenue**, as insured by this section, resulting from interruption to or interference with the **Business** in consequence of **Damage** to property, is extended to include such loss in the undernoted Situation and will be deemed to be loss resulting from **Damage** to property used by **You** at the **Premises** for the purposes of the **Business**.

Provided that after the application of all the terms, definitions, conditions, clauses and exclusions of the **Policy Our** liability in total for all claims or series of claims, arising out of any one original cause shall not exceed £5,000.

#### **Situation**

Loss of milk from any event beyond **Your** control resulting in:

1. The **Dairy** or its authorised agent being unable to collect milk produced at the **Premises** which would otherwise have been collected under the terms of **Your** contract for the sale of milk to the **Dairy**; and
2. such milk being wasted or spoiled in direct consequence.

Where collection has been resumed and it ceases again before three successive collections have been made the subsequent interruption to collection shall not constitute a separate loss for the purpose of this extension.

#### **We** will not cover loss

1. where more specific insurance applies under Section 6 of this **Policy**; or
2. arising directly from:
  - a. the outbreak or suspected outbreak of notifiable animal disease, at or within a 1 mile radius of the **Premises**, occurring prior to the effective date of this extension;
  - b. any strike, lock out or industrial dispute:

- I. which commenced; or
- II. of which notice of intention was given prior to the effective date of this extension
- c. **Damage** by any cause to buildings, bulk milk tanks or other property at the **Premises**;
- d. breakdown or failure of machinery or plant at the **Premises**;
- e. contamination of the milk whilst at the **Premises**;
- f. riot, civil commotion or malicious damage in Northern Ireland; or
- g. any loss arising within 7 days of the start of the **Period of Insurance**.

## Exclusions applying to Section 4 – Business interruption

### Livestock exclusion

**We** shall not pay for

1. **Business Interruption** resulting from loss, destruction or damage to **Livestock** insured
  - a. in respect of transit for hire or reward
  - b. where more specific insurance is in place
2. destruction in compliance with the requirements of any Statute of any order of the Privy Council a Government Department or Local Authority
3. castration or other surgical operation
4. unfitness or incapacity to fulfil the functions or duties for which the animal is kept or employed
5. **Business Interruption** occasioned by
  - a. the slaughter of **Livestock** due to disease or carried out without **Our** consent except in cases necessitating immediate slaughter on compassionate grounds certified by a qualified veterinary surgeon
  - b. the death of **Livestock** which does not occur within 30 days of the date of the initial loss destruction or damage to such **Livestock** by the peril insured giving rise to such death except in respect of unexplained disappearance of **Livestock**
  - c. confiscation or destruction or requisition by order of the government or any public authority
  - d. loss destruction or damage to horses whilst hunting
6. **Business Interruption** resulting from loss, destruction or damage to **Livestock** insured arising from suffocation howsoever caused.



# Section 5 – Money and assault

Your Schedule will show if this section applies.

## Part 1 – Money

### Definitions applying to Section 5 part 1

The definitions which apply to this section are in addition to the general definitions.

Wherever the following words appear in this section they will always have the following meanings and start with a capital letter and in bold print.

#### Business Hours

Your usual office hours and the working hours (including overtime) during which **You** or **Your Employees** entrusted with **Money** are on **Your Premises** or sites of contracts for the purposes of the **Business**.

#### Money

**Negotiable Money** and **Non Negotiable Money** belonging to **You** or which **You** are responsible for.

#### Negotiable Money

Bills of exchange, uncrossed promissory notes, cash, bank and currency notes, uncrossed cheques, giro cheques including pre-authenticated giro cheques, uncrossed postal orders, uncrossed money orders, uncrossed warrants, current postage stamps, unused units in franking machines, National Savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, gaming machine tokens, lottery tickets (excluding scratch cards held in stock for resale), customer redemption vouchers, authenticated travel tickets, phone cards (excluding phone cards held in stock for resale), holiday with pay stamps, luncheon vouchers, securities for money and travel warrants.

#### Non Negotiable Money

Crossed warrants, credit company sales vouchers, debit card sales vouchers, crossed cheques, crossed giro drafts, crossed postal orders, crossed money orders, crossed national giro bank, crossed promissory notes, crossed bankers drafts, premium bond certificates, VAT purchase receipts, credit card counterfoils, premium bonds, savings bonds, stamped National Insurance cards and National savings certificates.

## Cover

We will pay **You**:

1. for **Damage to Money** belonging to **You** or for which **You** are responsible in connection with the **Business** as follows:
  - a. negotiable money
    - i. in transit
    - ii. at any of **Your Premises**
    - iii. in a bank night safe

- iv. at **Your** residence or the residence of **Your Principals**, partners, directors or **Employees**.

**b. Non Negotiable Money**

- c. **Damage** to safes and strong rooms belonging to **You** or for which **You** are responsible resulting from theft or any attempted theft of money anywhere within the **Territorial Limits**.

The most **We** will pay is the limits shown in **Your Schedule**.

2. For loss, destruction or damage to clothing and personal effects belonging to **You** or any of **Your Employees** caused by robbery or attempted robbery occurring in the course of the **Business** subject to a limit of £1,000 in respect of any one person.
3. For loss, destruction or damage to cattle identification documents and / or cattle passports. The most **We** will pay is £250,000 any one **Period of Insurance**.
4. For professional counselling to help **You** or any **Employee** recover from emotional stress resulting from a malicious attack insured by this section. The most **We** will pay is £1,000 per person but not more than £5,000 for all counselling arising from any one incident.
5. For unauthorised use of any credit, cheque, bank or cash card within the **Territorial Limits**. The most **We** will pay for any one claim is £10,000. **We** will not pay
  - a. for unauthorised use by **You**, any **Employee** or any member of **Your** family
  - b. unless **You** have met all the terms and conditions of the card company; and
  - c. for losses if the card is left unattended unless
    - i. in the locked boot or locked and covered luggage compartment of a vehicle;
    - ii. in a locked building;
    - iii. left with hotel security.

**We** will not pay **You**:

1. for loss from unattended motor vehicles
2. for loss arising from fraud or dishonesty of **Your Employees** or any member of **Your** family unless such loss be discovered within fourteen working days of the occurrence
3. for loss due to clerical or accounting errors
4. for loss insured (or which would but for the existence of this section be insured) by any Fidelity Guarantee or Theft Policy except for the excess of any amount recoverable (or which would but for the existence of this section be recoverable) under any other **Policy**
5. the use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable for any reason
6. **Damage to Money** belonging to the Post Office
7. theft or attempted theft from the residence of **Your Principals**, partners, directors or **Employees** dwelling unless involving forcible and violent entry or exit, or actual or threatened hold up, assault

or violence.

## Clauses applying to part 1 – Money

Included here are the conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may not pay a claim or a claim payment may be reduced.

1. **You** shall keep a daily record of the amount of **Money** contained in safes or strongrooms and such record shall be deposited in a secure place other than the said safes or strongrooms and be produced as documentary evidence in support of a claim under this section. The keys of safes or strongrooms shall not be left on the **Premises** out of **Business Hours** unless the **Premises** are still occupied by **You** or any of **Your Employees** in which event such keys if left on the **Premises** shall be deposited in a secure place not in the vicinity of safes or strongrooms.
2. Whenever **Money** in transit exceeds the undermentioned amounts it shall be accompanied by not less than the specified number of able bodied persons authorised by **You**
  - a. £2,500 – 2 persons
  - b. £5,000 – 3 persons
  - c. £10,000 – As agreed by **Us** and detailed in the **Schedule** to this section.

## Part 2 – Personal accident – assault

### Definitions applying to Section 5 part 2

Wherever the following words appear in this part they will always have the following meanings and start with a capital letter and in bold print.

#### Insured Person

Any of **Your Principals** or Employees within the age limits of 16 and 70 years inclusive.

#### Cover

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

If any **Insured Person** shall suffer bodily injury sustained as the result of

1. robbery or attempted robbery or
2. hold-up or attempted hold-up

in the course of the **Business** (which injury shall be the sole and direct cause of death or disablement as described in the table of compensations) **We** will pay **You** in trust for the **Insured Person** or in the event of death for the personal representatives of the **Insured Person** compensation upon the basis of and in accordance with the Table of compensations.

For the purposes of item 5 of the Table of compensations, the compensation payable shall not exceed the **Insured Persons** average weekly remuneration from **You** over the period of 13 weeks immediately prior to the event giving rise to the bodily injury.

Provided always that:

1. the **Insured Person** shall not be entitled to compensation under more than one of the items of the Table of compensations in respect of the same injury
2. no further liability to make any payment under part 2 in respect of any **Insured Person** shall attach to **Us** after a claim under one of items 1 to 4 has been admitted and become payable
3. this extension does not insure against death or disablement arising from or influenced by any existing physical defect or infirmity of the **Insured Person**.

## Table of compensations

1. Death occurring within 2 years of the event giving rise to the bodily injury – Limit of indemnity £10,000.
2. Total loss or permanent and total loss of use of one or more limbs occurring within 2 years of the event giving rise to the bodily injury – Limit of indemnity £10,000.
3. Total and irrecoverable loss of all sight in one or both eyes occurring within 2 years of the event giving rise to the bodily injury – Limit of indemnity £10,000.
4. Permanent Total Disablement from engaging in or giving attention to the **Insured Persons** usual profession or occupation occurring within 2 years of the event giving rise to the bodily injury – Limit of indemnity £10,000.
5. Temporary Total Disablement from engaging in or giving attention to the **Insured Persons** usual profession or occupation – compensation (while the **Insured Person** shall be so disabled) for a period not exceeding 104 weeks in respect of any one injury calculated from the date thereof at the rate of £100 per week subject to this not exceeding the **Insured Persons** weekly remuneration from **You**.
6. Reimbursement of incurred medical expenses up to 15% of the benefit payable under 4 above.

## Clauses applying to part 2 – Personal accident – assault

Included here are the conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may not pay a claim or a claim payment may be reduced.

1. Notice of every injury in respect of which a claim is to be made shall be given to **Us** in writing as soon as possible but in any case within three months of the event giving rise to the injury.
2. All certificates information and evidence required by **Us** shall be furnished at **Your** expense and shall be in such form and of such nature as **We** may prescribe the **Insured Person** as often as required shall submit to medical examination at their own expense in respect of any alleged bodily injury.
3. **We** shall in the case of death of the **Insured Person** be entitled to have a post-mortem examination at **Our** own expense.

## Section 6 – Uncollected milk

Your **Schedule** will show if this section applies.

### Definitions applying to Section 6

The definitions which apply to this section are in addition to the general definitions.

Wherever the following words appear in this section they will always have the following meanings and start with a capital letter and in bold print.

#### Dairy

The organisation, or its authorised agent, in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man with which **You** have a contract for the sale of milk.

#### Event

The period during which a **Dairy** is unable to collect milk from the **Premises**.

If collection has resumed and it subsequently ceases again before three successive collections have been made, the subsequent interruption to collection will not be considered a separate **Event**.

#### Excess

The amount(s) specified in the **Schedule** which **We** will deduct from each and every claim.

### Cover

**We** will pay **You** up to the maximum amount specified in the **Schedule**, for an **Event** beyond **Your** control that results in milk being wasted or spoiled.

### Extension applying to Section 6 – Uncollected milk

#### Contamination of own milk

**We** will pay as a result of contamination to own milk by antibiotics. The most **We** will pay is £5,000 during any one **Period of Insurance**.

### Exclusions applying to Section 6 – Uncollected milk

**We** shall not pay in respect of

1. an outbreak of any notifiable animal disease at the **Premises**
2. an outbreak, or suspected outbreak, of any notifiable animal disease elsewhere than at the **Premises** which occurs prior to the **Period of Insurance**
3. contamination of milk at the **Premises** other than by antibiotics
4. any strike, lock-out or industrial dispute

- a. which began; or
  - b. of which notice of intention was given prior to the inception of this section
5. a. **Damage** to buildings, bulk milk tanks or other property
- b. breakdown or failure of machinery or plant at the **Premises**
6. **Damage** by riot, civil commotion or malicious damage which occurs in Northern Ireland
7. any loss arising within seven days of the inception of this section
8. the **Excess**.

# Section 7 – Employers liability

Your **Schedule** will show if this section applies.

## Definitions applying to Section 7

The definitions which apply to this section are in addition to the general definitions.

Wherever the following words appear in this section they will always have the following meanings and start with a capital letter and in bold print.

### Injury

Bodily injury, death, disease, illness or nervous shock.

### Territorial Limits

1. Anywhere within Great Britain, Northern Ireland the Channel Islands or the Isle of Man other than Offshore
2. Elsewhere in the world other than Offshore in connection with temporary visits undertaken in the course of the **Business** by any person normally resident in the territories described in (1) above

## Cover

**We** will pay **You** all sums that **You** shall become legally liable to pay as damages together with costs and expenses shown below in respect of **Injury** caused during the **Period of Insurance** within the **Territorial Limits** to any **Employee** arising out of their employment or engagement by **You** in the course of the **Business**.

### Limit of Indemnity

**Our** liability under this section for damages costs and expenses payable in respect of any one claim against **You** or series of claims against **You** arising out of one event shall not exceed the amount stated in the **Schedule** to this section as the Limit of Indemnity Costs and expenses shall be deemed to mean

1. costs and expenses of claimants for which **You** are legally liable
2. other costs and expenses incurred with **Our** written consent in respect of any claim which may be the subject of indemnity under this section
3. solicitors fees incurred with **Our** written consent for
  - a. defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory duty resulting in **Injury**
  - b. representation at a Coroners Court or Fatal Accident Inquiry in respect of any death which may be the subject of indemnity under this section

but **We** will not pay for

- a. fines or penalties

- b. costs and expenses insured by any other **Policy**.

## Conditions applying to Section 7 – Employers liability

### Claims control

1. No admission, offer, promise, payment or indemnity shall be made or given by **You** or on **Your** behalf without **Our** written consent.
2. **We** shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name at **Our** own expense and for **Our** own benefit any claim for indemnity or damages or otherwise.
3. **We** shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
4. **You** shall give all information and assistance **We** may require.

### Other insurances

**We** will not indemnify **You** in respect of liability which is insured by or would but for the existence of this section be insured by any other insurance except in respect of any excess beyond the amount payable under such other insurance or which would have been payable under such other insurance had this section not been effected.

**We** will not provide indemnity in respect of the same liability under more than one section of this **Policy**.

### Right of recovery

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 Channel Islands or the Isle of Man 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.

## Extensions applying to Section 7 – Employers liability

### Additional persons insured

1. In the event of the death of any person entitled to indemnity under this section **We** will indemnify the deceased's legal personal representatives but only in respect of liability incurred by such deceased person.
2. At **Your** request **We** will indemnify
  - a. any **Principal** in respect of liability arising out of **Your** performance of any agreement entered into by **You** with the **Principal** to the extent required by such agreement
  - b. any of **Your** directors or **Employees** in respect of liability arising 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**
  - c. any officer committee or member of **Your** canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such



- d. any of **Your** directors or senior officials in respect of private work undertaken by any **Employee** for the director or senior official

provided that

1. each such person shall as though he were **You** observe fulfil and be subject to the terms of this section
2. **We** shall retain the sole conduct and control of all claims.

### **Agricultural Wages Board**

The cover provided extends to compensate **You** in respect of any obligation under the provisions of the Agricultural Wages Act 1948 (or any subsequent amending legislation) to pay sick pay (as defined in the legislation) to any **Insured Person** but only to the extent that **You** are unable to recover such payment from any other source.

**We** will not pay benefits for Agricultural Wages Board cover in respect of Sickness and Disease or Injury caused by self inflicted injuries (other than in an attempt to save life) or suicide.

### **Compensation for court appearance**

In the event of the undermentioned 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 provide compensation to **You** at the following rates per day for each day on which attendance is required

1. any of **Your** directors partners or proprietors £250
2. any of **Your** Employees £150.

### **Cross liabilities**

If the **Policy** is issued in joint names of more than one party this section will indemnify each party as if a separate **Policy** had been issued to each of them provided that **Our** liability to all parties indemnified will not exceed in total the limit of indemnity shown on **Your Schedule**.

### **Farming and growing work for Your neighbour**

**We** will indemnify **You** for all sums which **You** are legally liable to pay as damages for **Injury** sustained by an **Employee** arising from farming and growing activities undertaken without monetary reward, other than for remuneration of expenses directly incurred for **Your** neighbour.

### **Unsatisfied court judgements**

In the event of **Injury** to an Employee sustained during the **Period of Insurance** and arising out of his employment by **You** in the course of the **Business** which results in a judgement for damages being obtained by the **Employee** or his personal representatives and which remains unsatisfied in whole or in part six months after the date of such judgement **We** will at **Your** request pay to the **Employee** or his personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that

1. the judgement for damages is obtained

- a. in a court of law within Great Britain Northern Ireland the Channel Islands or the Isle of Man
  - b. against a company partnership or individual other than **You** conducting a **Business** at or from premises within the territories described in 1. a. above
2. there is no appeal outstanding
  3. if any payment is made under the terms of this extension the **Employee** or the personal representatives of the **Employee** shall assign the judgement to **Us**.

## Exclusions applying to Section 7 – Employers liability

### Vehicles

This section does not provide any indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation.

### War Civil War Political Risk and Terrorism Limitation

**Our** liability under this section for damages costs and expenses payable in respect of any one claim or series of claims against **You** arising out of one event shall not exceed £5,000,000. This limitation shall only apply in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from War Civil War Terrorism or Political Risk.

# Section 8 – Public and product liability

Your **Schedule** will show if this section applies.

## Definitions applying to Section 8

The definitions which apply to this section are in addition to the general definitions.

Wherever the following words appear in this section they will always have the following meanings and start with a capital letter and bold print.

### Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

### Claim Costs

Costs and expenses

1. of any claimant which **You** become legally liable to pay
2. incurred with **Our** prior written consent, to investigate or defend a claim against **You** including solicitors fees at
  - a. any coroner`s inquest or fatal accident inquiry
  - b. summary court proceedings.

### Injury

Bodily injury, death, disease, illness or nervous shock.

### Electronic Data

Facts, concepts or information in a form usable for communications, interpretation or processing by electronic or electro-mechanical data processing or electronically controlled equipment which includes programmes, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

### Products Supplied

1. Products including containers packaging or instructions sold or supplied
2. Work or services undertaken including goods or materials used by **You** or on **Your** behalf in the course of the **Business**

### Territorial Limits

1. Anywhere within Great Britain, Northern Ireland the Channel Islands or the Isle of Man other than

## Offshore

2. Elsewhere in the world other than **Offshore** in connection with temporary visits undertaken in the course of the **Business** by any person normally resident in the territories described in 1. above

## Hot work

Any work that requires the use of or produces open flames or any other sources of heat or sparks that could ignite flammable or combustible materials.

## Pollution and Contamination

1. All **Pollution** or **Contamination** of **Buildings** or other structures or of water, land or the atmosphere.
2. All **Damage** or **Injury** directly or indirectly caused by such pollution or contamination.

## Cover

### Part 1 – Public liability

**We** will pay **You** all sums that **You** shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental

1. **Injury** to any person
2. physical loss, destruction or **Damage** to tangible property
3. nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light, air or water
4. wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy

occurring within the **Territorial Limits** during the **Period of Insurance** and happening in connection with the **Business**.

## Limit of Indemnity

**Our** liability for all damages payable to any claimant or number of claimants as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the amount stated in the **Schedule** to this section as the Limit of Indemnity.

## Costs

**We** will in addition

1. pay all other costs and expenses incurred with **Our** written consent in respect of any claim which may be the subject of indemnity under this part
2. pay solicitors fees incurred with **Our** written consent for
  - a. defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in

- respect of breach or alleged breach of any statutory duty resulting in **Injury**
- b. representation at a Coroners Court or Fatal Accident Inquiry in respect of any death which may be the subject of indemnity under this part
3. indemnify **You** and at **Your** request any of **Your** directors or **Employees** in respect of legal costs and expenses incurred with **Our** written consent and costs awarded against **You** or **Your** directors or **Employees** arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the **Period of Insurance** under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that
- a. the proceedings relate to the health safety or welfare of persons other than **Employees**
  - b. **We** will not make payment under 3. above in respect of
    - i. fines or penalties
    - ii. costs and expenses insured by any other policy
    - iii. the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by **Us**
    - iv. costs and expenses of an appeal unless advice has been obtained from a Queen's Counsel that such appeal has a strong prospect of success
  - c. **We** will stop providing any cover under 3. above at such time as **We** cease to have any liability to make a payment in respect of an award of damages under the cover provided by this section.

## Clauses applying to part 1 – Public liability

Included here are the conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may not pay a claim or a claim payment may be reduced.

### Hot work precautions

The following precautions must be complied with each time that hot work is undertaken away from **Your Premises**:

1. The area where the work is to be completed will be cleared of all combustibles.
2. Combustible floors and other combustible property which cannot be moved, will be protected by non combustible material and where welding, cutting or grinding equipment is being used, this must extend to at least 6 metres from or beneath the work area.
3. Where there is a danger of ignition either directly, or by conduction of heat, through any partitions or walls, the area on the other side must be inspected and combustible material removed.
4. At least one fire extinguisher, of a type suitable for the use required, must be kept adjacent to the work or task and ready for immediate use.
5. No heat producing equipment will be left out of view of its operator or firewatcher whilst lighted or powered or whilst hot.
6. A thorough safety check for signs of fire or combustion around, above or below the work area will be made at regular intervals, for at least 30 minutes after completion of each period of work.

### **Underground services**

Prior to undertaking digging or excavation work **You** shall take all reasonable steps to ascertain the position of all pipes cables and other underground services including the inspection of plans of all such services and in particular plans held by any local or public utility authority or company.

## **Extensions applying to part 1 – Public liability**

### **Car park liability**

**We** will pay **You** for all sums which **You** are legally liable to pay as damages for **Damage** to mechanically propelled vehicles legitimately parked at **Your** premises.

**We** will not pay for **Damage** to vehicles which are:

1. owned, leased, borrowed or hired by **You**;
2. being stored for a fee or other consideration; and/or
3. in **Your** custody or control for the purpose of being worked on by **You** or any **Employee** in connection with **Your Business**.

### **Caravans**

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

1. accidental Injury; and/or
2. **Damage** to property;  
arising from:
  - a. the permanent siting of up to 10 caravans; or
  - b. the temporary siting of caravans during any 28 days in the **Period of Insurance**.

### **Cloakroom liability**

**We** will pay **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 and an attendant is not on duty while the cloakroom is in use.

### **Commercial visits**

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

1. accidental Injury; and/or
2. **Damage** to property;

occurring in the course of a commercial visit by **You** and/or any **Employee** to any supplier, customer or

business partner outside the **Territorial Limits** provided that the visit lasts for no more than 60 consecutive days and all persons undertaking the visit

1. are ordinarily resident in the United Kingdom, the Channel Islands or the Isle of Man; and
2. ordinarily undertake their work at premises in the United Kingdom, the Channel Islands or the Isle of Man.

**We** will not pay for liability

1. arising from visits which wholly or partly involve the supervision or performance of manual work;
2. arising from the ownership, possession or occupation of land or buildings;
3. which is insured by another policy.

### **Movement of obstructing vehicles**

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

1. accidental Injury; and/or
2. **Damage** to property;

arising from the movement of any mechanically propelled vehicle by **You** or any **Employee** where such vehicle is causing an obstruction and interfering with the normal operation of **Your Business**.

Provided that

1. the vehicle is not owned, leased, borrowed or hired by **You**;
2. the movement is limited to vehicles parked on or obstructing **Your Premises** or access to any site at which **You** are working;
3. the vehicle to be moved will be driven by a person who is competent and to **Your** knowledge holds a licence to drive the vehicle;
4. the vehicle to be moved is driven by use of its own ignition key.

**We** will not pay

1. for **Damage** caused to the vehicle being moved; and/or
2. where road traffic legislation requires compulsory motor insurance or security.

### **Protection of Livestock**

**We** will indemnify **You** against all sums that **You** shall become legally liable to pay as damages and costs and expenses of claimants in respect of any dog (not owned by **You**) having to be destroyed in order to protect **Your** livestock provided that **You** comply with all conditions set out in Section 9 of the Animal Act 1971 or any amending legislation.

### Rented Premises

Exclusion 2 of property under **You** control to this section shall not apply to **Premises** leased let rented hired or lent to **You** provided that the indemnity will not apply to legal liability in respect of

1. loss destruction or damage under agreement unless liability would have attached to **You** in the absence of such agreement
2. loss destruction or damage to **Premises** caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by **You** or on **Your** behalf
3. the first £250 of each and every occurrence of loss destruction or damage caused otherwise than by fire or explosion.

### Data Protection Act

**We** will cover the amount of compensation which **You** are legally liable to pay in respect of personal injury occurring during the **Period of Insurance**, arising from holding personal data, or, as a result of any loss, misuse or unauthorised disclosure of personal data held by **You** in the course of the **Business**. **We** will only pay

1. amounts of compensation which **You** are ordered to pay, or which **You** might reasonably be expected to pay by a court having jurisdiction
2. if **You** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation

within the **Territorial Limits**.

**We** will not cover

1. fines or penalties imposed by a court
2. the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice
3. the cost of replacing, reinstating, rectifying or erasing any personal data
4. refund of monies paid to **You** by any claimant
5. compensation costs and expenses covered by any Legal Expenses insurance.

The most **We** will pay for compensation, costs and expenses in total, as a result of all occurrences during any one **Period of Insurance** is £500,000.

### Defective Premises Act

Legal liability arising solely by reason of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of any premises previously owned for purposes pertaining to the **Business** and since disposed of by **You** is included within the terms of the indemnity provided in part 1 of this section but indemnity will not apply



1. in respect of damage to the premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them
2. if **You** are entitled to indemnity under any other insurance.

### **Contingent motor liability**

Notwithstanding exclusion 1 of part 1 **We** will indemnify **You** against legal liability in respect of **Injury** loss destruction or damage arising out of the use in connection with the **Business** of any motor vehicle not owned or provided by **You**.

The indemnity will not apply to legal liability

1. in respect of loss destruction or damage to any such vehicle or to goods conveyed on such vehicle
2. in respect of **Injury** loss destruction or damage arising while such vehicle is being
  - a. driven by **You**
  - b. driven with **Your** general consent or the general consent of **Your** representative by any person who to **Your** knowledge or the knowledge of **Your** representative does not hold a licence to drive a vehicle
  - c. used elsewhere than in the **Territorial Limits**
3. in respect of which **You** are entitled to indemnity under any other insurance.

### **Financial Loss of Basic Scheme Payment ( BPS)**

Applying to Contractors, Contract Farmers and Share Farmers.

In respect of contract farming, share farming and arable contracting **We** will pay **You** a limit to £100,000 in the aggregate in any one **Period of Insurance** following an accident and or unintended breach of DEFRA/RPA cross compliance regulations that result in a financial loss of the Basic Payment Scheme Payment to the principle of **You**.

Provided that the Cross Compliance regulations that are specifically covered under the DEFRA/RPA cross compliance regulations are adhered to in respect of:

GAEC1 – Establishment of buffer strips along watercourses

GAEC2 – Water abstraction

GAEC3 – Groundwater

GAEC4- Minimum Soil Cover

GAEC5- Minimum land manager reflecting site specified conditions to limit erosion

GAEC6- Maintenance of soil organic matter level through appropriate practices including a ban on burning stubble except for plant health reasons

GAEC7a Boundaries

GAEC7b Public Rights of Way

GAEC7c Trees

GAEC7d Sites of Specified Interest (SSSI's)

GAEC7e Ancient Monuments

**You** will pay the first 10% of £1,000 whichever is greater of each and every claim made against **You**

**We** will not pay for

1. Entry Level Scheme( ELS) payments
2. Higher Level Scheme (HLS) payments
3. Countryside Stewardship subsidies
4. A breach of cross compliance regulations relating to livestock activity
5. For events occurring prior to the application of this extension
6. Any loss in excess of the financial loss suffered by the principle of **You** less any deductible for which **You** are liable
7. Any claims arising from circumstances which at the inception of this endorsement were known or ought to have been known to **You** and which were likely to give rise to a claim
8. Fraud and dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injuries, falsehood or passing off or infringement of trademark trade name, merchandise mark, registered design, copyright or patent right
9. Any act of libel slander or defamation
10. Liability arising by virtue of the Data Protection Act 1994 or subsequent legislation.

#### **Member to member liability**

**We** will indemnify any member of **Your** sports or social organisations in respect of legal liability for accidental bodily injury or **Damage** to property sustained by fellow members of such organisations while engaged in the activities of such organisations.

#### **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 of the **Territorial Limits**.

The indemnity will not apply to legal liability

1. arising out of the ownership or occupation of land or buildings
2. in respect of which any person referred to above is entitled to indemnity under any other insurance.

### **Exclusions applying to part 1 – Public liability**

**We** will not provide an indemnity for

#### **Vehicles**

arising out of the ownership possession or use by **You** or on **Your** behalf of any mechanically propelled

vehicle or attached trailer in circumstances where compulsory insurance or security is required or where insurance is provided by another policy.

### **Property under Your control**

in respect of loss destruction of or damage to

1. property belonging to **You**
2. property which is leased let rented hired lent to or in **Your** custody or control or which is the subject of a bailment to **You**.

### **Riding Establishment Acts 1964 and 1970**

arising from any activities which constitute the operation of a Riding Establishment as defined in the Riding Establishment Acts 1964 and 1970 or any subsequent legislation.

### **Groundworks**

arising from

1. the making of sewers or other excavations exceeding in any part a depth of 2 metres from the surface
2. quarrying tunnelling water diversion dam construction or work within or behind dams.

## **Part 2 – Product liability**

**We** will pay **You** all sums that **You** shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental

1. **Injury** to any person
2. physical loss destruction of or damage to tangible property

occurring anywhere in the world during the **Period of Insurance** and caused by any **Products Supplied**.

### **Limit of Indemnity**

**Our** liability for all damages payable as a result of all occurrences during any one **Period of Insurance** shall not exceed the amount stated in the **Schedule** to this section as the Limit of Indemnity.

### **Costs**

**We** will in addition

1. pay all other costs and expenses incurred with **Our** written consent in respect of any claim which may be the subject of indemnity under this part
2. pay Solicitors fees incurred with **Our** written consent for
  - a. defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory duty resulting in **Injury**
  - b. representation at a Coroners Court or Fatal Accident Enquiry in respect of any death which

may be the subject of indemnity under this part

- c. indemnify **You** in respect of legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987 or Part 11 of the Food Safety Act 1990 provided that the proceedings relate to an offence alleged to have been committed in the course of the **Business** during the **Period of Insurance** but excluding any indemnity in respect of
  - i. fines or penalties
  - ii. costs and expenses insured by any other policy.

## Exclusions applying to part 2 – Product liability

**We** will not provide an indemnity for

### Export to USA or Canada

in respect of **Injury** or loss destruction or damage to property caused by or in connection with any **Products Supplied** which to **Your** knowledge are directly or indirectly exported to the United States of America or Canada.

### Rectification costs

1. in respect of the cost or value of any **Products Supplied** or replacement repair removal rectification or reinstatement of any **Product Supplied** where legal liability arises from a defect in or the unsuitability of such **Products Supplied**
2. for any costs incurred in recalling or modifying any **Products Supplied**
3. for the costs of remedying any defect or alleged defect in land or premises sold or disposed of by **You** or for any reduction in its value.

## Clauses applying to Section 8 – Public and product liability

Included here are the conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may not pay a claim or a claim payment may be reduced.

### USA and Canada

In so far as this section applies to legal liability arising in the United States of America or Canada or if an action for damages is commenced in these territories or in any subsequent action in connection with these territories is brought elsewhere in the world

1. **Our** liability in respect of all damages payable together with the costs and expenses of claimants and any other costs and expenses incurred with **Our** written consent shall not exceed the Limit of Indemnity
2. **We** will not provide indemnity in respect of punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages or by way of fines or penalties
3. **We** will not provide indemnity for **Pollution** or **Contamination**.

## **Terrorism**

The insurance provided by this section is subject to the following **Terrorism** limitations.

**Our** liability for all damages costs and expenses payable in respect of all occurrences of **Terrorism** during any one **Period of Insurance** shall not exceed in the aggregate the sum of £2,000,000.

Provided that if the monetary amount of the Limit of Indemnity stated in the **Schedule** is less than £2,000,000 then such lesser monetary amount shall apply as **Our** liability for all damages costs and expenses payable in respect of all occurrences of **Terrorism** during any one **Period of Insurance**.

## **Claims control**

1. No admission offer promise payment or indemnity shall be made or given by **You** or on **Your** behalf without **Our** written consent.
2. **We** shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name at **Our** own expense and for **Our** own benefit any claim for indemnity or damages or otherwise.
3. **We** shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
4. **You** shall give all information and assistance **We** may require.

## **Discharge of liability**

**We** may pay the Limit of Indemnity or any lesser sum for which any claim or claims against **You** can be settled and **We** shall be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment.

## **Other Insurances**

**We** will not indemnify **You** in respect of liability which is insured by or would but for the existence of this section be insured by any other policy except in respect of any excess beyond the amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected. **We** will not provide indemnity in respect of the same liability under more than one section of this **Policy**.

## **School visits**

Thorough hygiene measures should be in place at the **Premises** as advised by the Health and Safety Executive.

Where children are to come into contact with animals adequate washing facilities are to be provided. Those who accompany children on the **Premises** have the responsibility to ensure that hand washing takes place adequate signs and notices are to be displayed warning of the dangers of not washing hands and touching animals.

Eating and drinking is not to be permitted where animal contact takes place.

## Extensions applying to Section 8 – Public and product liability

### Additional persons insured

1. In the event of the death of any person entitled to indemnity under this section **We** will indemnify the deceased's legal personal representatives but only in respect of liability incurred by such deceased person.
2. At **Your** request **We** will indemnify
  - a. any **Principal** in respect of liability arising out of **Your** performance of any agreement entered into by **You** with the **Principal** to the extent required by such agreement
  - b. any of **Your** directors or **Employees** in respect of liability arising 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**
  - c. any officer committee or member of **Your** canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
  - d. any of **Your** directors or senior officials in respect of private work undertaken by any **Employee** for the director or senior official

provided that

- i. each person shall as though he were **You** observe fulfil and be subject to the terms of this section
- ii. **We** shall retain the sole conduct and control of all claims
- iii. where **We** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not exceed the Limit of Indemnity.

### Moral obligation

For farming and growing activities only where requested by **You We** will pay for **Damage** to

1. the personal effects of visitors to **Your Premises** (including their vehicles); and/or
2. other property arising from
  - a. **Your Livestock** trespassing escaping or being driven;
  - b. **Your** dogs;
  - c. stones or other objects (other than sprays or chemicals) being thrown up by **Your** agricultural vehicles or machinery; and/or
  - d. falling trees branches walls or any part of the structure of buildings situated at **Your Premises**;

for which **You** are not legally liable.

The most **We** will pay in total during any one **Period of Insurance** is £2,500.

### Cross liabilities

If the **Policy** is issued in joint names of more than one party this section will indemnify each party as if a

separate **Policy** had been issued to each of them provided that **Our** liability to all parties indemnified will not exceed in total the limit of indemnity shown on **Your Schedule**.

#### **Compensation for court attendance**

In the event of any of the undermentioned persons attending court as a witness at **Our** request in connection with a claim for which **You** are entitled to indemnity under this section **We** will pay **You**

1. £250 for any of **Your** directors partners or proprietors
2. £150 for any of **Your Employees**

per day for each day attendance is required.

#### **Pollution and contamination statutory enforcement costs**

In the event of **Pollution** or **Contamination** 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 We** will indemnify **You** against costs and expenses reasonably incurred or payable by **You** as a direct result of a legally binding order notice or requirement of a government or statutory authority implementing or enforcing environmental protection legislation to take measures necessary in order to neutralise isolate confine abate remove destroy or eliminate such **Pollution** or **Contamination**.

Provided always that

1. all **Pollution** or **Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place
2. the maximum amount payable under this Extension in respect of all **Pollution and Contamination** which is deemed to have occurred during the **Period of Insurance** shall not exceed £2,000,000 in all during any one **Period of Insurance**
3. any amount payable by reason of this extension shall form part of and not be in addition to the amount of the Limit of Indemnity specified in paragraph 1.b of the **Pollution** or **Contamination** exclusion to section 8
4. **We** shall not be liable in respect of
  - a. any sum incurred or payable in
    - i. remediation of land beyond that necessary so that it no longer poses a significant threat of adversely affecting human health
    - ii. improving surface or ground water beyond its status or condition existing immediately prior to the incident described above
    - iii. reinstatement or reintroduction of plant or animal life
    - iv. measures ordered or required to be undertaken at any alternative site to that directly affected by the incident described above
  - b. a notice to prevent an imminent threat of damage to the environment unless as a result of an incident of **Pollution** or **Contamination** within the meaning of this **Policy** that has already occurred
  - c. **Pollution** or **Contamination** of buildings or other structures or of water or land owned leased

- or rented by the insured
- d. any incident which occurs outside Great Britain Northern Ireland the Channel Islands or the Isle of Man.
- e. **We** shall not be liable in respect of **Pollution or Contamination** of any property or buildings not insured by this **Policy**.

Subject otherwise to the terms exclusions and conditions of this **Policy**.

#### **Accidental release of asbestos (Claims made) cover**

**We** will pay for the amount of damages which **You** are legally liable to pay in respect of a claim first made against **You** and notified to **Us** during the **Period of Insurance** arising from the accidental and unplanned release of **Asbestos**.

The maximum amount **We** will pay for the total of all damages and **Claim Costs** arising from claims first made against **You** and notified to **Us** during the **Period of Insurance** caused by or arising from **Asbestos** is £1,000,000.

**We** will not pay for

1. claims
  - a. relating to the fear suffered by any person of the consequences of exposure to **Asbestos**
  - b. in respect of loss of or damage to material property, obstruction, trespass, nuisance or interference with any right of way, air, light or water unless arising from contamination resulting from the unplanned release of **Asbestos** due to a sudden, identifiable, unintended and unexpected incident which happens at a specific time and place during the **Period of Insurance** in the course of any work, process or other operation
  - c. to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove **Asbestos** in or on premises
    - i. that **You** have disposed of
    - ii. owned, leased, let, rented, hired or lent to **You**
    - iii. for which **You** have any statutory duty to manage **Asbestos**
  - d. for any incident known to **You** or for which **You** should have been aware before the start of this cover
2. the **Excess** of £1,000 in respect of loss or damage to property caused by or arising from **Asbestos**.

If during the **Period of Insurance** **You** first become aware of any circumstances that may give rise to a claim under this section and notification is given to **Us** during or within 7 days of the expiry of the **Period of Insurance**, **We** will if a claim is subsequently made against **You** consider such circumstances as having been made during the **Period of Insurance** that **You** first become aware.

The following additional conditions apply to this section.

1. If **You** have contracted or reached agreement for the investigation, handling, removal, stripping out, demolition, transportation or disposal of **Asbestos**, a written risk assessment must be undertaken and controls put in place to prevent the release of **Asbestos**.
2. If **You** discover any materials that are known or suspected to be **Asbestos** prior to or in the course of any work, process or other operation, **You** must immediately upon discovery take steps to suspend or cease such work, process or other operation until the composition of the materials is established.
3. **You** must ensure that any **Asbestos** is investigated, handled, removed, stripped out, demolished, transported and / or disposed of in accordance with Health and Safety regulations in force within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

If **You** do not comply with these conditions **You** will not be covered and **We** will not make any payment in respect of a claim.



## Exclusions applying to Section 8 – Public and product liability

We will not provide indemnity for

### Asbestos Exclusion

Claims caused by or arising from

1. inhalation or ingestion of **Asbestos**
2. exposure to or fear of the consequences of exposure to **Asbestos**
3. the presence of **Asbestos** in any property or on land
4. investigating, managing, removing, controlling or remediation of **Asbestos**

Except as otherwise provided by the **Accidental Release of Asbestos (Claims made) Cover** under this section.

### Aviation and craft

legal liability arising out of

1. work in or on aircraft
2. ownership or work in or on an airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
3. the ownership possession or use by **You** or on **Your** behalf of any
  - a. aircraft
  - b. watercraft (other than watercraft not exceeding 8 metres in length or any hand-propelled boat or pontoon used on inland waterways only)
4. **Products Supplied** which to **Your** knowledge are for use in or on any aircraft.

### Cyber and data exclusion

For the purposes of this exclusion the following defined terms shall apply:

#### Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

#### Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## Cyber Incident

1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**.
2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

## Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

## Genetically Modified Organisms

1. the supply use or production of any genetically produced crops or organisms
2. contamination or damage caused by the dissemination, spread, cross-pollination, or threat thereof of genetically modified crops or organisms.
3. any change to the environment arising from research testing or production of genetically modified crops or organisms.

Any claims directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with

1. any **Cyber Act** or **Cyber Incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**
2. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any **Data**, including any amount pertaining to the value of such **Data**
3. failure of electronic, electromechanical data processing or electronically controlled equipment or **Data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims

- a. for accidental injury
- b. for accidental **Damage** to physical property
- c. under the Data Protection Act Extensions applying to part 1- Public liability

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident**.

## Injury to Employees

legal liability in respect of **Injury** to any **Employee**.

## Liability under agreement

legal liability assumed by **You** under agreement unless the conduct and control of claims is vested in **Us** but indemnity shall not in any event apply to

1. liquidated damages fines or penalties

2. legal liability which attaches by virtue of an express warranty indemnity or guarantee given or entered into by **You** in connection with any **Products Supplied** and which would not have attached in the absence of such warranty indemnity or guarantee.

### **Excess**

the amount of Excess stated in **Your Schedule**.

### **Professional risks**

legal liability arising out of a breach of a professional duty or service.

### **Pollution or Contamination**

1. All liability in respect of **Pollution** or **Contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **Period of Insurance** provided that:
  - a. all **Pollution** or **Contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
  - b. **Our** liability for all compensation payable in respect of all **Pollution** or **Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the Limit of Indemnity stated in Section 8 of the **Schedule**
  - c. this exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories.
2. All liability in respect of **Pollution** or **Contamination** occurring in the United States of America and/or Canada and/or their dependencies or trust territories.

## **Prosecution defence costs**

(This Prosecution defence costs extension is only operative where one or all of Sections 7 and 8 are stated as being "Insured" in the **Schedule**)

## **Definitions**

(The definitions which apply to this cover are in addition to the general definitions)

The following definitions apply to this section and will keep the same meaning wherever they appear in the section.

### **Applicable Legislation**

1. Health and Safety at Work etc. Act 1974 including the Control of Substances Hazardous to Health Regulations 2002 concerning the risk from exposure to legionella;
2. Management of Health and Safety at Work Regulations 1999;
3. Corporate Manslaughter and Corporate Homicide Act 2007;
4. Health and Safety Inquiries (Procedure) Regulations 1975;

5. Protection from Harassment Act 1997,

or similar legislation in force in the **Territorial limits**; and

6. Part II of the Consumer Protection Act 1987 and Part II of the Food Safety Act 1990.

### **Appointed advisor**

The solicitor, accountant, mediator or other suitably qualified person, who has been appointed to act for an **Insured Person** in accordance with the terms of this section.

### **Costs and Expenses**

1. Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by **Us**.
2. In civil claims, the other side's costs, fees and disbursements where the **Insured Person** has been ordered to pay them or pays them with **Our** agreement.

### **Insured Person**

1. **You** and **Your** directors, partners, managers, officers and the **Employees** of **Your Business**.
2. The estate, heirs, legal representatives or assigns of any persons mentioned in a) in the event of the person dying.
3. Any other person who is contracted to perform work for **You**, who in all other respects **You** have arranged to insure on the same basis as **Your** other **Employees** and who performs work under **Your** supervision.

### **Reasonable prospects of success**

In criminal prosecution claims where the **Insured Person**:

1. pleads guilty, a greater than fifty per cent chance of the **Insured Person** successfully reducing any sentence or fine;
2. pleads not guilty, a greater than fifty per cent chance of that plea being accepted by the court.

### **Standard basis**

The basis of assessment of costs where the court only allows recovery of costs which are proportionate to the claim and which have been reasonably incurred.

### **Territorial limits**

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

## **What is covered**

**We** will pay the **Insured Person's Costs and Expenses** up to £1,000,000 in the aggregate (other than in respect of the Corporate Manslaughter and Corporate Homicide Act 2007 where the limit of liability of this section will apply in the aggregate) during the **Period of Insurance** for all claims related by time or original cause including the cost of appeals, in respect of:

1. the defence of any criminal proceedings brought against **You** in respect of an offence or breach, whether actual or alleged, of any **Applicable Legislation**;
2. any prosecution costs awarded against **You** arising from those proceedings described in a) above;
3. **Costs and Expenses** incurred with **Our** consent for **Your** legal representation at an inquiry ordered under any **Applicable Legislation**;
4. appeals against improvement and prohibition notices incurred with **Our** consent.

Provided that:

1. the claim arises in connection with **Your Business** and occurs within the **Territorial Limits**;
2. the claim always has **Reasonable Prospects Of Success**; and
3. the prosecution or proceedings relate to an offence alleged to have been committed during the **Period of Insurance**.

## Conditions

Included here are the conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may need to reject a claim or a claim payment could be reduced.

### Acts of parliament, statutory instruments, civil procedure rules and jurisdiction

All legal instruments and rules referred to within this section of the **Policy** include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

### Consent

The **Insured Person** must agree to **Us** having sight of the **Appointed Advisor's** file relating to the **Insured Person's** claim. The **Insured Person** is considered to have provided consent to **Us** or **Our** appointed agent to have sight of the **Appointed Advisor's** file for auditing and quality and cost control purposes.

### Freedom to choose an appointed advisor

1. **We** will choose the **Appointed Advisor**; however, the **Insured Person** is free to choose an **Appointed Advisor** if they wish.
2. Where the **Insured Person** wishes to exercise their right to choose, they must write to **Us** (by e-mail, fax or letter) with their preferred representative's contact details. If the **Insured Person** does choose their own **Appointed Advisor**, the amount payable for their services will be on the basis of **Our** standard terms of appointment for legal representation or other reasonable terms of appointment to which **We** agree, **Our** agreement not to be unreasonably withheld.
3. If the **Insured Person** dismisses the **Appointed Advisor** without good reason, or withdraws from the claim without **Our** written agreement or if the **Appointed Advisor** refuses with good reason to continue acting for the **Insured Person**, cover will end with immediate effect.

### **Barrister's opinion**

At any time **We** may seek an independent barrister's opinion as to the **Reasonable Prospects Of Success** in defending the prosecution.

If the opinion is that a "not guilty" plea does not have a **Reasonable Prospect Of Success** then **We** will advise **You** of that opinion.

Should **You** elect to continue with a "not guilty" plea then **We** will withdraw **Our** support for the **Insured Person's** defence and be under no further obligation to cover **You** for any costs incurred from the date of **Your** refusal to accept that opinion; unless **You** obtain an independent barrister's opinion at **Your** own expense which contradicts the opinion that **We** have obtained; in which case **We** will ask the chairperson or vice-chairperson of the bar council to appoint a queen's counsel to give a final opinion, at **Our** expense, as to the prospects of success in defending the prosecution.

If the opinion of the queen's counsel agrees with the **Insured Person's** barrister's opinion then **We** will continue to support the **Insured Person's** defence, but if it does not **We** will withdraw **Our** support for the **Insured Person** and be under no further obligation to cover the **Insured Person's** costs incurred from the date of the queen's counsel final opinion. This does not affect the **Insured Person's** right under the Arbitration clause contained within the General conditions section.

### **The Insured Person's responsibilities**

An **Insured Person** must:

1. tell **Us** as soon as is practicably possible of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve a claim in their favour;
2. cooperate fully with **Us**, give the **Appointed Advisor** any instructions **We** require, and keep them updated with progress of the claim and not hinder them;
3. take reasonable steps to recover **Costs and Expenses** and pay them to **Us**; and
4. keep **Costs and Expenses** as low as reasonably possible.

### **What is not covered**

**We** will not be liable under this section for any claim arising from or relating to:

#### **Costs and Expenses incurred without consent**

**Costs and Expenses** incurred without **Our** consent;

#### **Fines & penalties**

Fines or penalties of any kind;

#### **Prior losses**

Any actual or alleged act, omission or dispute happening before, or existing at the inception of the **Policy**, and which the **Insured Person** knew or ought reasonably to have known could lead to a claim;

### **Legal expenses insurance**

**Costs and Expenses** incurred as a result of any criminal proceedings, appeals or inquiries which arise independently of any legal liability **You** may have to pay damages which may, subject always to all applicable terms, conditions and exclusions, be covered under Section 14 – Legal expenses.

# Section 9 – Engineering breakdown and inspection

## Sub-section 9a – Engineering breakdown

**Your Schedule** will show if this section applies.

Victor Insurance has arranged for engineering breakdown to be provided under this **Policy** via HSB Engineering Insurance Limited. As cover under this section is provided by HSB Engineering Insurance Limited not by Victor Insurance this section contains its own definitions, exclusions and conditions. These take precedence over any definitions, exclusions and conditions in any other section of this **Policy** unless otherwise stated.

## Definitions applying to Sub-Section 9a

Wherever the following words appear in this section they will always have the following meanings and start with a capital letter and bold print.

### Insured Property

Installed machinery and plant and mobile plant owned by or leased to **You** for the purpose of the **Business** as described in the **Schedule** at the **Premises** specified in the **Schedule** excluding:

1. supporting structures lift enclosures (other than landing gates) rail tracks anchorage bolts or fixing appliances brickwork masonry foundations or chimneys
2. vehicles other than purpose built lifting and handling machinery
3. prototype and experimental machinery and plant
4. computer or data processing equipment unless linked and wholly dedicated to the control of any machine or production or treatment process
5. office equipment
6. communication or alarm systems
7. vending machines
8. stock in trade and products of **Your Business**.

### Breakdown

1. The actual breaking failure distortion or burning out of any part of the **Insured Property** whilst in ordinary use arising from defects in the **Insured Property** causing its sudden stoppage and necessitating repair or replacement before it can resume work.



2. Fracturing of any part of the **Insured Property** by frost when such fracture renders the **Insured Property** inoperative.
3. The actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary.
4. Error or omission of the operator(s) during normal operation of the **Insured Property** other than in respect of failure to maintain.
5. Joint leakage failure of welds cracking fracturing overheating of boilers economisers superheaters pressure vessels or any range of associated steam piping.

### **Collapse**

The sudden and dangerous distortion (whether or not attended by rupture) of any part of the **Insured Property** caused by crushing stress by force of steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents).

### **Explosion**

The sudden and violent rending of the **Insured Property** by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the **Insured Property** together with forcible ejection of the contents.

### **Fragmentation**

Accidental damage caused by impact to surrounding property belonging to or in the custody and control of **You** and for which **You** are responsible resulting from fragmentation of any part of the **Insured Property** excluding damage

1. to the **Insured Property** causing the damage or any **Insured Property** directly driving or driven by the **Insured Property**
2. to property being handled conveyed heated cooled or processed by or contained in the **Insured Property**
3. caused by leakage or by lack of heat cooling light power or steam
4. caused by and occurring during testing of **Insured Property**.

### **Hazardous substance**

Any substance other than ammonia that has been declared to be hazardous to health or the environment by a governmental authority.

### **Hired in plant**

Equipment hired by **You** as a temporary replacement for owned or leased **Insured Property** which is temporarily located at any other location or in transit for the purpose of repair service overhaul or maintenance but not **Insured Property** on free loan.

### **Pressure plant**

**Insured Property** which stores fluids either below or above atmospheric pressure including boilers radiators and associated apparatus and pipework.

### **Reinstatement shall mean**

Where **Insured Property** is destroyed or damaged to the extent that repair is uneconomic or impractical

1. if a building its re-building
2. if not a building its replacement by similar **Insured Property** or property but in either case in a condition equal to but not better or more extensive than its condition when new.

Where **Insured Property** is damaged the repair of the damaged item to a condition substantially the same as that immediately before the occurrence of the damage.

**Reinstatement** shall include additional costs incurred to comply with European Union Legislation Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Municipal or Local Authority in force prior to the event or in respect of cover extension EEI (Environment & Efficiency Improvements) where necessary.

Provided that

1. **Our** liability shall not exceed the limits of indemnity stated in the **Schedule** for loss of or damage to the **Insured Property** belonging to **You**
2. the work of **Reinstatement** must be commenced and carried out expeditiously and must be completed within twelve months of the destruction or damage or within any further time **We** may allow and may be carried out wholly or partially upon another site (if Legislation Act Regulations or Bye-Laws require) provided that **Our** liability is not increased
3. where **Insured Property** is partially damaged or destroyed **Our** liability shall not exceed the sum which **We** would have been called upon to pay for **Reinstatement** in the event of total destruction
4. no payment beyond the amount which would have been payable had special condition basis of settlement not been incorporated shall be made until the cost of **Reinstatement** has been incurred
5. no payment beyond the amount which would have been payable had special condition basis of settlement not been incorporated shall be made if at the time of destruction or damage to the **Insured Property** it is covered by any other insurance held by or on behalf of **You** which is not upon a **Reinstatement** basis
6. the amount recoverable shall not include
  - a. the cost incurred in complying with any Legislation Acts Regulations or Bye-Laws
  - b. under which notice had been served upon **You** prior to the happening of the destruction or damage
  - c. in respect of undamaged **Insured Property** or other property or undamaged portions of **Insured Property** or other property

- d. the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the **Insured Property** or by the owner by reason of compliance with any Legislation Acts Regulations or Bye-Laws
- e. where by reason of the above provisions no payment will be made beyond the amount which would have been payable if this basis of settlement had not been incorporated **Our** rights and liability in respect of the destruction or damage shall be subject to the terms and conditions of this insurance as if this basis of settlement had not been incorporated.

Subject otherwise to the terms special conditions and special exclusions of this section.

### Re-siting

The actual physical removal of **Insured Property** or a major part thereof from one site to another within the **Premises** shown in section 1 of **Your Schedule**.

### Premises

The location(s) shown in Section 1 of **Your Schedule**.

### We/Our/Us

HSB Engineering Insurance Limited.

## Cover

**We** will indemnify **You** against sudden and unforeseen loss or damage to **Insured Property** described in the **Schedule** whilst at the **Premises** specified in the **Schedule** subject to the terms special conditions and special exclusions of this section.

## Extensions applying to Sub-Section 9a

Cover provided by this section extends to include:

### Automatic cover

Newly acquired **Insured Property** from the time its installation and testing is completed and the **Insured Property** is ready to commence normal working at the **Premises** shown in Section 1 of **Your Schedule**.

Provided that

1. the **Insured Property** belongs to a category shown in the **Schedule** and is of a type similar to that which **You** have previously declared **Your** intention to insure
2. the **Insured Property** shall be insured to the same extent as **Insured Property** of a similar type
3. the **Insured Property** is free from defects so far as **You** are aware and complies with any statutory obligations concerning its examination and certification
4. **You** shall inform **Us** in writing of such **Insured Property** within twelve months of installation and shall pay the additional premium required by the **Company**.

Subject otherwise to the terms special conditions and special exclusions of this section.

### **Temporary removal**

Loss of or damage to the **Insured Property** occurring within the European Union or European Free Trade Area whilst temporarily located at any other location or in transit for the purposes of repair service overhaul or maintenance.

### **Machinery movement**

Loss of or damage to **Insured Property** during re-siting not exceeding £25,000 in respect of each claim for loss or damage for which liability is accepted.

### **Damage to own surrounding property - pressure explosion**

Damage to own surrounding property owned by or leased to **You** and for which **You** are responsible caused by **Explosion** of **Pressure Plant** not exceeding £1,000,000 (unless otherwise stated in this section) in respect of each claim for loss or damage for which liability is accepted.

This extension does not cover damage

1. to the **Insured Property** causing the damage or any **Insured Property** directly driving or driven by the **Insured Property**
2. to property being handled conveyed heated cooled or processed by or contained in the **Insured Property**
3. caused by leakage or by lack of heat cooling light power or steam.

### **Hired in plant**

**Your** legal liability under the terms of the hiring agreement to pay

1. for the loss of or damage to the **Hired in Plant**
2. continuing hiring charges for **Hired in Plant** following loss or damage insured under 1. whilst the **Hired in Plant** is at the **Premises** specified in the **Schedule** or in transit (other than by sea or air) between **Premises** specified in the **Schedule** not exceeding a limit £50,000 any one claim.

Where legal proceedings have been initiated against **You** in respect of an indemnifiable incident under this extension **We** will with prior written consent (which may be withheld at **Our** sole discretion) pay all reasonable legal expenses actually incurred by **You** in defending such action.

**Our** liability under this extension shall not exceed £50,000 any one claim.

### **Cost of substitute equipment**

The cost of hire charges incurred by **You** for the necessary hire of substitute **Insured Property** of a similar type and capacity following loss of or damage to the **Insured Property** during the period of repair or until the **Insured Property** is permanently replaced not exceeding £10,000 in respect of each claim for loss or damage for which liability is accepted.

### **Hazardous substances**

The increase in cost to repair replace clean up or dispose of **Insured Property** affected by a **Hazardous Substance** not exceeding £25,000 in respect of each claim for loss or damage for which liability is accepted.

### **EI (environmental & efficiency improvements)**

The additional costs involved should **Insured Property** require replacement following an indemnifiable occurrence to replace the **Insured Property** with equipment that is better for the environment safer and more efficient than the **Insured Property** being replaced not exceeding 125% of what the cost would have been to replace with like kind capacity size quality and function or £25,000 whichever is the less subject always to the limit of indemnity under this section.

### **Emergency services**

Emergency service charges for which **You** may be liable not exceeding £10,000 in respect of each claim for loss or damage for which liability is accepted.

### **Fragmentation cover**

Fragmentation subject to the limit of indemnity stated in the **Schedule**.

## **Optional extensions and limitations applying to Sub-Section 9a**

Subject otherwise to the terms special conditions and special exclusions of this section where any of the following symbols appear against any item of **Insured Property** the cover is amended accordingly.

### **BDN - breakdown limitation cover clause**

Liability for loss or damage shall be limited to damage to **Insured Property** caused by its **Breakdown**.

### **EXP - explosion/collapse limitation cover clause**

Liability for loss or damage shall be limited to damage to **Insured Property** caused by its **Explosion** or **Collapse**.

### **ADL - accidental damage limitation cover clause**

**We** shall not be liable for loss of or damage to **Insured Property** caused by or arising from **Breakdown Explosion** or **Collapse**.

### **MDL - material damage limitation cover clause**

**We** shall not be liable for any loss of or damage to the **Insured Property**.

### **FRA – fragmentation limitation cover clause**

Liability for loss or damage shall be limited to **Fragmentation**.

### **ISE - inspection service exclusion cover clause**

**We** do not undertake to make periodic inspections of the **Insured Property** nor to report thereon.

### **LGE - lifted goods extension cover clause**

**We** will subject to the limit of indemnity for this extension indemnify **You** against accidental direct damage to property owned by or leased to **You** or in **Your** custody or control whilst being handled by **the Insured Property** and arising out of its normal use.

This extension does not cover damage resulting from a fault in or fragility of the property being lifted or its container.

### **OSP - own surrounding property extension cover clause**

**We** will subject to the limit of indemnity for this extension indemnify **You** against damage to property owned by or leased to **You** and for which **You** are responsible

1. directly resulting from **Explosion of Pressure Plant**
2. directly resulting from any damage to the **Insured Property** insured under this section
3. caused by impact through the normal operation of lifting and handling **Insured Property** though the **Insured Property** itself may not be damaged.

This Extension does not cover damage

1. to the **Insured Property** causing the damage or any **Insured Property** directly driving or driven by the **Insured Property**
2. to property being handled conveyed heated cooled or processed by or contained in the **Insured Property**
3. caused by leakage or by lack of heat cooling light power or steam excepting that 2. and 3. above shall not apply to damage directly consequent upon and solely due to **Explosion**

## **Special conditions applying to Sub-Section 9a**

### **Inspection**

Where contracted to provide periodic Thorough Examinations or Inspections **We** will arrange for HSB Engineering Insurance Services Limited (the "Inspection Company") to inspect the **Insured Property** described in the Inspection Schedule and to report thereon in accordance with Sub-Section 9b Engineering inspection - Thorough Examination/Inspection of Insured Property.

### **Declarations and adjustment of premium**

Where the premium is a deposit and has been calculated on estimates at the end of each **Period of Insurance** the actual premium payable shall be calculated by applying the rates agreed between **You** and **Us** to the declarations agreed as the basis of adjustment.

If the premium calculated exceeds or falls short of the deposit **You** shall pay or **We** shall refund the difference subject to the minimum premium shown in the **Schedule** or 75% of the deposit whichever is the higher.

## **Basis of settlement**

In respect of

1. **Insured Property** less than three years old at the time of a claim

### **2. Pressure Plant**

the basis upon which the amount payable for loss of or damage to the **Insured Property** shall be the amount payable by **You** for the Reinstatement of the **Insured Property**.

## **Restricted life**

The indemnity provided in respect of conveyor belts and refractory materials forming a component part of the **Insured Property** which have a limited working life shall be restricted to the value of such part or parts at the time of the indemnifiable occurrence due allowance having been made for the length of time the part or parts have been in service.

## **Multiple lifting operations**

For the insurance provided under this section to be operative during any operation in which a load is shared between any items of **Insured Property** classed as lifting plant or lifting equipment (whether insured under this section or not) the lifting operation must be conducted in accordance with all relevant legislation and in addition if the lifting operation involves the use of cranes the crane operation must be conducted in accordance with the BS7121 Codes of Practice or any replacement thereof.

## **Hiring conditions**

The insurance provided by the **Hired in Plant** cover extension of this section will indemnify **You** to the extent required by the following conditions of hire which have been evidenced in writing and accepted and exchanged between all bound parties

1. 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; or
2. specific conditions agreed by the **Company** in writing and endorsed upon this section.

In the event of a loss involving hire conditions more onerous than those covered by this section the indemnity provided will be limited to liability under 1. or 2. above as applicable.

## **Average**

If any item of **Insured Property** has an individual Sum Insured set against it and at the time of any loss or damage to the item its value exceeds that Sum Insured then **You** shall be considered **Your** own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly.

## **Access**

**We** or **Our** representatives shall have the right of access to the **Insured Property** at reasonable times.

## **Suspension of cover**

**We** reserve the right to suspend this insurance at any time by written notice to **Your** last known address until **Our** requirements have been fulfilled.

## Special exclusions applying to Sub-Section 9a

We shall not be liable for:

### Excluded perils

Loss of or damage to **Insured Property** caused by or from

1. fire lightning explosion (other than **Explosion** as defined in this section) earthquake flood storm tempest inundation escape of water from water containing apparatus leakage from sprinkler installations aircraft and other aerial devices or articles dropped therefrom
2. theft or attempted theft

but damage to any **Insured Property** insured under this section by its own **Explosion** as a result of any such cause is not excluded.

This Exclusion shall not apply in respect of **Insured Property** under

1. The Temporary removal cover extension whilst temporarily located at any other location and/or in transit for the purposes of repair service overhaul or maintenance
2. The Hired in plant cover extension.

### Erection risk

Loss of or damage to **Insured Property** during installation erection dismantling transportation or removal other than transportation or removal under its own power whilst at the **Premises** shown in the **Schedule** or as provided under the Temporary removal and the Machinery movement extensions of cover.

### Consequential loss

Loss of use or consequential loss or damage of any kind or description unless specifically provided for elsewhere within this section.

### Excluded parts

Loss of or damage to

1. safety or protective devices due to their functioning
2. tyres by cuts bursts punctures or the application of brakes unless arising from a malicious act
3. batteries other than loss or damage due to extraneous cause
4. tools cutting edges moulds dies patterns non-metallic linings pulverising and crushing surfaces flexible pipes trailing cables driving belts or bands or parts requiring periodic renewal.

### Intentional acts

Loss or damage caused by or arising out of

1. any intentional act or wilful omission by **You** (other than an act or omission the purpose of which is an exceptional measure to prevent injury loss or damage) which having regard to the nature



and circumstances of the act or omission could reasonably be expected to cause contribute to or exacerbate any loss or damage

2. a. intentional overloading
- b. testing or experiments involving the imposition of any abnormal conditions.

### **Wear and tear**

Loss or damage caused directly by

1. wear and tear gradual deterioration or rust
2. gradually developing defects
3. scratching or chipping of painted or polished surfaces
4. erosion or corrosion

but this shall not exclude resultant loss or damage not otherwise excluded.

### **Application of tools**

Loss or damage caused by or arising out of the direct application of any tool or process during the course of repair maintenance inspection modification or overhaul.

### **Guarantees of performance**

Liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency.

### **Airborne and waterborne craft**

Loss of or damage to airborne or waterborne vessels craft platforms or rigs or any **Insured Property** situated thereon or being loaded onto or offloaded therefrom.

### **Pollution or contamination**

Loss or damage caused by or arising from pollution or contamination.

This exclusion shall not apply to cost arising from pollution or contamination of **Insured Property** caused directly by an occurrence which is insured by this section provided that **Our** liability shall be limited to a maximum of £50,000 in respect of pollution or contamination.

## **Sub-Section 9b – Engineering inspection**

**Your Schedule** will show if this section applies.

Victor Insurance have arranged for engineering inspection to be provided under this **Policy** via HSB Engineering Insurance Services Limited. As the service under this section is provided by HSB Engineering Insurance Services Limited not by Victor Insurance this section contains its own definitions, exclusions and conditions. These take precedence over any definitions, exclusions and conditions in any other section of this **Policy** unless otherwise stated.

## Definitions applying to Sub-Section 9b

Wherever the following words appear in this section they will always have the following meanings and start with a capital letter and bold print.

### Thorough Examination

A thorough examination of **Plant** or examination of **Plant** in accordance with a **Written Scheme** which is carried out solely in accordance with the requirements of the **Statutory Regulations** that apply to the **Plant** at the time of examination.

Unless otherwise agreed in writing the scope of any such prescribed examination shall not include approval or verification of the fitness for purpose of any design or design features of **Plant** performing or witnessing tests of a non-routine nature (unless stipulated as the responsibility of the **Competent Person** in a HSE (Health & Safety Executive) or SAFed (Safety Assessment Federation) Approved Code of Practice or Guidance) including but not limited to

1. in the case of boiler/pressure plant ultrasonic radiographic hydrostatic or other non-destructive testing
2. in the case of lifting and handling plant any proof load stability anchorage supplementary or similar test in accordance with industry guidance or thorough examination as required when exceptional circumstances have occurred
3. in the case of mechanical power press plant subject to the requirements of PUWER 98 Part IV the examination of enclosed parts and tests thereof
4. in respect of local exhaust ventilation plant the initial appraisal of the **Plant**.

### Inspection

An inspection of **Plant** which is exempt or excluded from the requirement for a periodic thorough examination or examination in accordance with a **Written Scheme** as specified in the **Statutory Regulations**.

Unless otherwise agreed in writing any such inspection will be visual in nature limited by the design of the **Plant** and the extent to which **You** have prepared the **Plant** and made available a safe means of access to the **Plant** and may include such tests as are deemed appropriate to establish general condition and standard of **Plant** maintenance by a **Competent Person**.

Any such inspection will not be deemed to comply with any specific regulations or **Statutory Regulations** unless specified in the **Schedule**.

### Inspection Company

HSB Engineering Insurance Services Limited.

### Inspection Schedule

The plant schedule forming part of this section.

### **Normal Working Hours**

8:00 a.m. to 6:00 p.m. Monday to Friday excluding public bank and local holidays.

### **Competent Person**

An Engineer Surveyor employed and/or authorised by the **Inspection Company** to perform the **Thorough Examination/Inspection**.

### **Inspection Company Services**

1. The periodic performance of a **Thorough Examination/Inspection** of **Plant** within **Normal Working Hours**; and
2. The provision of a **Report of Thorough Examination/Inspection** within a reasonable time or within legal requirements if prescribed by applicable **Statutory Regulations**.

### **Fees**

The amount payable for **Inspection Company Services** as stated in the **Schedule** or as varied from time to time in accordance with the fees as specified in this section.

### **Report**

A document in the Inspection Company's standard format issued to **You** electronically or on paper that provides details of the **Thorough Examination/Inspection** of the **Plant** that was undertaken.

### **Plant**

The machinery, appliances and equipment shown in the **Schedule**.

### **Premises**

The location(s) shown in Section 1 of **Your Schedule**.

### **Statutory Regulations**

The following **Statutory Regulations** (as amended or extended by any enactment or statutory re-enactment thereof) as may be applicable to the **Thorough Examination** of **Plant** at the time of any such **Thorough Examination**.

1. The Lifting Operations and Lifting Equipment Regulations
2. The Pressure Systems Safety Regulations
3. The Provision and Use of Work Equipment Regulations, Part IV ("PUWER Part IV")
4. The Control of Substances Hazardous to Health Regulations (as amended)
5. The Workplace (Health Safety and Welfare) Regulations
6. The Control of Major Accident Hazard Regulations
7. The Electricity at Work Regulations
8. The Dangerous Substances and Explosive Atmospheres Regulations
9. The Factories Act 1955 (as amended by the Safety in Industry Act 1980)
10. The Safety in Industry Act 1980
11. The Safety Health and Welfare at Work (General Application) (Amendment) Regulations
12. The Safety Health and Welfare at Work (Quarries) Regulations

## Written Scheme

A document drawn up by a competent person in accordance with Regulation 8 of the Pressure Systems Safety Regulations which contains information about selected items of **Plant** that form a pressure system including but not limited to the parts which require examination and the nature and frequency of such examinations.

## Cover

### Provision of services

The **Inspection Company** shall provide to **You** the **Inspection Company Services** at the **Premises** specified in Section 1 of **Your Schedule** within **Normal Working Hours** during the **Period of Insurance** subject to the terms and special conditions of this section and in consideration of which **You** shall pay the **Fees**.

The **Inspection Company** will comply with **Your** safe systems of work provided such systems are notified to the **Inspection Company** in advance of any **Thorough Examination/Inspection**.

During the **Period of Insurance** the **Inspection Company** may

1. decline to undertake any **Thorough Examination/Inspection** if at its sole discretion to do so would pose a health safety or welfare risk
2. appoint sub-contractors to provide services to support the **Thorough Examination/Inspection** and shall retain responsibility for the execution of any such sub-contracted work
3. make a charge in addition to the **Fees** shown in the **Schedule** if
  - a. **You** request and the **Inspection Company** agrees to perform **Inspection Company Services** outside **Normal Working Hours**
  - b. **You** require additional hard copies of **Reports**
  - c. **You** fail to prepare or make the **Plant** available at the date and time agreed
  - d. **You** require additional services; or
  - e. **You** require the **Competent Person** to undertake training or particular risk assessment specific to **Your** own **Premises** or **Your** health safety and welfare procedures.

## Special conditions applying to Sub-Section 9b

### Your responsibilities

During the **Period of Insurance** **You** shall

1. retain sole responsibility for the care custody and control of the **Plant** at all times
2. allow the **Inspection Company** access to the **Premises** and **Plant** at such reasonable times during **Normal Working Hours** or as shall be agreed between **You** and the **Inspection Company**
3. provide the **Inspection Company** with

- a. a safe working environment at the **Premises** in which the **Plant** is located and
  - b. a safe physical means by which to gain access to perform the **Inspection Company Services**
4. have the **Plant** properly prepared dismantled and reassembled as necessary in order to enable the **Inspection Company** to carry out the appropriate **Thorough Examination/Inspection**
  5. co-operate with and upon request provide the **Inspection Company** with information and data relating to the **Plant** as required by the **Competent Person** to perform the **Inspection Company Services** including without limitation full information concerning any modification to the **Plant** that has been made since the last **Thorough Examination/Inspection** and in respect of **Plant** that is capable of being moved from one location to another the precise location of any such **Plant**.

### **Fees**

The **Inspection Company** shall charge **Fees** for the provision of **Inspection Company Services** and any such **Fees** shall be subject to Value Added Tax (or any other similar tax or duty levied by any government or other authority) at the appropriate rate.

Any such taxes or duties will be payable by **You** in addition to the **Fees**.

The **Fees** shall be calculated on **Plant** as notified by **You** to the **Inspection Company** at the start of the **Period of Insurance** and **You** shall pay the **Fees** at the start of the **Period of Insurance** or as otherwise agreed in writing between the parties.

**You** agree that the **Inspection Company** may adjust the **Fees**

1. to take into account any charges identified in the Provision of Services point 3
2. during and at the end of the **Period of Insurance** to take into account any **Premises** or individual items of **Plant** added to or deleted from the **Schedule**
3. upon any renewal of the section
4. where the **Period of Insurance** is greater than 12 months annually to take into account any changes to the **Plant** the intervals between **Thorough Examination/Inspections** and the retail price index and **Your** payment of any such adjusted **Fees** shall be deemed acceptance by **You** of the adjusted **Fees**.

### **Period of Insurance and termination**

The **Period of Insurance** of this section is as shown in the **Schedule** unless terminated in accordance with this clause.

The **Inspection Company** may terminate this section at any time by giving 10 days' written notice to **You**.

Either **You** or the **Inspection Company** may terminate this section with immediate effect at any time by giving written notice to the other

1. where the other has committed a material breach of the terms of this section which is incapable of remedy

2. where the other has committed a material breach of the terms of this section which is capable of remedy and fails to remedy such breach within 30 days after receipt of a written notice by the other party giving full particulars of the breach and requiring it to be remedied
3. where the other goes into liquidation or in the case of an individual or partnership the individual(s) become(s) bankrupt make(s) a voluntary arrangement with his(their) creditors or has(have) a receiver or administrator appointed
4. where an event of Force Majeure delays a scheduled **Thorough Examination/Inspection** for more than 30 days.

### **Confidentiality**

Neither **You** nor the **Inspection Company** shall disclose or communicate to any third party any technical business or similar information relating to the business affairs of the other party obtained as a result of this section and neither party shall use the other party's information for any purpose other than to perform its obligations under this section.

Nothing in this clause shall impose an obligation of confidentiality on information

1. that was already in the public domain
2. that was rightfully in the possession of the party prior to the commencement of the section or
3. that is required to be disclosed pursuant to any applicable law or regulatory body.

Unless otherwise agreed between the parties all **Reports** and similar material prepared by the **Inspection Company** in connection with the **Inspection Company Services** shall be released only to **You** or **Your** designated representative.

The **Inspection Company** may use data gathered in connection with the **Inspection Company Services** for statistical use.

The obligations under this clause shall come into effect at the start of the **Period of Insurance** and shall survive termination of the section.

### **Limitation of liability and indemnification**

Neither the **Inspection Company** nor any of its employees shall be liable directly or indirectly for any loss damage or injury to property or persons resulting from any accident or defect in any **Plant** nor shall the **Inspection Company** be liable directly or indirectly for loss damage or injury of any kind arising from or connected in any way with any **Inspection Company Services** or documentation of any **Inspection Company Services** including but not limited to **Reports** or from the omission of any **Inspection Company Services** or documentation of any **Inspection Company Services** including but not limited to **Reports** whether or not such **Inspection Company Services** documentation or omission was at **Your** request.

Neither the **Inspection Company** nor any of its employees makes any warranty express or implied concerning the activities described in this section.

Notwithstanding anything else in this section to the contrary to the fullest extent permitted by law

1. the **Inspection Company** shall not be liable to **You** for any special incidental indirect consequential or exemplary damages including but not limited to loss of profits or revenue loss of use loss of opportunity loss of goodwill cost of substitute facilities goods or services cost of capital governmental and regulatory sanctions and claims of third parties for such damages
2. the total cumulative liability of the **Inspection Company** to **You** whether in tort or in contract for all claims losses damages and expenses resulting in any way from this section shall not be greater than the total amount received by the **Inspection Company** from **You** as **Fees** during the **Period of Insurance**.
3. except in the case of death or personal injury caused by the **Inspection Company's** negligence or in other circumstances where liability may not be so limited under applicable law the **Inspection Company's** liability under or in connection with this section whether arising in contract tort negligence breach of statutory duty or otherwise shall not exceed the sum of £25,000,000 (twenty-five million pounds).

**You** shall indemnify and keep the **Inspection Company** indemnified in respect of any claims made against and all damages costs and expenses suffered or incurred by the **Inspection Company** as a result of any third party claim arising out of **Your** failure to comply with **Your** obligations under this section.

Upon completion of the **Inspection Company Services** or termination of this section the provisions relating to indemnity waivers limitations of remedies and limitations of liability including but not limited to those contained in this clause shall remain in full force and effect.

#### **“Force majeure”**

The **Inspection Company** shall not be liable for any delay or the consequences of any delay in performing the **Inspection Company Services** if such delay is due to any cause beyond its reasonable control and shall be entitled to a reasonable extension of time for performance of the **Inspection Company Services**.

### **General conditions applying to Section 9 – Sub-Sections 9a & 9b**

All matters relating to the validity performance or interpretation of this section shall be governed by the laws of England.

The **Inspection Company** and **You** hereby submit to the exclusive jurisdiction of the Courts of England.

No term of this section is intended either expressly or by implication or other inference to purport to confer a benefit or right of action upon any third party.

No such third party shall have any right to enforce any terms of this section whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

The provision of **Inspection Company Services** under this section does not relieve **You** of **Your** legal duty under relevant **Statutory Regulations** to have the **Plant** inspected.

Failure by either party to enforce any of the rights under this section shall not be taken as or deemed to be a waiver of such rights.

If any term of this section is held to be illegal or unenforceable the remainder will remain in full force and effect.

This section represents the entire agreement between the parties and supersedes all prior agreements and representations made by either party whether oral or written.

All notices to be given under this section shall be in writing and may be delivered by first class post or facsimile transmission and shall be deemed to have been delivered 48 hours after posting in the case of first class pre-paid letter and 12 hours after dispatch in the case of facsimile transmission.

The **Inspection Company** shall be entitled to apply any monies due to **You** under this section in or towards any sum owing to the **Inspection Company** in relation to any matter whatsoever.



# Section 10 – Environmental liability

Your Schedule will show if this section applies.

## IMPORTANT NOTE

Section 10 of the Policy is written on a “claims made and reported” basis. It requires that an Environmental Claim is made against **You** during the **Period of Insurance** and reported to **Us** during the same **Period of Insurance** or within thirty (30) days of the expiry date of the **Policy**. Section 10 also requires that **You** notify **Us** of any emergency measures carried out by **You** that give rise to **Emergency Costs** as soon as possible. Section 10 may also have other provisions that are different from other policies **You** have purchased. Please read this section carefully.

The cover provided under this section complements cover provided under the following:

- Section 1 – Property and livestock: Extensions applying to part A – Farming property excluding livestock, Dumping and Fly tipping;
- Section 1 – Property and livestock: Extensions applying to part A – Farming property excluding livestock, Clean up costs (own property);
- Section 1 – Property and livestock: Extensions applying to part E – Home, Clean up costs (own property); and
- Section 8 – Public and product liability: Extensions applying to section 8 – Public and product liability, Pollution and contamination statutory enforcement costs;

such that this section will only provide cover (in accordance with the terms and conditions below) where those sections do not do so.

## Definitions applying to Section 10 – Environmental liability

The definitions which apply to this section are in addition to the general definitions.

Wherever the following words appear in this section they will always have the following meanings and start with a capital letter and bold print.

### **Above Ground Storage Tank(s)**

Any stationary container or vessel, including associated piping connected to it, which has a capacity of five thousand (5,000) litres or more and is less than ten per cent (10%) beneath the surface of the ground.

### **Agricultural Contracting**

The provision of services by **You** or on **Your** behalf for the production of crops and livestock, agricultural engineering work, agricultural haulage or agricultural produce storage.

### **Agriculture**

1. Dairy farming;
2. the production of any consumable produce which is grown for sale or for consumption or other use for the purposes of a trade or business or of any other undertaking (whether carried out for profit or not);

3. the use of land as grazing meadow or pasture land or osier land or woodland or for market gardens or nursery;
4. **Agricultural Contracting**; or
5. the following specified associated activities:
  - a. Leisure activities – camping, caravan, bed & breakfast;
  - b. Livestock activities – horse livery, cattery/dog kennel, shooting, fishing;
  - c. Retail activities– farm shop, open farm; and
  - d. Property activities – occupation by **You** of residential property and / or the letting of real property owned by **You** for residential, commercial or retail use.

For the avoidance of doubt, **Agriculture** does not include any **Excluded Activities**.

#### **Appointed Loss Adjustor**

The company appointed by **Us**, whose authority is strictly limited to the authority specified in the **Pollution Response Extension** and **Conditions** sections of this Section 10. The contact details for the **Appointed Loss Adjustor** are specified under 'Important Information, Making a Claim' at the front of this **Policy**.

For the avoidance of doubt, the **Appointed Loss Adjustor** is not **Our** agent for any other activity including but not limited to **Pollution Response** and/or the recommendation of any consultant(s) or contractor(s) to **You**.

#### **Bodily Injury**

Bodily injury, death, disease, illness or nervous shock.

#### **Clean-up Costs**

Costs:

1. to investigate, assess, remove, dispose of, treat, abate, remediate, contain, neutralise or monitor any **Pollution Condition** provided that payment of such costs is required by law enacted to impose liability for a **Pollution Condition**, and
2. to carry out any preventive measures, emergency remedial actions or remedial measures as specified in the **Environmental Liability Directive**,  
provided that such costs have been incurred by:
  - a. **You** or on **Your** behalf; or
  - b. a governmental authority acting under authority of a law enacted to impose liability for a **Pollution Condition** or **Natural Resource Damage**.

**Clean-up Costs** also include costs necessarily incurred by **You** to repair, restore or replace real or personal property at a **Covered Location** which is damaged while incurring **Clean-up Costs**, to the condition it was in prior to being damaged during the course of incurring **Clean-up Costs**, provided such costs do not exceed the actual cash value of the real or personal property immediately before the damage and further provided that the costs are not incurred in respect of any improvements or betterments.

**Clean-up Costs** also include **Emergency Costs** with the exception of **Emergency Costs** for **Illegal Waste**.

#### **Covered Location**

The principal farm address and total acreage used by **You** as stated in the **Schedule** provided that the location is used predominantly for **Agriculture** (with other permitted activities as accepted and listed in the **Schedule**) and is within the **Territorial Limits**.

#### **Emergency Costs**

Reasonable and necessary expenses for emergency measures carried out by **You** at **Your** sole initiative without the prior approval of the **Appointed Loss Adjustor** where **You** have no choice but to carry out such measures because any delay by **You** in immediately carrying them out could result in a **Pollution Condition** or **Natural Resource Damage** or a significant increase in the cost of dealing with an **Environmental Claim**.

The maximum indemnity limit for **Emergency Costs** is fifty thousand pounds sterling (£50,000).

**Emergency Costs** do not include **Pollution Response Costs** or any costs that involve or are otherwise based upon or arise out of **Illegal Waste**.

#### **Environmental Claim**

A demand, notice or assertion of a legal right alleging liability or responsibility on **Your** part and includes any legal proceedings against **You** arising out of any **Pollution Condition** or **Natural Resource Damage**.

#### **Environmental Defence Costs**

Reasonable and necessary legal fees, fees paid to technical or other experts, costs, charges and expenses in the investigation, adjustment or defence of an **Environmental Claim**, provided such fees, costs, charges and expenses are incurred with **Our** prior written approval, which approval will not be unreasonably withheld or delayed.

**Environmental Defence Costs** do not include time and expense incurred by **You**, nor salaries of **Employees** in assisting in the investigation or resolution of an **Environmental Claim**, nor fees and expenses of lawyers or other experts retained by **You**.

#### **Environmental Excess Amount**

The first amount payable by **You** for each and every claim under this section as stated in the **Environmental Excess Amounts** applicable to this section.

#### **Environmental Liability Directive**

Legislation enacted to transpose Directive 2004/35/CE on environmental liability with regard to the prevention and remedying of environmental damage, as amended, into the domestic law of the United Kingdom (England, Scotland, Wales and Northern Ireland), including any amendments to such legislation, provided that the legislation has the force of law.

#### **Environmental Loss**

1. Accidental **Bodily Injury** to any person; and

## 2. Accidental **Property Damage**

occurring during the **Period of Insurance** in the **Territorial Limits** and caused in connection with **Agriculture** or arising out of any **Agricultural Contracting**, or arising during **Transportation**.

### **Environmental Retroactive Date**

The date specified in the **Schedule** for Section 10 or, if no date is specified in that **Schedule**, the inception date of the earliest policy under which **You** have purchased

1. this section of the **Policy**, or
2. coverage that provides materially the same cover as that provided under this section of the **Policy** and **You** have provided satisfactory evidence to show **Us** that it is materially the same,

provided that **You** have continuously maintained coverage under 1. or 2. above and further provided that the maximum period between the **Environmental Retroactive Date** and the inception date of this **Policy** under 2. above shall be no greater than five (5) years unless another **Environmental Retroactive Date** is specified in the **Schedule**.

### **Excluded Activities**

1. any activities falling outside of the definition of **Agriculture** or **Agricultural Contracting**;
2. any activity including but not limited to intensive farming that requires a permit or an exemption under the Environmental Permitting (England and Wales) Regulations 2016, as may be amended or re-enacted from time to time, or equivalent legislation in Scotland or Northern Ireland, with the sole exception of waste exemption T23 for aerobic composting and associated prior treatment (or an equivalent exemption in Scotland or Northern Ireland);
3. collection, storage, transportation, spreading or spraying of human waste;
4. crop spraying undertaken by any person not holding the appropriate certification;
5. non-recreational fish farming;
6. for **Agricultural Contracting** only, the spraying of pesticides, herbicides, insecticides, and fungicides;
7. any waste collection, storage, transfer, treatment, incineration, landfilling and/or disposal that is not associated with **Agriculture** and/or is unlawful; or
8. waste water treatment.

### **Genetically Modified Organism**

An organism or microorganism, or the organisms or microorganisms from which they have been derived, in which the genetic material has been altered in a way that does not occur naturally by mating and/or natural recombination.

### **Illegal Waste**

Any **Pollutants** or any drums, tanks or similar containers holding, or that have held, **Pollutants** that have been abandoned in, on or at **Your Covered Location** by anyone other than **You**, and without **Your** knowledge or consent.

### **Limit of Indemnity**

**Our** liability under this Section 10 shall not exceed the Limit of Indemnity stated in the **Schedule**.

### **Natural Resource Damage**

Physical injury to, including the destruction of, protected species and natural habitats, water and land as specified in the **Environmental Liability Directive**.

### **Pollutants**

Any solid, liquid, gaseous or thermal pollutant, irritant or contaminant or poisonous, noxious or polluting matter, including but not limited to smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, hazardous materials, electromagnetic fields, and waste materials, including medical, infectious and pathological waste, and low level radioactive waste, and **Illegal Waste**.

### **Pollution Condition**

The discharge, dispersal, release, seepage, migration, or escape of **Pollutants** into or upon land, or structures thereupon, the atmosphere, or any watercourse or body of water including groundwater.

### **Property Damage**

Physical injury to or destruction of tangible property, including the resulting loss of use thereof, and including the personal property of third parties, or loss of use of such property that has not been physically injured or destroyed, provided that such physical injury or destruction of tangible property or loss of use is caused by a **Pollution Condition** or **Natural Resource Damage**.

**Property Damage** does not include **Clean-up Costs** or **Emergency Costs**.

### **Slurry Lagoon**

A containment area constructed in or on the ground with earthen banks for storing slurry, or actually containing slurry, whether lined or not lined.

### **Terrorism**

The commission or threat of:

1. an act of force or violence;
2. an act which causes **Natural Resource Damage** or a threat of **Natural Resource Damage**;
3. an act otherwise dangerous to any person, property, animals or the environment, including but not limited to the use of or the discharge, dispersal, release, seepage, migration or escape of any **Pollutant(s)** into or upon land or structures thereupon, the atmosphere, or any watercourse or body of water or groundwater; or
4. an act which disrupts or interferes with any public or private system including but not limited to communication, electronic, information, mechanical, delivery or transportation,

where the stated or implied purpose or effect of any such act or threat is to cause chaos; to intimidate, coerce or disrupt a government, the military or civilian population or any portion thereof, or any segment of business, industry or the economy; to further political, ideological, religious, social or economic objectives; or to express (or express opposition to) a philosophy or ideology.

### **Transportation**

The carriage including loading and unloading of property owned by **You** on public or private roads within the **Territorial Limits** only by **You** or **Your Employees** who are engaged in the business of transporting such property and only when the carriage including loading and unloading of property is in connection

with **Agriculture**.

### Underground Storage Tank(s)

Any stationary container or vessel, including the associated piping connected to it, which is at least ten per cent (10%) or more beneath the surface of the ground.

## Cover

- A. **We** will, subject to **Environmental Excess Amounts** and Limit of Indemnity stated in this section or the **Schedule**, indemnify **You** against **Environmental Loss** and **Clean-up Costs** that **You** are legally liable to pay resulting from:
1. **a Pollution Condition or Natural Resource Damage**
    - a. in, on, at, under, or emanating from a **Covered Location** arising in connection with **Agriculture** carried out by **You** at a **Covered Location**,
    - b. arising out of any **Agricultural Contracting**, or
    - c. arising during **Transportation**, and
  2. **Environmental Defence Costs** connected with any such **Environmental Loss** or **Clean-up Costs**, provided that:
    - a. the **Pollution Condition or Natural Resource Damage** commences on or after the **Environmental Retroactive Date** and results in an **Environmental Claim**;
    - b. the **Environmental Claim** is first made against **You** during the **Period of Insurance**; and
    - c. **You** notify **Us** of the **Environmental Claim** in writing during the **Period of Insurance** or within thirty (30) days of the expiry date of this **Policy**.
- B. **We** will also indemnify **You** for **Emergency Costs** resulting from a **Pollution Condition or Natural Resource Damage** as specified in Section A.1. a. to c. above provided **You** notify **Us** as soon as possible of the emergency measures carried out by **You** that give rise to such **Emergency Costs**.

## Limit of indemnity

**Our** liability under this section shall not exceed the Limit of Indemnity stated in the **Schedule**.

## Environmental excess amounts

**We** shall not be liable for the following **Environmental Excess Amounts** of each and every claim under this section in respect of the following:

	<b>Environmental Excess Amount</b>
Each and every <b>Pollution Condition or Natural Resource Damage</b> (except <b>Illegal Waste</b> )	£500
Each and every <b>Pollution Condition or Natural Resource Damage</b> arising from <b>Illegal Waste</b>	£5,000

## Pollution Response Extension applying to Section 10 – Environmental liability

The **Cover** under this section is extended to include the following:

**We** will also pay **You** for

1. **Pollution Response Costs**, and
2. the reasonable and necessary expenses for emergency measures carried out by **You** at the specific recommendation of the **Appointed Loss Adjustor** because any delay by **You** in immediately carrying out such measures could result in a **Pollution Condition** or **Natural Resource Damage** or a significant increase in the costs of dealing with a **Claim**.

**Pollution Response Costs** means fees incurred by **You** for **Your** appointment of the **Appointed Loss Adjustor** to assist **You** in responding to a **Pollution Condition** or **Natural Resource Damage** for which **You** may be, or are, legally liable for **Clean-up Costs** arising from **Agriculture** at a **Covered Location**, or arising from **Agricultural Contracting** or **Transportation**.

**Pollution Response Costs** do not include **Clean-up Costs** or **Emergency Costs** whether or not such **Clean-up Costs** or **Emergency Costs** are incurred by **You** pursuant to the recommendation of a consultant, contractor or any other person by the **Appointed Loss Adjustor**.

**We** agree that if **You** incur **Pollution Response Costs**, **You** shall not be required to seek prior approval from **Us**.

If **We** conclude that **You** are not covered for **Environmental Loss**, **Clean-up Costs**, **Emergency Costs** and **Environmental Defence Costs** under this Section 10, **Our** liability for **Pollution Response Costs** incurred by **You** shall cease immediately following the receipt by **You** of **Our** written conclusion(s).

For the avoidance of doubt, **We** shall continue to be liable to **You** for the payment of **Pollution Response Costs** prior to **Your** receipt of **Our** written conclusion(s) that **We** are not liable under this Section 10. **We** shall not, however, be liable for any other liability which **We** conclude is not covered by this Section 10 regardless of the time at which **We** make that conclusion.

**We** have not authorised the **Appointed Loss Adjustor** to advise on, or to agree to, any matter relating to **Our** liability, rights or obligations. For the avoidance of doubt, the **Appointed Loss Adjustor** is also not **Our** agent for any other activity including but not limited to the appointment of or recommendation by any consultant(s) or contractor(s) to **You**.

**Our** payment of any **Pollution Response Costs** does not constitute an acceptance of liability for **Environmental Loss**, **Clean-up Costs**, **Emergency Costs** or **Environmental Defence Costs** under this **Policy**.

## Exclusions applying to Section 10 – Environmental liability

**We** will not provide indemnity:

1. based upon or arising out of any **Pollution Condition** or **Natural Resource Damage** resulting from or related directly or indirectly to any **Above Ground Storage Tank** at a **Covered Location** which at the time of the accidental event that caused the **Pollution Condition** or **Natural Resource Damage** is:

- a. not in full compliance with any and all applicable legislation concerning the storage of agricultural fuel oil, silage and/or slurry regarding its design, construction or location;
  - b. constructed prior to 1991; or
  - c. for fuels or hazardous chemicals not within secondary containment and/or has a capacity in excess of fifteen thousand (15,000) litres;
2. based upon or arising out of:
- a. the replacement, repair, restoration, improvement or adding to, any equipment or facility, whose defectiveness or inefficiency gives rise to any **Pollution Condition** or **Natural Resource Damage**, or breach of any law, permit, notice, order or other written instruction from any public authority or representative; or
  - b. any **Pollution Condition** or **Natural Resource Damage** arising out of a deliberate act or omission, wilful misconduct or gross negligence on **Your** part with regard to the maintenance, replacement, repair, restoration, monitoring or improvement of any equipment or facility;
3. based upon or arising out of **Your** assumption of liability in a written agreement or a breach of an agreement to which **You** are a party. This exclusion does not apply to liability that **You** would have in the absence of such agreement;
4. based upon or arising out of any injury to any **Employee**, director, officer, partner, temporary worker or leased worker of **You** or under any employer's liability, unemployment compensation or disability benefits law or similar law;
5. based upon or arising out of any **Excluded Activities**;
6. based upon or arising out of criminal, civil or administrative fines, penalties, exemplary or aggravated damages;
7. based upon or arising out of any **Genetically Modified Organism**;
8. based upon or arising out of any **Pollution Condition** or **Natural Resource Damage** that results from the intentional disregard of, or the deliberate, wilful or dishonest non-compliance, by **You** with any law, permit, notice, order or other written instruction from any public authority or representative or the **Environmental Liability Directive**;
9. based upon or arising out of the existence, removal or abatement of any of the following:
- a. lead based paint in, on or applied to any fixture, building or other structure, or pipes containing lead or painted with lead based paint; or
  - b. asbestos or asbestos containing materials in, on or applied to any fixture, building or other structure.
- This exclusion does not apply to **Clean-up Costs** with respect to soil, groundwater and surface water;
10. based upon or arising out of a material change in the use of any **Covered Location** from that set forth by **You** in the application or other supplemental materials submitted to **Us** as of the **Environmental Retroactive Date** and/or prior to the inception date of this **Policy**;
11. based upon or arising out of any **Pollution Condition** or **Natural Resource Damage** at, or



emanating from any **Covered Location** where the **Pollution Condition** or **Natural Resource Damage** commenced subsequent to the time such **Covered Location** was sold, given away, or abandoned by **You**, or divested involuntarily;

12. with respect to **Property Damage** only, damage to any property that is owned, leased or permanently operated from or by **You** or in the care, custody or control of **You** or **Your Employee** even if damage to such property is incurred to avoid or mitigate **Environmental Loss, Clean-up Costs** or **Emergency Costs** or to respond in any way to any **Pollution Condition** or **Natural Resource Damage**. This exclusion does not exclude cover for costs necessarily incurred by **You** to repair, restore or replace real or personal property at a **Covered Location** which is damaged while incurring **Clean-up Costs**;
13. based upon or arising out of any **Pollution Condition** or **Natural Resource Damage** that commenced prior to the **Environmental Retroactive Date**;
14. based upon or arising out of any products supplied or any goods, materials or products, including their containers, manufactured, sold, handled, distributed, supplied, altered or repaired by **You** or on **Your** behalf. This includes reliance upon a representation or warranty made at any time with respect to goods, materials or products, but only if the **Pollution Condition** or **Natural Resource Damage** occurs away from a **Covered Location** or after physical possession of such goods, materials or products has been relinquished to others;
15. based upon or arising out of any:
  - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
  - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
  - d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
  - e. any chemical, biological, bio-chemical, or electromagnetic weapon
16. based upon or arising out of any based upon or arising out of any sheep dipping which has used, or is using, Synthetic Pyrethroids, Cypermethrin and/or Organophosphates;
17. based upon or arising out of any **Pollution Condition** or **Natural Resource Damage** resulting from or related directly or indirectly to any **Slurry Lagoon** at any **Covered Location** which at the time of the **Environmental Claim** is not designed, constructed, maintained and used in full compliance with all applicable legislation;
18. based upon or arising out of any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (including but not limited to **Terrorism**, and whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot, or civil commotion.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to **Environmental Loss, Clean-up Costs, Emergency Costs, Pollution**

**Response Costs, or Environmental Defence Costs;**

19. based upon or arising out of the existence of any **Underground Storage Tank** at a **Covered Location** the existence of which was known to **You** at the inception date of this **Policy**;

This exclusion does not apply to an **Underground Storage Tank** which is:

- a. an in-ground treatment process tank open to the atmosphere;
- b. a flow through process tank, storm-water or waste water collection system, pit or septic tank; or
- c. a storage tank situated in an underground area (such as a basement, cellar, mine shaft or tunnel) if the storage tank is situated upon or above the surface of the floor; or

20. based upon or arising from a pecuniary loss suffered by any person and not caused by **Bodily Injury** or **Property Damage**; or

21. claims which are the subject of indemnity under other sections of this **Policy**, or would be but for the limit of indemnity applicable thereto. This exclusion will not apply to any applicable coverage provided by:

- Section 1 – Property and livestock: Extensions applying to part A – Farming property excluding livestock, Dumping and Fly tipping;
- Section 1 – Property and livestock: Extensions applying to part A – Farming property excluding livestock, Clean up costs (own property);
- Section 1 – Property and livestock: Extensions applying to part E – Home, Clean up costs (own property); and
- Section 8 – Public and product liability: Extensions applying to Section 8 – Public and product liability, Pollution and contamination statutory enforcement costs,

where cover provided by this section will be in excess of any such coverage but only where applicable to the coverage afforded under this section.

## Conditions applying to Section 10 – Environmental liability

The following conditions which apply to this section are in addition to the general conditions.

1. If more than one **Environmental Claim** is made in respect of the same or a related **Pollution Condition** or **Natural Resource Damage** happening prior to the expiry date of this **Policy** each of the **Environmental Claims** shall:
  - a. be deemed to have been made at the point in time when the first of the **Environmental Claims** was made in writing,
  - b. only be the subject of indemnity if they are first made against **You** within five (5) years of the first **Environmental Claim** and relate to a **Pollution Condition** or **Natural Resource Damage**,provided that any **Periods of Insurance** subsequent to the date of claim being made as above shall exclude indemnity in respect of any **Environmental Claims** arising out of such **Pollution Condition** or **Natural Resource Damage**.
2. In the event any **Environmental Claim** is made against **You** for **Environmental Loss** or **Clean-up Costs**, **You** will give to the **Appointed Loss Adjustor**, whether orally or in writing,

notice of the particulars with respect to the time, place and circumstances thereof, along with the names and addresses of the injured and of available witnesses as soon as practicable. In the event of oral notice, **You** agree to furnish a written report to the **Appointed Loss Adjustor** as soon as practicable.

3. **You** shall forward to the **Appointed Loss Adjustor** every demand, notice, summons, order or other process including but not limited to written communications from a public authority received by **You** or **Your** representative as soon as practicable.
4. No costs, charges or expenses will be incurred, nor payments made, obligations assumed or remediation, preventive measures or remedial measures commenced without **Our** or the **Appointed Loss Adjustor's** prior written consent which will not be unreasonably withheld or delayed. This provision does not apply to **Emergency Costs** incurred by **You**.
5. **We** shall have the right, in **Our** sole discretion, to assume the conduct of the defence and settlement of any **Environmental Claim**.
6. If other valid, collectible insurance with any other insurer is available to **You** covering **Environmental Loss, Clean-up Costs** and / or **Emergency Costs**, the cover afforded by this Section 10 shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this Section 10 subject to the terms, conditions, and limitations of such other insurance.
7. Where a **Covered Location(s)** is added to this **Policy** after the **Environmental Retroactive Date**, the indemnity will only apply to a **Pollution Condition** or **Natural Resource Damage** relating to such a **Covered Location(s)** that commenced on or after the date on which the **Covered Location(s)** was added.
8. This section does not provide cover for any **Bodily Injury, Property Damage**, occurrence, event, accident, incident and/or cost or expense including but not limited to **Clean-up Costs, Emergency Costs, Environmental Loss, Natural Resource Damage, Pollution Conditions, Pollutants**, pollution or contamination, remediation or removal of debris and/or in respect of any removal of lead-based paint, asbestos or asbestos containing materials and **Illegal Waste** to the extent that any other section of this **Policy** provides such cover.

# Section 11 – Personal accident and sickness

Your **Schedule** will show if this section applies.

## Definitions applying to Section 11

The definitions which apply to this section are in addition to the general definitions.

Wherever the following words appear in this section they will always have the following meanings and start with a capital letter and bold print.

### **Accident**

A sudden, unexpected, unforeseen specific event which occurs at an identifiable time and place.

### **Deferment Period**

The initial period of temporary disability when **We** will not pay the benefits 3, 4 and 5 in the Table of benefits. al injury caused by an accident (including sickness arising directly from, or medical or surgical treatment made necessary by the injury) which solely and independently of any other cause results in the death or disablement of the **Insured Person** within 24 months of the date of the accident.

### **Insured Person(s)**

The person(s) specified in **Your Schedule** aged 65 or under at commencement of the **Period of Insurance**

### **Loss of Limb**

Permanent loss by physical separation of an entire hand or foot or permanent total and irrecoverable loss of use of a hand, arm, leg or foot.

### **Loss of Sight, Hearing or Speech**

Total and irrecoverable loss of

1. sight in one or both eyes
2. hearing or;
3. speech.

### **Medical Expenses**

The cost of medical, surgical or other remedial attention or treatment given or prescribed by a qualified medical practitioner and all hospital, nursing home and ambulance charges connected with a claim covered by this section.

### **Occupation**

The occupation of the **Insured Person** described in **Your Schedule** and no other for the purposes of this section.

### **Permanent Total Disablement**

Disablement which

1. entirely prevents the **Insured Person** from engaging in or attending to any business or **Occupation**, to which they are reasonably suited by training, education or experience
2. lasts for more than 12 months from the date of the Injury
3. is beyond hope of improvement.

### **Sickness**

Sickness or disease of the **Insured Person**, which first manifests itself during the **Period of Insurance** and results in the temporary total disablement of the **Insured Person** within 12 months after manifesting itself.

### **Temporary Total Disablement**

Disablement which entirely prevents an **Insured Person** from engaging in or attending to their usual business or **Occupation**.

### **Temporary Partial Disablement**

Disablement which prevents the **Insured Person** from engaging in or attending to a substantial part of their usual business.

## **Cover**

**We will pay You** if during the **Period of Insurance** an **Insured Person**

1. sustains Injury
2. suffers **Sickness**
3. incurs **Medical Expenses**

in accordance with the table of benefits for each **Insured Person**.

## Deferment Period

**We** will not pay the benefits 3, 4 and 5 in the Table of benefits. Arising within the first 14 days of sickness

All compensation shall not exceed in total

1. the amount stated in the Table of benefits for any one **Insured Person** or £500,000 whichever shall be the lesser amount
2. £2,000,000 in respect of **Insured Persons** as a result of any one occurrence or of all occurrences of a series consequent upon or attributable to one source or original cause

## Table of benefits

**Your Schedule** will indicate the level of Death benefit that applies and the corresponding limits that apply to cover under this section are shown in the Table of benefits below

**Injury** occurring anywhere in the World during the **Period of Insurance** resulting within two years in:

Benefit Compensation				
Death – amount per annum (Benefit 1)	Total loss or permanent and total loss of use of one or more limb(s) – amount per annum (Benefit 2)	Total and irrecoverable loss of hearing, speech or all sight in one or both eyes – amount per annum (Benefit 3)	Total disablement from engaging in or carrying out the <b>Insured Person's</b> usual profession or occupation – amount per week (Benefit 4)	Temporary partial disablement – amount per week (Benefit 5)
£5,000	£5,000	£5,000	£50	£25
£10,000	£10,000	£10,000	£100	£50
£15,000	£15,000	£15,000	£150	£100
£20,000	£20,000	£20,000	£200	£150
£25,000	£25,000	£25,000	£250	£200
£30,000	£30,000	£30,000	£300	£250
£35,000	£35,000	£35,000	£350	£300
£40,000	£40,000	£40,000	£400	£350
£45,000	£45,000	£45,000	£450	£400
£50,000	£50,000	£50,000	£500	£450

## Clauses applying to Section 11 – Personal accident and sickness

Included here are the conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may not pay a claim or a claim payment may be reduced.

### Change in circumstances

**You** must tell **Us** as soon as **You** become aware of

1. any injury, sickness disability or other condition where the **Insured Person** has become affected
2. any change to information previously given in connection with the **Occupation** of an **Insured Person**.

**We** do not have to accept any request to change **Your** cover.

If **We** accept any changes to the cover, an increase in the premium or different terms or conditions of cover may be required by **Us**.

### Payment of benefits

1. Benefit will not be payable under more than one of the items of the Table of benefits shown in **Your Schedule** as a result of one accident, except for any benefit payable for **Temporary Partial Disablement** before or after **Temporary Total Disablement**, or of one **Sickness**.
2. Weekly benefit specified in the benefits table shown in **Your Schedule** will be payable every four weeks in arrears.
3. Benefit for loss of limb or loss of sight, hearing or speech, will be payable as a lump sum after 12 months have elapsed.
4. Where any payment is made for weekly benefit, the amount will be deducted from any lump sum subsequently payable for the same **Accident** or **Sickness**.
5. Benefit for **Sickness** will not be paid if manifesting itself within the first 30 days of inception of cover for any **Insured Person**.
6. For **Medical Expenses** incurred payment will not exceed 25% of the amounts paid under **Temporary Total Disablement** caused by **Injury**, **Temporary Partial Disablement** caused by **Injury** or **Temporary Total Disablement** caused by **Sickness**. In any event the maximum amount payable for any **Insured Person** will not exceed £10,000.
7. Benefits 4 and 5 in respect of an **Accident** are payable for a maximum of 104 weeks from the start of such condition occurring.

### Claims evidence

1. The **Insured Person** must as early as possible, seek the attention of a qualified medical practitioner in the event of **Injury** or **Sickness** which causes or may cause a claim and all certificates, information and evidence required by **Us** in connection with that **Injury** or **Sickness** is to be provided at **Your** or the **Insured Persons** expense.

2. All medical records, notes and correspondence in connection with a claim or a related pre-existing condition must be made available on request to any medical adviser appointed by **Us** and that medical adviser is to be allowed to make an examination of the **Insured Person** as often as necessary.
3. In the case of death of the **Insured Person**, **We** will be entitled to have a post mortem examination at **Our** expense.

If **You** do not comply with this condition **You** will not be covered and **We** will not make any payment in respect of a claim.

## Extensions applying to Section 11 – Personal accident and sickness

### Disappearance cover

If during the **Period of Insurance** the **Insured Person(s)** goes missing and sufficient evidence is produced to confirm that the **Insured Person** sustained an **Injury** likely to have caused death, it will be presumed after 12 months that death has occurred. However, if the **Insured Person(s)** is subsequently found to be alive, any amount already paid will be refunded to **Us**.

### Hi-jack, kidnap, unlawful detention cover

If during the **Period of Insurance**, an **Insured Person** is subject to hi-jack, kidnap or unlawful detention, **We** will pay £50 for each day, or any part of it, that the **Insured Person** is detained, up to a maximum period of 30 days for any one claim.

## Exclusions applying to Section 11 – Personal accident and sickness

### Armed forces

**We** will not cover claims in any way caused or contributed to, by the **Insured Person** engaging in or taking part in armed forces service operations.

### Chemical weapon

**We** will not cover claims in any way caused or contributed to by the actual or threatened malicious use of pathogenic or poisonous, biological or chemical materials.

### Deliberate act

**We** will not cover claims in any way caused or contributed to, by the **Insured Person's** deliberate exposure to danger (except in an attempt to save human life).

### Drugs

**We** will not cover claims in any way caused or contributed to, by the **Insured Person** being under the influence of alcohol, or drugs not prescribed by a qualified medical practitioner.

### Flying

**We** will not cover claims in any way caused or contributed to, by the **Insured Person** engaging



in flying of any kind other than as a passenger.

### **Hazardous activities**

**We** will not cover claims in any way caused or contributed to, by the **Insured Person** engaging in

1. racing on wheels or on horseback, motor cycling or pillion riding
2. underwater activities involving the use of breathing apparatus
3. mountaineering, rock climbing or potholing
4. any sport undertaken in a professional or semi-professional basis
5. winter sports, bungee jumping, skydiving, parachute jumping.

### **Pre-existing condition**

**We** will not cover claims in any way caused by or contributed to, by any existing defect or chronic or recurring disease or disorder, or other condition which the **Insured Person** has

1. sought advice, diagnosis, treatment or counselling
2. become aware of, or should reasonably have been aware of
3. been treated for

in the 12 months immediately prior to the start date of cover for the **Insured Person**.

### **Suicide and insanity**

**We** will not cover claims in any way caused or contributed to, by the **Insured Person's** suicide, attempted suicide or intentional self injury, or the **Insured Person** being in a state of insanity.

## Section 12 – Goods in transit

Your **Schedule** will show if this section applies.

### Definitions applying to Section 12

The definitions which apply to this section are in addition to the general definitions.

Wherever the following words appear in this section they will always have the following meanings and start with a capital letter and bold print.

#### **Any One Event**

Any one occurrence or series of occurrences attributable to one original cause.

#### **Enclosed Premises**

A locked building or a compound bounded on each side by a substantial wall, fence or similar structure and having a locked gate.

#### **Property**

Goods and tools belonging to **You** or for which **You** are responsible relating to the **Business** except for any goods specifically excluded by this section.

#### **Territorial Limits**

Anywhere including the sea crossings in or between England, Wales, Scotland, Northern Ireland the Channel Islands the Isle of Man and Eire.

#### **Vehicle**

Motor vehicle, articulated vehicle, trailer, semi-trailer.

#### **Vehicle Sum Insured**

The most **We** will pay in respect of **Property** on any one **Vehicle**.

### Cover

**We** will pay **You** for loss, destruction or damage to **Property** in transit within the **Territorial Limits** whilst carried by any reasonable means of conveyance. Cover commences when the **Property** is lifted by **You** or **Your Employees** immediately prior to loading and continues until the **Property** is placed in position (excluding erection dismantling or installation) by **You** or **Your Employees** at destination, including loading and unloading. The most **We** will pay for **Any One Event** shall be the amount shown in the **Schedule** as the limit **Any One Event**.

In addition to the limit **Any One Event** shown in **Your Schedule**, **We** will also pay **You**:

Expenses reasonably incurred by **You** in

1. the removal of debris and site clearance of **Property** damaged whilst in transit from the immediate area of the site where the loss destruction or damage occurred

2. transferring **Property** to any other **Vehicle** following fire collision overturning or impact of the conveying **Vehicle** including carrying the **Property** to original destination or to place of collection
3. reloading onto the **Vehicle** any **Property** which has fallen from the **Vehicle**
4. resecuring the **Property** where there is dangerous movement of the load in transit up to an amount not exceeding £10,000 for **Any One Event**.

For loss, destruction or damage (excluding wear and tear) to tarpaulins, sheets, trailer curtains, ropes, chains, webbing straps and packing materials which belong to **You** or for which **You** are responsible whilst carried on any **Vehicle** used for conveying **Your Property** up to a limit of liability of £10,000.

Up to £1,000 for loss, destruction or damage to drivers or drivers mates personal effects (excluding wear and tear) whilst they are in **Vehicles** operated by **You**, but **We** will not pay for audio / visual / telecommunications equipment, watches and jewellery following a claim under this section that **We** have agreed to pay.

The most **We** will pay under this section including any extensions for **Any One Event** shall be the amount shown in the **Schedule** as the limit **Any One Event**.

## Clauses applying to Section 12 – Goods in transit

Included here are the conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may not pay a claim or a claim payment may be reduced.

### Your duty of care

**You** must take all reasonable care to prevent/minimise loss or loss destruction or damage to **Property** if the **Vehicle(s)** is/are left unattended **You** must ensure that all doors and the boot are securely locked and windows and other openings are securely closed.

### Average

If at the time of any loss destruction or damage the total value of the **Property** on the conveying **Vehicle** to which this insurance relates shall exceed the sum insured in respect of such **Property** on such **Vehicle** then **You** shall be deemed **Your** own Insurer for the difference and shall bear a proportional share of the loss destruction or damage accordingly. This will be the amount that the **Vehicle Sum Insured** bears as a proportion to the value of the **Property**.

### Basis of claims settlement

This will normally be a payment in money, but **We** have the option to repair replace or reinstate **Property** lost or damaged In the event of loss, destruction or damage to any part of a machine which when complete for sale or use consists of several parts. **We** will only pay for the value of the part actually lost or damaged including any replacement charges.

## Extensions applying to Section 12 – Goods in transit

### Travellers samples

**We** will pay **You** for loss, destruction or damage to travellers samples relating to the **Business**.

### **Stockroom and hotel**

**We** will pay **You** for loss, destruction or damage to property or travellers samples whilst temporarily removed from the **Vehicle** and kept in a stockroom, hotel or private dwelling house, provided that they remain in the custody and control of **You** or **Your Employees**.

### **Property on approval with customers**

**We** will pay **You** for loss, destruction or damage to property whilst on customers **Premises** on approval, excluding loss, destruction or damage whilst in use. The most **We** will pay is £20,000 for **Any One Event**.

### **Property on demonstration**

**We** will pay **You** for loss, destruction or damage to property whilst on any **Premises** for demonstration purposes excluding loss, destruction or damage caused during the demonstration itself. The most **We** will pay is £20,000 for **Any One Event**.

### **Exhibitions**

**We** will pay **You** for loss, destruction or damage to property and stands belonging to **You** or for which **You** are responsible whilst at exhibitions but excluding

1. loss, destruction or damage due to atmospheric, climatic or weather conditions of any kind or due to flood
2. loss, destruction or damage to machinery due to its own running or operation
3. breakage of china glass or scientific instruments or any other **Property** of a brittle or fragile nature unless resulting from fire.

## **Exclusions applying to Section 12 – Goods in transit**

These exclusions apply to the whole section.

This section does not cover

1. loss, destruction or damage to **Property** caused by or arising from delay
2. loss, destruction or damage to livestock
3. loss, destruction or damage to money, stamps, watches, precious stones, jewellery, bullion, any hand held electronic devices or loss of or injury to living creatures
4. any **Business Interruption**
5. natural deterioration
6. the deterioration of **Property** conveyed in frozen, chilled or insulated condition due to
  - a. faulty stowage
  - b. incorrect setting or operation of the equipment
  - c. variations in temperature, unless directly caused by fire, accident (but not breakdown) to the conveying Vehicle, theft or attempted theft

7. the **Excess** stated in **Your Schedule**.
8. any loss, destruction or damage by theft or attempted theft caused by or in conjunction with **You** or any of **Your** partners, principals, directors or **Employees** or any member of **Your** family or any other person lawfully at the **Premises**.

## Section 13 – Terrorism

Your **Schedule** will show if this section is covered.

The following definitions are applicable to this section and will have the same meanings wherever they appear:

### **Consequential loss**

Loss, resulting from interruption of or interference with the **Business** as a result of **Damage** to property used by **You**, at the **Premises**, for the purpose of the **Business**.

### **Computer Systems**

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

### **Damage**

Accidental loss or destruction or damage.

### **Data**

Any 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 network addresses, the exploitation of system or network weaknesses, 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 Systems** whether **Your** property or not.

### **Phishing**

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

### **Private Individual**

Any person other than

1. a company, association or partnership
2. a trustee or body of trustees where insurance is arranged under the terms of a trust
3. a person who owns residential property for the purpose of a business as a sole trader
4. a person who owns residential property of which in excess of 20% is commercially occupied
5. an executor of a will

Where

- a. The residential property is occupied by a trustee, executor of a will or a sole trader as a private residence and the property is not a block of flats then each will be classified as a private individual in respect of that property.

- b. More than one person is named on the **Policy** but each is a private individual, or one of the parties named is a financial interest that has simply had their interest noted then the **Policy** will be classified as being in the name of a private individual.

### **Terrorism**

For risks located in England, Wales and Scotland except for residential property insured in the name of a **Private Individual**.

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.

For risks located in the Channel Islands and Isle of Man and for residential property located in England, Wales and Scotland insured in the name of a **Private Individual**.

An act of any person(s) 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 any government de jure or de facto.

### **Virus or Similar Mechanism**

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

### **What is covered**

The cover provided by Section 1 Property and livestock, Section 2 Selected all risks, Section 4 Business interruption and Section 5 Money and assault is extended to include **Damage** to the property insured or **Consequential Loss** where covered caused by happening through or as a result of **Terrorism**.

Where Section 1 Property and livestock and Section 12 Goods in transit cover are shown as being insured on **your** schedule, this section is extended to include **damage** to property insured under Section 12 Goods in transit for losses caused by **Terrorism**.

All losses arising within 72 hours caused by **Terrorism** during the **Period of Insurance** will be treated as one loss and **You** can decide when the 72 hour period starts as covered by this section, provided that all **Damage** occurs within the **Period of Insurance** and that no two periods overlap.

### **What is not covered**

#### **Applicable to all locations**

#### **Excluded property exclusion**

**We** will not pay **You** for any losses directly or indirectly caused by or resulting from loss, destruction or damage to any

1. property located outside England, Wales and Scotland, the Channel Islands and the Isle of Man and property in the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987
2. nuclear installation or nuclear reactor
3. property which is specifically excluded elsewhere in this **Policy**.

#### **Other insurances exclusion**

**We** will not pay **You** for any property which is insured by or would but for the existence of this **Policy**, be insured by any form of transit, aviation or marine policy.

**Applicable to risks in England, Wales and Scotland only and where the risks are not residential property insured in the name of a private individual**

**Electronic risks exclusion**

**We** will not pay for any losses directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from

1. damage to or the destruction of any **Computer Systems**
2. 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** or **Hacking** or **Phishing** or **Denial of Service Attack**.

But this exclusion will not apply where the loss

- A. results directly 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 a vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **Computer Systems**

and

- B. comprises

- a. the cost of reinstatement, replacement or repair in respect of **Damage** to or destruction of property insured by **You** and/or
- b. **Consequential Loss** suffered directly by **You** as a direct result of either **Damage** or destruction to property insured by **You** at a location covered by this **Policy** or as a direct result of denial, prevention or hindrance of access to a location where property insured by **You** is covered by this **Policy** as a result of **Damage** caused by **Terrorism** to property which is within one mile of the location.

However, under A. and B. above **We** will not cover **You** for any losses caused by **Terrorism** where the organisation involved 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.

Subject only to the proviso set out in C. below, the following property is specifically excluded from the cover provided under A. and B. above

- i. money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non- negotiable instruments, financial securities or any financial instrument of any sort whatever

and

- ii. **Data**.

- C. However, in circumstances where loss otherwise falling within this section results indirectly from any alteration, modification, distortion, erasure or corruption of **Data** because the occurrence of a peril or perils detailed under A above results from any alteration, modification, distortion, erasure or corruption of **Data** then notwithstanding ii above, such loss shall nonetheless be covered.

**War risks exclusion**



**We** will not pay for any claims caused by or happening through riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

**Applicable to risks in the Channel Islands and Isle of Man and to residential property risks insured in the name of a private individual for England, Wales and Scotland**

**Electronic risks exclusion**

**We** will not pay for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

1. damage to or the destruction of any **Computer Systems**; or
2. 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** or **Hacking** or **Phishing** or **Denial of Service Attack**.

**Pollution and contamination exclusion**

**We** will not pay for any damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss directly or indirectly caused by or contributed to by, or in connection with, or arising from biological or chemical pollution or contamination.

**Radioactive contamination exclusion**

**We** will not pay for any damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss directly or indirectly caused by or contributed to by or arising from

1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.

**War risks exclusion**

**We** will not pay for any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition seizure or destruction or damage to property by or under the order of any government or public or local authority.

**Section conditions**

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

**Limitation of liability condition**

**Our** liability for all losses from any one event and in total in any one **Period of Insurance** will not exceed

1. the total sums insured under each section
2. the sum insured for any one item
3. any specific limit of **Our** liability shown in the **Policy** sections

4. the sum insured (or limit remaining) after the deduction for any other **Damage** occurring during the same **Period of Insurance**

whichever is the less as stated within Section 1 Property and livestock, Section 2 Selected all risks, Section 4 Business interruption, Section 5 Money and assault or Section 12 Goods in transit.

**Proof of cover condition**

In any action, lawsuit or other proceedings or where **We** state that any loss, damage, costs or expense is not covered by this section it will be **Your** responsibility to prove that they are covered.

# Section 14 – Legal expenses

Your Schedule will show if this section applies.

## Definitions applying to Section 14 – Legal expenses

The following definitions are applicable to Section 14a & Section 14b. General definitions also apply to these sections, unless a more specific definition is stated below.

Wherever the following words appear in this section they will always have the following meanings and start with a capital letter and bold print.

### Appointed Representative

The **Preferred Law Firm**, law firm, Tax Consultancy, accountant or other suitably qualified person **We** will appoint to act on the **Insured Person's** behalf.

### Costs and Expenses

1. All reasonable and necessary costs chargeable by the **Appointed Representative** and agreed by **Us** in accordance with the **DAS Standard Terms of Appointment**.
2. The costs incurred by opponents in civil cases if the **Insured Person** has been ordered to pay them, or the **Insured Person** pays them with **Our** agreement.

### Countries Covered

1. For insured incidents Legal defence (excluding Statutory notice appeals) and Personal injury the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
2. For all other insured incidents the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands.

### DAS Standard Terms of Appointment

The terms and conditions (including the amount **We** will pay to an **Appointed Representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **Appointed Representative** the amount is currently £100 per hour. This amount may vary from time to time.

### Date of Occurrence

For Section 14a (Commercial Legal Protection):

1. For civil cases (other than under insured incident Tax protection), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **Date of Occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **You** or an **Insured Person** first became aware of it.)
2. For criminal cases, the date the **Insured Person** began, or is alleged to have begun, to break the law.
3. For insured incident Statutory licence appeal, the date when **You** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to

renew or cancel **Your** licence, mandatory registration or British Standard Certificate of Registration.

4. For insured incident Tax protection, the date when HM Revenue & Customs, or the relevant authority, first notifies **You** of its intention to carry out an enquiry. For VAT or **Employer Compliance Dispute**, the date the dispute arises during the Period of Insurance.
5. For insured incident Legal defence Statutory notice appeals, the date when the **Insured Person** is issued with the relevant notice and has the right to appeal.

For Section 14b (Family Legal Protection):

1. For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date **You** or an **Insured Person** first became aware of it.)
2. For criminal cases, the date the **You** began, or are alleged to have begun, to break the law.
3. For insured incident Tax protection, the date when HM Revenue & Customs first notifies **You** in writing of its intention to make an enquiry.

### **Employer Compliance Dispute**

A dispute with HM Revenue & Customs concerning **Your** compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

### **Identity Theft (applying to section 14b only)**

The theft or unauthorised use of **Your** personal identification which has resulted in the unlawful use of **Your** identity.

### **Insured Person (applying to section 14a only)**

- (a) **You** and the directors, partners, managers, employees and any other individuals declared to **Us** by **You**.
- (b) **You** and the directors, partners, managers, employees and any other individuals declared to **Us** by **You**.
- (c) A person contracted to work for **You** who works for **You** on the same basis as **Your** employees, and performs that work under your supervision and direction.

### **Let Property (applying to section 14a only)**

The property or properties which are owned by **You** or are **Your** responsibility and let by **You** to a tenant under a tenancy agreement which is in writing, properly executed and containing an enforceable forfeiture clause.

### **PR Crisis (applying to section 14a only)**

Negative publicity in local, regional or national media (print, online, television or radio), or negative social media comment, which requires managing to protect **Your Business's** reputation.

### **Preferred Law Firm or Tax Consultancy**

A law firm, barristers' chambers or tax expert **We** choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the **Insured Person's** claim and must comply with **Our** agreed service standard levels, which **We** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

### **Reasonable Prospects**

1. For civil cases, the prospects that **You** or the **Insured Person** will recover losses or damages

or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **We** have agreed to, including an enforcement of judgment), make a successful defence, must be at least fifty one per cent (51%). **We**, or a **Preferred Law Firm** or tax consultancy on **Our** behalf, will assess whether there are **Reasonable Prospects**.

2. For criminal cases there is no requirement for there to be prospects of a successful outcome.
3. For civil and criminal appeals the prospects of a successful outcome must be at least 51%.

### **Tax Enquiry (applying to section 14a only)**

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

1. includes a request to examine any aspect of **Your** books and records; or
2. advises of a check of **Your** whole tax return.

### **VAT Dispute (applying to section 14a only)**

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to **Your** VAT affairs.

### **We, Us, Our, DAS**

DAS Legal Expenses Insurance Company Limited.

### **You, Your**

For Section 14a (Commercial Legal Expenses):

The **Business** that has taken out this section of the **Policy** (shown as the Insured in the **Policy Schedule**).

For Section 14b (Personal Legal Expenses):

The person who has taken out this **Policy** (the policyholder) and any member of their family who always lives with them. This includes students temporarily living away from home and unmarried partners. Anyone claiming under this **Policy** must have the policyholder's agreement to claim

## **Section 14a – Commercial Legal Expenses**

**Your Schedule** will show if this section applies.

### **Helpline services**

**You** can contact **Our** UK-based call centre 24 hours a day, seven days a week. However, **We** may need to arrange to call **You** back depending on **Your** enquiry. To help **Us** check and improve **Our** service standards, **We** may record all inbound and outbound calls, except those to the counselling service. When phoning, please tell **Us Your Policy** number and the name of the insurance provider who sold **You** this **Policy**. When phoning, please quote TS5/6932730 and Victor Insurance.

### **Legal advice service**

**Call 0117 934 0107**

**We** provide confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway. Wherever possible the legal advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit **You**.

**Our** legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, **We** will refer **You** to one of **Our** specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, **We** will call **You** back.

This legal advice service is provided by DAS Law Limited and/or a **Preferred Law Firm** on behalf of DAS.

## Tax advice service

**Call 0117 934 0107**

**We** offer confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

Tax advice is provided by tax advisors 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, **We** will call **You** back.

## Counselling service

**Call 0117 934 0107**

**We** will provide **Your** employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over, including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **Us**.

The counselling service helpline is open 24 hours a day, seven days a week.

**We** will not accept responsibility if the helpline services are unavailable for reasons **We** cannot control.

## Online law guide and document drafting

### Employment manual

**Visit [www.das.co.uk](http://www.das.co.uk)**

The **DAS** Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit [www.das.co.uk](http://www.das.co.uk) and select Employment Manual. All the sections of this web-based document can be printed off for **Your** own use. Contact **Us** at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) with **Your** email address, quoting **Your Policy** number and **We** will contact **You** by email to inform **You** of future updates to the information.

### Dasbusinesslaw

**Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk)**

Using [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) **You** can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by **You** using **Our** smart document builders. **You** can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help **You** keep **Your** business one step ahead. To access DASbusinesslaw, **You** will need to register at [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk), using **Your DAS** policy number as below.

When registering, please enter the following code which will provide **You** with access to a range of free documents: DAS472301. If **You** experience any problems accessing the service, please email details of

Your problem to businesslaw@das.co.uk with **Your** policy number in the subject box.

## Our agreement

This section of the **Policy**, the **Policy Schedule** and any endorsement shall be considered as one document and describe the contract between **You** and **Us**. **We** agree to provide the insurance described in this section for **You** (or where specified the **Insured Person** in respect of any insured incident arising in connection with the **Business** shown in the **Schedule**, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section, provided that:

1. **Reasonable Prospects** exist for the duration of the claim (other than for insured incident Crisis Containment)
2. the **Date of Occurrence** of the insured incident is during the Period of Insurance; or
3. during the currency of a previous equivalent legal expenses policy, provided that:
  - the previous legal expenses policy required **You** to report claims during its currency
  - cover has been continuously maintained in force
  - any claim that should have been covered under a previously operative legal expenses insurance policy will not be covered by **Us**, and
  - the available limit of indemnity shall be limited to the lesser of the sums payable under this or **Your** previous policy
  - any legal proceedings will be dealt with by a court, or other body which **We** agree to, within the **Countries Covered**; and
4. **You** could not have notified a claim previously as **You** could not have reasonably been aware of the insured incident
5. the insured incident happens within the **Countries Covered**.

## What We will pay

**We** will pay an **Appointed Representative**, on **Your** behalf, **Costs and Expenses** incurred following an insured incident, and any compensation awards that **We** have agreed to, provided that:

1. the most **We** will pay for all claims (other than Public Rights of Way) resulting from one or more event arising at the same time or from the same originating cause, for **Costs and Expenses** and compensation awards is GBP two hundred and fifty thousand (£250,000)
2. the most **We** will pay for Public Rights of Way claims resulting from one or more event arising at the same time or from the same originating cause, for **Costs and Expenses** is GBP one hundred thousand (£100,000)
3. the most **We** will pay for the total of compensation awards under insured incident Employment disputes and compensation awards 2 compensation awards in any one **Period of Insurance** shall not exceed GBP one million (£1,000,000)
4. the most **We** will pay in **Costs and Expenses** is no more than the amount **We** would have paid to a **Preferred Law Firm** or tax consultancy. The amount **We** will pay a law firm (where acting on **Your** behalf) is currently £100 per hour. This amount may vary from time to time.
5. in respect of an appeal or the defence of an appeal, **You** must tell **Us** within the time limits allowed that **You** want to appeal. Before **We** pay the **Costs and Expenses** for appeals, **We** must agree that **Reasonable Prospects** exist
6. for an enforcement of judgment to recover money and interest due to **You** after a successful claim under this section of the **Policy**, **We** must agree that **Reasonable Prospects** exist
7. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **We** will pay in **Costs and Expenses** is the value of the likely award; and
8. in respect of Legal Defence, Jury service and court attendance the maximum **We** will pay is the

**Insured Person's** net salary or wages for the time that the **Insured Person** is absent from work less any amount the court pays.

9. in respect of Crisis Containment the maximum **We** will pay in respect of all claims resulting from one or more event arising at the same time, or from the same originating cause, is £10,000.

## What We will not pay

1. In the event of a claim, if **You** decide not to use the services of a **Preferred Law Firm or Tax Consultancy**, **You** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **Us**.
2. If **You** are registered for VAT **We** will not pay the VAT element of any **Costs and Expenses**.
3. The first GBP five hundred (£500) of any contract dispute claim where the amount in dispute exceeds GBP five thousand (£5,000). If **You** are using a Preferred Law Firm, **You** will be asked to pay this within 21 days of **Your** claim having been assessed as having Reasonable Prospects. If **You** are using **Your** own law firm, this will be within 21 days of their appointment (following confirmation **Your** claim has Reasonable Prospects). If **You** do not pay this amount the cover for **Your** claim could be withdrawn.

## Insured incidents

### Employment disputes and compensation awards

#### 1. Employment Disputes

**Costs and Expenses** to defend **Your** legal rights:

- a. before the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or
  - (i) following the dismissal of an employee; or
  - (ii) where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or
- b. in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- c. in legal proceedings in respect of any dispute relating to:
  - (i) a contract of employment with **You**; or
  - (ii) an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation.

#### What is not covered

A claim relating to the following:

- a. unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this section of the **Policy**:

**(i)** any dispute where the originating cause of action arises within the first 90 days of the start of this **Policy**

**(ii)** any redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of this **Policy**.

**(iii)** any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the commencement of this **Policy**



- b. damages for personal injury or loss of or damage to property .
- c. Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations.

## 2. Compensation awards

**We** will pay:

- a. any basic and compensatory award; and/or
- b. an order for compensation following a breach of **Your** statutory duties under employment legislation

Provided that:

- a. in cases relating to performance and/or conduct, **You** have throughout the employment dispute either:
  - I. followed the ACAS Code of Disciplinary and Grievance Procedures; or
  - II. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - III. sought and followed advice from **Our** legal advice service (telephone number 0844 893 0859)
- b. for an order of compensation following **Your** breach of statutory duty under employment legislation **You** have at all times sought and followed advice from **Our** legal advice service since the date when **You** should have known about the employment dispute (telephone number above)
- c. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **You** have sought and followed advice from **Our** Claims Department before starting any redundancy process or procedure with **Your** employees (telephone number above)
- d. the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **Us**.

Please note that the total of compensation awards payable by **Us** is GBP one million (£1,000,000) in any one Period of Insurance. Please see What **We** will not pay 2.

**What is not covered:**

- a. Any compensation award relating to the following:
  - I. trade union activities, trade union membership or non-membership;
  - II. pregnancy or maternity rights, paternity, parental or adoption rights;
  - III. health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
  - IV. statutory rights in relation to trustees of occupational pension schemes.
- b. Non-payment of money due under a contract of employment or a statutory provision.
- c. Any award ordered because **You** have failed to provide relevant records to employees under National Minimum Wage legislation.
- d. A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.
- e. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

### 3. Employee civil legal defence

**Costs and Expenses** to defend the **Insured Person's** (other than **Your**) legal rights if an event arising from their work as an employee leads to civil action being taken against them:

- a. under legislation for unlawful discrimination; or
- b. as trustee of a pension fund set up for the benefit of **Your** employees.

Please note that **We** will only provide cover for an **Insured Person** (other than **You**) at **Your** request.

### 4. Service occupancy

**Costs and Expenses** to pursue a dispute with an employee or ex-employee to recover possession of premises owned by, or for which **You** are responsible.

#### What is not covered

Any claim relating to defending **Your** legal rights other than defending a counter-claim.

## Legal Defence

**Costs and Expenses** to defend the **Insured Person's** legal rights:

(provided that for each of the following sections of Legal defence cover 1-6 **You** request **Us** to provide cover for the **Insured Person**.)

#### 1. Criminal pre-proceedings cover

Prior to the issue of legal proceedings, when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the **Insured Person** has or may have committed a criminal offence.

Provided that:

for claims relating to the Health and Safety at Work etc Act 1974  
the **Countries Covered** shall be any place where the Act applies.

*Please note we will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **Business** shown in the **Schedule**. Please see *Our agreement, page 182.**

#### What is not covered:

A claim related to the following:

1. Any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs.

Please note this exclusion applies to section 1 of the Legal defence cover.

2. prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

Please note this exclusion applies to sections 1 and 2 of the legal defence cover.

## 2. Criminal prosecution defence

Following an event which leads to the **Insured Person** being prosecuted in a court of criminal jurisdiction.

Provided that:

for claims relating to the Health and Safety at Work etc. Act 1974 the **Countries Covered** shall be any place where the Act applies.

Please note **We** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **Business** shown in the **Schedule**. Please see **Our Agreement** page 182.

## 3. Data protection and information Commissioner registration

If civil action is taken against the **Insured Person** for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:

(a) An individual. **We** will also pay any compensation award in respect of such a claim.

(b) A data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note **We** will not pay any compensation award in respect of such a claim

### ***Provided that:***

*in respect of 3(a) any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by Us.*

*Please note **We** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see Exclusions – applying to Section 14a, 3, page 193.*

### **What is not covered:**

A claim relating to the following:

1 the loss, alteration, corruption or distortion of, or damage to stored personal data, or

2 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 program that contains any malicious or damaging code, computer virus or similar mechanism.

## 4. Wrongful arrest

If civil action is taken against **You** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.

## 5. Statutory notice appeals

In an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting **Your Business**.

**What is not covered:**

- a. an appeal against the imposition or terms of any Statutory Notice issued in connection with **Your** licence, mandatory registration or British Standard Certificate of Registration
- b. a Statutory Notice issued by an **Insured Person's** regulatory or governing body.

**6. Jury Service and Court Attendance**

An **Insured Person's** absence from work:

- a. to perform jury service
- b. to attend any court or tribunal at the request of the **Appointed Representative**.

The maximum **We** will pay is the **Insured Person's** net salary or wages for the time that they are absent from work less any amount **You**, the court or tribunal, have paid them.

**We** will reimburse **You** for net salary or wages that **You** have paid the **Insured person** for that time, less any amount they have been paid by, or can recover from, the court or tribunal.

**What is not covered:**

- 1 any claim if **You** or the **Insured Person** are unable to prove the loss.

**Statutory Licence Appeal**

An appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel **Your** licence, mandatory registration or British Standard Certificate of Registration.

**What is not covered**

A claim relating to the following:

1. assistance with the application process either in relation to an original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration
2. the ownership, driving or use of a motor vehicle

**Contract Disputes**

A contractual dispute arising from an agreement or an alleged agreement which has been entered into by **You** or on **Your** behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

1. the amount in dispute exceeds GBP five hundred (£500) (incl. VAT). If the amount in dispute exceeds GBP five thousand (£5,000) (incl. VAT), **You** will be responsible for the first GBP five hundred (£500) of **Costs and Expenses** in each and every claim. If **You** are using a Preferred

Law Firm, **You** will be asked to pay this within 21 days of **Your** claim having been assessed as having **Reasonable Prospects**. If **You** are using **Your** own law firm, this will be within 21 days of their appointment (following confirmation **Your** claim has **Reasonable Prospects**). If **You** do not pay this amount the cover for **Your** claim could be withdrawn

2. if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed GBP five hundred (£500) (incl. VAT)
3. if the dispute relates to money owed to **You**, a claim under the **Policy** is made within ninety (90) days of the money becoming due and payable.

### What is not covered

A claim relating to the following:

1. unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this section of the **Policy**, a dispute arising from an agreement entered into prior to the start of the **Policy** if the **Date of Occurrence** is within the first 90 days of the cover provided by the **Policy**
2.
  - a. the settlement payable under an insurance policy (**We** will cover a dispute if **Your** insurer refuses **Your** claim, but not for a dispute over the amount of the claim)
  - b. the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, **We** will cover a dispute with a professional adviser in connection with these matters
  - c. a loan, mortgage, pension, guarantee or any other financial product and choses in action
  - d. a motor vehicle owned by, or hired or leased to **You** other than agreements relating to the sale of motor vehicles where **You** are engaged in the business of selling motor vehicles
3. a dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **You** (Please refer to insured incident Employment Disputes and Compensation Awards).
4. a dispute which arises out of the:
  - a. sale or provision of computer hardware, software, systems or services; or
  - b. the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **Your** own specification
5. a dispute arising from a breach or alleged breach of professional duty by an **Insured Person**
6. the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

### Property Protection

A civil dispute relating to material property which is owned by **You**, or is **Your** responsibility following:

1. any event which causes physical damage to such material property; or
2. a legal nuisance (meaning any unlawful interference with **Your** use or enjoyment of **Your** land, or some right over, or in connection with it); or
3. a trespass.

Please note that **You** must have established the legal ownership or right to the land that is the subject of the dispute.

### What is not covered:

A claim relating to the following:

1. a contract **You** have entered into (please refer to insured incident Contract Disputes)
2. goods in transit or goods lent or hired out
3. goods at premises other than those occupied by **You** unless the goods are at the premises for the purpose of installations or use in work to be carried out by **You**
4. mining subsidence
5. defending **Your** legal rights but **We** will cover defending a counter-claim
6. a motor vehicle owned or used by, or hired or leased to an **Insured Person** (other than damage to motor vehicles where **You** are in the business of selling motor vehicles)
7. the enforcement of a covenant by or against **You**.

## Public Rights of Way

### What is covered

**Costs and Expenses** to oppose a definitive map modification order under s.53(2) Wildlife and Countryside Act 1981 or equivalent legislation in the part of the UK, Channel Islands and Isle of Man where the **Business** is located.

*Please note: a definitive map modification order is an order made by a surveying authority that changes the legal record of public rights of way.*

Please note that the maximum amount payable under this section is GBP one hundred thousand (£100,000) (Please refer to “What We Will Pay, 2.)

### Personal Injury

At **Your** request, **We** will pay **Costs and Expenses** for an **Insured Person**'s and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

### What is not covered:

A claim relating to the following:

1. any illness or bodily injury that happens gradually
2. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
3. defending an **Insured Person**'s or their family members' legal rights other than in defending a counter-claim
4. clinical negligence.

### Tax Protection

1. A **Tax Enquiry**
2. An **Employer Compliance Dispute**
3. A **VAT Dispute**

Provided that:

**You** have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note **We** will only cover tax claims which arise in direct connection with the activities of the **Business** shown in the **Schedule**.

**What is not covered:**

1. Any claim relating to a tax avoidance scheme.
2. Any failure to register for Value Added Tax or Pay As You Earn.
3. Any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office.
4. Any claim relating to import or excise duties and import VAT.
5. Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

**Crisis Containment**

**Costs and expenses** in the event of a **PR Crisis**:

**(a) We** will provide advice and guidance over the phone about **Your PR crisis**. Please call **Us** on **0344 893 9314** (open 24 hours a day, seven days a week).

**(b) Following** a call to **Us**, if **You** and **We** agree that additional help is required to manage **Your PR crisis**, **We** will provide appropriate assistance which may include specialist legal and public relations support.

**Provided that:**

**(1) We** will not pay more than £10,000 for any claim in respect of a **PR Crisis**

**(2) you** have sought and followed advice from **Us**.

**What is not covered:**

A claim relating to the following:

**1** any claim that could reasonably be dealt with through **Your** customer service or standard complaints procedures

**2** any **PR Crisis** related to or arising from an event affecting the whole profession or industry.

**Let Property**

**Costs and expenses** for:

- (a) Breach of the tenancy agreement

A dispute with a tenant arising from a breach or alleged breach of the tenancy agreement which relates to the use or maintenance of the **Let Property** excluding repossession, recovery of money owed and dilapidations (please see (b) to (d) below).

- (b) Repossession

Obtaining possession of the **Let Property**, provided that, where appropriate, all statutory and contractual notices have been correctly served by **You** on the tenant.

- (d) Recovery of money owed

Recovering money and interest due from a lease, licence or tenancy of the **Let Property**, including enforcement of judgment.

Provided that:

- 1) the amount in dispute exceeds £200 (incl. VAT) and if it is rent that is owed, it must have been overdue for at least one calendar month
- 2) **You** have exhausted all your credit control procedures before **You** report the claim
- 3) **We** have the right to select the method of enforcement, or to forego enforcing judgment if **We** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment
- 4) if **You** accept payment (or part payment) of any rent arrears from the tenant, **You** must provide proof **You** have warned the tenant this does not prevent **You** taking further action against them to recover monies owed
- 5) the other party does not intimate that a defence exists.

(e) Dilapidations

Provided that:

- 1) the amount of the dilapidations exceeds £1,000
- 2) prior to the tenancy beginning, a detailed inventory, which notes the condition of all items on the inventory is prepared by **You**
- 3) after the tenant has vacated the **Let Property**, a detailed Schedule of Dilapidations is prepared by **You**

(f) Nuisance

Defending any allegation of legal nuisance arising from the **Let Property** used solely for residential purposes.

(g) Eviction of squatters

Evicting anyone who is not **Your** tenant or ex-tenant from the **Let Property** and who has not got **Your** permission to be there.

Please note, for England, Wales and Scotland squatting in a residential property is a criminal offence and therefore please contact the police in the first instance

**What is not covered:**

A claim relating to the following:

1. Any dispute where the originating cause of action arises within the first 90 days of the start of this policy section, unless equivalent legal expenses insurance was in force immediately before
2. A dispute arising from or relating to:
  - (a) the negotiation, review or renewal of the lease or tenancy agreement
  - (b) any matter relating to service charges
  - (c) rent, tax or building regulations or decisions or compulsory purchase orders or restrictions or controls placed on your material property by any government or public or local authority
  - (d) any claim relating to registering rents, reviewing rents, buying the freehold of the premises or any matter that relates to rent tribunals, the leasehold valuation tribunal, land tribunals or rent assessment committees
  - (e) any planning application, review or decision
  - (f) mining subsidence.
3. Any claim relating to:
  - (a) land or premises used for agricultural purposes  
any arbitration or Agricultural Land Tribunal hearing relating to any dispute arising out of a contract of tenancy or lease regulated by the 1986 Agricultural Holdings Act or 1995 Agricultural Tenancies Act or at hearings of the Scottish Land Court relating to disputes arising out of a contract of tenancy or lease regulated by the 1991 Agricultural Holdings (Scotland) Act or 2003 Agricultural Holdings (Scotland) Act under the terms of the tenancy or lease or as directed by statute.

## Exclusions – applying to Section 14a

The following exclusions apply



## 1 Late reported claims

Any claim reported to **us** more than 180 days after the date the **Insured Person** should have known about the insured incident.

## 2 Costs we have not agreed Costs and expenses

incurred before **our** expressed acceptance.

## 3 Court awards and fines

Fines, penalties, compensation or damages which the **Insured Person** is ordered to pay by a court or other authority, other than compensation awards covered under insured incidents **Employment disputes and compensation awards, 2 Compensation awards and Legal defence.**

## 4 Legal action we have not agreed

Legal action an **insured person** takes which **We** or the **Appointed Representative** have not agreed to, or where the **Insured Person** does anything that hinders **Us** or the **Appointed Representative**.

## 5 Intellectual property rights

Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

## 6 Wilful acts

Any wilful act or omission of an **Insured Person** deliberately intended to cause a claim under this policy.

## 7 Franchise or agency agreements

Any claim relating to rights under a franchise or agency agreement entered into by **You**.

## 8 A dispute with DAS

Any claim under this policy for a dispute with **us**. For disagreements with **us** about the handling of a claim refer to condition 8 Arbitration, Conditions – applying to Sections 14a & 14b.

## 9 Shareholding or partnership disputes

Any claim relating to a shareholding or partnership share in the **Business**.

## 10 Judicial review, coroner's inquest Costs and expenses

arising from or relating to judicial review, coroner's inquest or fatal accident inquiry or fatal accident inquiry.

## 11 Nuclear, war and terrorism risks

Any claim caused by, contributed to by or arising from:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- (c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000;
- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

## 12 Bankruptcy

Any claim where either at the start of, or during the course of a claim:

- (a) **you** are declared bankrupt
- (b) **you** have filed a bankruptcy petition
- (c) **you** have filed a winding-up petition
- (d) **you** have made an arrangement with **Your** creditors
- (e) **you** have entered into a deed of arrangement
- (f) **you** are in liquidation
- (g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.

## 13 Defamation

Any claim relating to written or verbal remarks that damage the **Insured Person's** reputation.

## 14 Litigant in person

Any claim where an **Insured Person** is not represented by a law firm, barrister or tax expert.

## Section 14b– Personal legal expenses

**Your Schedule** will show if this section applies.

### Helpline services

Access is via **Our** UK based call centres 24 hours a day, seven days a week. However, **We** may need to arrange to call **You** back depending on the enquiry. To help **Us** check and improve **Our** service standards, **We** may record all inbound and outbound calls, except those to the counselling service.

When phoning, please quote TS3/6932732 and Victor Insurance.

This legal advice service is provided by DAS Law Limited and/or a **Preferred Law Firm** on behalf of **DAS**.

### Legal advice service

**Call 0344 893 9011**

**We** provide confidential advice over the phone on any personal legal issue, under the laws of any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am - 5pm, Monday to Friday, excluding public and bank holidays. If **You** call outside these times, a message will be taken and a return call arranged within the operating hours.

### Tax advice service

**Call 0344 893 9011**

**We** offer confidential advice over the phone on personal tax matters in the UK.

Tax advice is provided by tax advisors 9am - 5pm, Monday to Friday, excluding public and bank holidays. If **You** call outside these times, a message will be taken and a return call arranged within the operating hours.

### Identity Theft Service

**Call 0344 848 7071**

If **You** are a resident in the UK or the Channel Islands, **We** will provide **You** with detailed guidance and advice over the phone about being or becoming a victim of **Identity Theft**.

This helpline is open 8am – 8pm, seven days a week.

## Counselling service

Call 0344 893 9012

**We** will provide **You** with a confidential counselling service over the phone if **You** are aged 18 or over. This includes, where appropriate, referral to relevant voluntary or professional services. **You** will pay any costs for using the services to which **We** refer **You**.

The counselling service helpline is open 24 hours a day, seven days a week.

**We** will not accept responsibility if the helpline services are unavailable for reasons **We** cannot control.

## Our agreement

This **Policy**, the **Policy Schedule** and any endorsement shall be considered as one document. **We** agree to provide the insurance described in this **Policy** for the **Insured Person** in respect of any insured incident arising in connection with the **Business** shown in the **Schedule**, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this **Policy**, provided that:

1. **Reasonable Prospects** exist for the duration of the claim
2. the **Date of Occurrence** of the insured incident is during the Period of Insurance; or
3. any legal proceedings will be dealt with by a court, or other body which **We** agree to, within the **Countries Covered**; and
4. the insured incident happens within the **Countries Covered**.

## What We will pay

**We** will pay an **Appointed Representative**, on **Your** behalf, **Costs and Expenses** incurred following an insured incident, and any compensation awards that **We** have agreed to, provided that:

- a. the most **We** will pay for all claims (other than Public Rights of Way) resulting from one or more event arising at the same time or from the same originating cause is £250,000.
- b. the most **We** will pay for Public Rights of Way claims resulting from one or more event arising at the same time or from the same originating cause, for **Costs and Expenses** is GBP one hundred thousand (£100,000)
- c. the most **We** will pay in **Costs and Expenses** is no more than the amount **We** would have paid to a **Preferred Law Firm**. The amount **We** will pay a law firm (where acting as an **Appointed Representative**) is currently £100 per hour. This amount may vary from time to time.
- d. in respect of an appeal or the defence of an appeal, **You** must tell **Us** within the time limits allowed that **You** want to appeal. Before **We** pay the **Costs and Expenses** for appeals, **We** must agree that **Reasonable Prospects** exist
- e. for an enforcement of judgment to recover money and interest due to **You** after a successful claim under this **Policy**, **We** must agree that **Reasonable Prospects** exist
- f. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **We** will pay in **Costs and Expenses**

is the value of the likely award.

## What We will not pay

a. In the event of a claim, if **You** decide not to use the services of a **Preferred Law Firm or Tax Consultancy**, **You** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **Us**.

b. The first £250 of any claim for legal nuisance or trespass. If **You** using a Preferred Law Firm, **You** will be asked to pay this within 21 days of **Your** claim having been assessed as having **Reasonable Prospects**. If **You** are using **Your** own law firm, this will be within 21 days of their appointment (following confirmation **Your** claim has **Reasonable Prospects**). If **You** do not pay this amount the cover for **Your** claim could be withdrawn.

## Insured incidents

### Employment Disputes

A dispute relating to **Your** contract of employment.

Please note that a dispute is deemed to have occurred once all employer's disciplinary hearings and internal grievance procedures have been completed.

#### What is not covered:

A claim relating to the following:

- (a) any claim relating solely to personal injury  
(please refer to insured incident 3 Personal Injury)
- (b) a settlement agreement while **You** are still employed.

### Contract Disputes

A dispute arising from an agreement or an alleged agreement which **You** have entered into in a personal capacity for:

- (a) buying or hiring in goods or services
- (b) selling goods.

Please note that:

- (i) **You** must have entered into the agreement or alleged agreement during the Period of Insurance, and
- (ii) the amount in dispute must be more than £125 (including VAT).

#### What is not covered:

A claim relating to the following:

- (a) the settlement payable under an insurance policy (**We** will cover a dispute if **Your** insurer refuses **Your** claim, but not for a dispute over the amount of the claim)

- (b) a dispute arising from any loan, mortgage, pension, investment or borrowing
- (c) a dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, **We** will cover a dispute with a professional adviser in connection with these matters
- (d) a motor vehicle owned by or hired or leased to **You**.

### **Legal Defence**

**Costs and Expenses** to defend **Your** legal rights if an event arising from **Your** work as an employee leads to

- (a) **You** being prosecuted in a court of criminal jurisdiction
- (b) civil action being taken against **You** under:

- discrimination legislation
- Section 13 of the Data Protection Act 1998.

### **What is not covered:**

- Any claim relating to **You** driving a motor vehicle.
- Any claim resulting from hacking (unauthorised access) or other type of cyber attack affecting stored personal data.

### **Personal Injury**

A specific or sudden accident that causes **Your** death or bodily injury to **You**.

Please note that **We** will not defend **Your** legal rights but **We** will cover defending a counter-claim.

### **What is not covered:**

A claim relating to the following:

- (a) illness or bodily injury that happens gradually
- (b)** psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to **You**
- (c) clinical negligence (please refer to insured incident 4 Clinical Negligence).

### **Clinical Negligence**

An Identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to **You**.

### **What is not covered:**

A claim relating to the following:

- (a) the failure or alleged failure to correctly diagnose **Your** condition
- (b) psychological injury or mental illness that is not associated with **You** having suffered physical bodily injury.

### Tax Protection

A comprehensive examination by HM Revenue & Customs that considers all areas of **Your** If assessment tax return, but not enquiries limited to one or more specific area.

#### What is not covered:

- (a) Any claim if **You** are self-employed, or a sole trader, or in a business partnership.
- (b) An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.

### Property Protection

A civil dispute relating to **Your** principal home, or personal possessions, **You** own, or are responsible for, following:

- (a) an event which causes physical damage to such property but the amount in dispute must be more than £125.

*Please note **We** will not defend **Your** legal rights but **We** will cover defending a counter-claim.*

- (b) a legal nuisance (meaning any unlawful interference with the use or enjoyment of land, or some right cover, or in connection with it)

- (c) a trespass.

*Please note **You** must have, or there must be reasonable prospects of establishing **You** have, the legal ownership or right to the land or personal possessions that are the subject of the dispute.*

#### What is not covered:

A claim relating to the following:

- (a) a contract **You** have entered into
- (b) any building or land except **your** main home
- (c) someone legally taking **Your** property from **You** whether **You** are offered money or not, or restriction or controls placed on **your** property by any government or public or local authority
- (d) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage
- (e) mining subsidence
- (f) adverse possession (meaning the occupation of any building or land either by someone trying to take possession from **You** or of which **You** are trying to take possession)
- (g) the enforcement of a covenant by or against **You**.
- (h) The first £250 of any claim for legal nuisance or trespass. If **You** are using a **Preferred Law Firm**, **You** will be asked to pay this within 21 days of **Your** claim having been assessed as having **Reasonable Prospects**. If **You** are using **Your** own law firm, this will be within 21 days of their appointment (following confirmation **Your** claim has **Reasonable Prospects**). If **You** do not pay this amount the cover for **Your** claim could be withdrawn.

### Identity Theft Protection

(1) Following a call to the **Identity Theft** helpline service **We** will assign a personal caseworker who will provide phone advice and a personal action plan to help regain **Your** identity.

(2) If **You** become a victim of **Identity theft**, **We** will pay the costs **You** incur for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies. **We** will also pay the cost of replacement documents to help restore **Your** identity and credit status.

(3) Following **Your Identity Theft We** will pay:

(a) **Costs and Expenses** to reinstate **Your** identity including costs for the signing of statutory declarations or similar documents

(b) **Costs and Expenses** to defend **Your** legal rights in a dispute with debt collectors or any party taking legal action against **You** arising from or relating to **Identity Theft**

(c) loan-rejection fees and any re-application administration fee for a loan when **Your** original application has been rejected.

Please note that:

(i) **You** must notify **Your** bank or building society as soon as possible

(ii) **You** must tell **Us** if **You** have previously suffered **Identity Theft**, and

(iii) **You** must take all reasonable action to prevent continued

#### **What is not covered:**

A claim relating to the following:

(a) fraud committed by anyone entitled to make a claim under this **Policy**

(b) losses arising from **Your Business** activities.

#### **Jury Service and court attendance**

**Your** absence from work:

(a) to attend any court or tribunal at the request of the **Appointed Representative**

(b) to perform jury service

(c) to carry out activities specified in **Your Identity Theft** action plan under insured incident Identity theft protection.

The maximum **We** will pay is **Your** net salary or wages for the time that **You** are absent from work less any amount the court gives **You**.

#### **What is not covered:**

Any claim if **You** are unable to prove **Your** loss.

#### **Shotgun Licence Cover and/or Firearm Certificate Protection**

## What is covered

**Costs and Expenses** in appealing to the relevant regulatory authority, following an event which results in a licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling **Your** shotgun and/or firearm certificate.

## What is not covered

An original application of a shotgun and/or firearm certificate.

## Public Rights of Way

### What is covered

#### Costs and Expenses

to oppose a definitive map modification order under s.53(2) Wildlife and Countryside Act 1981 or equivalent legislation in the part of the UK, Channel Islands and Isle of Man where **You** live.

*Please note: a definitive map modification order is an order made by a surveying authority that changes the legal record of public rights of way.*

Please note that the maximum amount payable under this section is GBP one hundred thousand (£100,000) (Please refer to "What We Will Pay, Part b).

## Exclusions – applying to Section 14b

The following exclusions apply:

### 1 Late reported claims

A claim where **You** have failed to notify **Us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **Reasonable Prospects** of a claim or **We** consider **Our** position has been prejudiced.

### 2 Costs we have not agreed Costs and Expenses

incurred before **Our** written acceptance of a claim

### 3 Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders **You** to pay.

### 4 Legal action we have not agreed

Any legal action **You** take that **We** or the **Appointed Representative** have not agreed to, or where **You** do anything that hinders **Us** or the **Appointed Representative**.

### 5 Defamation

Any claim relating to written or verbal remarks that damage **Your** reputation.

### 6 A dispute with DAS

A dispute with **Us** otherwise not dealt with under condition 8 Arbitration, Conditions – applying to Sections 14a & 14b.

### 7 Judicial Review Costs and Expenses



arising from or relating to judicial review, coroner's Inquest or fatal accident Inquiry.

**8 Nuclear, war and terrorism risks** A claim caused by, contributed to by or arising from:

- (a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
- (c) war, Invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism
- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds

### 9 Litigant In Person

Any claim where **You** are not represented by a law firm barrister or tax expert.

## Conditions – applying to Sections 14a & 14b

The following conditions apply

#### 1. **Your** representation

- a. On receiving a claim, if representation is necessary, **We** will appoint a Preferred Law Firm, Tax Consultancy or in-house lawyer as **Your Appointed Representative** to deal with **Your** claim. They will try to settle **Your** claim by negotiation without having to go to court.
- b. If the appointed **Preferred Law Firm or Tax Consultancy** cannot negotiate settlement of **Your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **You** may choose a law firm or tax expert to act as the **Appointed Representative**. **We** will choose the **Appointed Representative** to represent **You** in any proceedings where **We** are liable to pay a compensation award.
- c. If **You** choose a law firm as **Your Appointed Representative** who is not a **Preferred Law Firm or Tax Consultancy**, **We** will give **Your** choice of law firm the opportunity to act on the same terms as a **Preferred Law Firm or Tax Consultancy**. However if they refuse to act on this basis, the most **We** will pay is the amount **We** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **We** will pay a law firm (where acting as the **Appointed Representative**) is currently £100 per hour. This amount may vary from time to time.
- d. The **Appointed Representative** must co-operate with **Us** at all times and must keep **Us** up to date with the progress of the claim.

#### 2. **Your** responsibilities

**You** and any **Insured Person** must:

- a. co-operate fully with **Us** and the **Appointed Representative**;
- b. give the **Appointed Representative** any instructions that **We** ask **You** to.

#### 3. Offers to settle a claim

- a. **You** or an **Insured Person** must tell **Us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **Our** written consent.
- b. If **You** or an **Insured Person** does not accept a reasonable offer to settle a claim, **We** may refuse to pay further **Costs and Expenses**.

- c. **We** may decide to pay **You** or an **Insured Person** the reasonable value of the claim that **You** or the **Insured Person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances **You** or an **Insured Person** must allow **Us** to take over and pursue or settle a claim in their name. **You** or an **Insured Person** must allow **Us** to pursue at **Our** own expense and for their benefit, any claim for compensation against any other person and **You** or an **Insured Person** must give **Us** all the information and help **We** need to do so.
  - d. Where a settlement is made on a without-costs basis **We** will decide what proportion of that settlement will be regarded as **Costs and Expenses** and payable to **Us**.
4. Assessing and recovering costs
    - a. **You** or an **Insured Person** must instruct the **Appointed Representative** to have **Costs and Expenses** taxed, assessed or audited if **We** ask for this.
    - b. **You** or an **Insured Person** must take every step to recover **Costs and Expenses** and court attendance and jury service expenses that **We** have to pay and must pay **Us** any amounts that are recovered.
  5. Cancelling an **Appointed Representative's** appointment

If the **Appointed Representative** refuses to continue acting for **You** or an **Insured Person** with good reason or if **You** or an **Insured Person** dismisses the **Appointed Representative** without good reason, the cover **We** provide will end at once, unless **We** agree to appoint another **Appointed Representative**.

6. Withdrawing cover

If **You** or an **Insured Person** settles a claim or withdraws their claim without **Our** agreement, or does not give suitable instructions to the **Appointed Representative**, **We** can withdraw cover and will be entitled to reclaim any **Costs and Expenses** **We** have paid.

7. Expert opinion

**We** may require **You** to get, at **Your** own expense, an opinion from an expert, that **We** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **Us** and the cost agreed in writing between **You** and **Us**. Subject to this **We** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **You** will recover damages (or obtain any other legal remedy that **We** have agreed to) or make a successful defence.

8. Arbitration

If there is a disagreement between **You** and **Us** about the handling of a claim and it is not resolved through **Our** internal complaints procedure **You** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

If **Your** dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by **You** and **Us**. If there is a disagreement over the choice of arbitrator, **We** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between **You** and **Us** or may be paid by either **You** or **Us**.

9. Keeping to the **Policy** terms

**You** and any **Insured Person** must:

- a. keep to the terms and conditions of this **Policy**
- b. take reasonable steps to avoid and prevent claims
- c. take reasonable steps to avoid incurring unnecessary costs
- d. send everything **We** ask for in writing, and
- e. report to **Us** full and factual details of any claim as soon as possible and give **Us** any information **We** need.

#### 10. Fraudulent claims

**We** will, at **Our** discretion, void the **Policy** (make it invalid) from the date of claim, or alleged claim, and/or **We** will not pay the claim if:

- a. a claim **You** or the **Insured Person** have made to obtain benefit under this **Policy** is fraudulent or intentionally exaggerated, or
- b. a false declaration or statement is made in support of a claim.

#### 11. Claims under this **Policy** by a third party

Apart from **Us**, **You** are the only person who may enforce all or any part of this **Policy** and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the **Policy** in relation to any third-party rights or interest.

#### 12. Other insurances

If any claim covered under this **Policy** is also covered by another policy, or would have been covered if this **Policy** did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

#### 13. Law that applies

This **Policy** is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **Your Business** is registered. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this **Policy** include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

## Data Protection – applying to Sections 14a & 14b

To comply with data protection regulations we are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how **We** collect and use this information.

A full copy of **Our** privacy notice can be found on our website – [www.das.co.uk/legal/privacy-statement](http://www.das.co.uk/legal/privacy-statement). If **You** require a written copy of **Our** privacy notice please email [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### How we collect your information

**We** will either collect information directly from **You**, from someone else who has authority to make a claim on **Your** behalf, or via our partners when (section 14a) or where **You** normally live (section 14b):

- purchase a DAS product;
- request or obtain a quote;

- use (section 14a) or where **You** normally live (section14b) policy, such as making a claim or use one of (section 14a) or where **You** normally live (section14b) helplines;
- request an update on **Your** claim;
- make a complaint;
- use **Our** websites;
- contact DAS or one of its partners by telephone, by post or email, or when you communicate via online channels

Types of information **We** will typically ask for include basic personal details such as **Your** name, address, e-mail address, telephone number, date of birth or age and marital status. **We** will also need details of **Your** claim, which may include sensitive personal information depending on the nature of **Your** claim. **We** will always be clear why **We** need this information and the purposes for which **We** will use it

### **How we will use your information**

**We** will use your information to:

- manage **Your** policy;
- manage **Your** claim, Including providing updates and in order to make decisions relating to policy coverage;
- provide **You** with the services outlined in **Your** policy;
- handle complaints;
- provide quotes and sell policies.

Where **We** use trusted third parties to provide services under **Your** policy **Your** information will be shared outside of the DAS Group. **We** will also share information with **Your** Insurer or Insurance Intermediary where it is necessary to manage **Your** policy. For more information about how **We** use **Your** information, including how **Your** information is shared outside of the DAS Group please visit **Our** website [www.das.co.uk/legal/privacy-statement](http://www.das.co.uk/legal/privacy-statement) (section 14a) or where **You** normally live (section14b) information may be disclosed when **We** believe in good faith that the disclosure is:

- required by law; or
- to protect the safety of **Our** employees, the public or DAS UK Group property; or
- required to comply with a judicial proceeding court order or legal process; or
- in the event of a merger, asset sale, or other related transaction; or
- for the prevention or detection of crime (including fraud).

### **What is our legal basis for processing your information?**

We will use your information:

- because it is necessary for the performance of our contract with you or to take steps to enter into a contract with you;
- in order to comply with our legal obligations;
- because it is in our legitimate interests;
- for establishing, exercising or defending any legal claims in relation to your policy.

### **What are your rights?**

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held.

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer

DAS Legal Expenses Insurance Company Limited

DAS House

Quay Side

Temple Back

Bristol

BS1 6NH

Or via email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)



[www.victorinsurance.co.uk](http://www.victorinsurance.co.uk)

Victor Insurance is a trading name of Marsh Ltd.  
Registered in England and Wales Number: 1507274,  
Registered Office: 1 Tower Place West, Tower Place, London EC3R  
5BU. Marsh Ltd is authorised and regulated by the Financial Conduct  
Authority for General Insurance Distribution and Credit Broking (Firm  
Reference No. 307511)

V11 01 10 2023