

bibu

farm and estate policy



your policy wording

BIBU Farm and Estate Policy

Introducing BIBU

BIBU has been providing bespoke insurance solutions for rural businesses for over 25 years and has developed considerable expertise in the underwriting of farms and estates.

BIBU understands the specific demands and needs of the farm and estate owner and prides itself in providing a prompt and efficient service to all its customers.

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Your Policy Introduction

This Policy is underwritten by the following Insurers

Sections 1 to 9 inclusive and 11 to 13 inclusive – AXA Insurance UK plc
Section 10 – DAS Legal Expenses Insurance Company Ltd
Section 14 – XL Insurance Company SE

Your Policy is a contract between **Us**, the insurers, and **You**, the Policyholder.

In return for **You** having paid or agreed to pay the premium, **We** will indemnify **You** by payment or, at **Our** option, by reinstatement or repair, in respect of loss, destruction, damage, accident or injury occurring or other insured contingencies arising during the **Period of Insurance**, subject to the terms conditions and exceptions contained in the Policy.

Important

This Policy is a legal contract between **You** and **Us** and designed to be as easy to understand as possible. **You** must make a fair presentation of the risk to **Us** at inception, renewal and variation of the Policy.

Your Statement of Fact, the Schedule, **Your** Policy and any Endorsements shall be considered as one legal document. It is important that **You** read all **Your** documents carefully and let **Your** insurance broker or adviser know immediately if the insurance does not meet **Your** requirements or if any information is inaccurate or incomplete. If any changes are required, this may result in changes to the terms and conditions of the Policy, or a refusal to provide cover.

We are keen to work in partnership with **You** and avoid any misunderstandings.

Your Obligations under the Policy

The Policy imposes certain obligations upon **You** which if not complied with may invalidate this insurance or a claim.

Some of these obligations are expressed to be Policy Condition or Conditions Precedent. These are extremely important. If **You** are in breach of any of these obligations at the time of a loss, **We** will have no obligation to indemnify **You** in relation to any claim for that loss. However if a Policy Condition or Conditions Precedent is intended to reduce the risk of a loss of a particular kind, at a particular location or at a particular time, **We** will not rely on the breach of that Policy Condition or Conditions Precedent to exclude, limit or discharge **Our** liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Steps to be taken if You cannot comply

If **You** are unable to comply with any Policy Condition or Conditions Precedent **You** should contact **Us** as soon as reasonably possible through **Your** insurance adviser. **We** will decide whether **We** might be prepared to agree a variation in the Policy. ALL POLICY CONDITIONS OR CONDITIONS PRECEDENT REMAIN EFFECTIVE UNLESS **YOU** RECEIVE WRITTEN CONFIRMATION OF A VARIATION FROM **US** THROUGH **YOUR** INSURANCE BROKER OR ADVISER.

You should keep a written record (including copies of letters) of any information **You** give **Us**, or **Your** insurance adviser, at inception, renewal or making variation to this Policy.

The Law Applicable to This Policy

You and **we** can choose the law which applies to this policy. **We** propose that the Law of England and Wales apply. Unless **we** and **you** agree otherwise, the Law of England and Wales will apply to this **policy**.

Policy Definitions Applicable To Sections 1–9 & 11–14 Inclusive

The following words will have the same meanings wherever they appear in Sections 1–9 & 11–14 of the Policy or Schedule. Each Section may contain additional definitions which apply throughout that Section.

Asbestos

Crocidolite, amosite, chrysolite, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals and/or any material containing Asbestos or Asbestos Dust (being fibres or particles of Asbestos)

BIBU

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Business

The business stated in the Schedule 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** within such territories
- 4) Neighbourly contracting in respect of farming activities (excluding crop spraying) for which **You** do not receive a fee or any other payment

Computer Systems

Computer or other equipment or component or system or item which processes stores transmits or receives **Data**

Condition Precedent

Any term expressed Condition Precedent is extremely important. If **You** are in breach of any of these obligations at the time of a loss, **We** will have no obligation to indemnify **You** in relation to any claim for that loss. However if a Condition Precedent is intended to reduce the risk of a loss of a particular kind, at a particular location or at a particular time, **We** will not rely on the breach of that Condition Precedent to exclude, limit or discharge **Our** liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

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

Defined Peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal

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**

Excess

The first amount of each and every claim payable by **You** after the application of average as shown in **Your** Policy and /or schedule

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 person engaged in connection with a work experience or training scheme
- 4) any labour master or person supplied by him
- 5) any person engaged by labour only sub-contractors
- 6) any self-employed person working on a labour only basis under the control or supervision of **You**
- 7) any voluntary helper
while working for **You** in connection with the **Business**

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Hacking

Unauthorised access to any **Computer Systems**, whether **You** property or not

Money

Cash bank and currency notes, cheques, postal orders, money orders, crossed bankers drafts, current postage stamps, savings stamps and certificates, national insurance stamps, trading stamps, gift tokens, customer redemption vouchers, credit card company sales vouchers, credit card counterfoils, travellers cheques, travel tickets, VAT purchase receipts, contents of franking machines and in so far as they are not otherwise insured holiday-with-pay stamps, premium savings bonds and luncheon vouchers

Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform

Period of Insurance

As specified in the Schedule

Phishing

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

Premises (*Sections 1 to 9 inclusive and 11 to 13 inclusive*)

Any location within the **Territorial Limits** owned used or occupied by **You** for the purposes of the **Business**

Principal

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

Statement of Fact

The Statement of Fact and any other information given to **Us** by **You** or on **Your** behalf

Territorial Limits (not applicable to Sections 4, 5 & 9 of this Policy)

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

Terrorism (not applicable to Sections 10, 12 & 14)

In 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

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

Anywhere in the World that is not England, Scotland, Wales, Northern Ireland, the Channel Islands or 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 any government de jure or de facto

You/Your(s)

The person(s) or company named in the Schedule

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

We/Our/Us

AXA Insurance UK plc (*Sections 1 to 9 inclusive and 11 to 13 inclusive*)

XL Insurance Company SE (*Section 14*)

Policy Conditions

Applicable to all sections of your policy unless otherwise stated

1. Arbitration (not applicable to Section 1 or Section 14 of this Policy)

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

2. Alteration of Risk

You must tell **Us** as soon as possible during the **Period of Insurance** of any change

- 1) to the **Business**
- 2) in the person firm company or organisation shown in **Your** Schedule as the Insured
- 3) to the information **You** provided to **Us** previously or any new information that increases the risk of loss as insured under any Section of **Your** Policy

Should **You** be in any doubt as to whether information should be presented to **Us**, **You** must discuss it with **Your** insurance broker or adviser or disclose it to **Us**

Upon being notified of any such alteration, **We** may, at **Our** absolute discretion

- 1) continue to provide cover under the appropriate Section on the same terms
- 2) restrict the cover provided by the Section
- 3) impose additional terms
- 4) alter the premium
- 5) cancel the Section and/or the Policy

If **You** fail to notify **Us** of any such alteration, **We** may, at **Our** absolute discretion

- 1) treat the appropriate Section and the Policy as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if **We** would have cancelled the Section and the Policy had **We** known of the increase in risk
- 2) treat the Section and the Policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **We** would have applied had **We** known of the increase in risk
- 3) reduce proportionately the amount paid or payable on any claim, the proportion for which **We** are liable being calculated by comparing the premium actually charged as a percentage of the premium which **We** would have charged had **We** known of the increase in risk

3. Cancellation

- 1) **You** may cancel **Your** Policy
 - a) within 14 days of receiving **Your** Policy documents for the first **Period of Insurance** if for any reason **You** are dissatisfied or the Policy does not meet **Your** requirements
 - b) if at any time **You** sell the **Business** or sell all of the property insured shown in the schedule, or **You** cease trading

If **You** cancel the Policy **We** will return part of the premium proportionate to the unexpired **Period of Insurance** provided that no claims have been paid or are outstanding during the current **Period of Insurance**

- 2) other than when Policy Condition 10. Fraud applies, **We** may cancel **Your** Policy
 - a) by sending **You** 30 days written notice to **Your** last known address
We will return part of the premium paid proportionate to the unexpired **Period of Insurance** provided that
 - i) no claims have been paid or are outstanding or incidents reported that could give rise to a claim during the current **Period of Insurance**
 - ii) **We** have not identified a breach of any Policy Condition
 - b) immediately if the premium has not been paid or there has been a default under an instalment or linked credit agreement

If this Policy or the Employers Liability Section is cancelled any certificates of Employers' Liability Insurance are cancelled from the same date. Any copies should not be displayed at **Your Premises**

4. Contracts (Rights of Third Parties) Act 1999

A person 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. This does not affect any right or remedy of a third party which exists or is available apart from that Act

5. Contribution

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

6. Designation Clause

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

7. Exercising Your Rights on Your Behalf

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**

8. Exercising Your Rights on Your Behalf Waiver Clause (not applicable to Sections 4, 5, 10 12 & 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 exercising **Your** rights on **Your** behalf 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 loss, destruction or 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 loss, destruction or damage

9. Fair Presentation of the Risk

We are keen to work in partnership with **You** and avoid any misunderstandings:

- 1) **You** must make a fair presentation of the risk to **Us** at inception, renewal and variation of the Policy. Should **You** be in any doubt as to whether information should be presented to **Us**, **You** must
 - a) discuss it with **Your** insurance broker or adviser, or
 - b) disclose it to **Us**
- 2) **We** may, at **Our** absolute discretion, avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is
 - a) deliberate or reckless; or
 - b) of such other nature that, if **You** had made a fair presentation, **We** would not have issued the Policy**We** will return the premium paid by **You** unless the failure to make a fair presentation is deliberate or reckless.
- 3) if **We** would have issued the Policy on different terms had **You** made a fair presentation, **We** will not avoid the Policy (except where the failure is deliberate or reckless) but **We** may instead, at **Our** absolute discretion
 - a) reduce proportionately the amount paid or payable on any claim, the proportion for which **We** are liable being calculated by comparing the premium actually charged as a percentage of the premium which **We** would have charged had **You** made a fair presentation; and/or

- b) treat the Policy as if it had included such additional terms (other than those requiring payment of premium) as **We** would have imposed had **You** made a fair presentation

For the purposes of this condition references to

- 1) avoiding a Policy means treating the Policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the Policy), the renewal date (where the failure occurs at renewal of the Policy), or the variation date (where the failure occurs when the Policy is varied)
- 2) refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires
- 3) issuing a Policy should be treated as the references to issuing the Policy at inception, renewing or alteration of the Policy as the context requires
- 4) premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance)

10. Fraud

If **You** or anyone acting on **Your** behalf

- 1) makes any false or fraudulent claim
- 2) makes any exaggerated claim
- 3) supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine)
- 4) makes a claim for loss or damage which **You** or anyone acting on **Your** behalf deliberately caused

We will

- 1) refuse to pay the whole of the claim; and
- 2) recover from **You** any sums that **We** have already paid in respect of the claim

We will also notify **You** if **We** will be treating the Policy as having terminated with effect from the date of the earliest of any acts set out in 1) – 4) above. In that event, **You** will

- 1) have no cover under the Policy from the date of the termination; and
- 2) not be entitled to any refund of premium

We may also inform the police of the circumstances

11. Instalments Clause

If the premium on this Policy is payable by **BIBU** instalment plan and **You** do not pay each instalment on the due date all cover under the Policy is cancelled automatically from the date such instalment was due or where statute requires the giving of prior notice the day following the expiry of such notice provided that the premium on this Policy is payable by **BIBU** instalment plan and the default occurs during the current **Period of Insurance**

12. Notice of Claims

It is a **Condition Precedent** to **Our** liability to make any payment under **Your** Policy that on the happening of any event which may give rise to a claim **You** or any person acting on **Your** behalf must

- 1) **General – Applicable to all Sections with the exception of claims under Section 10:**
 - a) notify **BIBU** without undue delay
 - b) take all practicable steps to recover property lost and otherwise minimise the claim
 - c) inform the Police immediately if the loss or damage has been caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances
 - d) give all information and assistance **We** may require
 - e) not make or allow to be made on **Your** behalf any admission offer promise payment of indemnity without **Our** written consent
- 2) **Applicable to Sections 1, 2, 6, 7, 9, 11, 12, & 13**

within 30 days or such further time as **We** may allow in writing deliver to **Us** a written claim providing at **Your** own expense all details, proofs and information regarding the cause and amount of loss, destruction or damage as **We** may reasonably require together with details of any other insurances on any property insured by this Policy and (if demanded) a statutory declaration of the truth of the claim and or any related matters

3) **Applicable to Section 3**

within 30 days after the expiry of the **Indemnity Period** or within such further time as **We** may in writing allow at **Your** own expense deliver to **Us** a statement setting out particulars of the claim together with details of all other insurance covering any part of the damage or resulting loss of **Gross Revenue** or **Gross Profit**. **You** shall at **Your** own expense also provide **Us** with such books of account and other **Business** books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by **Us** for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claims and any related matter

4) **Applicable to Sections 4 & 5**

- a) without undue delay forward to **Us** every letter, claim, writ and summons upon receipt without acknowledgement
- b) without undue delay advise **Us** in writing when they have knowledge of any pending prosecution inquest Fatal Accident or Ministry Inquiry
- c) NOT make any admission offer promise of payment or indemnity without **Our** written consent
- d) allow **Us** 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
- e) allow **Us** full discretion in the conduct of any proceedings and in the settlement of any claim
- f) give **Us** all information and assistance **We** may require

5) **Applicable to Section 8**

- a) every notice or communication required by this Section to be given to **Us** shall be submitted to **Us**, without undue delay but in any case within three months of the event giving rise to the **Injury** or of the commencement of the **Sickness or Disease**
- b) all certificates, information and evidence required by **Us** shall be provided 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 **Injury Sickness or Disease**

We shall in case of death of the **Insured Person** be entitled to have a post mortem examination at **Our** own expense. No assignee of the Section shall be entitled to any benefit under this Section except in the case of a claim for death arising under the appropriate item on **Your** Schedule

6) **Applicable to Section 10**

Please refer to page 71 of this Policy booklet

7) **Applicable to Section 14**

Please refer to pages 107 and 112 of this Policy booklet

13. 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. Should **You** fail to supply such particulars, **We** shall be entitled to charge a reasonable additional premium in respect of that **Period of Insurance**

14. 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

15. Reasonable Precautions

It is a **Condition Precedent** to **Our** liability to make any payment under this Policy that **You** must

- 1) take all reasonable precautions to prevent or minimise loss, destruction or damage, accident or injury
- 2) maintain **Your Premises**, machinery, equipment and furnishings in a good state of repair
- 3) make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require as soon as reasonably practicable
- 4) exercise care in the selection and supervision of **Employees**
- 5) comply with all relevant statutory requirements, manufacturer's recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons

16. Reinstatement

If any property is to be reinstated or replaced by **Us**, **You** shall at **Your** own expense provide all such plans, documents, books and information as may reasonably be required. **We** shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than its sum insured

17. Reinstatement of Sum Insured after Loss Clause (not applicable to Section 4, 5, 8 10 & 14 of this Policy)

In the event of loss, destruction or 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** and **You** undertake to pay such necessary premiums as may be required for such reinstatement from that date

18. Subjectivity Condition

If this Policy has been issued or renewed subject to the following requirements

- 1) a) **You** providing **Us** with any additional information requested
- b) **You** completing any actions agreed between **You** and **Us**
- c) **You** allowing **Us** to complete any actions agreed between **You** and **Us**

by the required date(s)

- 2) **You** allowing **Us** access to the **Premises**, **Your** contract sites, and, or the **Business**, to carry out survey(s), within 60 days of the inception or renewal date, unless **We** agree otherwise in writing
- 3) **You** complying with all survey risk improvements to make alterations to the **Premises** or contract sites by the required date(s)

and **You** do not complete these requirements by the required date(s), then **We** may at **Our** absolute discretion:

- a) modify the premium
- b) issue a mid-term amendment to the Policy, or Section terms, Conditions and Exceptions
- c) exercise **Our** right to cancel the Policy
- d) leave the Policy or Section terms, Conditions and Exceptions, and the premium, unaltered

We will contact **You** with **Our** decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by **You** and, or any decision by **Us** will take effect. If the premium terms or conditions are amended by **Us** then **You** will have fourteen (14) days to accept or reject the revised basis of indemnity

If **You** elect to reject the revised basis of premium, terms and conditions then **You** shall be entitled to a proportionate refund of premium for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

If **We** exercise **Our** right to cancel the Policy then **You** shall be entitled to a proportionate refund of premium for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

To the extent that this Condition conflicts with any other cancellation condition then this Condition shall prevail

Except in so far as they are expressly varied by this Condition all of the terms, conditions, exclusions and limits of this Policy and of the Sections of the Policy shall continue to apply until **We** advise **You** otherwise

19. Sanctions Condition

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, any AXA group member company or XL Insurance Company SE, 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

General Exclusions

Not applicable to section 10

Not applicable to section 14 other than 3a, 3b and 5

Applicable to all other sections of your policy unless otherwise stated

1. Diminution of Value

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

2. Electronic risks exclusion (not applicable to Section 13 of this Policy)

We will not cover **you** 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**.

We will cover subsequent **consequential loss** or **damage** which is covered by this section, which itself results from a **defined peril** covered by this section, except for loss destruction or damage caused by malicious persons other than thieves.

3a. Nuclear Risks (not applicable to Sections 4 or 12 of this Policy)

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

3b War Risks (not applicable to Sections 4 or 12 of this Policy)

We will not cover 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

4. 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

5. Terrorism and Northern Ireland Exclusion

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
- 3) Anywhere in the World that is not England, Scotland, Wales, Northern Ireland, the Channel Islands or 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

In respect of private house(s) and their contents insured in the name of an individual and personal accident & sickness insured under Section 8 **Terrorism** is only excluded in respect of loss destruction or damage directly or indirectly caused by or contributed to by or in connection with or arising from biological or chemical pollution or contamination. 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 this Section it will be **Your** responsibility to prove that they are covered.

6. Genetically Modified Crops

We will not cover **You** for loss, damage or destruction arising out of or relating to

- 1) any research into, testing of, production or supply of any genetically modified crop or genetically modified organism, where liability may be attributed to the genetic characteristics of such crop or organism
- 2) any damage arising from presence of such crops or organism on the **Premises**

SECTION 1 – Private House Buildings Contents And Personal All Risks

Only applicable if this section is shown as operative in the schedule

Definitions Applicable To Section 1

Wherever the following words and phrases appear in this Section they will always have these meanings

Average

Where the sum insured is 75% or less than the full reinstatement value at the time of the **Damage**, the amount of the claim will be proportionately reduced

Building(s)

The structure of the **Home** 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 integral solar panels

Caravans

Static caravans, touring caravans and mobile homes used solely for private purposes

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

Credit Cards

Bank charge, cheque, credit, debit and cash cards

Damage

Physical loss, destruction of or damage to tangible property by an insured peril or under Part C if not otherwise excluded under this Policy

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

Office Equipment

Computer equipment including keyboards, printers, monitors, modems, facsimile machines, photocopiers, telephone equipment (excluding mobile phones), answering machines and any other office equipment or furniture used in connection with the **Business**

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**

Sum Insured

The amount of cover which represents

In respect of Part A (Buildings)

- 1) the full rebuilding costs of the building
- 2) the cost of removing debris
- 3) any demolition costs
- 4) any Architects and surveyors fees
- 5) Any local authority requirements, fees and associated costs

In respect of **Caravans**

- 1) the market value of the property insured

In respect of Parts B (Contents) & C (Personal Possessions)

- 1) 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, precious stones or articles comprising of jewellery, watches, furs, photographic equipment, curios and works of art, stamp, coin or medal collections and antiques other than antique furniture

Perils Insured Applicable To Section 1

“Standard” cover in the schedule means that you are covered for perils 1, 2, 3, 4, 5, 7, 8, 9, 10 & 11

“Super” cover in the schedule means that you are covered for perils 1, 2, 3, 4, 5, 7, 8, 9, 10, 11 & 12

Only applicable if shown as operative on your schedule

Loss, destruction or damage to the Property Insured caused by

1. Fire, smoke, explosion, lightning, subterranean fire, earthquake or impact by aircraft or other aerial devices or anything dropped from them but not the **Excess** amount stated on **Your** Schedule
2. Riot, civil commotion, labour and political disturbances and strikes but not the **Excess** amount stated on **Your** Schedule
3. Malicious damage but not
 - a) loss, destruction or damage by a person lawfully in the **Home**
 - b) loss, destruction or damage occurring when the **Home** is **Unoccupied**
 - c) the **Excess** amount stated on **Your** Schedule
4. Impact by vehicles, trains, animals, falling trees or branches, aerials, masts, satellite dishes, telegraph poles, lampposts or wind turbines but not
 - a) loss, destruction or damage caused by domestic pets
 - b) the **Excess** amount stated on **Your** Schedule
5. Storm or flood but not
 - a) loss, destruction or damage by frost
 - b) loss, destruction or damage to gates, fences and hedges
 - c) the **Excess** amount stated on **Your** Schedule
6. Storm but not
 - 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 by frost
 - c) loss, destruction or damage to gates, fences and hedges
 - d) the **Excess** amount stated on **Your** Schedule
7. 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 **Buildings** 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 **Excess** amount stated on **Your** Schedule

8. Bursting or leaking of water from domestic appliances and the escape of water from or the freezing of any fixed domestic water or heating installation 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**
 - c) the **Excess** amount stated on **Your** Schedule

9. 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**
 - c) the **Excess** amount stated on **Your** Schedule

10. 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 under Part B (Contents) unless forcible and violent entry to or exit from **Your Home** has been made if any part of the **Home** has been lent or let
 - c) the **Excess** amount stated on **Your** Schedule

11. 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**
 - b) the **Excess** amount stated on **Your** Schedule

12. Any other accidental loss or damage but not
 - a) anything excluded under Perils Insured 1–11 and Extensions
 - b) by mechanical or electrical breakdown or failure
 - c) arising from the cost of remaking any film, disc or tape or the value of the information contained on it
 - d) caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing
 - e) by chewing, scratching, tearing or fouling by domestic pets
 - f) by wear and tear or deterioration
 - g) by rot, fungus, insects or vermin
 - h) by the action of light or any atmospheric or climatic condition
 - i) by any gradually operating cause
 - j) to contact lenses
 - k) to food, drink or plants
 - l) to computers or computer equipment by erasure or distortion of **Data**, by accidental erasure or mislaying or misfiling of documents or records, by **Virus** or by contamination
 - m) arising from depreciation in value or any other loss
 - n) when the main building of the **Home** is **Unoccupied**
 - o) the **Excess** amount stated on **Your** Schedule

Note: If more than one **Building** is insured by this Section any exclusion or limitation applies separately to each **Building**

We Will Pay You

In the event of **Damage** the value of the property at the time of the **Damage** or the amount of **Damage** or 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 Inflation Protection Clause if applicable

Basis of Claims Settlement

The following claims settlement conditions apply to this Section

- 1) Underinsurance – applicable in respect of Part A & Part B
the cover in respect of **Buildings, Caravans and Household Contents** is subject to the condition of **Average** as defined in this Section
- 2) In the event of **Damage** to
 - a) the Property insured under Part A caused by any Peril Insured **We** may either
 - i) pay for rebuilding or repair or
 - ii) make a money payment insteadwithout deduction for wear, tear and depreciation
 - b) matching sets, suites, groups and collections
We will pay for the cost of replacing an undamaged or unbroken item or parts of items forming part of a set, suite or other article of uniform nature, colour or design when **Damage** or breakage occurs within a clearly identifiable area to a specific part and replacements cannot be matched. The most **We** will pay for any one pair or set is £5,000 unless specified in **Your** schedule
 - c) the Property Insured under Part B (Contents) and Part 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

It is a **Condition Precedent** to **Our** liability to make any payment under Section 1 Part A of **Your** Policy that the Property Insured be maintained in a good state of repair

Part A Buildings

- 1) **Buildings** of the **Home**
- 2) **Caravan(s)** if shown in **Your** schedule

Part B 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 of the **Home**
- 3) **Personal Effects**
- 4) **Valuables** – a limit of one third of the **Sum Insured** applies. Within this limit the maximum **We** will pay for any one **Valuable** is £5,000 or 5% of the **Sum Insured** whichever is the greater (unless otherwise stated in **Your** Schedule)
- 5) deeds and other personal documents, limit any one document £1,000
- 6) **Money** – limit £2,500 any one claim
- 7) **Credit cards** – limit £10,000 any one claim
- 8) **Personal Effects** of **Domestic Staff** – limit 10% of the **Sum Insured**
- 9) **Personal Effects** of visitors – limit £1,000 any one claim

Whilst

- a) in the **Home**
- b) in the open within the boundary of **Your Home** excluding **Damage** to **Valuables** or **Money** – limit £2,500 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
- 8) property more specifically insured

Part C Personal Possessions

- 1) luggage, **Personal Effects** and sporting guns
- 2) pedal cycles
- 3) **Valuables**
- 4) personal **Money**
- 5) 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 £2,500
- 2) **Credit cards** – limit £10,000
- 3) all other **Valuables** – the **Sum Insured** stated in the Schedule
- 4) pedal cycles – up to a limit of £1,000 per cycle unless otherwise stated in **Your** Schedule

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) sporting equipment whilst in play
- 5) **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
- 6) 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
- 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) **Damage** caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing
- 11) wear and tear or deterioration
- 12) rot, fungus, insects or vermin
- 13) the action of light or any atmospheric or climatic condition
- 14) any gradually operating cause
- 15) **Damage** to food, drink or plants
- 16) **Damage** to computers or computer equipment by erasure or distortion of **Data**, by accidental erasure or mislaying or misfiling of documents or records, by **Virus** or by contamination
- 17) the **Excess** amount stated on **Your** Schedule
- 18) electrical or mechanical breakdown or failure

Part D Legal Liabilities

1. Property Owners Liability (only applicable if Part A is insured)

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

- a) accidental bodily injury including death, disease and illness to any person
- or

- b) 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

- a) injury to a member of **Your Family** or to anyone in **Your** employ as **Domestic Staff** or to repair or decorate the **Home**
- b) 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**
- c) injury, loss, destruction or damage arising from any business, trade or profession other than owning the **Home** and the accommodation of paying guests
- d) injury, loss, destruction or damage arising from the possession or use of motorised garden implements
- e) injury, loss, destruction or damage arising from any agreement unless **You** would have been liable had the agreement not been made
- f) injury, loss, destruction or damage arising from any private residence previously owned or occupied by **You**
- g) action for damages brought in a court outside the **Territorial Limits**

We will not pay more than £10,000,000 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

2. Liability to The Public (only applicable if Part B 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

- a) death, bodily injury or illness of any person not an **Employee** of either **You** or **Your Family**
- b) 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
 - i) the occupation of the **Home** (but not its ownership) or
 - ii) the private pursuits of **You** or **Your Family** or
 - iii) the employment by **You** or **Your Family** of **Domestic Staff**

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

- a) the **Business** noted in the Schedule or any other business, trade, profession or employment other than the accommodation of paying guests
- b) the transmission of any communicable disease or virus
- c) the ownership, possession or use of any motorised vehicles other than domestic lawn mowers, garden implements, disability mobility equipment, models, children's quad bikes, childrens motorcycles and childrens motor cars providing they are not being used on any public road or where any Road Traffic Act or similar legislation says that **You** must have motor liability insurance
- d) 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
- e) the ownership, possession or use of a dangerous animal or dangerous dog as defined in the appropriate legislation
- f) any action for damages brought in a court outside the **Territorial Limits**

We will not pay more than £10,000,000 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

3. Liability to Domestic Staff (only applicable if Part B 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** 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**

- a) carried in or upon a vehicle or
- b) 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

4. Tenants Liability (only applicable if Part B 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

- a) **Damage** to the **Buildings** by any cause specified under Perils Insured of this Section
- b) accidental damage to cables drain inspection covers or underground drains pipes or tanks providing a service to or from the **Home**
- c) accidental breakage of
 - i) fixed glass in windows doors fanlights skylights greenhouses conservatories verandas
 - ii) fixed ceramic hobs or hob covers
 - iii) fixed sanitaryware and bathroom fittings

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

We will not pay more than 20% 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

5. Unrecovered Damages (only applicable if Part B is insured)

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

- a) 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
- b) is made by a court within the **Territorial Limits** and
 - i) is still outstanding six months after the date on which it is made and
 - ii) is not the subject of an appeal

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

6. Defective Premises Act (only applicable if Part A 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

- a) 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
- b) 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 £10,000,000 plus other costs incurred with **Our** written consent

Memoranda Applicable To Section 1

1. Inflation Protection

We will adjust the **Sum Insured** in line with suitable indices of costs and the renewal premium for the Policy will be based on the adjusted **Sum Insured**

2. Mortgagees Clause

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. It is a **Condition Precedent** to **Our** liability to make any payment under Section 1 Part A (Buildings) that they shall notify **Us** without delay on becoming aware of such increased risk and pay additional premium if required

3. Non Invalidation Clause

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 the control of **You**. It is a **Condition Precedent** to **Our** liability to make any payment under this Section that **You** shall notify **Us** without delay on becoming aware of such increased risk and pay additional premium if required

4. Repairs and Alterations Clause

Joiners and other tradesmen may be employed to effect repairs or minor alterations in all or any of the **Buildings** insured without prejudice to the insurance provided under this Policy. It is a **Condition Precedent** to **Our** liability to make any payment under this Section that **You** must advise **Us** if **Your Home** is not weathertight and secure or structural works are being carried out. **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

5. Contracting Purchaser

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

6. Evidence of Value Clause

It is a **Condition Precedent** to **Our** liability to make any payment under this Section that **You** must provide evidence of value for any single item insured under **Valuables** in Part B (Contents) and Part C (Personal Possessions) of this Policy valued in excess of £5,000

7. Guns Clause

It is a **Condition Precedent** to **Our** liability to make any payment under Section 1 Part B (Contents), Part C (Personal Possessions) and Part D (Legal Liabilities) that all guns must be kept in either a locked cabinet or gun safe whilst not in use. **We** will not be liable for loss, destruction or damage in the event of any wilful or malicious act

8. Chimney Sweeping Clause (thatched properties only)

It is a **Condition Precedent** to **Our** liability to make any payment under Peril 1 (Fire) of Section 1 Private House Buildings Contents & Personal Possessions that all chimneys to open fires are swept at least once in every 12 months

Extensions Applicable To Section 1 And Only Applicable To The Part Insured As Specified On Your Schedule

1. Professional Fees and Debris Removal (only applicable if Part A is insured)

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

- a) architects, surveyors and legal fees
- b) the cost of clearing debris from the site or demolishing or shoring up the **Home**
- c) other costs to comply with government local authority requirements or European Community requirements provided that these costs are included within the **Sum Insured**

2. Pipes Cables and Drains (only applicable if Part A is insured)

We will pay for the cost of repairing accidental damage to cables, underground pipes and drains (and their inspection covers) serving the **Home** but excluding

- 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

3. Accidental Damage to Electronic Home Entertainment Equipment (only applicable if Part B is insured)

We will pay for accidental damage to electronic home entertainment equipment whilst contained within the **Home** but excluding

- a) loss, destruction or damage whilst **the Home** is let or lent
- b) loss, destruction or damage when the main building of the **Home** is **Unoccupied**
- c) loss, destruction or damage caused by wear and tear or depreciation
- d) loss, destruction or damage to records, cartridges, cassettes, discs, software or tapes
- e) loss, destruction or damage arising from light or atmospheric or climatic conditions
- f) loss, destruction or damage arising from any process of restoring, adjusting, maintaining or repairing
- g) breakdown
- h) confiscation or detention

4. Satellite Dishes, TV or Radio Aerials, Aerial Fittings, Alarms or Masts, Lampposts, Telegraph Poles, Wind Turbines, Fixed Solar Panels, Electricity Pylons or Poles or Overhead Cables

We will pay for Loss, destruction or damage arising from breakage or collapse of satellite dishes, TV or radio aerials, aerial fittings, alarms or masts, lampposts, telegraph poles, wind turbines, fixed solar panels, electricity pylons or poles or overhead cables serving the Home applicable to Parts A and B

But **We** will not cover loss, destruction or damage to the items themselves

Cover for items in or on the **Home** may be covered – see Extension 3 above

5. Breakage of Glass and Sanitary Fixtures (only applicable if Part A is insured)

We will pay for the cost of repairing accidental breakage of fixed solar panels, fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories, verandas or fixed ceramic hobs or hob covers or fixed sanitary ware and bathroom fittings forming part of the **Home** but excluding

- a) loss, destruction or damage which is not accidental and unforeseen
- b) loss, destruction or damage when the **Home** is **Unoccupied**

6. Breakage of Mirrors and Glass (only applicable if Part B is insured)

We will pay for the cost of repairing accidental breakage of mirrors or fixed glass, glass tops of furniture, ceramic hobs and ceramic tops of cookers, glass oven doors but excluding

- a) loss, destruction or damage which is not accidental or unforeseen
- b) loss, destruction or damage when the **Home** is **Unoccupied**
- c) loss, destruction or damage to **Your** contents while they are not in the **Home**

7. Loss of Rent and Alternative Accommodation Expenses

We will pay for the cost of

- a) rent (including ground rent and management charges) **You** are legally liable to pay or to have received but have lost for up to two years
- b) reasonable alternative accommodation for **You** and **Your** permanently resident **Family** and temporary storage of **Your** furniture
- c) reasonable accommodation for **Your** domestic pets while
 - i) the **Home** is unfit to live in or
 - ii) access to the **Home** is denied
- d) the reasonable additional costs of similar short term accommodation for **Your** tenant if they are **Your Employee** and the provision of accommodation is a condition in their written contract of employment

as a result of **Damage** insured by this Section but not any amount in excess of 25% of the **Sum Insured**

8. Loss of Oil

We will pay for accidental loss of oil for an amount not exceeding £5,000 in any one **Period of Insurance** but not when the **Home** is **Unoccupied**

9. Loss of Gas

We will pay the cost of gas lost for an amount not exceeding £10,000 as a result of **Damage** by perils 1–11 of this Section but not when the **Home** is **Unoccupied**

10. Loss of Metered Water

We will pay for accidental loss of metered water for an amount not exceeding £5,000 in any one **Period of Insurance** but excluding

- a) any loss from irrigation pipes
- b) when the **Home** is **Unoccupied**

11. Locks and Keys

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

- a) external doors and windows of the **Home**
- b) a safe within or an alarm protecting the **Home** following the theft or loss of the keys

for an amount not exceeding £5,000 any one claim

12. Domestic Freezer and Refrigerator Contents (only applicable if Part B is insured)

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 a change in temperature or contamination by refrigerant fumes. The refrigerator or deep freeze cabinet must be

- a) in the **Home**
- b) owned by **You** or **Your Family**

but excluding loss, destruction or damage resulting from

- i) the deliberate act of **You** or **Your Family** or any electricity supplier
- ii) strike lock-out or industrial dispute
- iii) property more specifically insured by any other insurance

13. Accidental Damage to Contents by Removal Contractors (only applicable if Part B is insured)

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

- a) the first £50 of each and every loss
- b) property in storage and while in transit to and from storage for a period in excess of 5 days
- c) breakage of brittle and fragile items

14. Automatic Increase in Sum Insured for Gifts and Provisions (only applicable if Part B is insured)

The **Sum Insured** by Part B (Contents) is automatically increased for gifts and provisions

- a) during the months of November and December
- b) during the period 30 days before and 30 days after **You** or a member of **Your Family's** wedding or civil partnership day, birthday celebrations and religious festivals for an amount not exceeding 10% of the sum insured of Part B in respect of any one claim

15. Trace and Access (only applicable if Part A is insured)

We will pay the reasonable costs necessarily incurred by **You** for an amount not exceeding £25,000 in respect of any one **Building** in any one **Period of Insurance** in locating the source of the **Damage** and repairing it, resulting from

- a) the escape of water from any tank, apparatus or pipe
- b) accidental damage to cables, underground pipes and drains serving the Property Insured
- c) escape of oil from a fixed oil fired heating installation

but not when the **Home** is **Unoccupied**

16. Additional Persons Insured

We will pay for any valid claim made by **Your** legal personal representatives in the event of **Your** death

17. Temporary Removal Extension (only applicable if Part B is insured)

We will pay for loss, destruction or damage to property caused by Perils 1–11 anywhere else in the **Territorial Limits** when temporarily removed from **Your Home** but excluding

- a) anything removed for sale or exhibition or to a furniture depository
- b) by theft unless it involves forcible and violent entry to or exit from a building
- c) from a **Caravan**, mobile home or motor home

18. Students Effects (only applicable if Part B is insured)

We will pay for **Damage** to students personal effects & household contents whilst they are away from the **Home** whilst attending an educational establishment. The limit for any one claim is £2,000 but excluding

- a) theft or attempted theft unless there is forcible and violent entry to or exit from a building
- b) the **Excess** shown in **Your** schedule under Part B contents

19. Personal Accident

We will pay £10,000 for accidental injury resulting in death within the **Territorial Limits** of **You** or **Your** domestic partner as a result of

- a) an accident, assault or fire in the **Home**
- b) an accident whilst travelling as a passenger on a public service vehicle
- c) assault in the street

20. 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, accidental and specific event happening during the **Period of Insurance**. Cover only applies in relation to tanks constructed after 1991 which are integrally banded 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 10%

The maximum amount payable under Section 1 and Section 2 of this Policy shall not exceed £25,000 in any one **Period of insurance**

This insurance does not cover the first £250 of each and every claim

21. 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 and specific event outside **Your** control happening during the **Period of Insurance**

The maximum amount payable under Section 1 and Section 2 of this Policy shall not exceed £10,000 in any one **Period of insurance**

This insurance does not cover the first £250 of each and every claim

22. Garden Cover (only applicable if Part B is insured)

We will pay the cost to restore **Your** garden if it is damaged during the **Period of Insurance** by Perils 1, 2, 3, 4, 8, 9, 10, 11 but excluding

- a) any amount exceeding £500 to remove or replace any one tree, shrub or plant
- b) any amount exceeding £5,000 in respect of any one claim
- c) Loss, destruction or damage arising from bonfires or the burning of waste

23. Upgrading Security Systems

We will pay for the costs incurred with **Our** written consent for

- a) improving the **Home** alarm and other security systems
- b) a personal security review

If **You** suffer a bodily assault in the **Home** during the **Period of Insurance** up to a maximum limit of liability of £5,000

24. Legal Fees Incurred in Repossessing Your Home Following Occupation by Squatters

We will pay for legal fees incurred with **Our** written agreement which **You** have to pay to repossess **Your Home** if squatters are living in it but excluding

- a) legal fees incurred in repossessing **Your Home** which is not **Your** permanent place of residence
- b) legal fees incurred in repossessing **Your Home** from any person(s) who have at any time lived in **Your Home** with **Your** actual or implied consent or agreement
- c) any amount exceeding £15,000

25. Office Equipment (only applicable if Part B is insured)

We will pay for accidental damage to **Office equipment** used for **Business** or personal purposes.

Computer software including the cost of reconstituting electronic **Data**, digital music, digital video and digital photographs but excluding

- a) the **Excess** shown in **Your** schedule under Part B (Contents)
- b) loss, destruction or damage when **Your Home** is lent, let or sub-let to anyone other than **Your Family**
- c) loss, destruction or damage while **Your Home** is **Unoccupied**
- d) loss, destruction or damage by wear and tear, depreciation, insects, vermin, fungus, atmospheric or climatic conditions, ingress of water, gradually operating cause, process of cleaning, dyeing, repair, alteration or restoration, mechanical, electrical or electronic fault or breakdown
- e) loss, destruction or damage by any cover listed elsewhere in this Section and which is specifically excluded under that cover
- f) any amount exceeding £5,000
- g) any amount exceeding £1,000 in respect of computer software including the cost of reconstituting electronic **Data**, digital music, digital video and digital photographs

26. Fire Brigade and Rescue Service Damage

We will pay **You** in respect of costs and expenses necessarily incurred in reinstating or repairing landscape, gardens and grounds following loss, destruction or damage caused by Fire Brigade and Rescue Services equipment or personnel following an emergency likely to endanger life and/or property at **Your Home**

The maximum **We** will pay in respect of any one claim is £10,000

27 Fire Extinguishing Costs

We will pay **You** in respect of any expenses reasonably incurred by **You** in extinguishing or attempting to extinguish fire involving the Property Insured including refilling of fire extinguishers

28. Household Emergency Access

We will pay **You** in respect of costs and expenses necessarily incurred in reinstating or repairing **Building(s)** where the **Damage** caused is a direct consequence of forced access to deal with a medical emergency, or to prevent **Damage** to **Your Home**

29. 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 this Section. The most that **We** will pay for any one claim is £5,000. Where cover is also claimed under Section 2 for the same event, the total amount payable over both Sections will be £5,000

30. Cost of Falling Tree Removal

We will pay **You** in respect of costs and expenses necessarily incurred in removing fallen trees and branches which have caused damage to **Your Building**. The maximum **We** will pay in respect of any one claim is £1,000

31. Intention to insure (only applicable if Part A is insured)

We will cover **You** for **Damage to Building(s)** anywhere in the United Kingdom which **You** have a clear intention to insure whether, owned or leased by **You** which **You** have inadvertently failed to insure under this or any other Policy provided that

- a) the maximum **We** will pay for any one location is £500,000
- b) it is a **Condition Precedent** to **Our** liability to make any payment under Intention to Insure extension that **You** must advise **Us** in writing as soon as **You** become aware of a building inadvertently left uninsured and pay the appropriate premium due from the day **Our** liability started
- c) it is a **Condition Precedent** to **Our** liability to make any payment under Intention to Insure extension that **You** must carry out, at not less than 12 month intervals, a check of all properties owned or leased by **You** and for which **You** are responsible to ensure that effective insurance is in force on each or them

32 Drains Gutters and Sewers

We will pay **You** necessary and reasonable costs to clean and clear drains, sewers or gutters for which **You** are responsible following **Damage** arising from an insured peril to **Building(s)** shown on **Your** schedule

33 Unauthorised Use of Gas, Water or Electricity

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

SECTION 2 – Material Damage

Only applicable if this section is shown as operative in the schedule

Definitions Applicable To Section 2

Wherever the following words and phrases appear in this Section they will always have these meanings

Agricultural Produce and Deadstock

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

Average

If at the time of **Damage** the sum insured on any item (excluding any item insured on a first loss basis of cover) 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 and Deadstock** where the **Special Condition of Average** will apply

Building(s)

Your buildings at the **Premises** including

- 1) tenants improvements, landlords fixtures and fittings
- 2) internal glass, external glass, sanitary ware and signs
- 3) outbuildings, extensions, annexes, gangways, water tanks and integral solar panels
- 4) yards, carparks, forecourts, terraces and pavements
- 5) walls, gates and fences attached to and belonging to the buildings at the **Premises**
- 6) piping, ducting, cables, wires and associated control gear

Excluding glasshouses, greenhouses, polythene tunnels, temporary and movable structures

Damage

Physical loss, destruction of or damage to tangible property by an insured peril

Livestock

Animals described in the Schedule to this Section

Machinery and Implements

Machinery, plant and implements excluding

- 1) property otherwise insured
- 2) mechanically self-propelled vehicles & implements unless specified in **Your** schedule
- 3) machinery let out on hire

Special Condition of Average

If at the time of the **Damage** the sum insured of **Livestock, Agricultural Produce and Deadstock** is less than 75% of the value of the property covered within the sum insured, the amount **We** will pay will be reduced proportionately

Perils Insured Applicable To Section 2

Only applicable if shown as operative on your schedule

Loss, destruction or damage to the Property Insured caused by

- A. Fire but excluding loss, destruction or damage caused by its undergoing any heating process involving the application of heat other than grain drying

Fire only resulting from the property's own spontaneous fermentation or heating

Lightning

Explosion

- 1) of boilers
- 2) of gas

used for domestic purposes only

Explosion excluding loss destruction or damage

- 1) 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
- 2) 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

Aircraft or other aerial devices or articles dropped from an aircraft

Earthquake or subterranean fire

Accidental death of **Livestock** caused by electrocution (including humane destruction within 72 hours following electric shock) at the **Premises** insured

- B. Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons excluding
- 1) loss, destruction or damage arising from confiscation, requisition or destruction by order of the government or any public authority
 - 2) loss, destruction or damage arising from cessation of work
 - 3) the **Excess** stated in **Your** Schedule in respect of each separate **Premises** as ascertained after the application of any condition of **Average**
 - 4) theft or attempted theft
- C. Impact by any vehicle, train, animal or impact by falling trees, aerials, masts, satellite dishes, telegraph poles, lamp posts, wind turbines, pylons or parts of them excluding
- 1) in respect of 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**
 - 2) loss, destruction or damage caused by lopping, pruning or felling of trees
- D. Storm excluding
- 1) loss, destruction or damage by
 - a) the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam
 - b) inundation from the sea
whether resulting from storm or otherwise
 - 2) loss, destruction or damage attributable solely to change in the water table level
 - 3) loss, destruction or damage caused by frost, subsidence, ground heave or landslip
 - 4) loss, destruction or damage in respect of moveable property in the open, fences and gates
 - 5) loss, destruction or damage in respect of growing crops
 - 6) the **Excess** stated in **Your** Schedule in respect of each separate **Premises** as ascertained after the application of any condition of **Average**
 - 7) loss, destruction or damage to **Livestock** not situated in a fully enclosed **building**

- E. Storm or flood excluding
- 1) loss, destruction or damage attributable solely to change in the water table level
 - 2) loss, destruction or damage by frost, subsidence, ground heave or landslip
 - 3) loss, destruction or damage caused by Storm in respect of movable property in the open, fences and gates
 - 4) loss, destruction or damage in respect of growing crops
 - 5) the **Excess** stated in **Your** Schedule in respect of each separate **Premises** as ascertained after the application of any condition of **Average**
 - 6) loss, destruction or damage to **Livestock** not situated in a fully enclosed **building**
- F. Escape of water, fuel or liquid fertiliser from any tank, apparatus or pipe excluding
- 1) loss, destruction or damage by water discharged or leaking from any automatic sprinkler installation
 - 2) loss, destruction or damage in respect of moveable property in the open, fences and gates
 - 3) the **Excess** stated in **Your** Schedule in respect of each separate **Premises** as ascertained after the application of any condition of **Average**
- G. 1) Theft or any attempted theft (including the cost of loss, destruction or damage by outward violent and visible means to the **Buildings** in which property is kept for which **You** are responsible) 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 property otherwise insured
 - e) loss due to unexplained shortage or disappearance
 - f) loss of **Money**
- 2) Theft by violence or threat of violence to **You** or **Your Family** or **Employees** excluding the **Excess** stated in **Your** Schedule ascertained after the application of any condition of **Average**
- H. Mysterious disappearance of **Livestock** where disappearance must have been for a period exceeding 30 days excluding the **Excess** stated in **Your** Schedule
- I. Subsidence or ground heave of any part of the site on which the property stands or landslip excluding
- 1) the **Excess** stated in **Your** Schedule at each separate **Premises** as ascertained after the application of any condition of **Average**
 - 2) loss, destruction or damage to yards, car parks, roads, pavements, walls, gates and fences unless also affecting a **Building** insured
 - 3) loss, destruction or damage caused by or consisting of
 - a) the normal settlement or bedding down of new structures
 - b) the settlement or movement of made-up ground
 - c) coastal or river erosion
 - d) defective design or workmanship or the use of defective materials
 - e) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
 - 4) loss, destruction or damage which originated prior to the inception of this cover
 - 5) loss, destruction or damage resulting from
 - a) demolition, constructional structural alteration or repair of any property or
 - b) groundwork or excavation at the **Premises**
- It is a **Condition Precedent** to **Our** liability to make any payment under Section 2 Peril I that **You** must notify **Us** without undue delay should **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
- J. Any other accidental damage excluding
- 1) the **Excess** stated in **Your** Schedule as ascertained after the application of any Condition of **Average**
 - 2) loss, destruction or damage caused by or resulting from
 - a) wear, tear, the action of light or atmosphere, moths, vermin or insects
 - b) any process of cleaning, dyeing, restoring, adjusting or repairing
 - c) corrosion, dampness, dryness, wet or dry rot, marring, scratching, bruising or deterioration
 - d) chewing, scratching, tearing or fouling by domestic pets
 - e) any gradually operating cause

- 3) loss, destruction or damage to any machine or apparatus arising from mechanical, electrical or electronic breakdown or derangement or from adjustment, maintenance or repair
 - 4) loss, destruction or damage to food, drink or plants
 - 5) loss, destruction or damage specifically excluded in this Section
 - 6) normal maintenance or repair
 - 7) any disappearance or shortage revealed only at the time of stock taking or the making of an inventory
 - 8) loss, destruction or damage by confiscation or detention by Customs or other officials or authorities
 - 9) 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
 - 10) any shortage due to error or omission
 - 11) loss, destruction or damage by theft or any attempted theft
 - 12) loss, destruction or damage by subsidence, ground heave or landslip
 - 13) depreciation in value
 - 14) loss, destruction or damage to **Livestock**
- K. Fatal injury to **Livestock** caused by any violent external and visible accident including poisoning to the **Livestock** or in its necessary slaughter (under certificate by a duly qualified veterinary surgeon) but only to the extent of the market value of the animal at the time whilst
- 1) on any public thoroughfare
 - 2) on any public livestock auction or sale-yard, market or agricultural showground premises
 - 3) on any railway level crossing
 - 4) or while straying from any such situation or from the **Premises**
- but excluding
- 1) straying unless reasonable fencing was provided for its safety
 - 2) in transit for hire or reward
 - 3) injury to any horse occurring during or whilst preparing for racing, hunting, show jumping, gymkhanas or other competitive events
 - 4) the **Excess** stated in **Your** Schedule
- L. 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
- 1) fire or
 - 2) accidental means or
 - 3) theft
- Loading starts as the animal mounts the ramp and unloading finishes as the animal leaves the ramp but it is a **Condition Precedent** to **Our** liability to make any payment under Section 2 Peril L that any vehicle used must be constructed specifically for the safe carriage of **Livestock**
- M. 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. It is a **Condition Precedent** to **Our** liability to make any payment under Section 2 Peril M that death occurs or destruction on humane grounds is necessary
- N. Accidental damage to pipes, cables and drains
The cost of repairing accidental damage to cables, underground pipes and drains (and their inspection covers) serving the **Building** 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
 - 3) the **Excess** stated in **Your** Schedule as ascertained after the application of any Condition of **Average**

- O. Hailstorm 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
- 1) this insurance covers hail damage only (excluding injury by wind, water or other causes)
 - 2) straw is not included in this insurance unless expressly named and the requisite premium paid
 - 3) the certificate does not cover autumn sown vegetables
 - 4) **You** shall make every effort to obtain the highest possible price for hail damaged crops
 - 5) the first five days exclusion does not apply if in the event of a claim proof of previous hail cover up to the date and time the cover was incepted by **Us** is provided

Part A – Farming Property Excluding Livestock

We Will Pay You

For **Damage** to any of the Property Insured in Section 2 Part A Farming Property excluding Livestock by any of the Perils Insured shown in the Schedule provided that **Our** liability under Section 2 Part A Farming Property excluding Livestock does not exceed in the whole, the total sum insured or for any item its sum insured at the time of the **Damage**

Basis of Claims Settlement

The following claims settlement conditions apply to Section 2 Part A Farming Property Excluding Livestock

- 1) Underinsurance – applicable in respect of Indemnity and Modern Materials basis of settlement the cover is subject to the conditions of **Average** and **Special Condition of Average** as defined in this section
- 2) In the event of **Damage**, **You** can choose from the following basis of settlements

1. Indemnity

For this purpose “indemnity” means the value of the property at the time of the **Damage** or the amount to repair the **Damage** or at **Our** option the amount to reinstate or replace such property or any part of it less an adjustment for wear and tear

For the purpose of Underinsurance referred to under Basis of Claims Settlement, the value and sum insured will be calculated accordingly

2. Reinstatement

Reinstatement is not applicable to motor vehicles and their accessories, personal effects, **Agricultural Produce and Deadstock**.

For this purpose ‘Reinstatement’ means rebuilding, replacement, restoration or repair in each case to a condition substantially the same as but not better or more extensive than its condition when new

It is a **Condition Precedent** to **Our** liability to make any payment under Reinstatement basis of settlement that

- a) **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
- b) if the sum insured at the time of any **Damage** is less than 85% of the cost which would have been incurred in reinstating the whole property covered by any item at the time of rebuilding or replacement, the amount payable by **Us** will be proportionately reduced. No payment beyond the amount which would have been payable in the absence of this Reinstatement basis of settlement shall be made
 - i) unless reinstatement commences and proceeds without unreasonable delay
 - ii) until the cost of reinstatement shall have been actually incurred
 - iii) 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
- c) All the terms and conditions of the Policy shall apply
 - i) in respect of any claim payable under the provisions of this Reinstatement basis of settlement except in so far as they are varied by this Reinstatement basis of settlement
 - ii) where claims are payable as if this memorandum had not been incorporated

3. Modern Materials

Modern Materials is applicable to **Buildings** only

- a) For this purpose “Modern Materials” means in the event of total destruction – the cost of providing a modern building with comparable facilities
- b) in the event of **Damage** – the cost of repair using modern materials 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

- i) the **Buildings** have been maintained in a good state of repair and are not derelict or unused
- ii) reinstatement or repair shall actually take place within 12 months of the **Damage**

For the purpose of Underinsurance referred to under Basis of Claims Settlement the value and sum insured shall be calculated accordingly

Memoranda Applicable To Section 2 Part A

1. 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

2. Inflation Protection Clause

We will adjust the sums insured for **Buildings** in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted Sums Insured

3. Architects Surveyors Legal and Consulting Engineers Fees Clause

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

4. Capital Additions Clause

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

- a) any newly acquired including newly erected **Buildings** or **Buildings** in course of erection (excluding any property for which a building contractor is responsible) and **Machinery and Implements** provided that they are not otherwise insured and
- b) 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
 - i) at any one situation this cover shall not exceed 15% of the sum insured by **Building(s)** or **Machinery and Implements**

It is a **Condition Precedent** to **Our** liability to make any payment under Section 2 Part A Capital Additions Clause that **You** undertake to give particulars of such extension of cover without undue delay and to effect specific insurance for these particulars retrospective to the date of the commencement of **Our** liability

5. Debris Removal Clause

The insurance by Part A of this Section extends to include costs and expenses necessarily incurred by **You** with **Our** consent for

- a) removing debris
- b) dismantling including demolishing
- c) shoring up or propping of the portion or portions of the property insured as a result of **Damage**

We shall not pay for any costs or expenses

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

Our liability under this extension and this Section in respect of any item shall in no case exceed the sum insured as stated in **Your** schedule. In addition to the sum insured **We** will pay up to up to £50,000 under this extension for the removal of **Asbestos** debris

6. Mortgagees Clause

The act or neglect of any mortgagor or occupier of any **Building** insured 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** without undue delay on becoming aware of such increased risk and pay additional premium if required. If they do not they may lose their right to indemnity under this extension

7. Notice Clause

It is a **Condition Precedent** to **Our** Liability to make any payment under Section 2 Part A (Farming Property excluding Livestock) that **You** notify **Us** in writing without undue delay should any empty **Building** or empty portion of a **Building** insured and used for non-agricultural purposes become(s) occupied or any occupied building used for non-agricultural purposes becomes empty and **You** undertake to pay an additional premium if required

8. Changes in Tenancy

It is a **Condition Precedent** to **Our** liability to make any payment under Section 2 Part A (Farming Property excluding Livestock) that **You** notify **Us** in writing without undue delay of all changes in tenancy of any **Building** used for non-agricultural purposes

9. European Community and Public Authorities (Including Undamaged Property) Clause

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

- a) European Community Legislation or
- b) 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
 - i) the lost, destroyed or damaged property insured under this Policy
 - ii) undamaged portions of the property insured under this Policy

excluding

- a) the cost incurred in complying with the Stipulations
 - i) in respect of **Damage** occurring prior to the granting of this Extension
 - ii) in respect of loss, destruction or damage not insured by this Section
 - iii) under which notice has been served upon **You** prior to the happening of the **Damage**
 - iv) for which there is an existing requirement which has to be implemented within a given period
 - v) in respect of property entirely undamaged by any Peril Insured
- b) 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
- c) 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

Special Conditions

- 1) the work of reinstatement must be commenced and carried out without undue 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) if **Our** liability under (any item of) this Section apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then **Our** liability under this extension (in respect of any such item) shall be reduced in like proportion
- 3) the total amount recoverable under any item of this Section shall not exceed its sum insured

10. Rent Clause

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

11. Repairs and Alterations Clause

Joiners and other 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

12. Loss of Metered Water

We will pay for accidental loss of metered water up to a maximum of £5,000 any one loss excluding any loss from irrigation pipes

13. Clean Up Costs (Own Property)

The Insurance by this Section covers the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances from tanks on **Your** property caused by a sudden, accidental and specific event happening during the **Period of Insurance**. Cover only applies in relation to tanks constructed after 1991 which are integrally banded 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 10%

The maximum amount payable under Sections 1 and 2 of this Policy is £25,000 in respect of any one **Period of Insurance**

This insurance does not cover the first £250 of each and every claim

14. Fly Tipping

This insurance covers 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 and specific event outside **Your** control happening during the **Period of Insurance**

The maximum amount payable under Sections 1 and 2 of this Policy is £10,000 in respect of any one **Period of Insurance**

This insurance does not cover the first £250 of each and every claim

15. Fire Brigade and Rescue Service Damage

We will pay **You** in respect of costs and expenses necessarily incurred in reinstating or repairing landscape, gardens and grounds following loss, destruction or damage caused by Fire Brigade equipment or personnel in the course of combating fire

The maximum **We** will pay in respect of any one claim is £10,000

16. Fire Extinguishing Costs

We will pay **You** in respect of any expenses reasonably incurred by **You** in extinguishing or attempting to extinguish fire involving the Property Insured including refilling of fire extinguishers

17 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 this Section. The most that **We** will pay for any one claim is £5,000. Where cover is also claimed under Section 1 for the same event, the total amount payable over both Sections will be £5,000

18. Cost of Falling Tree Removal

We will pay **You** in respect of costs and expenses necessarily incurred in removing fallen trees and branches which have caused damage to **Your Building**. The maximum **We** will pay in respect of any one claim is £1,000

19 Drains Gutters and Sewers

We will pay **You** necessary and reasonable costs to clean and clear drains, sewers or gutters for which **You** are responsible following **Damage** arising from an insured peril to **Buildings** shown on **Your** schedule

20 Trace and Access

We will pay the reasonable costs necessarily incurred by **You** for an amount not exceeding £25,000 in respect of any one **Building** in any one **Period of Insurance** in locating the source of the **Damage** and repairing it, resulting from

- a) the escape of water from any tank, apparatus or pipe
- b) accidental damage to cables, underground pipes and drains serving the Property Insured
- c) escape of oil from a fixed oil fired heating installation

21. Intention to Insure

We will cover **You** for **Damage** to **Building(s)** anywhere in the United Kingdom which **You** have a clear intention to insure whether, owned or leased by **You** which **You** have inadvertently failed to insure under this or any other Policy Provided that

- a) The maximum **We** will pay for any one location is £500,000

- b) It is a **Condition Precedent** to **Our** liability to make any payment under Section 2 Intention to Insure extension that **You** must advise **Us** in writing as soon as **You** become aware of a building inadvertently left uninsured and pay the appropriate premium due from the day **Our** liability started
- c) It is a **Condition Precedent** to **Our** liability to make any payment under this extension that **You** must carry out, at not less than 12 month intervals, a check of all properties owned or leased by **You** and for which **You** are responsible to ensure that effective insurance is in force on each or them

22. Unauthorised Use of Gas, Water or Electricity

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

23. Directors, Partners and Employees Personal Effects Extension Clause

Cover is provided for clothing, pedal cycles, tools and instruments for an amount not exceeding £1,000 per person

24. Glass Clause

If this Section includes Peril G as a peril insured **We** will pay for **Damage** to glass (where **You** are responsible for its replacement) whether internal or external plain or ornamental 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 verified evidence of Theft (within the meaning of this Section) or any attempted Theft

25. Locks and Keys Extension Clause

If this Section includes Peril G as a Peril insured **We** will pay for the cost of replacing keys and locks or lock mechanisms to

- a) external doors and windows of the **Building**
- b) a safe within or an alarm protecting the **Building** following the theft or loss of the keys

For an amount not exceeding £5,000 any one claim

26. Loss of Gas

This Section extends to include the cost of gas lost as a result of **Damage** insured by this Section. The maximum amount **We** will pay under this Extension is £10,000 any one claim excluding any loss while the buildings are not in use for the purposes of the **Business**

27. Reinstatement of Farm Records

This Section extends to include such costs as are necessarily incurred to reinstate **Your Business** records as a result of **Damage** by Peril A whilst at **Your Premises**

The maximum amount **We** will pay under this extension is £2,500 during any one **Period of Insurance**

Exclusions Applicable To Section 2 Part A

1. Any other loss or damage of any kind or description except loss of rent when such loss is included in the cover under this Section
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 Section.

Part B – Livestock

We Will Pay You

In the event of any of the Property Insured in 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 £1,000 in respect of any one animal or £2,500 any one claim 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) £5,000 any one working dog and £10,000 in respect of any other animal unless otherwise stated in **Your** Schedule

Basis of Claims Settlement

The following claims settlement condition applies to Section 2 Part B Livestock

1. Underinsurance

The cover is subject to the **Special Condition of Average** as defined in this Section

It is a **Condition Precedent** to **Our** liability to make any payment under Section 2 Part B Livestock that

- a) in the event of a claim for loss, destruction or damage of **Livestock You** shall without undue delay arrange for
 - i) adequate attention and treatment
 - ii) such veterinary evidence as **We** may require to be submitted to **Us** at **Your** own expense
- b) 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**
- c) if following payment by **Us** under Perils Insured G or H 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**
- d) no payment shall be made for the same animal under more than one of the covers insured in connection with the same loss
- e) **We** shall be under no obligation to accept or be affected by any transfer of interest, trust or assignment which relates to any animal and nothing contained under this Section shall give any right against **Us** to any person other than **You**

Memoranda Applicable To Section 2 Part B

1. Livestock Extension Clause

The insurance by Peril Insured A extends to cover **Livestock** whilst in the open or in buildings elsewhere than on any land or **Premises** occupied or used by **You** in the **Territorial Limits**

2. Carcass Removal Costs Extension Clause

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 £500 in respect of any one animal

3. Unauthorised Slaughter Clause

This Part does not cover loss resulting from slaughter carried out without **Our** consent except in cases necessitating immediate slaughter on humanitarian grounds

4. Worrying of Cattle Pigs or Horses Extension

This Part automatically extends to cover worrying of Cattle, Pigs or Horses 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. **Our** liability under this extension will not exceed the sum insured in respect of Cattle, Pigs or Horses specified on **Your** Schedule and is subject to the **Special Condition of Average**

5. Rescue Cover

We will pay any costs incurred by

- a) the Royal Society for the Prevention of Cruelty to Animals
- b) the fire service
- c) a recognised professional rescue organisation

arising from the rescue or attempted rescue of **Livestock**

Livestock must require rescue as a direct result of a Peril Insured for Part B of this Section

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

6. Advertising and Reward Cover

If this Section includes Peril G as a Peril insured **We** will pay any costs incurred in advertising for the recovery of lost or stolen animal(s) and also paying a reasonable reward if the lost or stolen animal(s) is recovered. The maximum **We** will pay is £500 in respect of any one claim

Exclusions Applicable To Section 2 Part B

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

Memoranda Applicable To Section 2 Parts A & B

1. Farming Property Extension Clause

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

- a) property not belonging to **You** whilst in **Your** custody or control for which **You** are responsible
- b) **Agricultural Produce and Deadstock** and **Machinery and Implements** whilst in transit
- c) **Machinery and Implements** whilst temporarily removed
- d) **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

It is a **Condition Precedent** to **Our** liability to make any payment under Farming Property Extension Clause that this property is not otherwise insured and the **Damage** occurs within the **Territorial Limits**

2. Non Invalidation Clause

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**. It is a **Condition Precedent** to **Our** liability to make any payment under Non Invalidation Clause that as soon as is reasonably practicable **You** shall give notice to **Us** and pay an additional premium if required

3. Explosives Clause

If this Section includes Peril G as an insured Peril **We** will (in addition to the total sum insured) pay **You** in respect of **Damage** to any property included in this Section directly or indirectly caused by or in consequence of the use of explosives on the occasion of any Theft (within the meaning of this Section) or any attempted Theft at the **Premises** but only if the risk of explosion is not insured under any other Policy effected by **You** or on **Your** behalf in respect of the same property provided always that the limit of **Our** liability in any one **Period of Insurance** under this extension clause shall be £10,000 for each **Premises**

SECTION 3 – Business Interruption

Only applicable if this section is shown as operative in the schedule

NOTE 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

NOTE 2: For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded

Definitions Applicable To Section 3

Wherever the following words and phrases appear in this Section they will always have these meanings

Agricultural Produce and Deadstock

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

Consequential Loss

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**

Customers

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

Damage

Loss, destruction of or damage to the property insured by a Peril Insured

Incident

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

Indemnity Period

The period beginning with the occurrence of the **Incident** and ending not later than the **Maximum Indemnity Period** after the date of the **Incident** during which the results of the **Business** shall be affected in consequence

Livestock

Animals described in the Schedule to this Section excluding breeding livestock

Machinery and Implements

Machinery, plant and implements excluding

- 1) property otherwise insured
- 2) mechanically self-propelled vehicles & implements unless specified in **Your** schedule
- 3) machinery let out on hire

Maximum Indemnity Period

the number of months stated in **Your** Schedule

Special Condition of Average

If the sum insured at the commencement of any **Damage** be less than 75% of the value of the property covered the amount payable by **Us** shall not exceed that proportion of the amount of the **Damage** which the sum insured shall bear to the full value of the Property Insured

Gross Revenue

The money paid or payable to **You** for farming activities or any other activity specified on **Your** Policy 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**

* to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or special circumstances affecting the **Business** either before or after the **Incident** or which would have affected the **Business** had the **Incident** not occurred so that the adjusted figures shall represent as nearly as may be reasonably practicable the results which but for the **Incident** would have been obtained during the relative period after the **Incident** less any sum saved during the **Indemnity Period** in respect of such of the charges or expenses of the **Business** payable out of **Gross Revenue** as may cease or be reduced in consequence of the **Incident**

Perils Insured Applicable To Section 3

- A. Fire but excluding **Consequential Loss** caused by its undergoing any heating process involving the application of heat other than grain drying

Fire only resulting from the property's own spontaneous fermentation or heating

Lightning

Explosion

1) of boilers

2) of gas

used for domestic purposes only

Explosion excluding **Consequential Loss**

1) 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

2) 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

Aircraft or other aerial devices or articles dropped from an aircraft excluding **Consequential Loss** in respect of pressure waves caused by an aircraft or other aerial devices travelling at sonic or supersonic speeds

Earthquake or subterranean fire

Accidental death of **Livestock** caused by electrocution (including humane destruction within 72 hours following electric shock) at the **Premises** insured

- B. Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons excluding
- 1) **Consequential Loss** arising from confiscation, requisition or destruction by order of the government or any public authority
 - 2) **Consequential Loss** arising from cessation of work
 - 3) **Consequential Loss** arising from Theft or attempted Theft
- C. Impact by any road vehicle, train, animal or impact by falling trees, aerials, masts, satellite dishes, telegraph poles, lamp posts, wind turbines, pylons or parts of them excluding **Consequential loss**
- 1) caused by lopping, pruning or felling of trees
 - 2) arising from the cost of removing fallen trees or parts thereof unless they have given rise to a valid claim under this Policy
- D. Storm excluding **Consequential Loss**
- 1) caused by
 - a) the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam
 - b) inundation from the seawhether resulting from storm or otherwise
 - 2) attributable solely to change in the water table level
 - 3) caused by frost, subsidence, ground heave or landslip
 - 4) in respect of moveable property in the open, fences and gates
 - 5) in respect of growing crops
 - 6) in respect of Livestock not situated in a fully enclosed **Building(s)**
- E. Storm or flood excluding **Consequential Loss**
- 1) attributable solely to change in the water table level
 - 2) in respect of frost, subsidence, ground heave or landslip
 - 3) in respect of Storm for moveable property in the open, fences and gates
 - 4) in respect of growing crops
 - 5) in respect of **Livestock** not situated in a fully enclosed **Building**
-

- F. Escape of water, fuel or liquid fertiliser from any tank, apparatus or pipe excluding **Consequential Loss**
- 1) by water discharged or leaking from any automatic sprinkler installation
 - 2) in respect of movable property in the open, fences and gates
- G. 1) Theft or any attempted theft (including the cost of **Consequential Loss** or damage by outward violent and visible means to the **Buildings** in which property is kept for which **You** are responsible) excluding **Consequential Loss**
- 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 property otherwise insured
 - d) due to unexplained shortage or disappearance
 - e) resulting from loss of **Money**
- 2) Theft by violence or threat of violence to **You** or **Your Family** or **Employees**
- H. Mysterious disappearance of **Livestock** where disappearance must have been for a period exceeding 30 days
- I. Subsidence or ground heave of any part of the site on which the property stands or landslip excluding **Consequential Loss**
- 1) in respect of yards, car parks, roads, pavements, walls, gates and fences unless also affecting a **Building** insured
 - 2) caused by or consisting of
 - a) the normal settlement or bedding down of new structures
 - b) the settlement or movement of made-up ground
 - c) coastal or river erosion
 - d) defective design or workmanship or the use of defective materials
 - e) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
 - 3) resulting from loss, destruction or damage which originated prior to the inception of this cover
 - 4) resulting from
 - a) demolition, constructional structural alteration or repair of any property or
 - b) groundwork or excavation at the **Premises**

It is a **Condition Precedent** to **Our** liability to make any payment under Section 3 Peril I that **You** shall notify **Us** without undue delay should **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

- J. Accidental damage excluding **Consequential Loss**
- 1) caused by or resulting from
 - a) wear tear the action of light or atmosphere moths vermin insects
 - b) any process of cleaning dyeing restoring adjusting or repairing
 - c) corrosion dampness dryness wet or dry rot marring scratching bruising deterioration
 - d) chewing scratching tearing or fouling by domestic pets
 - e) any gradually operating cause
 - 2) in respect of any machine or apparatus arising from mechanical electrical or electronic breakdown or derangement or from adjustment maintenance or repair
 - 3) in respect of food drink or plants
 - 4) specifically excluded in this Section
 - 5) arising from normal maintenance or repair
 - 6) in respect of any disappearance or shortage revealed only at the time of stock taking or the making of an inventory
 - 7) arising by confiscation or detention by Customs or other officials or authorities
 - 8) following dishonesty or fraudulent action by **You** or any of **Your Employees** or other persons to whom property insured may be entrusted
 - 9) due to any shortage due to error or omission
 - 10) by theft or any attempted theft
 - 11) arising from Subsidence Ground heave or Landslip
 - 12) arising from depreciation in value
 - 13) resulting from loss destruction or damage to **Livestock**
-

- K. Fatal injury to **Livestock** caused by any **violent** external and visible accident including poisoning to the **Livestock** or in its necessary slaughter (under certificate by a duly qualified veterinary surgeon) but only to the extent of the market value of the animal at the time whilst
- 1) on any public thoroughfare
 - 2) on any public livestock auction or sale-yard, market or agricultural showground premises
 - 3) on any railway level crossing
 - 4) or while straying from any such situation or from the **Premises**

excluding consequential loss arising from

- 1) straying unless reasonable fencing was provided for its safety
- 2) in transit for hire or reward
- 3) injury to any horse occurring during or whilst preparing for racing, hunting, show jumping, gymkhanas or other competitive events

L. **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

- 1) fire or
- 2) accidental means or
- 3) theft

Loading starts as the animal mounts the ramp and unloading finishes as the animal leaves the ramp but it is a **Your Condition Precedent** to **Our** Liability to make any payment under Section 3 Peril L that any vehicle used must be constructed specifically for the safe carriage of **Livestock**

- M. 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. It is a **Condition Precedent** to **Our** liability to make any payment under Section 3 Peril M that death occurs or destruction on humane grounds is necessary
- N. Accidental damage to pipes, cables and drains
The cost of repairing accidental damage to cables, underground pipes and drains (and their inspection covers) serving the building specified on **Your** Schedule but excluding **Consequential Loss** arising from
- 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

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** be lost, destroyed or damaged by any of the Perils Insured which are shown as in force in the Schedule and in consequence the **Business** carried on by **You** at the **Premises** be interrupted or interfered with in respect of each item in the Schedule the amount of loss resulting from such interruption or interference

- 1) It is a **Condition Precedent** to **Our** liability to make any payment under Section 3 Business Interruption that at the time of the happening of the **Damage** (other than in respect of **Damage to Agricultural Produce and Deadstock** or **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 such **Damage** and that
 - a) payment shall have been made or liability admitted by **Us** or another authorised Insurer
 - OR
 - b) payment would have been made or liability admitted by **Us** or another authorised Insurer but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
- 2) **Our** liability under this Section shall not exceed
 - a) in the whole the total sum insured or in respect of any item its sum insured at the time of the **Damage**
 - b) £10,000 in respect of any one animal in any one **Period of Insurance**

- 3) 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
- 4) 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**
- 5) if following payment by **Us** under Perils G or H 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**
- 6) no payment shall be made for the same animal under more than one of the covers insured in connection with the same loss
- 7) **We** shall be under no obligation to accept or be affected by any transfer of interest trust or assignment which relates to any animal and nothing contained in this Section shall give any right against **Us** to any person other than **You**

Basis Of Claim Settlement

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

Any insurance on **Livestock Agricultural Produce and Deadstock** is subject to the **Special Condition of Average**

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

- 1) 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**
- 2) 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** as shown in **Your** schedule 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

- 1) 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**
- 2) 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
- 3) in respect of further additional expenditure beyond that recoverable under paragraph 2) 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 loss of £25,000

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

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

- 1) 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**
- 2) 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** as shown in **Your** schedule 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

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**

Memoranda Applicable To Section 3

1. 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

- * **Annual Gross Revenue** – The proportional equivalent for a period of twelve months of the **Gross Revenue** realised during the period between the commencement of the **Business** and the date of the **Incident**
- * **Standard Gross Revenue** – The proportional equivalent for a period equal to the **Indemnity Period** of the **Gross Revenue** realised during the period between the commencement of the **Business** and the date of the **Incident**
- * **Annual Gross Rentals** – The proportional equivalent for a period of twelve months of the **Gross Rentals** realised during the period between the commencement of the **Business** and the date of the **Incident**
- * **Standard Gross Rentals** – The proportional equivalent for a period equal to the **Indemnity Period** of the **Gross Rentals** realised during the period between the commencement of the **Business** and the date of the **Incident**

* to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Incident** or which would have affected the **Business** had the **Incident** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Incident** would have been obtained during the relative period after the **Incident**

2. 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 Applicable To Section 3

1. Alternative Trading

If during the **Indemnity Period** farming and related activities are carried out elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable in respect of such activities shall be brought into account in arriving at the **Gross Revenue** during the **Indemnity Period**

2. Payments on Account

Payments on account may be made to **You** monthly during the **Indemnity Period** if desired

3. Prevention of Access

We will pay **You** for loss resulting from interruption of or interference with the **Business** in consequence of loss, destruction or damage to property in the vicinity of the **Premises** which shall prevent or hinder the use of the **Premises** or access to the **Premises** whether the **Premises** or **Your** property situated on the **Premises** shall be damaged or not (but excluding loss, destruction or damage to property of any supply undertaking from which **You** obtain electricity, gas or water or telecommunications services which prevents or hinders the supply of such services) shall be deemed to be an **Incident**

4. Professional Accountants

Any particulars or details contained in **Your** books of account or other **Business** books or documents which may be required by **Us** under Policy Condition 12 Part 3 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 verified 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 under Policy Condition 12 Part 3 and 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

5. Livestock at Other Farms

We will pay **You** for **Consequential Loss** resulting from interruption of or interference with the **Business** in consequence of **Damage to Livestock** belonging to **You** whilst in the open or in buildings elsewhere in the **Territorial Limits** than on the **Premises** shall be deemed to be loss resulting from an **Incident** at the **Premises**

It is a **Condition Precedent** to **Our** liability to make any payment under Livestock at Other Farms extension that

- a) **You** shall immediately arrange for
 - i) adequate attention and treatment of **Livestock**
 - ii) such veterinary evidence as **We** may require to be submitted to **Us** at **Your** own expense
- b) 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**
- c) if following payment by **Us** under Perils G or H 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**
- d) no payment shall be made for the same animal under more than one of the covers insured in connection with the same loss
- e) **We** shall be under no obligation to accept or be affected by any transfer of interest trust or assignment which relates to any animal and nothing contained in this Section shall give any right against **Us** to any person other than **You**

6. Carcass Removal Costs

In the event of the death of the animal or its necessary slaughter for which **We** have admitted liability **We** will pay the reasonable costs incurred in the removal of the carcass to the nearest knackery or renderer or bone fide disposal centre provided **Our** liability under this extension shall not exceed £500 in respect of any one animal

7. Debris Removal

The sum insured on gross revenue extends to include debris removal costs necessarily and reasonably incurred by **You** with **Our** consent in removing **Agricultural Produce and Deadstock** for sale following insured damage

We will not pay for any costs

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

7. 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 £1,000 in respect of any one animal or £2,500 any one claim

8. Temporary Removal

We will pay **You** for **Consequential Loss** as a result of **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

9. Unspecified Customers

We will pay **You** for **Consequential Loss** as a result of **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

10. Unspecified Suppliers

We will pay **You** for **Consequential Loss** as a result of **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

11. Contractors

We will pay **You** for **Consequential Loss** as a result of **Damage** to property situated in the **Territorial Limits** not in the occupation of **You** where **You** are carrying out a contract

12. Accidental Failure of Public Utilities

We will pay **You** for accidental failure of the public service of water gas or electricity at the terminal point of the service feed to the **Premises** excluding **Consequential Loss**

- a) where such failure is for a period less than 12 hours
- b) the deliberate act of any public service supplier or by the exercise by any public service supplier of its power to withhold or restrict supply of services
- c) as a result of any fault in any part of **Your** installation at the **Premises**
- d) any amount exceeding 20% of the sum insured by this Section or £100,000 whichever is the less

13. 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 as in force 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

- a) the difference between
 - i) the Accounts Receivable and
 - ii) the total of the amounts received and tracedor
- b) £5,000
whichever is the lesser amount

It is a **Condition Precedent** to **Our** liability to make any payment under Accounts Receivable extension that the loss is not more specifically insured in this Section

14. Worrying of Livestock

This Part automatically extends to cover worrying of live cattle, horses, pigs, goats and working dogs by dogs, foxes or vermin excluding worrying by **Your** own dog or dogs subject to the limit in respect of any one animal. It is a **Condition Precedent** to **Our** liability to make any payment under Worrying of Livestock extension that death occurs or destruction on humane grounds is necessary

15. 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 £2,500 in respect of each animal sold nor in the aggregate the sum insured. It is a **Condition Precedent** to **Our** liability to make any payment under Loss on Forced Sale of Dairy Cows extension that such diminution of value shall not include the value of milk which would have been produced during the **Indemnity Period**

16. Murder, Disease and Suicide

We will pay **You** for **Consequential Loss** resulting from interruption of or interference with the **Business** at the **Premises** as a result of

- a) the occurrence of any of the following specified human infectious or human contagious diseases

Acute Encephalitis	Mumps
Acute Poliomyelitis	Ophthalmia Neonatorum
Anthrax	Paratyphoid fever
Chicken Pox	Plague
Cholera	Rabies
Diphtheria	Rubella
Dysentery	Scarlet Fever
Legionellosis	Smallpox
Legionnaires Disease	Tetanus
Leprosy	Tuberculosis
Leptospirosis	Typhoid Fever
Malaria	Viral Hepatitis
Measles	Whooping Cough
Meningococcal Infection	Yellow Fever

manifested by any person whilst at the **Premises** or within a 25 mile radius of it

- b) murder or suicide at the **Premises**
 c) injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the **Premises**
 d) the discovery of vermin or pests in the building(s) that prevents the use of or part use of the building(s) by order of the public authority
 e) the closing of the whole or part of the **Premises** by order of the public authority as a result of a defect in the drains or other sanitary arrangements at the **Premises**.

This cover will only apply for the period starting with the occurrence of the loss and ending after 12 weeks during which time the results of the **Business** are affected.

The maximum **We** will pay under this extension for any one incident is 25% of the **gross revenue** (or **estimated gross revenue**) shown in **Your** schedule or £100,000 whichever is the less.

17. Bomb Scares

Loss resulting from interruption to or interference with the **Business** at the **Premises** in consequence of the suspected or actual presence of an incendiary or explosion device which commencing during the **Period of Insurance**, prevents or hinders access to the **Premises**, excluding

- a) any loss during the first 12 hours; or
 b) any loss occurring in Northern Ireland

The maximum payable under this extension is £50,000

Exclusions Applicable To Section 3

1. Livestock Exclusion Clause

We will not pay for

- a) **Consequential Loss** resulting from **Damage to Livestock** insured
 - i) in respect of transit for hire or reward
 - ii) where more specific insurance is in place
- b) destruction in compliance with the requirements of any Statute of any order of the Privy Council a Government Department or Local Authority
- c) castration or other surgical operation
- d) unfitness or incapacity to fulfil the functions or duties for which the animal is kept or employed
- e) **Consequential Loss** occasioned by
 - i) 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
 - ii) confiscation or destruction or requisition by order of the government or any public authority
 - iii) **Damage** to horses whilst hunting
- f) **Consequential Loss** resulting from **Damage to Livestock** insured arising from suffocation howsoever caused

SECTION 4 – Employers Liability

Only applicable if this section is shown as operative in the schedule

Definitions Applicable To Section 4

Wherever the following words and phrases appear in this Section they will always have these meanings

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

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** sustained within the **Territorial Limits** during the **Period of Insurance** by any **Employee** arising out of their employment 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
- 4) legal costs and expenses incurred by **You** and at the request of **You** any of **Your** directors or **Employees** with **Our** written consent and costs awarded against **You** or any of **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 the proceedings relate to the health safety or welfare of **Employees**.

We will not pay for

- 1) fines or penalties
- 2) costs and expenses insured by any other Policy

Extensions Applicable To Section 4

1. Cross Liabilities

If more than one Insured is referred to in the Schedule this Section shall apply to each one as if a separate Policy had been issued to each (provided that the total amount of indemnity payable to all parties in respect of damages shall not exceed the Limit of Indemnity)

2. Additional Persons Insured

- a) in the event of the death of any person entitled to indemnity under this Section **We** will indemnify the deceaseds legal personal representatives but only in respect of liability incurred by such deceased person
- b) at **Your** request **We** will indemnify
 - i) 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
 - ii) 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**
 - iii) 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

- iv) any of **You** directors or senior officials in respect of private work undertaken by any **Employee** for the director or senior official

Provided that

- a) each such person shall as though he were **You** observe fulfil and be subject to the terms of this Section
- b) **We** shall retain the sole conduct and control of all claims

3. 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

- a) any of **You** directors partners or proprietors £1,000
- b) any of **Your Employees** £500

4. Unsatisfied Court Judgements

In the event of **Injury** to an **Employee** sustained during the **Period of Insurance** and arising out of their employment by **You** in the course of the **Business** which results in a judgement for damages being obtained by the **Employee** or their 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 their personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that

- a) the judgement for damages is obtained
 - i) in a court of law within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
 - ii) against a company, partnership or individual other than **You** conducting a **Business** at or from premises within the territories described in a) i) above
- b) there is no appeal outstanding
- c) 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**

5. Manslaughter Costs Extension

The indemnity provided by this Section extends to include

- a) legal costs and expenses incurred by **You** or any person entitled to indemnity with the prior written consent of **Us**
 - i) in the course of an investigation into the offence of
 - ii) in defending **You** against criminal proceedings in connection with a charge of
 - iii) in an appeal against any conviction resulting from a prosecution for manslaughter, corporate manslaughter, corporate homicide or culpable homicide as a result of any death happening during the **Period of Insurance** which may be the subject of indemnity under this Section of the Policy
- b) prosecution costs awarded against **You** or any person entitled to indemnity as a result of any conviction for such an offence

Provided always that

- a) The maximum amount payable under this Extension shall not exceed £1,000,000 in all during any one **Period of Insurance**
- b) **We** shall not be liable to make any payment under this Extension in respect of
 - i) 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**
 - ii) fines or penalties or the cost of implementing any remedial order or publicity order
 - iii) an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
 - iv) an appeal against any fine, penalty, remedial order or publicity order
 - v) costs incurred as a result of the failure to comply with any remedial order or publicity order
 - vi) costs and expenses insured by any other Policy
 - vii) any investigation or prosecution brought other than under the laws of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

Memoranda Applicable To Section 4

1. 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

2. 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

Exclusions Applicable To Section 4

1. Vehicles

This Section does not provide any indemnity in respect of any liability for which compulsory motor insurance or security is required under any compulsory Road Traffic Act legislation

2. Radioactive Contamination

So far as concerns the liability of any **Principal** or liability assumed by **You** under agreement and which would not have attached in the absence of such agreement this Section shall not apply to any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof

3. Terrorism

The total amount payable under this Section shall not exceed £5,000,000 in respect of any one Event arising directly or indirectly out of **Terrorism**

SECTION 5 – Public and Product Liability

Only applicable if this section is shown as operative in the schedule

Definitions Applicable To Section 5

Wherever the following words and phrases appear in this Section they will always have these meanings

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

Injury

Bodily injury, death, disease, illness and/or medically recognised psychiatric injury

Pollution and Contamination

- 1) pollution or contamination of buildings or other structures or of water, land or the atmosphere
- 2) loss, damage or bodily **Injury** directly or indirectly caused by such pollution or contamination

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

Part A 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 for Part A

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
 - iv) indemnity unless consent to the appointment has been agreed by **Us**
 - v) 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

Extensions To Part A

1. 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. It is a **Condition Precedent** to **Our** liability to make any payment under Protection of Livestock extension that **You** comply with all conditions set out in Section 9 of the Animal Act 1971 or any amending legislation.

2. Rented Premises

Exclusion 2 b) of Part A of this Section shall not apply to **Premises** leased, let, rented, hired or lent to **You** but indemnity will not apply to legal liability

- a) in respect of loss, destruction or damage under agreement unless liability would have attached to **You** in the absence of such agreement
- b) in respect of 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. 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 A of this Section but indemnity will not apply to legal liability

- a) in respect of loss, destruction or damage to the premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them.
- b) if **You** are entitled to indemnity under any other insurance

4. Contingent Motor Liability

Notwithstanding Exclusion 1 of Part A of this Section **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

- a) in respect of loss, destruction or damage to any such vehicle or to goods conveyed on such vehicle
- b) in respect of **Injury**, loss, destruction or damage arising while such vehicle is being
 - i) driven by **You**
 - ii) 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
 - iii) used elsewhere than in the **Territorial Limits**
- c) in respect of which **You** are entitled to indemnity under any other insurance

5. Obstructing Vehicles

Where any vehicle is causing an obstruction and interfering with the performance of the **Business** **We** will provide an indemnity against legal liability for accidental bodily injury or loss of or damage to property arising from the movement of such vehicle by **You** or **Your Employee** or the application of a wheel clamp to the vehicle. It is a **Condition Precedent** to **Our** liability to make any payment under Obstructing Vehicles extension that

- a) if such obstructing vehicle is being moved on a road within the meaning of the current Road Traffic Act's legislation, such use will be restricted solely to the minimum movement of the vehicle required to obtain to or from **Your Premises**
- b) if a wheel clamp is attached to a vehicle a bold warning notice to this effect will be attached to the windscreen of such vehicle

6. Overseas Personal Liability

We will indemnify **You** and if **You** so request any of **Your** directors or partners or **Employees** or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

The indemnity will not apply to legal liability

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

7. Data Protection Act

We will indemnify **You** for legal costs and expenses incurred with **Our** prior consent, and all sums **You** are required to pay as damages to an individual arising from proceedings brought against **You** under Section 13 of the Data Protection Act 1998.

Provided that

- a) **You** are a registered user in accordance with data protection legislation
 - i) **You** are not in business as a data processing bureau; and
- b) the claimant
 - i) is the subject of personal data that **You** hold; and
 - ii) suffers Damage or distress caused by the inaccuracy, loss, unauthorised destruction, disclosure or access to the data

The most **We** will pay during any **Period of Insurance** is £500,000

Exclusions Applicable To Part A

We will not provide an indemnity

1. 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

2. Property Under Your Control

In respect of loss, destruction of or damage to

- a) property belonging to **You**
- b) 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**

3. 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

4. Groundworks Exclusion

Arising from

- a) the making of sewers or other excavations exceeding in any part a depth of 3 metres from the surface
- b) quarrying, tunnelling, water diversion, dam construction or work within or behind dams

5. Asbestos

- a) in respect of any legal liability for remedying
 - i) any defect or alleged defect
 - ii) the presence of **Asbestos**in any premises disposed of by **You**
- b) any legal liability for mental injury or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to **Asbestos**
- c) any legal liability for the costs of management (including those of any persons under any statutory duty to manage) removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of **Asbestos**

6. Data

In respect of any legal liability for loss of **Data** other than as covered by the Data Protection Extension

Limitations And Conditions To Part A

1. Hot Work Precautions Condition

It is a **Condition Precedent** to **Our** liability to make any payment under Part A Public Liability of Section 5 that the following precautions must be complied with each time that **Hot Work** is undertaken away from **Your Premises**

- a) the area where the work is to be completed will be cleared of all combustibles
- b) 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
- c) 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
- d) 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
- e) no heat producing equipment will be left out of view of its operator or firewatcher whilst lighted or powered or whilst hot
- f) 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

2. Underground Services

It is a **Condition Precedent** to **Our** liability to make any payment under Part A Public Liability of Section 5 that 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

Part B 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 for Part B

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
- 3) 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
 - a) fines or penalties
 - b) costs and expenses insured by any other Policy

Exclusions Applicable To Part B

We will not provide an indemnity

1. 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

2. Rectification Costs

- a) 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**
- b) for any costs incurred in recalling or modifying any **Products Supplied**
- c) 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

Part C Pollution And Contamination Statutory Enforcement Costs

In the event of **Pollution and 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 and Contamination**

- 1) it is a **Condition Precedent** to **Our** liability to make any payment under Part C Pollution and Contamination Statutory Enforcement Costs of Section 5 that 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 Part in respect of all **Pollution and Contamination** which is deemed to have occurred during the **Period of Insurance** shall not exceed £500,000 in all during any one **Period of Insurance**
- 3) any amount payable by reason of this Part shall form part of and not be in addition to the amount of the Limit of Indemnity specified in paragraph b) of Exclusion 6 of this Section
- 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 and Contamination** within the meaning of this Policy that has already occurred
 - c) **Pollution and Contamination** of buildings or other structures or of water or land owned, leased or rented by **You**
 - d) any incident which occurs outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

General Extensions To Section 5

1. Cross Liabilities

If more than one Insured is referred to in the Schedule this Section shall apply to each one as if a separate Policy had been issued to each (provided that the total amount of indemnity payable to all parties in respect of damages shall not exceed the Limit of Indemnity)

2. Additional Persons Insured

- a) 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
- b) at **Your** request **We** will indemnify

- i) 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
- ii) 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**
- iii) 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
- iv) any of **Your** directors or senior officials in respect of private work undertaken by any **Employee** for the director or senior official

It is a **Condition Precedent** to **Our** liability to make any payment under Additional Person Insured extension of Section 5 that

- a) each such person shall as though he were **You** observe fulfil and be subject to the terms of this Section
- b) **We** shall retain the sole conduct and control of all claims
- c) 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

3. 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**

- a) £1,000 for any of **Your** directors partners or proprietors
- b) £500 for any of **Your Employees**

per day for each day attendance is required

4. Manslaughter Costs Extension

The indemnity provided by this Section extends to include

- a) legal costs and expenses incurred by **You** or any person entitled to indemnity with the prior written consent of **Us** in
 - i) the course of an investigation into the potential offence of
 - ii) defending **You** against criminal proceedings in connection with a charge of
 - iii) an appeal against any conviction resulting from a prosecution for manslaughter, corporate manslaughter, corporate homicide or culpable homicide as a result of any death happening during the **Period of Insurance** which may be the subject of indemnity under this Section of the Policy
- b) prosecution costs awarded against **You** or any person entitled to indemnity as a result of any conviction for such an offence
- c) a maximum amount payable of £1,000,000 in all during any one **Period of Insurance**

We will not provide an indemnity for legal liability in respect of

- a) 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**
- b) fines or penalties or the cost of implementing any remedial order or publicity order
- c) an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
- d) an appeal against any fine penalty remedial order or publicity order
- e) costs incurred as a result of the failure to comply with any remedial order or publicity order
- f) costs and expenses insured by any other Policy
- g) any investigation or prosecution brought other than under the laws of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

We will stop providing any cover under this Extension 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

General Exclusions Applicable To This Section

We will not provide indemnity for

1. Aviation and Craft

Legal liability arising out of

- a) work in or on aircraft

- b) 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
- c) the ownership possession or use by **You** or on **Your** behalf of any
 - i) aircraft
 - ii) watercraft (other than watercraft not exceeding 8 metres in length or any hand-propelled boat or pontoon)
- d) **Products Supplied** which to **Your** knowledge are for use in or on any aircraft

2. Injury to Employees

Legal liability in respect of **Injury** to any **Employee**

3. 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

- a) liquidated damages fines or penalties
- b) 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

4. Excess

The amount of **Excess** stated in **Your** Schedule

5. Professional Risks

Legal liability arising out of a breach of a professional duty or service

6. Pollution or Contamination

- a) legal liability in respect of **Pollution and Contamination** other than 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**
All **Pollution and Contamination** which arises out of 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 and Contamination** which is deemed to have occurred during the **Period of Insurance** shall not exceed in the aggregate the amount shown in the Schedule to this Section as the Limit of Indemnity for Part A

7. Genetically Modified Crops

Legal liability arising from or growing or selling of genetically modified crops

General Limitations Applicable To Section 5

1. 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

- a) **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
- b) **We** will not provide indemnity in respect of punitive damages or exemplary damages or aggravated damages or any additional damages resulting from the multiplication of compensatory damages or by way of fines or penalties
- c) **We** will not provide indemnity for **Pollution or Contamination**

2. 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

3. Farm Visits

It is a **Condition Precedent** to **Our** liability to make any payment under Farm Visits extension of Section 5 that thorough hygiene measures are 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.

Memoranda Applicable To Section 5

1. 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.

SECTION 6 – Money

Only applicable if this section is shown as operative in the schedule

Definitions Applicable To Section 6

Wherever the following words and phrases appear in this Section they will always have these meanings

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

Cash bank and currency notes, cheques, postal orders, money orders, crossed bankers drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, credit card company sales vouchers, credit card counterfoils, travellers cheques, travel tickets, VAT purchase receipts, contents of franking machines and in so far as they are not otherwise insured holiday-with-pay stamps, premium savings bonds and luncheon vouchers

Insured Person

Any of **Your Principals** or **Employees** within the age limits of 16 and 70 years inclusive

Permanent Total Disablement

Disablement which having lasted for a continuous period of 12 months is in the opinion of a qualified medical practitioner unlikely to improve and prevents an **Insured Person** from undertaking their usual **Occupation**

Temporary Total Disablement

Disablement which temporarily prevents an **Insured Person** from undertaking their usual **Occupation**

Part A Money

We Will Pay You

- 1) a) for loss of **Business Money** occurring whilst
 - i) in transit
 - ii) at any of **Your Premises**
 - iii) in a night safe at a bank
 - iv) at the residence of any of **Your Principals** or authorised **Employees**
 - v) in the custody of collectors for 24 hours from the time of receipt or until the next working day whichever is the later

anywhere in the **Territorial Limits** up to the Limits of Liability stated in the Schedule to this Section subject to the limit any one loss of crossed cheques, crossed postal orders, crossed money orders, crossed bankers drafts, National Savings Certificates, Credit card company sales vouchers or receipts, National Insurance stamps affixed to cards and VAT purchase receipts being £250,000

- b) for loss, destruction or damage to safes and strongrooms resulting from theft of **Money** or any attempted theft
- 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 up to a limit of liability of £250,000 in total
- 4) for costs necessarily incurred by **You** for the purpose of the **Business** as a direct result of a credit card, charge card, debit card or bank card being lost or stolen and it being fraudulently used by someone other than **You**

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 14 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) for losses occurring outside the **Territorial Limits**
- 6) in respect of credit cards, charge cards, debit cards or bank cards for
 - a) loss by any failure to comply with the terms under which the card was issued
 - b) any card issued personally to an insured person
 - c) losses arising after 48 hours from discovery of the loss of the card
 - d) losses covered in whole or in part by any other insurance
 - e) not more than £3,000 any one claim

Conditions Applicable To Section 6 Part A Money

It is a **Condition Precedent** to **Our** liability to make any payment under Part A Money of Section 6 that

- 1) **You** shall keep a complete record of the amount of **Money** contained in safes or strong rooms and such record shall be deposited in a secure place other than the said safes or strong rooms and be produced as documentary evidence in support of a claim under this Section. The keys of safes or strong rooms 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 strong rooms
- 2) whenever **Money** in transit exceeds the undermentioned amounts it is a requirement of **Your** Policy that it shall be accompanied by not less than the specified number of able bodied persons authorised by **You**
 - a) £3,000 – 2 persons
 - b) £6,000 – 3 persons
 - c) £12,000 – as agreed by **Us** and detailed in the Schedule to this Section

Part B Personal Accident Assault

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 B 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* £10,000
- 2) Total loss or permanent and total loss of use of one or more limbs £10,000*
- 3) Total and irrecoverable loss of all sight in one or both eyes £10,000*
- 4) **Permanent Total Disablement** from engaging in or giving attention to the **Insured Persons** usual profession or occupation £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
- 7) Professional counselling to help **You** or any **Employee** recover from emotional stress resulting from an assault insured by this Section up to £1,000 per **Insured Person** but not more than £5,000 any one incident

*Occurring within 2 years of the event giving rise to the bodily injury

Conditions Applicable To Section 6 Part B Personal Accident Assault

It is a **Condition Precedent** to **Our** liability to make any payment under Part B Personal Accident Assault of Section 6 that

- 1) notice of every injury in respect of which a claim is to be made shall be given to **Us** in writing without undue delay 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 7 – Selected All Risks

Only applicable if this section is shown as operative in the schedule

Definitions Applicable To Section 7

Wherever the following words and phrases appear in the Schedule they will always have these meanings

Europe

Anywhere in Europe

Worldwide

Anywhere in the World

We Will Pay You

For any loss, destruction or damage to any of the Property shown in the Schedule by any accident or misfortune of a fortuitous nature occurring at the location shown in the Schedule in respect of loss, destruction or damage to property – the cost of repair or the current replacement value without deduction for wear and tear provided that all necessary repairs or replacements are carried out without delay

Basis of Claims Settlement

The following claims settlement conditions apply to this Section

- 1) the total amount payable in respect of each item, during any one **Period of Insurance**, for claims under this Section is limited to the sum insured by each item
- 2) underinsurance – if, at the time of loss, destruction or damage, the sum insured represents less than 85% of the full reinstatement cost of the property covered within such sum insured, **We** shall pay only for that proportion of any loss, destruction or damage which the sum insured bears to such cost

Exclusions Applicable to Section 7 Selected All Risks

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) loss, destruction or damage arising from wear and tear or from any process of cleaning or restoring or adjusting or repairing
- 3) loss, destruction or damage arising from or attributable to the action of light or atmosphere, moths, parasites or vermin
- 4) loss by official confiscation or detention
- 5) loss, destruction or 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) loss, destruction or 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) loss, destruction or 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) any other loss resulting from an incident giving rise to a claim under this Section not directly caused by that incident

SECTION 8 – Personal Accident And Sickness And Agricultural Workers ILL–Health Absence Benefits

Only applicable if this section is shown as operative in the schedule

Definitions Applicable To Section 8

Wherever the following words or phrases appear in this Section they will always have these meanings

Agricultural Worker

An employee as defined by the Agricultural Wages Act 1948 and subsequent amending legislation

Deferment Period

The initial period of temporary disability during which **We** will not pay the benefit under insured perils 5, 6 & 7. This period will be stated in **Your** Schedule

Injury

Accidental bodily injury (not consisting solely of illness, disease or disorder) caused solely and directly by violent, accidental, external and visible means resulting directly and independently of any other cause within two years in death, loss or disablement as described in the Schedule of Benefits

This definition includes

- 1) unavoidable exposure to the elements
- 2) accidental drowning, gassing or poisoning
- 3) injury sustained whilst lawfully arresting or detaining or assisting to arrest or detain a criminal or suspected criminal

Insured Person(s)

The person(s) specified in **Your** schedule (Individual) or all **Your Principals**, partners, directors or **Employees** who are under a contract of service or apprenticeship with **You** unless otherwise specified (Group)

Loss of Limb

Loss by permanent severance or permanent loss of use at or above the ankle or wrist

Loss of Sight Hearing or Speech

Total and irrecoverable loss of

- 1) all sight, in one or both eyes
- 2) hearing; or
- 3) speech

Medical Expenses

Those expenses necessarily incurred by an **Insured Person** for medical, surgery, manipulative, massage, therapeutic, x-ray or nursing treatment including the cost of medical supplies and ambulance hire but excluding the cost of board and lodging

Permanent Total Disablement

Disablement which having lasted for a continuous period of 12 months is in the opinion of a qualified medical practitioner unlikely to improve and prevents an **Insured Person** from undertaking their usual occupation

Sickness

Sickness and disease resulting within two years of its commencement in paralysis, loss or disablement

Temporary Partial Disablement

Disablement which temporarily prevents the **Insured Person** from undertaking a substantial part of their usual occupation

Temporary Total Disablement

Disablement which temporarily prevents an **Insured Person** from undertaking their usual Occupation

Cover

Personal Accident and Sickness

Where during the **Period of Insurance** an **Insured Person** sustains **Injury** or **Sickness** in accordance with the terms of this Section **We** will pay **You** the benefits stated in **Your** Schedule

It is a **Condition Precedent** to **Our** liability to make any payment under Cover Personal Accident and Sickness of Section 8 that all compensation shall not exceed in total

- 1) the amount stated in the Schedule 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

If **We** have made any payment for weekly benefit under insured event 5 or 6 **We** will take this amount from any capital benefit **We** later pay for the accident

In the event that limitation 2) applies the Benefits payable will be reduced proportionally between the **Insured Persons**

Benefit Scale

Injury occurring anywhere in the World during the **Period of Insurance** resulting within two years in

		Benefit Shown in Your Schedule
Permanent Total Disablement		100%
Loss of Sight		100%
Loss of Speech		100%
Loss of Hearing in both ears		100%
Loss of Hearing in one ear		50%
Loss by permanent severance or the total and permanent loss of use of	Any one limb	100%
	A thumb (at least one complete bone)	20%
	Any finger or big toe (at least one complete bone)	10%
	Any other toe (at least one complete bone)	5%
Temporary Total Disablement		As stated in Your Schedule
Temporary Partial Disablement		As stated in Your Schedule

Benefit for any permanent disability not noted above will be calculated by **Us** with reference to a medical assessment of the degree of disability relative to the above scale without reference to any occupation provided that

- 1) the total payable shall not exceed 100% of the benefit for each **Insured Person** as the result of any one **Injury**
- 2) if the benefit is payable for the loss of or loss of use of a whole limb then benefits for parts of that limb cannot also be claimed

Any existing disability will be taken into account in assessing benefits payable in respect of any subsequent **Injury**

Agricultural Workers ILL–Health Absence Benefits

Cover

Where during the **Period of Insurance**

- 1) an **Agricultural Worker** is absent from work as a result of **Sickness** or **Injury** or any other medical condition which a registered medical practitioner has certified in writing and this renders it necessary that the worker be absent from work or
- 2) an **Agricultural Worker** is absent from work as a consequence of a statement being provided in writing by a registered medical practitioner to the effect that the worker should not work because of a contagious or infectious disease

We will pay **You** the greater of

- 1) the National Living Wage or
- 2) the National Minimum Wage or
- 3) the Agricultural Minimum Wage
- 4) payment as calculated under the appropriate Agricultural Wages Board order

per hour of work missed up to a maximum of the workers contractual hours of work per week or 39 hours, whichever is the lesser for a maximum of 13 weeks per **Employee** in any one **Period of Insurance** minus any payments made for Statutory Sick Pay (SSP) excluding

- 1) the first 3 days of a period of absence
- 2) where statutory maternity pay within the meaning of the Social Security Contributions and Benefits Act 1992 is payable
- 3) days that are remunerated holiday
- 4) workers in legal custody
- 5) absences arising from intentional self-inflicted injury or the consumption of alcohol or a controlled drug (within the meaning of the Misuse of Drugs Act 1971 (b))

Memoranda Applicable To Section 8 Agricultural Workers ILL–Health Absence Benefits

It is a **Condition Precedent** to **Our** liability to make any payment under Agricultural Workers ILL–Health Absence Benefits of Section 8 that on the happening of any event which may give rise to a claim **You** shall

- 1) for periods of sickness lasting 4, 5 or 6 days provide either
 - a) a written statement signed from the **Employee** stating the reason for their absence or
 - b) a medical certificate advising the **Employee** to refrain from work due to sickness or injury or
 - c) a certificate of admission to hospital
- 2) for periods of sickness of 7 days or more provide either
 - a) a medical certificate advising the **Employee** to refrain from work due to sickness or injury or
 - b) a certificate of admission to hospital

the period of an absence shall not include any day on which the **Employee** is not contractually obliged to work or which is a holiday

Extensions Applicable To Section 8

1. Disappearance

If the **Insured Person(s)** disappear during the **Period of Insurance** and remain missing for more than 12 months **We** will pay the Death benefit shown in the Schedule to this Section providing sufficient evidence is produced to show that death of the **Insured Person** was likely to have been caused by **Injury**. In the event of a claim payment being made under this clause and the **Insured Person(s)** being found to be alive **You** shall refund the said payment to **Us**

2. Hi–Jack/Kidnap/Unlawful Detention

If the **Insured Person** shall be the subject of a hi–jack or any attempted hi–jack kidnap or unlawful detention and shall be under the control of the person(s) making such hi–jack kidnap or unlawful detention anywhere in the world **We** shall pay an amount of £50 for each day or part of a day that the **Insured Person** is so detained up to a maximum period of 30 days in respect of any one claim

3. Medical Expenses

In respect of **Sickness or Injury We** will pay for **Medical Expenses** necessarily incurred up to 10% of the total amount payable under benefits 1–3 as shown on the schedule of insurance or up to 25% of the amounts paid under benefits 5,6 and 7 as shown on the schedule of insurance whichever is the greater or in any event the amount incurred not exceeding £10,000 for each **Insured Person**

Exclusions To Section 8 (not applicable in respect of Agricultural Workers ILL–Health Absence Benefits)

We will not pay benefits

- 1) in respect of **Injury**
 - a) caused by engaging in or practising for
 - i) aeronautics or aviation other than as a fare paying passenger of a properly licensed passenger aircraft
 - ii) racing on wheels or on horseback, motor cycling or pillion riding or underwater activities involving the use of breathing apparatus
 - iii) mountaineering, rock climbing or potholing
 - iv) any sport undertaken in a professional or semi–professional basis
 - v) operational duties as a member of the Armed Forces
 - b) caused by self inflicted injuries (other than in an attempt to save life) or suicide

- c) for insured benefit 6 (**Temporary Partial Disablement**) for any amount over 50% of the maximum weekly benefit underwriters will pay under Benefit 5
- 2) in respect of **Sickness or Injury**
 - a) resulting from any existing physical or mental **Sickness or Injury** or defect or other condition which the **Insured Person**
 - i) was aware at the inception or renewal of this insurance or
 - ii) was aware prior to including that **Insured Person** on this insurance or
 - iii) has suffered in the 12 months immediately preceding the inception or renewal of this insurance unless it has been declared to and been specifically accepted by **Us**
 - b) sustained whilst under the influence of or disablement due wholly or partly to the effects of alcohol or drugs other than drugs taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner but not for the treatment of drug addiction
 - c) arising directly or indirectly from war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or civil commotion assuming the proportions of or amounting to an uprising military or usurped power
it is agreed that this Exclusion shall not apply in the event of an **Insured Person** sustaining **Injury** whilst on a journey outside their normal country of domicile which commenced prior to the outbreak of war
 - d) any **Insured Person** over 75 years old or over 65 years old in respect of **Sickness** cover unless noted on **Your** schedule
 - e) for the amount of the **Excess or Deferment Period** as shown in the Schedule to this Section

SECTION 9 – Goods In Transit

Only applicable if this section is shown as operative in the schedule

Definitions Applicable To Section 9

Wherever the following words and phrases appear in this Section they will always have these meanings

Any One Event

Any one occurrence or series of occurrences attributable to one original cause

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 maximum **We** will pay in respect of **Property** on any one **Vehicle**

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 immediately prior to loading and continues until the **Property** is placed in position (excluding erection dismantling or installation) at destination including loading and unloading

Basis Of Claims Settlement

We will pay **You** for the invoice value, sale or re-sale value of **Property** at the time of the loss or **We** may repair, replace or reinstate **Property** lost or damaged. If the lost or damaged property is not new, **We** will deduct a reasonable amount for wear, tear and depreciation as part of the claims settlement. In the event of loss of or damage to any machinery or equipment, which when complete for sale or use, consists of several separate parts, **We** will only pay for the part or parts actually lost or damaged, including any replacement charges

The maximum **We** will pay for **Any One Event** shall be the the **Vehicle Sum Insured** as shown in the Schedule

In addition to the **Vehicle Sum Insured** shown in **Your** Schedule **We** will also pay **You**

- 1) **Expenses** reasonably incurred by **You** in
 - a) 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
 - b) 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
 - c) reloading onto the **Vehicle** any **Property** which has fallen from the **Vehicle**
 - d) resecuring the **Property** where there is dangerous movement of the load in transit up to an amount not exceeding £2,500 for **Any One Event**
- 2) 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 £2,500
- 3) 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 or telecommunications equipment or clothing, watches and jewellery following a claim under this Section that **We** have agreed to pay

Conditions Applicable To Section 9

1. Your Duty of Care

It is a **Condition Precedent** to **Our** liability to make any payment under Section 9 Goods in Transit that **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. **You** must also take reasonable care when selecting **Employees**

2. 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**

3. 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 Applicable To Section 9

1. Travellers Samples

We will pay **You** for loss, destruction or damage to travellers samples relating to the **Business** shown in the Schedule to this Section

2. 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. It is a **Condition Precedent** to **Our** liability to make any payment under Stockroom and Hotel extension that they remain in the custody and control of **You** or **Your Employees**

3. 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 **We** will pay up to £20,000 under this extension for **Any One Event**

4. 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 **We** will pay up to £20,000 under this extension for **Any One Event**

5. 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

- a) loss, destruction or damage due to atmospheric climatic or weather conditions of any kind or due to flood
- b) loss, destruction or damage to machinery due to its own running or operation
- c) breakage of china, glass or scientific instruments or any other **Property** of a brittle or fragile nature unless resulting from fire

Exclusions To Section 9

These exclusions apply to the whole Section

We will not pay for

- 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 other indirect or consequential loss
- 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) loss, destruction or damage from theft or attempted theft from the vehicle(s) which has been left unattended unless such vehicle(s) has been securely locked other than when on **Your** own **Premises**
- 8) the **Excess** stated in **Your** schedule
- 9) **Property** carried for hire or reward unless stated on **Your** schedule

SECTION 10 – Legal Expenses

Only applicable if this section is shown as operative in the schedule

DAS Legal Expenses Insurance Company Limited (**'DAS'**) is the underwriter and provides the legal protection insurance under Section 10 of **your** Policy. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**.

WHEN YOU NEED TO MAKE A CLAIM

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this Policy, phone **us** on **0344 893 6917** and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next.

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.

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH

Registered in England and Wales, number 103274. Website: **www.das.co.uk**

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, **www.fscs.org.uk**

DAS Law Limited Head and Registered Office:

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL

Registered in England and Wales, number 5417859. Website: **www.daslaw.co.uk**

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

Part A – Family Legal Protection

ONLINE LAW GUIDE AND DOCUMENT DRAFTING

You can find plenty of useful legal advice and guidance for dealing with legal issues on **our** website, **www.dashouseholdlaw.co.uk**. **You** can also buy legal documents from the site, ranging from simple consumer complaint letters to wills.

HELPING YOU WITH YOUR LEGAL PROBLEMS

If **you** wish to speak to **our** legal teams about a legal problem, please phone **us** on **0344 893 6917** quoting reference **TS3/6886899**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to give **you** legal advice.

OUR AGREEMENT

We agree to provide the insurance described in this Policy, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out Part A Family Legal Protection, 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**

3. any legal proceedings, or any other proceeding to resolve the insured incident 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, provided that:

- a) the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000
- b) 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
- c) 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
- d) 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, and
- e) 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

In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.

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 quote **your** Policy reference TS3/6886899.

LEGAL ADVICE SERVICE Call 0344 893 6917

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 6917

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.

HEALTH AND MEDICAL INFORMATION SERVICE Call 0344 893 6917

We will give **you** information over the phone on general health issues and advice on a wide variety of medical matters. **We** can provide information on what health services are available in **your** area, including local NHS dentists.

Health and medical information is provided by qualified nurses 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. 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**.

This helpline is open 24 hours a day, seven days a week.

We cannot accept responsibility if the helpline services are unavailable for reasons **we** cannot control.

THE MEANING OF WORDS IN THIS POLICY

The following words have these meanings wherever they appear in this Policy in bold:

Appointed representative

The **preferred law firm**, law firm, accountant or other suitably qualified person **we** will appoint to act on **your** behalf.

Costs and expenses

- a) All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **DAS Standard Terms of Appointment**.
- b) The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.

Countries covered

- a) For insured incidents 2 Contract disputes (excluding 2 (c) and 2 (d)) and 3 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.
- b) For all other insured incidents:
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and 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).

Date of occurrence

- a) 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** first became aware of it.)
- b) For criminal cases, the date **you** began, or are alleged to have begun, to break the law.
- c) For insured incident 6 Tax protection, the date when HM Revenue & Customs first notifies **you** in writing of its intention to make an enquiry.

Identity theft

The theft or unauthorised use of **your** personal identification which has resulted in the unlawful use of **your** identity.

Period of insurance

The period for which **we** have agreed to cover **you**.

Preferred law firm

A law firm or barristers' chambers **we** choose to provide legal services.

These legal specialists are chosen as they have the proven expertise to deal with **your** 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

For civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.

We, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

You, your

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.

INSURED INCIDENTS

For advice and to make a claim call 0344 893 6917

1. EMPLOYMENT DISPUTES

What is covered

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.

2. CONTRACT DISPUTES

What is covered

A dispute arising from an agreement or an alleged agreement which **you** have entered into in a personal capacity for:

- c) buying or hiring in goods or services
- d) selling goods
- e) renting **your** principal home as a tenant
- f) buying or selling **your** principal home.

Please note that the amount in dispute must be more than £100 (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 (other than disputes arising from **you** buying or selling **your** principal home or **you** renting **your** principal home as a tenant). 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**

3. PERSONAL INJURY

What is covered

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).

4. CLINICAL NEGLIGENCE

What is covered

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.

5. PROPERTY PROTECTION

What is covered

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 £100. *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 over, 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 restrictions 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**.

6. TAX PROTECTION

What is covered

A comprehensive examination by HM Revenue & Customs that considers all areas of **your** self 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.

7. JURY SERVICE AND COURT ATTENDANCE

What is covered

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 9 **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.

8. LEGAL DEFENCE

What is covered

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:
 - (i) discrimination legislation
 - (ii) Section 13 of the Data Protection Act 1998.

What is not covered

Any claim relating to **you** driving a motor vehicle.

9. IDENTITY THEFT PROTECTION

What is covered

- 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 unauthorised use of **your** identity.

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.

POLICY EXCLUSIONS

We will not pay for the following:

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** not otherwise dealt with under Policy condition 8.

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 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.

9. Litigant in person

Any claim where **you** are not represented by a law firm, barrister or tax expert.

POLICY CONDITIONS

1. Your legal representation

- a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** 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** 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 to act as the **appointed representative**.
- c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. 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

- a) **You** must co-operate fully with **us** and the **appointed representative**.
b) **You** must give the **appointed representative** any instructions that **we** ask **you** to.

3. Offers to settle a claim

- a) **You** must tell **us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **our** written consent.
b) If **you** do 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** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle any claim in **your** name. **You** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.

4. Assessing and recovering costs

- a) **You** must instruct the **appointed representative** to have **Costs and expenses** taxed, assessed or audited if **we** ask for this.
b) **You** 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** with good reason, or if **you** dismiss the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

6. Withdrawing cover

If **you** settle or withdraw a claim without **our** agreement, or do not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from **you** 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. Alternatively there is a separate arbitration process. The arbitrator will be a barrister 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.

9. Keeping to Section 10 Part A Family Legal Protection Terms You must:

- a) keep to the terms and conditions of Section 10 Part A Family Legal Protection
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
f) **us** any information **we** need.

10. Cancelling

You can cancel this Policy by telling **us** within 14 days of taking it out. Provided no claims have been made within that period, the person who sold **you** this Policy will give **you** a full refund of the premium.

You may also cancel this Policy at any time afterwards as long as **you** tell **us** at least 14 days beforehand.

We can cancel this Policy at any time as long as **we** tell **you** at least 14 days beforehand.

11. Fraudulent claims

We will, at **our** discretion, void the Policy (make it invalid) from its start date or from the date of claim, or alleged claim, or **we** will not pay the claim if:

- a) a claim **you** 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.

Where the above circumstances apply, as part of **our** fraud prevention measures **we** will, at **our** discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

12. 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.

13. 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.

14. 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 **you** normally live. 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

To provide and administer the legal advice service and legal expenses insurance **we** must process **your** personal data (including sensitive personal data) that **we** collect from **you** in accordance with **our** Privacy Policy.

To do so, **we** may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the **DAS** UK Group. To give **you** legal advice, **we** may have to send the information outside the European Economic Area.

In doing this, **we** will comply with the Data Protection Act 1998. Unless required by law or by a professional body, **we** will not disclose **your** personal data to any other person or organisation without **your** written consent.

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at **our** **DAS** Head Office address – please see page 73.

HOW TO MAKE A COMPLAINT

We always aim to give **you** a high quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** **DAS** Head Office address – please see page 73.

Or **you** can phone **us** on 0344 893 9013 or email **us** at customerrelations@das.co.uk
Details of **our** internal complaint-handling procedures are available on request.

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at:
Exchange Tower | London | E14 9SR

You can also contact them on: 0800 023 4567 (free from mobile phones and landline), 0300 123 9123 or email them at complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. **You** can contact the Legal Ombudsman Service at: PO Box 6806 | Wolverhampton | WV1 9WJ. **You** can also contact them on 0300 555 0333 or email them at enquiries@legalombudsman.org.uk
Website: www.legalombudsman.org.uk

Using these services does not affect **your** right to take legal action

Part B – Commercial Legal Expenses

EMPLOYMENT MANUAL

Visit 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 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 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

Using 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, 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

HELPLINE SERVICES

LEGAL ADVICE SERVICE

Call 0344 893 6917

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

TAX ADVICE SERVICES

Call 0344 893 6917

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 0344 893 6917

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 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.

THE MEANING OF WORDS IN PART B COMMERCIAL LEGAL EXPENSES

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.

business

As shown in the Policy schedule.

business premises

As shown in the Policy schedule.

costs and expenses

- (a) All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **DAS Standard Terms of Appointment**.
- (b) 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

- (a) For insured incidents Legal defence (excluding 5 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.
- (b) For all other insured incidents
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

DAS Standard Terms of Appointment

The terms and conditions (including the amount **we** will pay to an **appointed representative**) of Appointment 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

- a) 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.)
- b) For criminal cases, the date the **insured person** began, or is alleged to have begun, to break the law.
- c) 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.
- d) 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 disputes**, the date the dispute arises during the **period of insurance**.
- e) For insured incident Legal defence 5 Statutory notice appeals, the date when the **insured person** is issued with the relevant notice and has the right to appeal.

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.

insured person

You and the directors, partners, managers, employees and any other individuals declared to **us** by **you**.

period of insurance

The period for which **we** have agreed to cover the **insured person**.

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

- (a) For civil cases, the prospects that 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 or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **preferred law firm** or tax consultancy on **our** behalf, will assess whether there are **reasonable prospects**.
- For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.

tax enquiry

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

- (i) includes a request to examine any aspect of **your** books and records; or
- (ii) advises of a check of **your** whole tax return.

the premises

The property or properties which are owned by **you** or are **your** responsibility and insured as declared to us and let under a tenancy agreement which is in writing, properly executed and containing an enforceable forfeiture clause.

VAT dispute

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

The **business** that has taken out this Policy (shown as the Policyholder in the Policy schedule).

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. during the currency of a previous equivalent legal expenses insurance Policy, provided that:
 - a) the previous legal expenses insurance Policy required **you** to report claims during its currency,
 - b) **you** could not have notified a claim previously as **you** could not have reasonably been aware of the insured incident
 - c) cover has been continuously maintained in force
 - d) **we** will not cover any claim that should have been covered under a previously operative legal expenses insurance Policy
 - e) the available limit of indemnity shall be limited to the lesser of the sums payable under this or **your** previous Policy
4. any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**, and
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 resulting from one or more event arising at the same time or from the same originating cause is £100,000
2. 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
3. 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
4. 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
5. 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

6. in respect of Legal defence 6 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.

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. The total of the compensation awards payable by **us** shall not exceed £1,000,000 in any one **period of insurance**.
3. The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT). 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.

EMPLOYMENT DISPUTES AND COMPENSATION AWARDS

1. Employment disputes

What is covered

Costs and expenses to defend **your** legal rights:

- a) before the issue of legal proceedings in a court or tribunal:
 - (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:

1. unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this Policy:
 - a) any dispute where the originating cause of action arises within the first 90 days of the commencement of this Policy;
 - b) any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this Policy if the **date of occurrence** was within the first 180 days of the commencement of this Policy;
 - c) any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the commencement of this Policy
2. damages for personal injury or loss of or damage to property
3. Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations.

2. Compensation awards

What is covered

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

in respect of a claim **we** have accepted under insured incident 1 Employment disputes and compensation awards.

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 above)
- 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 £1,000,000 in any one **period of insurance**. Please see **What we will not pay 2**.*

What is not covered

1. Any compensation award relating to the following:
 - trade union activities, trade union membership or non-membership;
 - pregnancy or maternity rights, paternity, parental or adoption rights;
 - health and safety related dismissals brought under Section 44 of the Employment Rights Act 1996;
 - statutory rights in relation to trustees of occupational pension schemes.
2. Non-payment of money due under a contract of employment or a statutory provision.
3. Any award ordered because **you** have failed to provide relevant records to employees under National Minimum Wage legislation.
4. A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.
5. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

3. Employee civil legal defence

What is covered

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

What is covered

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

1. Criminal pre-proceedings cover

What is covered

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.

What is not covered

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

What is covered

Following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction.

*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.*

3. Data protection and Information Commissioner registration

What is covered

- a) If civil action is taken against the **insured person** for compensation under Section 13 of the Data Protection Act 1998. **We** will also pay any compensation award made against the **insured person** under Section 13 of the Data Protection Act 1998.
- b) In an appeal against the refusal of the Information Commissioner to register **your** application for registration.

Please note we will not cover the cost of fines imposed by the Information Commissioner. Please see Section 10 Part B Commercial Legal Protection exclusions 3.

4. Wrongful arrest

What is covered

If civil action is taken against **you** for wrongful arrest or malicious prosecution alleged to have been carried out during the **period of insurance**.

5. Statutory notice appeals

What is covered

In an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting **your business**.

What is not covered

1. 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

- a Statutory Notice issued by an **insured person's** regulatory or governing body.

6. Jury service and court attendance

What is covered

An **insured person's** absence from work:

- to perform jury service
- 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.

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
- at the time of the insured incident, **you** have registered with the Information Commissioner in respect of insured incident 3 Data protection and Information Commissioner registration
- you** request **us** to provide cover for the **insured person**.

STATUTORY LICENCE APPEAL

What is covered

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:

- 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
- the ownership, driving or use of a motor vehicle.

CONTRACT DISPUTES

What is covered

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:

- the amount in dispute exceeds £250 (incl VAT). If the amount in dispute exceeds £5,000 (incl VAT), **you** will be responsible for the first £500 of **Costs and expenses** in each and every claim
- if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 (incl VAT)
- if the dispute relates to money owed to **you**, a claim under the Policy is made within 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 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.
 - 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)
 - 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
 - a loan, mortgage, pension, guarantee or any other financial product and chooses in action
 - 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**
4. a dispute which arises out of the:
 - sale or provision of computer hardware, software, systems or services; or
 - 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

What is covered

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
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**.

PERSONAL INJURY

What is covered

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.

DEBT RECOVERY

What is covered

A dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

- a) *the debt exceeds £250 (incl VAT)*
- b) *a claim is made within 90 days of the money becoming due and payable*
- c) **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.*

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 Policy, any debt arising from an agreement entered into prior to the start of the Policy if the debt is due within the first 90 days of the cover provided by the Policy
2.
 - a. the settlement payable under an insurance Policy
 - b. the sale, purchase, terms of a lease, licence, or tenancy of land or buildings
 - 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 which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services
4. the recovery of money and interest due from another party where the other party indicates that a defence exists
5. any dispute which arises from debts **you** have purchased from a third party.

TAX PROTECTION

What is covered

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. Please see **Our** agreement.*

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.

- Any claim relating to import or excise duties and import VAT.
- Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

TENANCY DISPUTES

What is covered

Costs and expenses to pursue **your** legal rights in respect of a dispute between **you** and **your** landlord relating to premises leased or rented by **you**.

COMMERCIAL AND RESIDENTIAL LEASED OR LET PROPERTY

Dilapidations and maintenance

Costs and expenses to pursue **your** legal rights:

- In 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 premises**, excluding repossession, recovery of money and dilapidations; or
- In a dispute relating to dilapidations to **the premises**
Provided that:
 - the amount in dispute relating to dilapidations exceeds £1,000
 - prior to the tenancy beginning, a detailed inventory, which notes the condition of all items on the inventory is prepared by **you**
 - after the tenant has vacated **the premises**, a detailed Schedule of Dilapidations is prepared by **you**.

Repossession

- Costs and expenses** to pursue **your** legal rights to obtain possession of **the premises**, provided that, where appropriate, all statutory and contractual notices have been correctly served by **you** on the tenant

What is not covered under Commercial and residential leased or let property cover

- Unless equivalent legal expenses insurance was continuously in force immediately prior to inception of this policy, any claim where the originating cause of action arises within 90 days of the start of this cover.
- A dispute arising from or relating to:
 - the negotiation, review or renewal of the lease or tenancy agreement
 - any matter relating to service charges
 - 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
 - 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
 - any planning application, review or decision
 - mining subsidence.
- Any claim relating to:
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.

PUBLIC RIGHTS OF WAY

What is covered

Costs and expenses in opposing a definitive map modification order made by a surveying authority under s.53 (92) Wildlife and Countryside Act 1981.

Please note that the maximum amount payable under this Section is £100,000 as per point 1, WHAT WE WILL PAY.

BASIC PAYMENT SCHEME PROTECTION

What is covered

Costs and expenses to represent the **insured person's** legal rights at a Stage 2 or Stage 3 appeal with the Rural Payments Agency over monies due under the Basic Payment Scheme under the Common Agricultural Policy Basic Payment and Support Schemes (Appeals) Regulations 2004.

Please note that the maximum amount payable under this Section is £100,000 as per point 1, WHAT WE WILL PAY.

SECTION 10 PART B COMMERCIAL LEGAL PROTECTION EXCLUSIONS

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.

Costs we have not agreed

Costs and expenses incurred before **our** written acceptance of a claim.

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 and Legal defence.

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**.

Intellectual property rights

Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

Deliberate acts

Any insured incident deliberately or intentionally caused by an **insured person**.

Franchise or agency agreements

Any claim relating to rights under a franchise or agency agreement entered into by **you**.

A dispute with DAS

A dispute with **us** not otherwise dealt with under Policy condition 8.

Shareholding or partnership disputes

Any claim relating to a shareholding or partnership share in the **business** shown in the Policy schedule.

Judicial review

Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

Nuclear, War and Terrorism Risks

- 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, 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 by the Terrorism Act 2000;
- d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Bankruptcy

Any claim where either at the start of, or during the course of a claim, **you**:

- a) are declared bankrupt
- b) have filed a bankruptcy petition
- c) have filed a winding-up petition
- d) have made an arrangement with **your** creditors
- e) have entered into a deed of arrangement
- f) are in liquidation
- g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.

Group or Class Actions

Any claim where legal action resulting from one or more event arising at the same time or from the same originating cause which could lead to the court making a Group Litigation Order.

Defamation

Any claim relating to written or verbal remarks that damage the **insured person's** reputation.

Calendar date devices

Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

Litigant in person

Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

SECTION 10 PART B COMMERCIAL LEGAL PROTECTION CONDITIONS

Your representation

- a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm** or **tax consultancy** 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**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. 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.

Your responsibilities

An **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.

Offers to settle a claim

- a) 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 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 an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **insured person** must allow **us** to take over and pursue or settle a claim in their name. 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 an **insured person** must give **us** all the information and help **we** need to do so.

Assessing and recovering costs

- a) An **insured person** must instruct the **appointed representative** to have **Costs and expenses** taxed, assessed or audited if **we** ask for this.
- b) 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.

Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if 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**.

Withdrawing cover

If 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.

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.

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 and **you** are a small **business**, **you** can contact the Financial Ombudsman Service for help. Details available from www.financial-ombudsman.org.uk. Alternatively there is a separate arbitration process (this applies to all sizes of **business**). The arbitrator will be a barrister 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.

Keeping to the Policy terms

An **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.

Cancelling the Policy

You can cancel this Policy by telling **us** at any time as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this Policy at any time as long as **we** tell **you** at least 14 days beforehand. Subject to the terms of **business** between **you** and the person who sold **you** this Policy, **you** may be entitled to a partial refund of the premium. It is important to note that charges may apply to any refund subject to the individual terms of **business** between **you** and the person who sold **you** this Policy. Please contact them directly for full details of charges.

Fraudulent claims

We will, at **our** discretion, void the Policy (make it invalid) from the date of claim, or alleged claim, or **we** will not pay the claim if:

- a) a claim the **insured person** has made to obtain benefit under this Policy is fraudulent
- b) a false declaration or statement is made in support of a claim

Where the above circumstances apply, as part of **our** fraud prevention measures **we** will, at **our** discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

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

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.

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

To provide and administer the legal advice service and legal expenses insurance **we** must process **your** personal data (including sensitive personal data) that **we** collect from **you** in accordance with **our** Privacy Policy.

To do so, **we** may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the **DAS** UK Group. To give **you** legal advice, **we** may have to send information outside the European Economic Area.

In doing this, **we** will comply with the Data Protection Act 1998. **We** will not disclose **your** personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations, or for the prevention and detection of crime, including fraud and financial sanctions. To prevent and detect crime **we** may use and share **your** data with other organisations and public bodies, including the police and anti-fraud organisations.

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at **our DAS** Head Office address – please see page 73.

HOW TO MAKE A COMPLAINT

We always aim to give **you** a high quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our DAS** Head Office address – please see page 73.

Or **you** can phone **us** on 0344 893 9013 or email **us** at customerrelations@das.co.uk
Details of **our** internal complaint-handling procedures are available on request.

If **you** are still not satisfied and are a small **business**, **you** can contact the Insurance Division of the Financial Ombudsman Service at:
Exchange Tower | London | E14 9SR

You can also contact them on: 0800 023 4567 (free from mobile phones and landlines), 0300 123 9123 or email them at complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. **You** can contact the Legal Ombudsman Service at: PO Box 6806 | Wolverhampton | WV1 9WJ

You can also contact them by telephone on 0300 555 0333 or email them at enquiries@legalombudsman.org.uk
Website: www.legalombudsman.org.uk

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

YOUR IMPORTANT INFORMATION

LEGAL ADVICE HELPLINE

Call 0344 893 6917 when **you** require legal advice

CLAIMS HELPLINE

Call 0344 893 6917 when **you** need to make a claim

TAX ADVICE SERVICE

Call 0344 893 6917 when **you** require tax advice

COUNSELLING SERVICE

Call 0344 893 9012 for confidential counselling

DASBUSINESSLAW

Visit www.dasbusinesslaw.co.uk for online legal advice and documents. When registering, please enter the following code which will provide **you** with access to a range of free documents: DAS472301

DAS EMPLOYMENT MANUAL

Visit www.das.co.uk and click on the Employment Manual icon.

SECTION 11 – Contractors All Risks Single Contract

Only applicable if this section is shown as operative in the schedule

Definitions Applicable To Section 11

Where the following words appear in this Section they will always have the following meanings

Constructional Plant and Equipment

Constructional plant, tools, scaffolding and equipment which is **Your** property for use in connection with the Contract

Employees Tools

Employees tools and other personal effects for which **You** are responsible. All intended for use in connection with the Contract whilst on or adjacent to the site of the Contract

Hired in Plant

Property hired in by **You** for use in connection with the Contract

The Permanent or Temporary Works

The Permanent or Temporary Works executed in performance of the Contract and Materials for use in connection with the Permanent or Temporary Works

Temporary Buildings

Site huts and temporary buildings office furniture fixtures and fittings which is **Your** property for use in connection with the Contract

We Will Pay You

The value of the property described in the Schedule at the time of loss, destruction or damage or at **Our** option reinstate or repair such property or any part of it

We will also reimburse costs and expenses necessarily incurred by **You** with **Our** consent for

- 1) removing debris
- 2) dismantling or demolishing
- 3) shoring up, propping and fencing off
- 4) clearing or repairing drains and service mains on site
- 5) architects, surveyors and consultants fees in connection with the reinstatement of the **Permanent and Temporary Works** consequent upon its loss, destruction or damage but not for preparing any claim

Our liability shall not exceed the sum insured or limit of liability shown in the Schedule

Conditions Applicable To Section 11

1. Reasonable Precautions

It is a **Condition Precedent** to **Our** liability to make any payment under Section 11 that **You** shall take all reasonable precautions to safeguard the property insured and to prevent loss, destruction or damage including any additional precautions necessary as the result of partial or total cessation of work by **You** at any Contract site. If **You** do not **You** may lose **Your** right to indemnity under Section 11

Extensions Applicable To Section 11

1. Sub-Contractors

In respect of any Contract awarded under the JCT Standard Form of Building Contract incorporating the 1986 Amendment to Insurance and related Liability Provisions and insured under this Section the following alterations to this Section shall apply but only in respect of the **Permanent and Temporary Works**

In respect of loss, destruction or damage to the **Permanent and Temporary Works** by any of the Specified Perils defined in the Contract it is agreed that so far as is required by the sub-contract **We** will not exercise **Your** rights on **Your** behalf against sub-contractors directly engaged by the main contractor provided that the sub-contractor shall as if he were acting as **You** observe, fulfil and be subject to the Terms, Exclusions and Conditions of this Policy

2. Indemnity to Principals

The Insurance by this Section extends to include the interest of **Your** Employer/**Principal** solely to the extent required by the Conditions of Contract in force between **You** and **Your** Employer/**Principal** provided always that such Employer/**Principal** shall as if he were **You** observe fulfil and be subject to the Terms, Exclusions and Conditions of this Policy

3. Immobilised Plant

This Section extends to include the payment of necessary costs incurred in the recovery of property described in the Schedule to this Section which may become immobilised or immovable whilst being used in connection with the Contract. It is a **Condition Precedent** to **Our** liability to make any payment under Immobilised Plant Extension that the cause of such immobilisation or immovability is the subject of a claim covered by this Section

4. Local Authorities Clause

The Insurance in respect of the **Permanent Works** includes such additional cost of reinstatement following loss, destruction or damage to the **Permanent Works** as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Municipal or Local Authority but excluding

- a) such costs incurred
 - i) which can be recovered elsewhere
 - ii) where notice has been served upon **You** under any of the aforesaid Regulations or Bye-Laws prior to the happening of the loss, destruction or damage
- b) 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 property or by the owner of the property by reason of compliance with any of the said Regulations or Bye-Laws provided that the work of reinstatement shall be commenced and carried out without unreasonable delay

5. Escalator Clause

In the event of an increase in the value of any Contract the sum insured in respect of the **Permanent and Temporary Works** is automatically increased for such Contract. The maximum amount of the said increase is 20% of the sum insured

6. Free Materials

The property insured in respect of the **Permanent and Temporary Works** shall include any materials supplied by or provided to **You** for inclusion in The Contract or Works for which **You** are responsible the value of which will not be included in the final valuation of the Works carried out or final Contract price and which are not otherwise excluded from this Section

7. Transit

The insurance extends to include loss, destruction or damage to the property insured whilst in transit within the **Territorial Limits** other than

- a) by sea or air
- b) any mechanically propelled vehicle under its own power
- c) **Employees Tools**

8. Off-Site Storage

- a) The insurance in respect of the **Permanent and Temporary Works** extends to apply to materials whilst situated at **Your** own **Premises** or in store or at any manufacturers or suppliers premises anywhere within the **Territorial Limits** provided that the Contractor is responsible for them under the Contract
- b) Where the insurance by this Section includes **Constructional Plant and Equipment, Temporary Buildings and Hired in Plant** such property is insured whilst at **Your** own **Premises** or in a securely locked compound or store

Our liability under this extension shall not exceed

- a) £1,000 in respect of non ferrous metals
- b) £100,000 or £10% of the Contract price (whichever is the greater) in respect of any other materials

9. Re-drawing Plans/Documents

We will reimburse costs and expenses necessarily incurred in re-writing or re-drawing plans drawings or other contract documents following loss, destruction or damage to plans, drawing or other contract documents up to a maximum amount for any one claim of £25,000

10. Expediting Costs

This Section extends to include payment of extra charges for overtime, night work, work on public holidays, express freight, air freight and the like necessarily incurred by **You** following reinstatement or replacement of any damaged property forming the basis of a claim under this Section

11. Hired In Plant

Where **Hired in Plant** is insured this Section will provide indemnity against the legal liability of the Contractor under the terms of hiring agreements

It is further agreed notwithstanding anything contained to the contrary in Exclusions 5 or 15 of this Section **We** will indemnify **You** against legal liability in the terms of the Hiring Agreement or otherwise

- a) to make good to the owner loss, destruction or damage to any **Hired in Plant** caused by its own breakdown or its own explosion
- b) to pay to the owners of any **Hired in Plant** hire charges incurred as a consequence of and solely due to
 - i) physical damage to **Hired in Plant** or
 - ii) breakdown of **Hired in Plant** due to the negligence, misdirection or misuse by **You** or **Your Employees**Provided that
 - 1) such hire charges shall be calculated at the appropriate idle time rate for the period during which the plant is necessarily idle due to such damage or breakdown not exceeding 90 days from the time that it was necessarily idle and excluding the first 48 hours
 - 2) this extension does not apply to the result of any wilful act or wilful neglect by **You**
 - 3) **Our** liability shall be limited to £250 per item per day unless otherwise stated

12. Employees Tools

Employees tools and other personal effects for which **You** are responsible and for an amount not exceeding £500 any one **Employee** after the application of the **Excess**. All intended for use in connection with the Contract whilst on or adjacent to the site of the Contract

Exclusions Applicable To Section 11

This Section does not cover

1. Amount Excluded

The **Excess** amount(s) stated in **Your** Schedule

2. Vehicles

Loss, destruction or damage to any mechanically propelled vehicle intended for conveyance of persons materials or plant and for which Insurance or Security under the Road Traffic Acts is necessary

3. Craft or Vessels

Loss, destruction or damage to any waterborne vessel or craft exceeding 8 metres in length or to any aircraft

4. Deeds

Loss, destruction or damage to deeds, bonds, bills of exchange, promissory notes, **Money**, stamps, securities or documents of title, precious metals, precious stones or articles made from precious stones or metals

5. Vehicles Machinery or Plant Breakdown

Loss, destruction or damage to any vehicle or item of plant or machinery caused by its own breakdown or its own explosion

6. Existing Property

Loss, destruction or damage to any existing property including any existing property being altered or repaired

7. Defective Design Material or Workmanship

The cost necessary to replace repair or rectify any of the property insured which is in a defective condition due to a defect in design, plan, specification, materials or workmanship but subject to any other terms and conditions of this Section this exclusion shall not apply to the remainder of the property insured which is free of such defective condition but is damaged as a consequence of such defect

8. Normal Upkeep

The cost necessary for normal upkeep or normal making good

9. Certificate of Completion

Loss, destruction or damage to any part of the **Permanent Works**

- a) after such part has been completed and delivered up to the owner tenant or occupier or
- b) after such part has been taken into use by the owner tenant or occupier or
- c) for which a Certificate of Completion has been issued other than where such loss, destruction or damage
 - i) be occasioned during the Defects Liability Period specified in the Contract and arising from a cause occurring prior to commencement of such period
 - ii) is in respect of materials or other insured property on site for the purpose of carrying out remedial works during the Defects Liability Period specified in the Contract and for which **You** are responsible under the terms of the Contract during the said Defects Liability Period
 - iii) within 14 days of the time of issue of such Certificate of Completion and which the contractor is required by the terms of the Contract to insure

10. Water

Any work in, under or over water or adjoining or adjacent to rivers, lakes, reservoirs, dams or tidal waters or within cofferdams or caissons

11. Structures

Any work on bridges, viaducts, subways, tunnels, motorways, dams and nuclear installations

12. Depth

Any work where the depth of excavation exceeds 5 metres

13. Wear and Tear

Loss, destruction or damage due to wear and tear or gradual deterioration, rust, wet or dry rot, contamination, vermin and insects

14. Conditions of Contract

Loss, destruction or damage for which **You** are relieved of responsibility by the Conditions of Contract

15. Penalties Under Contract

Penalties under Contract for delay, detention or loss of use or losses arising in connection with Guarantees of Performance or efficiency or any other loss or damage of any kind

16. Disappearance or Shortage

Loss of any property by disappearance or by shortage where such loss is substantiated only by the making of an inventory or a periodic stocktaking or is not traceable to an identifiable event

SECTION 12 – Terrorism

Only applicable if this section is shown as operative in the schedule

Definitions applicable to Section 12

Where the following words appear in this Section they will always have the following meanings

Consequential Loss

Loss, resulting from interruption of or interference with the **business** as a result of **damage** to property used by **you**, at the **property**, 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

We will extend the cover provided under the following sections, where **your** schedule shows these as covered, to include **Damage** caused by **Terrorism**

- 1) Private House Buildings, Contents and Personal All Risks
- 2) Material Damage
- 3) Business Interruption
- 6) Money
- 7) Selected All Risks
- 9) Goods in Transit
- 11) Contractors All Risks Single Contract
- 13) Computers

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 cover **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 cover **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 cover 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**
- 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

- 1) 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

- 2) 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 1) and 2) 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 3) below, the following property is specifically excluded from the cover provided under 1) and 2) 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**

- 3) 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 1) 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 cover 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 all 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 cover **You** 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 cover 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 cover 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 cover 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 shown in **Your** schedule.

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 13 – Computers

Only applicable if this section is shown as operative in the schedule

Definitions Applicable To Section 13

Where the following words appear in this Section they will always have the following meanings

Computer Equipment

- 1) all computer equipment (including interconnecting wiring, fixed disks and telecommunications equipment used for the storage and communication of electronically processed **Data**) but excluding any such computer equipment controlling a manufacturing process
 - 2) ancillary Equipment solely for use with the computer equipment comprising air conditioning equipment, generating equipment, uninterruptable power supply voltage regulating equipment, temperature and humidity recording equipment, electronic access equipment, heat smoke and water detection equipment, lightning and transient over voltage protection devices, computer furniture, gas flooding cylinders and pipework and computer room partitioning
 - 3) **Proprietary Software Programs** and other information stored upon fixed disks
 - 4) all current and back up computer records (excluding paper records of any description) incorporating stored programs including information thereon
- owned by or on **Deferred Purchase**, leased, hired or rented to **You** or whilst on trial with a view to purchase by **You**

Deferred Purchase

An arrangement whereby **You** enter into an agreement which entitles **You** to defer payment for **Computer Equipment** for a period exceeding 90 days (or a period in **Excess** of usual trade credit)

Indemnity Period

The period beginning with the occurrence of an **Insured Event** and ending not later than the number of months shown in the Schedule during which the computer operations are affected as a result of the **Insured Event**

Insured Event

- 1) loss, destruction or damage insured under Part A or Part B of this Section
- 2) loss, distortion, corruption or erasure of programs or information insured under Part B of this Section
- 3) loss, destruction or damage where the cost of repair or remedy is recoverable under any guarantee or agreement for maintenance, rental, hire or lease or any provision in an agreement for the supply of the **Computer Equipment**
- 4) loss, destruction or damage to any item of Category 1) or 2) of the Definition **Computer Equipment** due to its own breakdown or derangement
- 5) the accidental failure or fluctuations of the supply of electricity to Categories 1) and 2) of the Definition **Computer Equipment** at the **Premises** in which the **Computer Equipment** is situated
- 6) the accidental failure of any telecommunications (other than satellite systems) used in connection with the **Computer Equipment**
- 7) **You** being denied access to the **Computer Equipment** due to
 - a) loss, destruction or damage to the **Computer Equipment** at or in the vicinity of the **Premises**
 - b) the exercise by any authority of its powers for the sole purpose of safeguarding life or property

Loss of Interest

- 1) interest payable in respect of loans raised
- 2) interest foregone on reduction in investment capital in lieu of loans raised as a direct result of minimising or to minimise the effect of the interruption or interference

Proprietary Software Programs

The package of software programs purchased by **You** with the **Computer Equipment** at the original date of purchase plus any subsequent upgrades excluding any bespoke computer software without **Our** prior consent

Telecommunication Networks

Telecommunication networks include, but are not limited to, the internet, internet service providers, Domain Name System service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure

Part A Computer Equipment

We Will Pay You

In the event that any of the **Computer Equipment** described in the Schedule be lost, destroyed or damaged at the **Premises** the amount of the loss, destruction or damage or at **Our** option replace or repair the **Computer Equipment** or any part of it

Exclusions Applicable To Section 13 Part A

1. Breakdown

We will not be liable for loss, destruction or damage to the property described in paragraphs 1) and 2) of the Definition **Computer Equipment** due to its own breakdown or derangement unless **You** have in force a maintenance agreement with the manufacturers or other approved company in respect of such **Computer Equipment** providing for

- a) free repairs to or replacement of the **Computer Equipment** following breakdown or stoppage from any internal cause other than **Your** negligence
- b) preventative maintenance or adjustment of mechanical moving parts

Part B Reinstatement Of Data

We Will Pay You

in the event of loss, distortion corruption or erasure of programs including information from any cause not otherwise excluded to property described in paragraphs 3) and 4) of the Definition – **Computer Equipment** whilst at the **Premises** provided that

- 1) **Our** liability is limited solely to the cost of reinstating **Data**
- 2) **We** shall not be liable for loss, destruction or damage to software insured under Part A

Special Conditions Applicable To Section 13 Parts A & B

Unattended Vehicle Security

It is a **Condition Precedent** to **Our** liability to make any payment under Section 13 Parts A and B that whilst any item of **Computer Equipment** is being carried in a vehicle which is left unattended

- 1) the doors of the vehicle must be locked and all its windows and other openings fully closed and properly fastened
- 2) the vehicle must be in a locked garage or locked parking area if left overnight
- 3) the **Computer Equipment** must be concealed from view in a locked boot where such facilities are available or concealed from view by other secure means where such facilities are unavailable (Secure shall mean security devices which have been approved by **Us**)

Memoranda Applicable To Section 13 Parts A & B

1. Reinstatement

In the event of the property insured by Parts A and B being lost, destroyed or damaged the amount payable shall be the reinstatement of the property. For this purpose reinstatement shall mean

- 1) where any item of **Computer Equipment** suffers loss, destruction or damage to the extent that repair is uneconomic or impractical its replacement by new **Computer Equipment** of equal performance including capacity or if such be impossible its replacement by **Computer Equipment** having the nearest higher performance including capacity to the **Computer Equipment** lost or damaged
- 2) where the **Computer Equipment** suffers loss, destruction or damage the repair of the damage and the restoration of the damaged portion of the **Computer Equipment** to a working condition substantially the same as but not better or more extensive than its condition when new

It is a **Condition Precedent** to **Our** liability to make any payment under Reinstatement Memoranda applicable to Parts A and B under Section 13 that

- 1) **Our** liability for loss, destruction or damage to **Computer Equipment** shall not exceed the sum insured stated in the Schedule or additionally provided under the Automatic Cover Extension
- 2) the work of Reinstatement commences and is carried out without unreasonable delay
- 3) no payment beyond the amount which would have been payable if this Memorandum had not been incorporated shall be made until the cost of Reinstatement shall have been incurred

- 4) no payment beyond the amount which would have been payable if this Memorandum had not been incorporated shall be made if at the time of any loss, destruction or damage to the **Computer Equipment** insured it shall be covered by any other insurance effected by **You** or on **Your** behalf which is not upon a Reinstatement basis
- 5) each item insured is declared to be separately subject to the following condition of average namely:–
If at any time of Reinstatement the sum representing 85% of the cost which would have been incurred in Reinstatement in the event there had been a total loss exceeds the sum insured or any further increase allowed under the provisions of the Automatic Cover Extension at the time of loss, destruction or damage to the **Computer Equipment You** shall be considered as being **Your** own insurer for the difference and bear a rateable proportion of the loss, destruction or damage accordingly
- 6) where by reason of the above provisions no payment is made beyond the amount which would have been payable if this Memorandum had not been incorporated **Our** and **Your** rights and liability in respect of the loss, destruction or damage shall be subject to the terms and conditions of this Policy as if this Condition had not been incorporated

2. Transit or Abroad

The Insurance by Parts A and B extends to cover the property insured thereby whilst at any other situation or whilst in transit anywhere in the world **Our** liability shall not exceed 10% of the sum insured under Part A or £100,000 any one loss whichever is the less whilst the **Computer Equipment** is in transit or located outside the **Territorial Limits**

3. Theft from Unattended Vehicles

Our liability shall not exceed £5,000 any one loss in respect of theft from unattended vehicles

4. Limit of Liability

Our liability under Parts A and B shall not exceed in the whole the total sum insured or in respect of any item its sum insured at the time of the loss, destruction or damage

Extensions Of Cover Applicable To Section 13 Parts A & B

The Cover extends to include

1. Debris Removal Costs

Costs necessarily and reasonably incurred with **Our** consent in removal of debris and the protection of the machinery consequent upon loss, destruction or damage insured by this Section. The maximum amount payable is 10% of the sum insured under Part A or £50,000 whichever is the less

2. Consulting Engineers Fees and Investigation Costs

Costs (including consulting engineers fees) incurred with **Our** prior consent in conducting investigations including tests into possible repair replacement or reinstatement of **Computer Equipment** suffering loss, destruction or damage regardless of whether such investigations or tests are successful or not

3. Expediting Costs

Costs necessarily and reasonably incurred in making temporary repairs upon including expediting the repair, reinstatement or replacement of insured items as a result of loss, destruction or damage (but excluding costs recoverable under Part C). The maximum amount payable is 10% of the cost of such loss, destruction or damage or £50,000 whichever is the less

4. Automatic Cover

Additional **Computer Equipment** belonging to **You** or for which **You** are responsible at any existing **Premises** shown in the Schedule until the next renewal date at no additional charge. The maximum amount payable is £250,000 at any one **Premises** or 10% of the sum insured under Part A whichever is the less

5. Incompatibility of Records

Where Part B is insured **We** will pay for

- a) the cost of modifying the **Computer Equipment** insured under Part A
- or
- b) the cost of replacing the **Data** Carrying Materials together with Reinstatement of **Data** whichever is the less as a result of an indemnifiable loss to achieve equivalent compatibility to that existing immediately prior to the loss due to undamaged **Data** Carrying Materials being incompatible with the replacement **Computer Equipment** provided that

- i) the replacement **Computer Equipment** is the nearest equivalent to that lost or damaged
- ii) the maximum amount payable is 50% of the sum insured under Part B or £50,000 whichever is the less

6. Loss Avoidance Measures

Reasonable costs incurred in taking exceptional measures to prevent or mitigate impending loss, destruction or damage for which indemnity is provided by Parts A and B

It is a **Condition Precedent** to **Our** liability to make any payment under Loss Avoidance Measures Extension under Section 13 that

- a) loss, destruction or damage would reasonably be expected if such measures were not implemented
- b) **We** are satisfied that loss, destruction or damage has been avoided or mitigated by means of the exceptional measures
- c) the amount payable will be limited to the cost of loss, destruction or damage which would have otherwise occurred
- d) the terms and conditions of this Policy apply as if loss, destruction or damage had occurred
- e) the maximum amount payable is 10% of the sum insured under Parts A and B or £50,000 whichever is the less

7. Accidental Discharge of Gas Flooding Systems

The cost of recharging gas flooding systems installed solely for the protection of the **Computer Equipment** following accidental discharge

It is a **Condition Precedent** to **Our** liability to make any payment under Accidental Discharge of Gas Flooding Systems Extension under Section 13 that

- a) **We** shall not be liable under this Extension for any loss as a result of gradual leakage or discharge or drop in pressure
- b) **You** shall maintain at **Your** own expense the gas flooding system in accordance with the suppliers and makers recommendations
- c) the maximum amount payable is £10,000 any one loss or 10% of the sum insured under Part A whichever is the less

8. Virus Seek and Destroy Costs

Costs necessarily and reasonably incurred with **Our** consent in locating and removing a detected computer **Virus or similar mechanism** infecting Extension shall not exceed 10% of the sum insured under Part A or £5,000 whichever is the less

9. Research and Development Costs

Costs of re-writing any **Data** processing research or development project(s) to the stage they had reached immediately prior to the loss, destruction or damage but excluding any benefit to **You** which would have been obtained from completion of the project(s) had the loss, destruction or damage not occurred provided

- a) that Part B is insured
- b) that the amount payable in respect of any one claim shall not exceed the sum insured under Part B or £5,000 whichever is the less

Exclusions Applicable To Section 13 Parts A & B

We will not pay

1. Excess

The **Excess** amount stated in **Your** Schedule

2. Maintenance Agreement

Loss, destruction or damage recoverable under the maintenance agreement or any warranty or guarantee or which would be recoverable but for breach of **Your** obligations under the agreement

3. Consequential Loss

Financial loss, loss of profits, loss due to delay or any other loss not specifically insured by this Section

4. Lease Hire Rent Loan or Sale

Loss, destruction or damage of any **Computer Equipment** which is

- a) offered or to be offered for lease, hire, rent or loan by **You**
- b) leased, hired, rented or lent by **You** to others

- c) offered or to be offered for sale or sold by **You** where the sale of such **Computer Equipment** is in the course of **Your Business**

5. Property of Others

Loss, destruction or damage to any **Computer Equipment** which is not owned, leased, rented, hired or loaned to **You** whilst in the custody or control of **You** for programming, repair, service, adjustment, alteration, storage or transit purposes

Part C Increase In Cost Of Working

We Will Pay You

If the computer operations of the **Business** are interrupted or interfered with due to the occurrence during the **Period of Insurance** of an **Insured Event** as Increase in Cost of Working the additional expenditure necessarily and reasonably incurred by **You** (including Loss of Interest) during the **Indemnity Period** in consequence of such interruption or interference

The maximum payable in any one **Period of Insurance** is

- 1) the sum insured stated in the Schedule and/or
- 2) in respect of any **Loss of Interest** 10% of the sum insured stated in the Schedule

Memoranda Applicable To Section 13 Part C

1. Additional Rental

In addition to the limit of **Our** liability under this Part **We** will pay for payment of additional lease or rental charges up to an amount not exceeding £15,000 arising out of the replacement of a lease or hire agreement in respect of the **Computer Equipment** by a new contract for similar **Computer Equipment** and consequent upon loss, destruction or damage insured under Part A of this Section

2. Professional Accountants Charges

Any particulars or details contained in **Your** books of account or other **Business** books or documents which may be required under Policy Condition 12 for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for **You** and their report shall be verified evidence of the particulars and details to which such report relates. **We** shall pay to **You** the reasonable charges payable by **You** to their professional accountants for producing such particulars or details of any other proofs information or evidence as may be required by **Us** under Policy Condition 12 and reporting that such particulars or details are in accordance with **Your** books of account or other **Business** books or documents. The maximum amount payable under this clause and the amount otherwise payable under this Part is **Our** liability as stated in the Schedule

3. Current Cost Accounting

For the purpose of this Part any adjustment implemented in current cost accounting shall be disregarded

4. Value Added Tax

To the extent that **You** are accountable to the tax authorities for Value Added Tax all terms in this Part shall be exclusive of such tax

Exclusions Applicable To Section 13 Part C

We will not pay

1. Costs of Reinstatement of Information

Costs of reinstatement of programs including information onto Computer Records including Fixed Disks

2. Exclusion Periods

Increase in Cost of Working incurred during

- a) the first 24 hours following breakdown or derangement of any item of Category 1) of the Definition **Computer Equipment** if a maintenance, rental, hire or lease agreement is not in force on such item – **Insured Event** 3) refers
- b) the first 30 minutes in respect of failure of the supply of electricity – **Insured Event** 5) refers
- c) the first 4 hours in respect of failure of telecommunications equipment – **Insured Event** 6) refers

Memoranda Applicable To Section 13 Parts A B & C

1. Misuse or Contamination of Computer Systems

In so far as this Section covers loss, destruction damage including Reinstatement of **Data** resulting from misuse of the **Computer Equipment** the maximum amount payable in respect of such loss, destruction, damage and or Reinstatement of **Data** is £100,000 (or the sum insured or any other stated limit of liability if less) after the application of all the provisions of the Section including any **Excess**

Misuse of the **Computer Equipment** shall mean the deliberate or accidental misuse or contamination of **Computer Systems**

- a) any act executed through accessing the **Computer Systems**
- b) any infection of any kind within the **Computer Systems**

Conditions Applicable To Section 13 Parts A B & C

1. Claims Notification and Requirements

It is a **Condition precedent** to **Our** liability to make any payment under Parts A B C of Section 13 that in the event of loss, destruction or damage for which a claim is to be made **You** shall retain any damaged machinery or parts for inspection

2. Precautions

It is a **Condition precedent** to **Our** liability to make any payment under Parts A B C of Section 13 that **You** shall

- a) exercise diligence in complying with any statute or order
- b) maintain the **Computer Equipment** in good order and efficient operating condition
- c) observe the manufacturers and suppliers instructions for use, operation, storage, transit and inspection of the **Computer Equipment**
- c) back up information (other than software programs) at least once every forty eight hours, verify and store taking all reasonable precautions in their safe storage and separately maintain one verified back up copy in a location away from the **Premises**
- d) maintain one verified and up to date set of back up software programs in a separate location away from the **Premises**
- e) obtain and keep in force and effect a proper and valid licence in respect of any software programs in **Your** possession

3. Access

We or **Our** representatives shall have right of access to the **Computer Equipment** at reasonable times

Exclusions Applicable To Section 13 Parts A B & C

This Section does not cover

1. Excluded Parts

Loss, destruction or damage to safety or protective devices due to their functioning

2. External Network Failure Exclusion

Any losses caused by or resulting from the failure or interruption of any electrical power supply network or **Telecommunication Networks** not owned and operated by you. This exclusion shall not apply to losses caused by or resulting from physical damage, if otherwise insured by this section, to the electrical power supply network, **Telecommunication Networks** or other property.

3. Guarantees of Performance

Penalties for delay or detention or in connection with guarantees of performance or efficiency

4. Intentional Acts

Loss, destruction or damage caused by

- a) the intentional act or wilful neglect by **You**
- b) intentional overloading
- c) testing or experiments involving the imposition of any abnormal conditions

5. Virus or Similar Mechanism or Hacking Exclusion

Any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- a) damage to or the destruction of any **Computer Systems**; or
- b) 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**.

We will cover subsequent **Damage** which is covered by this section, which itself results from a **Defined peril** covered by this section, except for **Damage** caused by malicious persons other than thieves.

6. Wear and Tear

Loss, destruction or damage solely due to

- a) wear and tear, gradual deterioration or rust
- b) gradually developing defects
- c) scratching or chipping of painted or polished surfaces
- d) erosion or corrosion

but this shall not exclude subsequent loss or damage not otherwise excluded

SECTION 14 – Environmental Liabilities

Only applicable if this section is shown as operative in the schedule

Section 14 of the Policy is written on a “claims made and reported” basis. It requires that a 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 14 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 14 may also have other provisions that are different from other policies you have purchased. Please read this section carefully.

Cover

- A.** We will indemnify You against **Loss** and **Cleanup 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 **Premises** arising in connection with **Agriculture** carried out by You at a **Premises**,
 - b) arising out of any **Agricultural Contracting**, or
 - c) arising during **Transportation**, and
 - 2) **Environmental Legal Expense** connected with any such **Loss** or **Cleanup Costs**, provided that:
 - (i) the **Pollution Condition** or **Natural Resource Damage** commences on or after the **Retroactive Date** and results in a **Claim**;
 - (ii) the **Claim** is first made against You during the **Period of Insurance**; and
 - (iii) You notify Us of the **Claim** in writing during the **Period of Insurance** or within thirty (30) days of the expiry date of the **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**.

Words with special meanings

The following words have a special meaning under this Section 14 of the **Policy**. Each word is listed together with its meaning.

Above Ground Storage Tank(s) means 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 means 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 means:

- 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 means 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 14.

The 24-hour Hotline for **the Appointed Loss Adjustor** is **020 7933 7334**

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**.

Claim means 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**.

Cleanup Costs means 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**.

Cleanup Costs also include costs necessarily incurred by **You** to repair, restore or replace real or personal property at a **Premises** which is damaged while incurring **Cleanup Costs**, to the condition it was in prior to being damaged during the course of incurring **Cleanup 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.

Cleanup Costs also include **Emergency Costs** with the exception of **Emergency Costs** for **Illegal Waste**.

Emergency Costs means 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 costs of dealing with a **Claim**.

The maximum indemnity limit for **Emergency Costs** is £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 Liability Directive means legislation enacted to transpose Directive 2004/35/CE on environmental liability with regard to the prevention and remedying of environmental damage into the domestic law of the United Kingdom of Great Britain and Northern Ireland, including any amendments to such legislation, provided that the legislation has the force of law.

Excluded Activities means any of the following carried out by **You** or **Your** tenant:

- 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.

Environmental Legal Expense means reasonable and necessary legal fees, fees paid to technical or other experts, costs, charges and expenses in the investigation, adjustment or defence of a **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 Legal Expense does not include time and expense incurred by **You**, nor salaries of **Employees** in assisting in the investigation or resolution of a **Claim**, nor fees and expenses of lawyers or other experts retained by **You**.

Genetically Modified Organism means 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 means any **Pollutants** or any drums, tanks or similar containers holding, or that have held, **Pollutants** that have been abandoned in, on or at **Your Premises** by anyone other than **You**, and without **Your** knowledge or consent.

Injury means bodily injury, death, disease, illness and/or medically recognised psychiatric injury.

Loss means

- 1) accidental **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**.

Natural Resource Damage means physical injury to, including the destruction of, protected species and natural habitats, water and land as specified in the **Environmental Liability Directive**.

Pollutants means 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 means 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.

Premises means any premises within the **Territorial Limits** owned, used or occupied by **you**, provided that the premises are used for **Agriculture**.

Products Supplied means

- 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**.

Property Damage means 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 **Cleanup Costs** or **Emergency Costs**.

Retroactive Date means the date specified in the Schedule for Section 14 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.

Slurry Lagoon means a containment area constructed in or on the ground with earthen banks for storing slurry, or actually containing slurry, whether lined or not lined.

Transportation means the carriage including loading and unloading of property owned by **You** on public or private roads within the United Kingdom of Great Britain and Northern Ireland only by **You** or **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) means 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.

Exclusions to this Section

The following exclusions apply to this Section 14.

We will not provide indemnity:

- 1) **Above Ground Storage Tank(s)**
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 **Premises** 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) **Capital Improvement Costs**

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 governmental 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) **Contractual Liability**

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) **Employer's Liability**

based upon or arising out of injury to any **Employee**.

5) **Excluded Activities**

based upon or arising out of any **Excluded Activities**.

6) **Fines/Penalties**

based upon or arising out of criminal, civil or administrative fines, penalties, exemplary or aggravated damages.

7) **Genetically Modified Organism**

based upon or arising out of any **Genetically Modified Organism**.

8) **Intentional Non-Compliance**

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 governmental authority or representative or the **Environmental Liability Directive**.

9) **Lead Based Paint, Lead Pipes and Asbestos in Buildings, Fixtures and Structures**

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** in, on or applied to any fixture, building or other structure.

This exclusion does not apply to **Cleanup Costs** with respect to soil, groundwater and surface water.

10) **Material Change in Use or Operations**

based upon or arising out of a material change in the use of any **Premises** from that set forth by **You** in the application or other supplemental materials submitted to **Us** as of the **Retroactive Date** and/or prior to the inception date of this **Policy**.

11) **New Pollution Conditions or Natural Resource Damage at Divested Property**

based upon or arising out of any **Pollution Condition** or **Natural Resource Damage** at, or migrating from any **Premises** where the **Pollution Condition** or **Natural Resource Damage** commenced subsequent to the time such **Premises** was sold, given away, or abandoned by **You**, or divested involuntarily.

- 12) **Owned Property**
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 **Loss, Cleanup Costs** or **Emergency Costs** or to respond in any way to any **Pollution Condition** or **Natural Resource Damage**.
- 13) **Prior Condition(s)**
based upon or arising out of any **Pollution Condition** or **Natural Resource Damage** that commenced prior to the **Retroactive Date**.
- 14) **Products Liability**
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 **Premises** or after physical possession of such goods, materials or products has been relinquished to others.
- 15) **Sheep Dips**
based upon or arising out of any sheep dipping which has used, or is using, Synthetic Pyrethroids, Cypermethrin and/or Organophosphates.
- 16) **Slurry Lagoons**
based upon or arising from any **Pollution Condition** or **Natural Resource Damage** resulting from or related directly or indirectly to any **Slurry Lagoon** at any **Premises** which at the time of the **Claim** is not designed, constructed, maintained and used in full compliance with all applicable legislation.
- 17) **Underground Storage Tank(s)**
based upon or arising out of the existence of any **Underground Storage Tank** at a **Premises** the existence of which was known to **You** at the **Retroactive Date**.

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.

Conditions

If more than one **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 **Claims** shall:

- 1) be deemed to have been made at the point in time when the first of the **Claims** was made in writing,
- 2) only be the subject of indemnity if they are first made against **You** within five (5) years of the first **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 **Claims** arising out of such **Pollution Condition** or **Natural Resource Damage**.

In the event any **Claim** is made against **You** for **Loss** or **Cleanup 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.

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 governmental authority received by **You** or **Your** representative as soon as practicable.

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**.

We shall have the right, in **our** sole discretion, to assume the conduct of the defence and settlement of any **Claim**.

If other valid, collectible Insurance with any other insurer is available to you covering **Loss, Cleanup Costs** and / or **Emergency Costs**, the cover afforded by this Section 14 shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this Section 14 subject to the terms, conditions, and limitations of such other Insurance.

Pollution Response Extension

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 **Cleanup Costs** arising from **Agriculture** at a **Premises**, or arising from **Agricultural Contracting** or **Transportation**.

Pollution Response Costs do not include **Cleanup Costs** or **Emergency Costs** whether or not such **Cleanup 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 **Loss, Cleanup Costs, Emergency Costs** and **Environmental Legal Expense** under this Section 14, **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 14. **We** shall not, however, be liable for any other liability which **We** conclude is not covered by this Section 14 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 **Loss, Cleanup Costs, Emergency Costs** or **Environmental Legal Expense** under this **Policy**.

Making Yourself Heard

If **You** have cause for complaint it is important **You** know **We** are committed to providing **You** with an exceptional level of service and customer care.

We realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens **We** want to hear about it so **We** can try to put things right.

Who to contact?

The most important factors in getting **Your** complaint dealt with as quickly and efficiently as possible are

- to be sure **You** are talking to the right person and
- that **You** are giving them the right information.

When You contact Us

- Please give **Us Your** name and a contact telephone number.
- Please quote **Your** Policy and/or claim number and the type of Policy **You** hold.
- Please explain clearly and concisely the reason for **Your** complaint so **We** begin by establishing **Your** first point of contact.

If **You** wish to provide written details the following checklist has been prepared for **You** to use when drafting **Your** letter.

- Head **Your** letter 'COMPLAINT'.
- Give **Your** full name postcode and contact telephone number(s).
- Quote the type of Policy and **Your** Policy and /or claim number.
- Advise the name of **Your** insurance agent/firm (if applicable).
- Explain clearly and concisely the reason(s) for **Your** complaint.
- The letter should be sent to the person dealing with **Your** complaint along with any other material required.

Step One – Initiating Your Complaint

If **Your** complaint relates to the sale of **Your** Policy please contact the agent who sold **You Your Policy**.

If **Your** complaint relates to any aspect of Section 10 – Legal Expenses, please contact Customer Relations Department at DAS Head and Registered Office address:

DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

Telephone: 0344 893 9013

Email: customerrelations@das.co.uk

Details of DAS's internal complaint-handling procedures are available on request.

What to Do If You Are Still Not Satisfied

If **you** are still not satisfied, **You** can contact the Insurance Division of the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 (free from mobile phones and landline)
0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. **You** can contact the Legal Ombudsman Service at:

PO Box 6806
Wolverhampton
WV1 9WJ

Telephone: 0300 555 0333
Email: enquiries@legalombudsman.org.uk
Website: www.legalombudsman.org.uk

Using these services does not affect **your** right to take legal action

If **Your** complaint relates to the administration of **Your** Policy or a claim, excluding Section 10 – Legal Expenses, please contact:

Complaints Department
BIBU
The Hamlet
Hornbeam Park
Harrogate
HG2 8RE

Telephone: 0344 346 0251
Email: enquiries@bibinsurance.co.uk
Website: www.bibu.co.uk

Step Two – What to Do If You Are Still Not Satisfied

If **You** are still not satisfied, AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority whose arbitration service is the Financial Ombudsman Service and **You** may be eligible to refer **Your** complaint to them.

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: 0800 023 4567 (for landline and mobile users)
E-mail: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Our promise to You

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

Financial Service Compensation Scheme

BIBU and the insurers of this Policy are covered by the Financial Services Compensation Scheme (FSCS)

If **We** are unable to meet **Our** obligations, **You** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim

Further information is available from the FSCS at www.fscs.org.uk

How We Use Personal Information

We hold personal information in accordance with the Data Protection Act 1998. The information supplied to **Us** by **You** may be used to:

- Provide **You** with a quotation, deal with the associated administration of **Your** Policy and to handle claims;
- Search credit references, credit scoring and fraud agencies who may keep a record of the search;
- Share with those companies who are underwriting **Your** Policy, other insurance organisations to administer **Your** Policy, to help offset risk, for statistical analysis, to handle claims and prevent fraud;
- Support the development of **Our** business by including **Your** details in customer surveys, for market research and business reviews which may be carried out by third parties acting on **Our** behalf.

We may need to collect and process data relating to individuals who may benefit from the Policy (“Insured Persons”), which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk and/or administering claims which may occur. **You** must ensure that **You** have explicit verbal or written consent from the Insured Person to such information being processed by **Us** and that this fact is made known to the Insured Person.

If **Your** Policy provides Employers Liability cover information relating to **Your** insurance Policy will be provided to the Employers Liability Tracing Office (ELTO) and added to an electronic database (The “Database”) in a format set out by the Employer’s Liability Insurance; Disclosures by Insurers Instrument 2010.

The Database assists individual claimants who have suffered an employment related injury or disease arising out of the course of their employment in the UK whilst working for employers carrying on, or carried on, business in the UK and as a result 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 and further information can be found on the ELTO website www.elto.org.uk

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

Under the Data Protection Act 1998 individuals are entitled to request a copy of all the personal information **We** hold about them. Please contact **Us** at BIBU, The Hamlet, Hornbeam Park, Harrogate, HG2 8RE

We can only discuss the details given with **You**. If **You** would like anyone else to act on **Your** behalf please let **Us** know. **Your** details will not be kept longer than is necessary.

Telephone calls may be recorded for **Our** mutual protection, training and monitoring purposes.

By applying for and/or entering into this insurance Policy **You** will be deemed to consent to the use of **Your** data and **Your** insurance Policy data in this way and for these purposes and that **Your** directors, officers, partners and **Employees** have consented to **Our** using their details in this way.

bibu

www.bibu.co.uk

BIBU
The Hamlet
Hornbeam Park
Harrogate
HG2 8RE