



Multi Cover Agriculture

Summary of Cover

Key covers, features and exceptions

Your policy includes the following key covers, features, benefits and significant exclusions, which are set out in full in your policy documentation. This is a summary of the policy and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you read the policy document carefully when you receive it.

The Underwriters

Your 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
VI002/22925V/CH5342961E	Sections 1-8 & 11-13	Ageas Insurance Limited Registered address Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA Registered in England and Wales No 354568 Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial services register No 202039.	100%
VI016/VICTHSB01082019	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: New London House, 6 London Street, London EC3R 7LP.	100%

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VI016/VICTHSB01082019	Section 9 sub section 9b Engineering inspection	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: New London House, 6 London Street, London EC3R 7LP.	100%
VI006/B0334SC3342019442	Section 10	XL Catlin Insurance Company UK Limited registered in England and Wales: 05328622. XL House, 70 Gracechurch Street, London, EC3V 0XL. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.	100%
VI015/TS5/6932730	Section 14	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. 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).	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.

Our product

The Multi Cover Agriculture policy offers the flexibility to select from a wide range of covers to provide tailored protection for your business.

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Cancellation

You may cancel the insurance by notifying your insurance adviser that cover is no longer required.

Cooling Off Period - you have the right to cancel the policy within 14 days from inception or renewal or from the date you received the documents (whichever is later) and receive a proportionate refund for the unexpired period of the policy provided no claim has been made or no incident that could give to a claim has been notified to us. If you cancel outside of the cooling off period we will refund the premium for the exact number of days left on the policy unless a claim has been made (or an incident notified to us that could give rise to a claim) in which case should the estimated or paid claim cost exceed the premium refunded for the unexpired period on cover, the cost of claims will be deducted from the return payable.

We may cancel the policy by giving you 30 days notice in writing and we will refund a proportionate part of the premium for the unexpired period of the policy.

Where you have agreed to pay your premium by instalments and you fail to pay the initial deposit, cover will be cancelled from inception or the last instalment date as applicable.

Duration of the policy

Our policies are normally for a period of 12 months and may be renewed each year. Renewal will be subject to the terms and conditions that apply at the time of renewal.

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

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

New.loss@hsbeil.com

0330 100 3432

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

Telephone: 01622 828888

You may also email us at: environmental@questgates.co.uk

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

Telephone: 0344 893 0859

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.

Cover available

All cover is subject to the Underwriters acceptance criteria.

Section 1 – Property and livestock

Part A of this section covers damage to commercial buildings, contents and stock.

Features and benefits of part A – Farming property excluding livestock

You can choose the perils that you want to be insured. We offer as standard damage caused by: fire, spontaneous fermentation or heating, lightning, explosion, aircraft, subterranean fire, earthquake, riot, malicious damage and impact. You can also add cover for storm, flood, escape of water and oil, theft, accidental damage and subsidence. The cover available will be determined by the items being insured.

Significant conditions or clauses to part A – Farming property excluding livestock

- Average: if the sum insured does not represent the full value at risk, payment for any loss will be reduced proportionately.
- Hay and straw stacks: each stack must be more than 20 meters from any other stack. The most we will pay for any one stack is £25,000.
- Reinstatement basis of settlement or modern materials, where you have chosen this option
- Inflation protection: the sums insured will be subject to index linking.
- Reinstatement of the sum insured following a loss.

Significant exclusions to part A – Farming property excluding livestock

- Bursting by steam pressure of non-domestic boilers.
- Fire resulting from any heat process other than grain drying.
- Cessation of work or government action.
- Theft due to fraud and/or dishonesty of you or your employees.
- Weather damage to moveable property in the open, fences and gates.
- Exclusions apply to unoccupied properties.

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- Damage to any part of electrical equipment caused by electrical faults.
- Losses resulting from Terrorism.

Part B of this section covers damage to your livestock.

Features and benefits of part B - Livestock

You can choose the perils that you want to be insured. We offer as standard damage caused by: fire, lightning, explosion, aircraft, subterranean fire, earthquake, riot, malicious damage, impact and accidental electrocution.

You can also add cover for fatal injury, fatal injury whilst in transit, livestock worrying and theft and unexplained disappearance.

Significant conditions or clauses to part B – Livestock

- Average: if the sum insured does not represent the full value at risk, payment for any loss will be reduced proportionately.
- Reinstatement of the sum insured following a loss.
- Veterinary evidence to support certain losses.
- Animals must be in sound health at commencement of cover.

Significant exclusions to part B – Livestock

- Transit due to hire or reward
- Slaughter unless on humane grounds
- Castration or other surgical operation
- Suffocation to poultry

You can choose from the following covers:

• Cover A - Anthrax	• Cover F - Foot and mouth
• Cover B - Aujeszky's disease	• Cover G - Maedi-visna
• Cover C - Brucellosis	• Cover H - Swine vesicular disease
• Cover D - Brucellosis movement restriction	• Cover I - Tuberculosis
• Cover E - Enzootic bovine leucosis	• Cover J - Tuberculosis movement restriction

Please note, certain covers are not available in all areas of the country and we reserve the right not to offer cover in these circumstances.

Features and benefits of part C – Livestock disease

Cover A – Anthrax

In the event of death or destruction of any animal(s) at the insured premises following the contraction of Anthrax during the period of insurance we will pay you the market value of such animal or the sum

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insured, whichever is the lower amount.

Cover B – Aujeszky's disease

In the event of the slaughter of pigs by order of the authorities at the insured premises during the period of insurance following the contraction of Aujeszky's disease we will pay you the market value or the sum insured whichever is the lower amount.

Cover C – Brucellosis

In the event of the removal and/or slaughter of cattle by order of the authorities at the insured premises during the period of insurance following a positive reaction to a blood test for Brucellosis. We will pay you the difference between ministry compensation and either 1. The market value plus 25% of the government compensation paid or 2. The sum insured whichever is the lower amount.

Cover D – Brucellosis movement restriction

In the event of the authorities placing a movement restriction on livestock as a result of the existence of brucellosis we will pay you the sum insured consequent upon the number of weeks to which the restriction applies and subject to a 13 week excess.

Cover E – Enzootic bovine leucosis

In the event of the removal and slaughter of cattle by the authorities at the insured premises during the period of insurance as a consequence of a positive blood test for Enzootic Bovine Leucosis we will pay you the difference between the market value or the sum insured whichever is the lower amount.

Cover F – Foot and mouth

In the event of slaughter of livestock by order of the authorities following the contraction of Foot & Mouth disease during the period of insurance we will pay you the sum insured.

Cover G – Maedi-visna

In the event of the slaughter of sheep at the insured premises during the period of insurance as a consequence of the positive reaction to a blood test for Maedi-Visna we will pay you either the market value or the sum insured whichever is the lesser amount.

Cover H – Swine vesicular disease

In the event of the slaughter of any pigs at the premises during the period of insurance by order of the authorities following the contraction of Swine Vesicular Disease we will pay you either 25% of the ministry compensation or the sum insured whichever is the lesser amount.

Cover I – Tuberculosis

In the event of removal and/or slaughter of cattle by the authorities at the insured premises during the period of insurance as a consequence of the failure to pass a tuberculin test we will pay you either 25% of the ministry compensation or the sum insured whichever is the lower amount.

Cover J – Tuberculosis movement restriction

In the event of the authorities placing a movement restriction on livestock as a result of the existence

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of tuberculosis we will pay you the sum insured consequent upon the number of weeks to which the restriction applies and subject to a 13 week excess.

Significant conditions or clauses to part C – Livestock disease

- You must arrange for adequate and proper attention to livestock following an incident
- Provide a veterinary surgeon’s report on the condition of livestock
- Certain diseases are subject to average: if the sum insured does not represent the full value at risk, payment for any loss will be reduced proportionately.

Significant exclusions to part C – Livestock disease

- Tests to livestock arising in connection with shows, sales or export.
- Certain diseases exclude the first 30 or 60 days from inception of cover.
- Slaughter arising from any other cause than the disease insured.

Part D of this section covers mortality and infertility of livestock including Vendor’s guarantee cover.

You can choose from the following covers:

<ul style="list-style-type: none"> • Cover A – Full mortality on bulls (excluding infertility) 	<ul style="list-style-type: none"> • Cover E – Full mortality on rams (excluding infertility)
<ul style="list-style-type: none"> • Cover B – Full mortality and infertility on bulls 	<ul style="list-style-type: none"> • Cover F – Full mortality on working dogs (excluding infertility and parturition)
<ul style="list-style-type: none"> • Cover C – Full mortality on cows (excluding parturition) 	<ul style="list-style-type: none"> • Cover G – Vendor’s guarantee
<ul style="list-style-type: none"> • Cover D – Full mortality on cows (including parturition) 	

Features and benefits of part D – Mortality and infertility

This covers death of the specified animal from accident or injury or disease with the option to also include loss of use where the specified animal becomes permanently infertile, impotent or incapable of service.

Significant conditions or clauses to Part D – Mortality and infertility

- Veterinary evidence to support the cause of death at your expense.
- Average: if the sum insured does not represent the full value at risk, payment for any loss will be reduced proportionately.
- You must arrange for adequate and proper attention to livestock following an incident.

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Significant exclusions to part D – Mortality and infertility

- You must not use livestock for any purpose other than has been declared and agreed with us.
- Straying unless adequate fencing is provided

Part E of this section covers the buildings, contents and personal possessions of your home.

Features and benefits of part E – Home

Cover A – Buildings of the home and Cover B – Contents of the home.

You can choose the perils that you want to be insured. We offer as standard, damage caused by: fire or smoke, lightning, explosion, aircraft or other aerial devices or anything dropped from them, subterranean fire, earthquake, riot, malicious damage, impact, storm, flood, escape of water and oil, theft, subsidence (including heave or landslip). You can also choose if you would like to insure for accidental damage.

Cover C – Personal possessions

This covers accidental loss or damage to your luggage, personal effects, sporting guns, sports equipment, pedal cycles, valuables, personal money and students belongings whilst away from the home. Fraudulent use of credit cards is also included.

Cover D – Legal liabilities

Where the buildings of your home are covered, we include:

- Property owners liability: your legal liability to third parties for incidents about the home based solely upon your liability as owner of the home.

Where the contents of your home are covered, we include:

- Liability to the public: your legal liability to third parties for incidents in or about the home based on your liability as occupier not as owner of the home that result in their death, bodily injury or accidental loss to their property – up to £5,000,000.
- Liability to domestic staff: your legal liability for incidents in or about the home as an employer of domestic staff that result in their death or bodily injury – up to £10,000,000.
- Unrecovered damages: damages that a third party is legally liable to pay you where they are not subject to an appeal and have not been paid to you within six months after the date of the award – up to £1,000,000.
- Tenants liability: your legal liability as a tenant of the home in respect of damage to buildings insured by this section, accidental damage to cables, drain inspection covers or underground drains, pips or tanks providing a service to the home and accidental breakage of fixed glass and sanitary ware – up to 10% of the contents sum insured.

Significant conditions or clauses to part E – Home

- Reinstatement basis of settlement, however, a deduction is made for wear and tear on articles of clothing or household linen
- Reinstatement of sum insured following a claim.

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- Evidence of value is required for jewellery valued in excess of £3,500 or any other valuable is in excess of £5,000.
- Index linking to buildings and contents sums insured.
- Thatched properties: there are conditions that you must comply with.

Significant exclusions to part E – Home

- When your home is unoccupied for more than 60 consecutive days cover for malicious damage, escape of water or oil, theft or attempted theft and accidental damage is excluded.
- Electronic risks exclusion.
- Gradually operating causes.
- Clean up costs in respect of pollution or contamination unless caused by a sudden, identifiable and unexpected incident which takes place in its entirety at a specific time and place.

Section 2 – Selected all risks

Features and benefits

This section covers accidental loss, destruction or damage to the property insured anywhere within the territorial limits.

Significant conditions or clauses

- Automatic reinstatement of sum insured.

Significant exclusions

- Increased excess following theft from any unattended motor vehicle.
- Damage arising from wear and tear or from any process of cleaning, restoring, adjusting or repairing.
- Damage caused by a failure to maintain a sufficient level of nitrogen in flasks.
- Losses resulting from terrorism.

Section 3 – Deterioration of stock

Features and benefits

Losses incurred as a result of deterioration, contamination or putrefaction of refrigerated foods caused by breakdown, escape of refrigerant or electricity supply failure.

Significant conditions or clauses

- Average: if the sum insured does not represent the full value at risk, payment for any loss will be reduced proportionately.
- Where a unit is more than 5 years old 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.

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Significant exclusions

- Failure of the electricity, gas or water supply following: a deliberate act by the supplier, rationing, strike or lock out, drought.
- Intentional acts.
- Goods in a refrigerated vehicle.
- Losses resulting from terrorism.

Section 4 – Business interruption

Features and benefits

Cover for loss of gross profit, gross revenue or gross rentals with the option to include increase cost of working following damage to your business property at the premises.

Significant conditions or clauses

- Reinstatement of sum insured following a loss..
- Hay and straw stacks: each stack must be more than 20 meters from any other stack. The most we will pay for any one stack is £25,000.

Significant exclusions

- The exclusions that apply to the insured perils in section 1 part A – Farming property excluding livestock also apply to this section.

Section 5 – Money and assault

Part 1 covers loss of your business money

Features and benefits of Part 1 - Money

Cover for money whilst on the premises and in transit and also for personal assault caused by theft or attempted theft.

Significant conditions or clauses to Part 1 – Money

- Money in transit in excess of £2,500 must be accompanied by the following number of persons, who are able bodied persons authorised by you:
 - over £2,500 up to £5,000 at least two persons
 - over £5,000 up to £10,000 at least three persons
 - over £10,000 as agreed by us and stated in the schedule.

Significant exclusions to Part 1 - Money

- Shortages due to clerical or accounting errors.
- Loss due to dishonesty of any director, principal or employee not discovered within 14 working days.
- Loss from any unattended vehicle.

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Part 2 covers injury sustained during theft or attempted theft of money.

Features and benefits of Part 2 - Assault

- Benefits are payable for injury sustained during a robbery or attempted robbery and hold-up or attempted hold-up resulting in death, loss of limbs or eyes, permanent total disablement, temporary total disablement and incurred medical expenses.

Significant conditions or clauses to Part 2 - Assault

- You and your partners, directors and employees must be aged not less than 16 years or no more than 70 years for cover to apply.
- Benefit limitations apply, see the table of benefits to this part in the policy wording.

Section 6 – Uncollected milk

Features and benefits

Loss of milk from causes beyond your control resulting from the Dairy or its authorised agent being unable to collect milk from your premises which would otherwise have been collected under your contract of sale of milk to the Dairy.

We will also provide cover for contamination of your milk by antibiotics up to £5,000 any one period of insurance.

Significant exclusions

- Loss due to an outbreak of any notifiable disease at your premises or elsewhere
- Loss due to damage or failure of machinery or plant at your premises.
- Any loss arising within 7 days of the inception of this cover.

Section 7 – Employers liability

Features and benefits

- A standard limit of indemnity of £10,000,000 including costs and expenses.
- Legal expenses arising from Health and Safety legislation.
- Legal expenses arising from Corporate Manslaughter legislation.
- Any person under a work experience or training scheme.
- Cover in:
 - Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
 - Elsewhere in the world in respect of temporary business journeys which do not involve manual labour (or the supervision thereof) by any person normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Cover is also automatically provided for:

- Your obligations under the provisions of the Agricultural Wages Act 1948 to pay sick pay.

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Significant exclusions

- Indemnity in respect of liability for which compulsory motor insurance is required.
- Cover for acts of terrorism is limited to £5,000,000.

Section 8 – Public and product liability

Features and benefits

Part 1 of this section covers Public liability. This is your legal liability for third party property damage, third party injury, obstruction, trespass, nuisance or wrongful arrest.

Cover also includes:

- Legal costs and expenses and costs awarded against you in relation to Health and Safety at Work etc. Act 1974 or similar legislation.
- Your legal liability for the permanent siting of up to 10 caravans or the temporary siting of caravans for up to 28 days.
- Movement of obstructing vehicles.
- Data Protection Act.
- Defective Premises Act.
- Contingent motor liability
- Member to member liability.
- Corporate Manslaughter costs and expenses.
- Pollution and contamination statutory enforcement costs: sudden and identifiable, unintended and unexpected – up to £2,000,000

Part 2 of this section covers Product liability. This is your legal liability for third party property damage and third party injury caused by any products supplied.

Cover also includes:

- Corporate Manslaughter costs and expenses.
- Pollution and contamination statutory enforcement costs: sudden and identifiable, unintended and unexpected – up to £2,000,000.

Significant conditions or clauses

- Precautions for the use of heat away from your premises.
- Limit of indemnity is costs inclusive in the USA and Canada.

Significant exclusions

- Cover for acts of Terrorism is limited to £2,000,000.
- Pollution or contamination other than caused by a sudden and identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.

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- Liability arising from advice, instruction, consultancy, design, formula or specification provided separately for a fee or under a separate contract.
- Supply, use or production of genetically modified crops, including contamination or changes to the environment.
- Asbestos: unless accidental discovery of materials known or suspected to be asbestos or contain asbestos fibre, including the investigation of such suspect materials, subject to additional conditions contained in the policy.

Sub-Section 9a – Engineering breakdown

Features and benefits

Covers you for impact damage to your surrounding property caused by fragmentation of any machinery and plant including damage to either specified items or to all machinery and plant caused by explosion, collapse or breakdown or sudden and unforeseen damage i.e. explosion, collapse or breakdown plus other accidental damage.

Significant conditions or clauses

- Machinery shall be maintained in good working order.
- Machinery shall be operated and maintained in accordance with manufacturers recommendations.

Significant exclusions

- Testing or intentional overloading.
- Hydraulic testing.
- Burning or distortion by heat.
- Gradually developing defects, flaws, deformation, distortion, cracks or partial failures.
- Loss of use or direct or indirect loss.

Sub-Section 9b – Engineering inspection

Features and benefits

Statutory or non-statutory inspection of specified items of machinery and plant.

Significant conditions or clauses

- Client Responsibilities
- Fees

Section 10 – Environmental liability

Features and benefits

Environmental loss, cleanup costs and emergency costs that you are legally liable to pay resulting

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from:

- Pollution condition
 - in, on, at, under or migrating from the covered location
 - arising out of any agricultural contracting
 - arising during transportation
- Natural resource damage
 - in, on, at or under a covered location or caused beyond the boundary of the covered location arising in connection with agriculture carried out by you at the covered location
 - arising out of any agricultural contracting
 - arising during transportation
- Pollution response costs connected with any cleanup costs or emergency costs
- Legal expense connected with any such cleanup costs or emergency costs

Significant exclusions

- Excluded activities
 - Intensive farming 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,
 - the collection, storage, transportation or spreading of human waste,
 - crop spraying undertaken by any person not holding the appropriate certification,
 - Non-recreational fish farming,
 - landfills,
 - waste storage facilities (including anaerobic digestion plants), and
 - waste water treatment.
- Pollution Condition or Natural Resource Damage arising out of a deliberate act or omission, wilful misconduct or gross negligence on your part
- Fines/Penalties
- Genetically modified organisms
- Prior pollution conditions or natural resource damage (prior to the retroactive date)
- Above ground storage tanks, where not in compliance with applicable legislation, constructed prior to 1991, or which contain fuels or hazardous chemicals not within secondary containment, and/or more than 15,000 litres in capacity
- Underground storage tanks
- Slurry lagoons not designed, constructed, maintained and used in full compliance with applicable legislation
- Unregistered composting
- Material changes in use
- Any sheep dipping which has used or is using Synthetic Pyrethroids, Cypermethrin and/or Organophosphates
- 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:

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- 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.

Section 11 – Personal accident and sickness

Features and benefits

Compensation for accidental bodily injury to any insured person. You can also elect to include sickness.

- Death.
- Loss of one or more limbs.
- Total and permanent loss of sight in one or both eyes and/or total and permanent loss of hearing in one or both ears.
- Temporary total disablement which prevents the insured person from pursuing their normal occupation.
- Temporary partial disablement which prevents the insured person from pursuing a substantial part of their normal occupation.

Significant exclusions

- Pre-existing defect or chronic or recurring disease or disorder.
- Suicide or attempted suicide.
- The insured persons own criminal act.
- Various hazardous activities.
- The effects of alcohol or drugs.
- Deliberate exposure to danger (except in an attempt to save human life).

Section 12 – Goods in transit

Features and benefits

Damage to property insured whilst in transit in or on any vehicle including loading and unloading.

Significant exclusions

- Business interruption.

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- Damage to livestock.

Section 13 – Terrorism

Features and benefits

Covers damage to material property and business interruption caused by acts of terrorism.

Significant exclusions

- Riot, civil commotion, war, invasion, foreign hostilities, civil war, revolution, insurrection.
- Treasury failure to certify any loss caused by an act of terrorism.
- Cover limited to England, Wales and Scotland.

Section 14 – Legal Expenses

Cover A – Commercial Legal Expenses

The policy will pay legal costs up to £250,000 (Public Rights of Way claims are limited to up to £100,000) including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses and accountants' fees. It will also pay the costs of appealing or defending an appeal.

The payment of employment compensation awards shall not exceed £1,000,000 in any one period of insurance.

Features and benefits

Employment disputes

- Defending your legal rights before the issue of proceedings in a court or tribunal following dismissal of an employee, or where an employee or ex-employee has contacted ACAS to commence the Early Conciliation procedure.
- Defending your legal rights in respect of any dispute with an employee or ex-employee relating to their contract of employment.
- Defending your legal rights in respect of any dispute with an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

Waiting periods may apply to claims that arise from employment disputes.

Compensation awards

In respect of a claim we have accepted under Employment disputes cover, we will pay any basic and compensatory award and/or compensation awards arising from an alleged breach of an employee, prospective employee or ex-employee's statutory rights under employment legislation; provided that throughout the employment dispute, you have either followed the ACAS Code of Disciplinary and Grievance Procedures in Employment, the equivalent codes of practice issued by the Labour

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Relations Agency in Northern Ireland, or sought and followed advice from the DAS legal advice service.

Employee civil legal defence

Defends the insured person's legal rights if an event arising from their work as an employee leads to civil action being taken against them:

- (i) under legislation for unlawful discrimination; or
- (ii) as trustee of a pension fund set up for the benefit of your employees.

Service Occupancy

Negotiating for your legal rights against an employee or ex-employee to recover possession of premises which are owned by you or for which you are responsible.

Legal defence

- Defending your legal rights or your employees' legal rights prior to legal proceedings when dealing with the police or the relevant Health and Safety authority where it is alleged that you or your employees have or may have committed a criminal offence in connection with your business activities.
- Defending non-motor criminal prosecutions arising from your business activities.
- Defending civil actions taken against you or your employees for compensation under data protection legislation, including payment of any compensation award to an individual which is payable by you or your employees.
- Appealing against the imposition or terms of any Statutory Notice issued under UK legislation affecting your business.
- Defending a civil action taken against you for wrongful arrest in respect of an accusation of theft.
- The attendance expenses of your employees for jury service.

Statutory licence appeal

Appealing to the relevant statutory or regulatory authority, court or tribunal, following a decision by a licensing or regulatory authority to suspend, alter, refuse to renew or cancel your licence, mandatory registration or British Standard Certificate of Registration.

Contract disputes cover

Negotiating for your legal rights in a contractual dispute arising from an agreement or alleged agreement entered into by you or on your behalf, for the purchase or hire or sale or provision of goods or services, providing the amount in dispute exceeds £500 (including VAT).

Property protection

Pursuing your legal rights in a civil action following an event causing physical damage to material property which you own or are responsible for, or any nuisance or trespass.

Personal injury

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At your request, pursuing your employees' and their family members' legal rights following their death or bodily injury.

Public rights of way

Defending a definitive map modification order made by a surveying authority under s.53 (9) Wildlife and Countryside Act, or the 2005 (Land reform Scotland Act 2003).

Tax enquiries

Negotiating on your behalf and representing you in any appeal proceedings following a written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check.

Employer compliance disputes

Negotiating on your behalf and representing you in any appeal proceedings in a dispute concerning your compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

VAT disputes

Negotiating on your behalf and representing you in any appeal proceedings arising out of a dispute with HM Revenue & Customs.

Helpline Services

The following helpline services are available 24 hours a day, 365 days a year during the period of insurance.

Legal advice service

We will provide you with a confidential legal advice service over the phone on any commercial legal problem affecting your business subject to the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Tax advice service

We will provide you with confidential advice over the phone on any tax matters affecting your business under the laws of the United Kingdom.

Counselling service

We will provide all employees (and members of their immediate family who always live with them) with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment) including, where appropriate, onward transmission to relevant voluntary and/or professional services.

Employment manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit our website at www.das.co.uk

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DASBusinesslaw

DASbusinesslaw can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by you using our smart document builders. The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation.

Cover B – Personal Legal Expenses

The policy will pay legal costs up to £100,000 including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses and accountants' fees. It will also pay the costs of appealing or defending an appeal.

Features and benefits

Employment disputes

Pursuing and defending legal rights in a dispute arising from a contract of employment. Please note that waiting periods may apply to claims that arise from employment disputes.

Contract disputes

Pursuing and defending a claim for the sale or purchase of personal goods or the purchase of services providing the amount in dispute exceeds £125 (including VAT).

Legal defence

Defending criminal prosecutions and civil actions for unlawful discrimination or breaches of the Data Protection legislation arising from your work as an employee.

Personal Injury

Pursuing claims for accidental death or bodily injury.

Clinical Negligence

Pursuing claims where a single negligent medical act or procedure causes death or bodily injury.

Tax protection

Representing your rights throughout a comprehensive investigation by HM Revenue & Customs of your self-assessment tax return.

Identity theft

- Identity theft support service through the identity theft helpline.
- Assigning you a personal caseworker who will give you telephone advice and a personal action plan to help regain your identity.

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- Paying various communication and administrative costs necessary to reinstate your identity.
- Paying the costs of a lawyer to represent you if legal action is necessary to reinstate your identity or defend any case brought against you by traders,
- Covering costs of signing statutory declarations and any loan rejections or re-application fees.

Jury service

Paying your salary or wages while you attend a court or tribunal as requested by your appointed representative, perform jury service or are carrying out activities set out in your action plan under identity theft cover.

Shotgun licence cover

Covering an appeal following a decision by the relevant statutory or regulatory body to:

- to refuse to grant you a shotgun or firearm certificate
- refuse to renew your shotgun or firearm certificate
- revoke or refuse to vary your firearm certificate.
- partially revoke your firearm certificate.

Helpline Services

The following helpline services are available 24 hours a day, 365 days a year during the period of insurance.

Legal advice service

We will provide you with a confidential legal advice service over the phone on any personal legal problem under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Tax advice service

We will provide you with confidential advice over the phone on personal tax matters under the laws of the United Kingdom.

Counselling service

We will provide you (and members of your immediate family who always live with you) with a confidential counselling service over the phone if you are aged 18 or over (or aged between 16 and 18 and in full-time employment) including, where appropriate, onward transmission to relevant voluntary and/or professional services.

Identity theft service

We will provide you with detailed guidance and advice over the phone about being or becoming a victim of Identity Theft as long as you are a resident in the UK or the Channel Islands.

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Important information

Your quotation and Schedule may refer to and contain endorsements which enhance or limit the standard policy terms, conditions, limits and exclusions. It is important that you read these in conjunction with the Policy.

From time to time You may need to review the cover provided and update this, please contact Your insurance adviser.

Making a complaint

If you are unhappy with any aspect of the handling of your insurance 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 the Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU. 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 your 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

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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

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, 10 or 14 please contact the Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU
- c) Should You wish to make a complaint under Sections 1-8 and 11-13, the following process should be followed:

You can write to Ageas Insurance Limited at the address shown below or email them through their website at www.ageas.co.uk/make-a-complaint (please include Your policy number and claim number if appropriate).

Customer Services Adviser, Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

In the unlikely event that You have not received a response within eight weeks, or You are not happy with Our final response, You may be entitled to refer Your complaint to the Financial Ombudsman Service but You must do so within six months of the date of the final decision.

The Ombudsman is an impartial complaints service which is free for customers to use and taking Your complaint to the Ombudsman does not affect Your right to take Your dispute to the courts. You can find out more about how to complain to the Ombudsman online at www.financial-ombudsman.org.uk.

Alternatively, You can contact them at Financial Ombudsman Service, Exchange Tower, London E14 9SR.

By phone: 0800 023 4567 or 0300 123 9123

By email: complaint.info@financial-ombudsman.org.uk

Please note that if You do not refer Your complaint within the six months, the Ombudsman won't have Our permission to consider Your complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

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Financial Services Compensation Scheme

Should we be unable to meet our liabilities you may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of your business and the circumstances on the claim.

Further information is available from the Financial Services Compensation Scheme.

Their telephone number is **0800 078 1100** or **0207 741 4100**. Alternatively, more information can be found at www.fscs.org.uk

Applicable law

The parties to an insurance contract are free to choose the law that will apply. Unless we agree in writing with you otherwise, this insurance shall be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where you have your principal place of business. If there is any dispute, the law of England and Wales shall apply, unless you live in Jersey where the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction.

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