

# Farm and Estate Summary of Cover

### **Introducing BIBU**

BIBU have been providing bespoke insurance solutions for rural businesses for over 20 years and have developed considerable expertise in the underwriting of farms and estates.

BIBU understand the specific demands and needs of the farm and estate owner and pride themselves in providing a prompt and efficient service to all of its customers.

### **Cover Summary**

This document is a summary of the insurance provided by the policy and does not contain the full terms and conditions of **Your** insurance. **You** can find the full terms and conditions of cover in the policy document. This summary is provided to **You** for information purposes only and does not form part of **Your** insurance contract.

Words in **bold** are defined in the Policy document.

### Name of Insurer

This Policy is underwritten by AXA Insurance UK PLC except Section 10 and Section 14 Section 10 of this Policy is underwritten by DAS Legal Expenses Insurance Company Ltd Section 14 of this Policy is underwritten by XL Insurance Company SE

### Type of Insurance and Cover

Our Farm and Estate Policy allows **You** to select the specific covers that **You** require to protect **Your** home and farm and estate business. (Some covers are not available in isolation; for further information or details please consult **Your i**nsurance adviser)

### **Policy Duration**

This is an annually renewable Policy

### Fair Presentation of the Risk

We are keen to work in partnership with **You** and avoid any misunderstandings. **You** must make a fair presentation of the risk. A fair presentation of the risk is one in which every material representation as to a matter of fact is substantially correct and every material representation as to a matter of expectation or belief is made in good faith, and are those facts which the underwriter may wish to know in deciding whether to underwrite the risk and/or the terms upon which to underwrite the risk. The requirement to make a full fair presentation of the risk exists throughout the life of the policy. They may be relevant either to **Your** full business description and any activities **You** / Directors / Partners / **Employees** undertake in the course of **Your** business or to the personal background and characteristics (including financial) of **You** and/or any director, partner, officer and/or principal of **Your Business**). Failure to make a fair presentation of the risk could result in **Your** Policy being invalidated.

Should **You** be in doubt as to whether information is accurate or material, then **You** must discuss it with **Your** insurance broker or adviser or disclose it to **Us**.

## Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **You** and **We** may choose the law which applies to this contract to the extent permitted by those laws. Unless **You** and **We** agree otherwise in writing **We** have agreed with **You** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** are based or if **You** are based in the Channel Islands or the Isle of Man the law of whichever of those two places in which **You** are based.

We and You have agreed that any legal proceedings between You and Us in connection with this contract will only take place in the courts of the part of the United Kingdom in which You are based or if You are based in either the Channel Islands or the Isle of Man.

**FEATURES, BENEFITS AND SIGNIFICANT EXCLUSIONS OR LIMITATIONS**The following features and benefits and significant exclusions or limitations are included subject to the cover **You** have selected.

Cover Offered	As Standard/Optional	Limit	Page Ref
<b>Damage</b> by fire, smoke, lightning, explosion, earthquake, thunderbolt, smoke, riot, civil commotion, malicious persons, storm, flood, escape of water or oil, subsidence landslip and ground heave, impact and theft / attempted theft	As standard	Sum Insured	16 & 17
Accidental Damage	Optional	Sum Insured	17
Rent or alternative accommodation for You and Your pets	As standard	25% of Sum Insured	23
Accidental breakage of fixed glass	As standard	Sum Insured	23
Accidental <b>Damage</b> to underground pipes, drains and cables	As standard	Sum Insured	22
Intention to Insure	As standard	£500,000 – only if Part A is insured	26
Loss of Gas	As standard	£10,000	23
Loss of metered water	As standard	£5.000	23
Loss of oil	As standard	£5,000	23
Personal Accident	As standard	£10,000 for <b>You</b> and / or <b>Your</b> spouse. If higher benefits are required a separate section of cover is available	24
The cost of replacing locks following Damage by Theft	As standard	£5,000	23
Cover for tracing and making good leaking underground pipes drains and cables	As standard	£25,000	24
Accidental Damage to Electronic Home Entertainment Equipment	As standard	Sum Insured	22
<b>Valuables</b> /High Value items	As standard	A third of the Sum Insured for Part B (Contents). Higher limits are available / Maximum Sum Insured per item is restricted to £5,000 or 5% of Sum Insured whichever is the greater under Part B (Contents) although cover may be available for higher value items subject to additional terms	18
Student Effects	As standard	£2,000 if Part B insured	24
Damage to Freezer contents	As standard	Sum Insured for Part B (Contents)	23
Automatic increase in Sum Insured for gifts and provisions in November and December and for 30 days before and after a member of <b>Your Family's</b> wedding day	As standard	10% of the Sum Insured for Part B (Contents)	24
Visitors Personal Effects	As standard	£1,000 Only if Part B (Contents) is insured	18
Personal Effects of Domestic Staff	As standard	10% of the Sum Insured for Part B (Contents)	18
Damage to contents in the open within the boundary of Your Home	As standard	£2,500 Only if Part B (Contents) is insured Higher limits are available	18
Loss of personal Money	As standard	£2,500 Only if Part B (Contents) or Part C (Personal Possessions) is insured	18
Unauthorised use of Credit Cards following loss or theft	As standard	£10,000 Only if Part B (Contents) or Part C (Personal Possessions) is insured	18

Cover Offered	As Standard/Optional	Limit	Page Ref
Damage to Personal Effects anywhere in the world for up to 60 days any one visit	As standard	Sum Insured for Part C (Personal Possessions)	19
Your liability as tenant	As standard	20% of sum insured for Part B (Contents)	21
Legal liability incurred under the Defective Premises Act	As standard	£10 million	21
Damages awarded in Your favour that You are unable to recover	As standard	£1 million	21
Public liability insurance as property owner of the <b>Home</b>	As standard	£10 million Only if Part A is insured	19
Public liability insurance as occupier of the <b>Home</b> and personal liability insurance whilst away from the <b>Home</b>	As standard	£10 million Only if Part B is insured	20
Liability to <b>Domestic staff</b>	As standard	£10 million Only if Part B is insured	20
The cost or removing, nullifying or cleaning up seeping polluting or contaminating substances from tanks on <b>Your</b> property following a sudden and identifiable incident	As standard	£25,000 in aggregate under sections 1 and 2	24
The cost of cleaning up and removing matters arising out of or due to dumping or tipping on <b>Your</b> property following a sudden and identifiable incident	As standard	£10,000 in aggregate under sections 1 and 2	25
The cost to restore <b>Your</b> garden if it is damaged by fire lightning, aircraft explosion, riot, civil commotion, malicious persons, impact, escape of water or oil or theft	As standard	£5,000, but £500 any one tree, shrub or plant	25
Upgrading security systems following a bodily assault in the <b>Home</b>	As standard	£5,000	25
Legal fees incurred in repossessing <b>Your Home</b> following occupation by squatters	As standard	£15,000	25
Accidental Damage to office equipment	As standard	£5,000, but £1,000 in respect of Reinstatement of <b>Data</b>	25
Fire Brigade and Rescue Services damage following an incident of fire	As standard	£10,000 in aggregate under sections 1 and 2	25
Fire extinguishing costs	As standard	Sum Insured	26
Household Emergency Access – <b>Damage</b> caused to the Buildings by forced access to deal with a medical emergency or to prevent <b>Damage</b> to <b>Your Home</b>	As standard	Sum Insured on Buildings under Part A	26
Land Agents' Fees – Land Agent's Fees incurred in monitoring, preparing or negotiating claims as a result of Damage covered by this section	As standard	£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	26

SECTION 2 – Material Damage Only applicable if this section is	shown as operative in the	schedule	
Cover Offered	As Standard / Optional	Limit	Page Ref
Damage by fire, lightning, explosion, aircraft, earthquake, smoke, spontaneous fermentation, electrocution of livestock, riot, civil commotion, malicious persons, storm, flood, escape of water or oil, impact, theft / attempted theft, transit, fatal Injury to livestock whilst in transit, fatal injury to livestock whilst straying, livestock worrying and hailstorm	Fire, lightning, explosion, aircraft, earthquake & smoke as standard. Other perils are optional	Sum insured Hailstorm damage is only available for <b>Damage</b> to crops	28 - 30
Accidental <b>Damage</b>	May be available depending on the specific item where this cover is required	Sum insured	29 - 30
Subsidence, landslip and ground heave	May be available for <b>Buildings</b> depending on the construction and use of the <b>Building</b>	Sum insured	29
Basis of settlement (either reinstatement or modern materials) chosen by <b>You</b> in the event of a total loss following an insured event	As standard	Sum insured	31
Damage to Buildings used for non-agricultural purposes	May be available depending upon proportion of overall sum insured	Sum insured	N/A
Index linking	As standard for <b>Buildings</b> only	N/A	32
Debris removal costs,	As standard	Sum insured plus an additional £50,000 for removal of asbestos	32
Cover for additional <b>Buildings</b> or <b>Machinery and Implements</b> or additions / extensions to existing <b>Buildings</b>	As standard	15% of Sum insured	32
Veterinary fees necessarily incurred following an insured event	As standard	£2,500, but £1,000 any one animal	36
Carcass removal fees necessarily incurred following an insured event	As standard	£500 any one animal	36
Loss of metered water	As standard	£5,000	33
Intention to insure	As standard	£500,000	34
The cost of replacing locks following Damage by Theft	As standard	£5,000	35
The cost of repairing / replacing glass following Damage by Theft	As standard	Sum Insured	35
Damage to property caused by the use of Explosives on the occasion of any Theft	As standard	£10,000	37
Directors, partners or <b>Employees</b> personal effects	As standard	£1,000 per person	35
Reinstatement cover for Machinery and Implements	As standard	Sum insured	31
Fire cover for Growing Timber	Optional	Sum insured	Schedule
Walls, gates, fences & hedges	Optional	First loss sum insured	Schedule
Uncollected Milk	Optional	Sum insured <b>You</b> specify	Schedule
Reinstatement of farm records	As standard	£2,000	35
Unexplained disappearance of Livestock	Optional	Sum insured	29
The cost or removing, nullifying or cleaning up seeping polluting or contaminating substances from tanks on <b>Your</b> property following a sudden and identifiable incident	As standard	£25,000 in aggregate under sections 1 and 2	34

SECTION 2 – Material Damage Only applicable if this section is	shown as operative in the	schedule	
Cover Offered	As Standard / Optional	Limit	Page Ref
The cost of cleaning up and removing matters arising out of or due to dumping or tipping on <b>Your</b> property following a sudden and identifiable incident	As standard	£10,000 in aggregate under sections 1 and 2	34
Fire Brigade and Rescue Service damage following an incident of fire	As standard	£10,000 in aggregate under sections 1 and 2	34
Fire extinguishing costs	As standard	Sum Insured	34
Rescue cover for Livestock	As standard	£2,500, but £500 any one animal	37
Loss destruction or damage to Livestock by storm or flood if situated in a fully enclosed building	Optional	Sum Insured	29
Land Agents' Fees – Land Agent's Fees incurred in monitoring, preparing or negotiating claims as a result of Damage covered by this section	As standard	£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	34

SECTION 3 – Business Interruption Only applicable if this section is shown as operative in the schedule			
Cover Offered	As Standard / Optional	Limit	Page Ref
Consequential loss resulting from fire, lightning, explosion, aircraft, earthquake, smoke, spontaneous fermentation, electrocution of livestock, riot, civil commotion, malicious persons, storm, flood, escape of water or oil, impact, theft / attempted theft, transit, fatal Injury to livestock whilst in transit, fatal injury to livestock whilst straying and livestock worrying	Fire, lightning, explosion, aircraft, earthquake & smoke as standard. Other perils are optional	Sum insured Wet perils are not available for property in the open	40-42
Consequential loss following Accidental Damage	May be available depending on the specific item for which this cover is required	Sum insured	41-42
Consequential loss resulting from Subsidence, landslip and ground heave	May be available for <b>Buildings</b> depending on the construction and use of the <b>Building</b>	Sum insured	41
Veterinary fees necessarily incurred following an insured event	As standard	£2,500, but £1,000 any one animal	46
Carcass removal fees necessarily incurred following an insured event	As standard	£500 any one animal	46
Indemnity period	12 months as standard. Option to extend to longer indemnity periods if requested	Sum insured proportionately extended for longer indemnity periods and to take into account trends of the <b>Business</b>	Schedule
Increased Cost of Working	As standard. Option to restrict cover to Increased Cost of Working only	Sum insured	44
Additional Increased Cost of Working	As standard. Not included if <b>You</b> elect for Increased Cost of Working Only	£25,000	43
Loss on forced sale of dairy cows	As standard	£2,500 per animal.	47
Loss of <b>Business</b> income as a result of loss destruction or damage to property in the vicinity of the Premises which prevents access to <b>Your Premises</b>	As standard	Sum insured proportionately extended for longer indemnity periods and to take into account trends of the <b>Business</b>	45

SECTION 3 – Business Interruption Only applicable if this section	ion is shown as operative in	n the schedule	
Cover Offered	As Standard / Optional	Limit	Page Ref
Loss of <b>Business</b> income as a result of loss destruction or damage at a customers or suppliers premises	As standard	Sum insured proportionately extended for longer indemnity periods and to take into account trends of the <b>Business</b>	46
Loss of <b>Business</b> income as a result of loss destruction or damage to property temporarily removed from the <b>Premises</b>	As standard	Sum insured proportionately extended for longer indemnity periods and to take into account trends of the <b>Business</b>	46
Loss of <b>Business</b> income as a result of loss destruction or damage at a Public Utility suppliers premises	As standard	20% of sum insured or £100,000 (whichever is the lesser)	46
Loss destruction or damage to a property elsewhere within the <b>Territorial Limits</b> where <b>You</b> are carrying out a contract	As standard	Sum insured proportionately extended for longer indemnity periods and to take into account trends of the <b>Business</b>	46
Book debts	As standard	£5,000 (option to increase)	46
Loss destruction or damage to <b>Agricultural Produce and Deadstock</b> and <b>Livestock</b> that is NOT included under Section 2. This means that <b>You</b> only need to include breeding <b>Livestock</b> under section 2.	As standard	Sum insured proportionately extended for longer indemnity periods and to take into account trends of the <b>Business</b>	42-43
Cover for non-farming <b>Business</b> activities	Cover is available for Rent & Farm Shops. For other activities refer to Your Insurance Adviser	Sum insured	Schedule
Loss, destruction or damage to Livestock by storm or flood if situated in a fully enclosed building	Optional	Sum Insured	40-41
Murder, disease and suicide - <b>Consequential Loss</b> resulting from interruption or interference with the <b>Business</b> at the <b>Premises</b> as a result of Murder, disease (defined), or suicide	As standard	25% of the <b>Gross Revenue</b> , or <b>Estimated Gross Revenue</b> shown in the schedule, or £100,000, whichever is the lower	47

SECTION 4 – Employers Liability Only applicable if this section is shown as operative in the schedule			
Cover Offered	As Standard / Optional	Limit	Page Ref
Employers Liability	As standard	£10 million	Schedule
Indemnity to Principal	As standard	£10 million	49-50
Compensation for required Court Attendance	As standard	£1,000 for one of <b>Your</b> directors, partners or proprietors & £500 for one of <b>Your Employees</b>	50
Damages awarded in Your favour that You are unable to recover	As standard	£10 million	50
Manslaughter costs extension	As standard	£1 million in any one Period of Insurance	50
Cover for non-farming activities	May be available for diversified farming / estate risks. Refer to <b>Your</b> insurance adviser	£10 million	N/A
Terrorism	As standard	£5 million	51

SECTION 5 – Public and Product Liability Only applicable if this	s section is shown as opera	ative in the schedule	
Cover Offered	As Standard / Optional	Limit	Page Ref
Public Liability	As standard	Options of £1 million, £2 million, £5 million or £10 million	52-55
Products Liability	As standard	Options of £1 million, £2 million, £5 million or £10 million in any one <b>Period of</b> Insurance	55-56
Pollution and Contamination Statutory Enforcement Costs	As standard	£500,000 in any one <b>Period of Insurance</b>	56
Indemnity to Principal	As standard	£5 million	56-57
Compensation required for Court Attendance	As standard	£500 for one of <b>Your</b> directors, partners or proprietors & £250 for one of <b>Your Employees</b>	57
Legal liability incurred under the Defective Premises Act 1987	As standard	As per Schedule	53
Cover for legal costs incurred in respect of the Health and Safety at Work Act 1974	As standard	As per Schedule	52-53
Cover for legal costs incurred in respect of Part II of the Consumer Protection Act 1987 or Part 2 of the Food Safety Act 1990	As standard	As per Schedule in any one <b>Period of Insurance</b>	55
Personal liability whilst abroad on <b>Business</b>	As standard	As per Schedule	54
Manslaughter costs extension	As standard	£1 million in any one Period of Insurance	57
Cover for non-farming activities	May be available for diversified farming / estate risks. Refer to <b>Your</b> Insurance Adviser	Options of £1 million, £2 million, £5 million or £10 million	N/A

SECTION 6 - Money Only applicable if this section is shown as	operative in the schedule		
Cover Offered	As Standard / Optional	Limit	Page Ref
Loss of money during Business Hours, in transit and in a Bank Night safe	As standard	Sum insured	60
Loss of money from the <b>Premises</b> out of <b>Business Hours</b>	As standard	£500 out of safe / £1000 in a safe. Higher amounts may be acceptable to Insurers depending on the specification of the safe	60
Loss of money from the Business owner or Employees residence	As standard	£500	60
Loss of crossed cheques and non-negotiable money	As standard	£250,000	60
Clothing & Personal Effects of <b>Employees</b> following theft	As standard	£500 any one person	60
Cattle passports	As standard	£250,000	60
Professional counselling following an assault to Your Employees	As standard	£5,000, but £1,000 per Insured Person	61
Assault to Your Employees* – Death	As standard	£10,000	61
Assault to <b>Your Employees</b> * - Total loss or permanent and total loss of use of one or more limbs	As standard	£10,000	61
Assault to <b>Your Employees*</b> – Total and irrecoverable loss of all sight in one or both eyes	As standard	£10,000	61
Assault to <b>Your Employees*</b> – Permanent total disablement from engaging in usual occupation	As standard	£10,000	61

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SECTION 6 – Money Only applicable if this section is shown as operative in the schedule			
Cover Offered	As Standard / Optional	Limit	Page Ref
Assault to <b>Your Employees</b> * – Temporary total disablement from engaging in usual occupation	As standard	£100 per week for up to 104 weeks	61
Assault to <b>Your Employees</b> * – Medical Expenses	As standard	Up to 15% of that payable for temporary total disablement	61
Cover is only available for individuals between the ages of 16 and 70			

SECTION 7 – Selected All Risks Only applicable if this section is shown as operative in the schedule			
Cover Offered	As Standard / Optional	Limit	Page Ref
Commercial Freezer Contents	Optional	Sum insured	Schedule
Office Contents & Business Equipment	Optional	Sum insured	Schedule
Saddlery & Tack	Optional	Sum insured	Schedule
Contents of Fuel / Fertiliser Tanks	Optional	Sum insured	Schedule
Hired in Plant	Optional	Sum insured	Schedule
Other items	May be available – refer to <b>Your</b> Insurance adviser	Sum insured	Schedule

# 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

\*\*Cover is only available for individuals between the ages of 16 and 65. Individuals engaged in more hazardous occupations or pastimes may not be eligible for cover or may be subject to additional terms Page Ref As Standard / Optional **Cover Offered** Limit Accidental bodily **Injury** resulting in death, loss of or use of limbs, loss of sight, As standard Up to an agreed lump sum 65 speech or hearing or disablement You choose the level of weekly benefits required. Benefits to be paid over a Accidental bodily **Injury** resulting in temporary total or partial disablement Optional 65 maximum of 104 weeks You choose the level of weekly benefits required. Benefits to be paid over a Sickness or disease Optional 65 maximum of 52 weeks Hijack / Kidnap / Unlawful detention of an Insured Person As standard £50 each day up to a maximum of 30 days 66

Absence of Agricultural Worker as a result of sickness or injury

65

# SECTION 9 – Goods In Transit Only applicable if this section is shown as operative in the schedule Livestock in Transit should be covered under Section 2

Cover Offered	As Standard / Optional	Limit	Page Ref
Cover for <b>Your</b> own goods whilst in transit	As standard	Sum insured Any One Event	68
Ropes & Sheets	As standard	£1000	68

Optional

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Agricultural wages ILL-Health Absence benefit

Drivers / Drivers mates' Personal Effects	As standard	£500	68
Property on Approval with Customers	erty on Approval with Customers Optional £20,000 Any One Event		69
Property on Demonstration	Property on Demonstration Optional £20,000 Any One Event		69
Property whilst at Exhibitions	Optional	Sum Insured Any One Event	69

# SECTION 10 – Legal Expenses Only applicable if this section is shown as operative in the schedule

Refer to separate policy summary

SECTION 11 – Contractors All Risks Single Contract Only applicable if this section is shown as operative in the schedule			
Cover Offered	As Standard / Optional	Limit	Page Ref
Replacement value on Contract Works being building works completed under contract and materials to be incorporated in the Works	As standard	Sum insured	94
Market value on plant and equipment the property of the contractor and used for the Contract Works	Optional	Sum insured	94
Hired in Plant used for the Contract Works including  a) liability of the contractor under hire agreement to make good damage to plant  b) costs of continuing hire charges following insured damage or breakdown	Optional	Sum insured £250 per day up to 90 days, but excluding the first 48 hours	96
Employees Tools	As standard	£500 per person	96
All Risks cover subject to certain exclusions	As standard	Sum insured	94
Debris removal costs, architects, surveyors and legal fees and allowance for costs of complying with Public Authority requirements	As standard	Sum insured	94
If original contract value increases the sum insured on contract works is automatically increased	As standard	Maximum uplift of 20%	95
Indemnity to <b>Principal</b>	As standard	Sum insured	95
Recovery of immobilised / immovable plant which is insured by this Policy	As standard	N/A	95
Materials provided to the Contractor for inclusion in the Contract Works	As standard	Sum insured	95
Transit cover for materials and plant	As standard	Sum insured	95
Offsite storage of contract materials	As standard	£1,000 non-ferrous metals; £100,000 All other materials	95
Expediting costs (overtime etc.) covered following insured damage	As standard	Sum insured	96
Redrawing of plans following insured damage	As standard	£25,000	95

SECTION 12 – Terrorism Only applicable if this section is shown as operative in the schedule				
Cover Offered As Standard / Optional Limit Page Re				
Terrorism	Optional	Sum insured	98-99	

SECTION 13 – Computers Only applicable if this section is shown as operative in the schedule			
Cover Offered	As Standard / Optional	Limit	Page Ref
Part A Computer & ancillary Equipment excluding equipment controlling a manufacturing process in <b>Your</b> control and kept at <b>Your Premises</b>	As Standard	Sum insured	100
"All Risks" cover subject to certain exclusions	As Standard	Sum insured	100
Cover on replacement value basis	As Standard	Sum Insured	101
Cover for Own Plant available on a specified item or Total Sum Insured basis	As Standard	Sum Insured	101
Breakdown covered where a maintenance agreement providing free repairs and adjustment of mechanical moveable parts is in place	As Standard	Sum Insured	101
Part B Reinstatement of Data in respect of proprietary software and back up records following loss, distortion, corruption or erasure of programs	As Standard	Sum Insured	101
Parts A & B extended to cover Transit risk anywhere in the World	As Standard	10% of Sum Insured under Part A or £100,000 whichever is less or £5,000 in respect of theft from unattended vehicles	102
Temporary repair costs	As Standard	10% of cost of normal repair or £50,000 whichever is less	102
Repair cost investigation expenses	As Standard	Sum Insured	102
Debris removal costs	As Standard	£50,000 or 10% of Sum Insured under Part A	102
Automatic cover for newly acquired equipment	As Standard	£250,000 or 10% of Sum Insured under Part A whichever is the lesser	102
Cost of modifying equipment and records to achieve compatibility with replacement items following an insured loss	As Standard	50% of Sum Insured under Part B or £50,000 whichever is less	102
Cost of rewriting research and development following loss destruction or damage provided Part B is insured	As Standard	Sum Insured under Part B or £5,000 whichever is less	103
Part C Increase in Cost of Working costs incurred following interruption to the computer operations of <b>Your Business</b>	As Standard	Sum Insured	104
Additional rental costs following loss covered under Part A	As Standard	£15,000	104
Misuse of computer equipment	As standard	£100,000	105

SECTION 14 – Environmental Liabilities Only applicable if this section is shown as operative in the schedule			
Heading	Detail		
Insurer	XL Insurance Company SE		
Claims Handlers	Appointed Loss Adjustor. The 24-hour hotline for the Appointed Loss Adjustor is 020 7933 7334		
Limit of Indemnity	£1,000,000 as standard; option to increase to £2,000,000 if requested		
Excesses	£5,000 Fly Tipping (defined as <b>Illegal Waste</b> ) £500 All other claims		
Permitted Activities	As per definition of <b>Agriculture</b> below		

SECTION 14 – Enviro	nmental Liabilities Only applicable if this section is shown as operative in the schedule
Retroactive Date	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 <b>You</b> have purchased  1) this section of the <b>Policy</b> , or coverage that provides materially the same cover as that provided under this section of the <b>Policy</b> and <b>You</b> have provided satisfactory evidence to show <b>Us</b> that it is materially the same
Type of Policy	Claims Made and Reported ( <b>Pollution Condition</b> or <b>Natural Resource Damage</b> commencing on or after Policy inception, the <b>Claim</b> occurs during the <b>Period of Insurance</b> and is reported during the <b>Period of Insurance</b> or within 30 days of the expiry date of the Policy). Measures that result in <b>Emergency Costs</b> must be reported as soon as possible.
<b>Key Definitions</b>	
Above Ground Storage Tanks	Stationary container or vessel including piping less than 10% beneath the surface capacity of 5,000 litres or more
Agriculture	Dairy farming Production of consumable produce Land as grazing meadow / pasture land / osier land / woodland / market gardens / nursery  Agricultural Contracting Specified associated activities Leisure activities (Camping / caravan / B&B) Livestock activities (horse livery / cattery/dog kennels / shooting / fishing) Retail activities (farm shop / open farm) Property activities (occupation by You of residential property and / or the letting of real property owned by You for residential, commercial or retail use)  Excludes activities falling outside the definition of Agriculture or Agricultural Contracting; intensive farming; the collection, storage, transportation, spreading or spraying of human waste; crop spraying undertaken by any person not holding the appropriate certification; non-recreational fish farming; waste collection, storage, transfer, incineration and/or disposal that is not associated with Agriculture; and waste water treatment.  Agricultural Contracting does not include the spraying of pesticides, herbicides, insecticides and fungicides.
Premises	Premises means any premises within Great Britain owned, used or occupied by the Insured, provided that the premises are used for Agriculture
Natural Resource Damage	Physical injury to, including the destruction of, protected species and natural habitats, water and land as specified in the Environmental Liability Directive.
Pollution Condition	The discharge, dispersal, release, seepage, migration, or escape of <b>Pollutants</b> into or upon land, or structures thereupon, the atmosphere, or any watercourse or body of water including groundwater.
Cover	
	Loss and Cleanup Costs that the Insured is 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 the Insured 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 the Insured during the Period of Insurance; and the Insured notifies the Insurer of the Claim in writing during the Period of Insurance or within thirty (30) days of the expiry date of the Policy. Plus Emergency Costs resulting from a Pollution Condition or Natural Resource Damage as specified in Section A.1) a) to c) above provided the Insured notify the Insurer as soon as possible of the emergency measures carried out by the Insured that give rise to such Emergency Costs

SECTION 14 – Enviro	nmental Liabilities Only applicable if this section is shown as operative in the schedule
Exclusions	
Please note that other exclusions may be applicable  Please see wording for full details	Above Ground Storage Tank(s) excludes all tanks 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 and all tanks constructed prior to 1991. In relation to tanks storing fuel or hazardous chemicals, excludes those tanks not within secondary containment & dro which has a capacity in excess of 15,000 litres Capital Improvements Costs Contractual Liability Employer's Liability Employer's Liability Excluded Activities - any of the following carried out by You or Your tenant:  1) any activities falling outside of the definition of Agriculture or Agricultural Contracting: 1) any activities falling outside of the definition of Agriculture and the 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, with the sole exception of waste exemption T23 for aerobic composting and associated prior treatment (or an equivalent exemption 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, with the sole exception of waste exemption T23 for aerobic composting and associated prior treatment (or an equivalent exemption 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, with the sole exception of waste exemption T23 for aerobic composition in Scotland or Northern Ireland, with the sole exception of waste exemption T23 for aerobic composition in Scotland or Northern Ireland, with the sole exception of waste ex
Conditions	
Please note that other conditions may be applicable	Notification Period: wording states that if the Insured is in receipt of multiple claims from a single event prior to expiry date of cover the later claim is deemed to have been submitted at the time of the first claim subject to the later claim being made within 5 years of the 1st claim provided a claim would not have been paid under any subsequent period of insurance.
Please see wording for full details	Other Insurance: wording states that if there is other insurance that would be applicable to clean up costs &/or emergency costs, this cover then acts as if it was an excess layer.

Policy Excesses – Note that You have the option of increasing the level of excess applicable in order to reduce the premium You pay. We reserve the right to impose increased excesses for individual policies where the risk posed to Us is unusually high or as a consequence of previous claims or losses.

Section 1 - Private House Buildings Contents and All Risks Subsidence landslip & ground Heave Clean up costs Escape of Water Loss destruction or damage to any fixed domestic water or heating installation caused by its own forcible and violent bursting All other losses	£1,000 £250 £250 £250 £100
Section 2 - Material Damage Riot civil commotion strikers locked out workers or persons taking part in labour disturbances or malicious persons, Impact (by Your own vehicle or animal only), Escape of water fuel or liquid fertiliser from any tank apparatus or pipe, Accidental Damage Storm or Flood Fatal Injury to Livestock whilst Straying or in Transit Theft or attempted theft Subsidence landslip & ground heave Clean up costs	£250 £500 per <b>Premises</b> £50 £100 £1,000 £250
Section 5 - Public and Products Liability for Third Party Property Damage only	£250 (Higher excesses may apply for <b>Business</b> activities other than farming on <b>Your Premises</b> )
Section 7 – Selected All Risks Theft from an unattended motor vehicle All other losses	£100 £50
Section 9 – Goods in Transit	£50
Section 11 – Contractors All Risks Single Contract Theft or malicious damage Employees tools All other losses	£750 £50 £500
Section 13 – Computer Insurance Loss destruction or damage resulting from Breakdown where no maintenance agreement is in force Loss destruction or damage resulting from failure in electricity supply Loss destruction or damage resulting from failure of telecommunications equipment Parts A & B only	24 Hours 30 Minutes 4 Hours £100

Significant Exclusions or Limitations	Applies to
Special terms apply to unoccupied private houses or unoccupied / empty commercial buildings used for non-agricultural purposes – <b>You</b> must advise <b>Us</b> without any undue delay when any <b>Premises</b> becomes unoccupied	Sections 1 & 2
If <b>You</b> have a high sum insured for contents / stock items or are located in a high theft risk area and have elected to include Theft additional security conditions may be imposed on <b>Your</b> Policy	Endorsement to sections 1,2,3,6 & 7
War Risks Exclusion	All Covers except sections 4 and 12
Nuclear Risks Exclusion	All covers except sections 4 &12
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	All Covers
Diminution of Value	All Covers
Electronic Risks Exclusion	All covers
Terrorism (unless <b>You</b> have elected to include section 12)	All sections except 12
Bursting of non-domestic steam boilers	Sections 2,3 & 7
Gradually operating causes	Sections 1,2,3,7,9,11 & 13
Mechanical or electrical breakdown of machinery	Sections 1,2,3,7,9 & 11
Fines and penalties imposed	Sections 4,5 & 10
Liability assumed by agreement	Section 5
Liability for which compulsory motor insurance is required	Sections 4 & 5
Loss destruction or damage to property in <b>Your</b> custody / cost of remedying defects in <b>Products Supplied</b>	Section 5
Products knowingly exported into USA and Canada	Section 5
Punitive / exemplary / aggravated / additional / compensatory damages awarded in USA and Canada	Section 5
Liability in respect of any <b>Business</b> activity which constitutes the operation of a Riding Establishment as per the Riding Establishment Acts 1964 and 1970	Section 5
Liability in respect of <b>Pollution or Contamination</b> other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place	Section 5

Significant Exclusions or Limitations	Applies to
Clean up costs in respect of <b>Pollution or Contamination</b> other than caused by a sudden identifiable	Sections 1 & 2
unintended and unexpected incident which takes place in its entirety at a specific time and place	
Reasonable precautions conditions apply	All covers
Theft from unattended motor vehicles unless all points of access are locked	Sections 1 & 9
The maximum sum insured in respect of Livestock is restricted to £5,000 per Working Dog or £10,000 any other animal unless specified on <b>Your</b> Schedule	Sections 2
Accidental <b>Damage</b> cover in respect of Private Houses that are let unless <b>We</b> have agreed otherwise	Section 1
If <b>You</b> have open fires in Thatched properties <b>You</b> must ensure that they are swept once every 12 months	Section 1
Loss destruction or damage to Guns unless <b>You</b> keep them in a locked cabinet or gun safe whilst not in use	Section 1
Damage unless forcible and / or violent entry has been made if any part of the Home is lent or let	Section 1
Theft of unattended pedal cycles whilst outside the boundary of the <b>Home</b> unless secured by a suitable locking device to a permanent structure	Section 1
Tents, groundsheets and other equipment used solely for camping unless <b>We</b> agree otherwise	Section 1
Cover may be restricted or terms imposed for <b>Buildings</b> where structural works are being carried out or <b>Your Building</b> (s) are not weathertight and secure	Sections 1 & 2
Storm Flood and Escape of Water or Oil claims are excluded in respect of contents and stock in the open	Section 2, 3 & 7
Hailstorm <b>Damage</b> to crops for five days following <b>Your</b> request for cover to be incepted	Section 2
Loss of metered water from irrigation pipes	Sections 1,2 & 3
Worrying of Livestock by Your own dog	Sections 2 & 3
Fatal Injury to Livestock whilst situated on Your Premises unless We have agreed otherwise	Sections 2 & 3
Injury to horses whilst hunting	Sections 2 & 3
Aviation or Marine liability (although limited cover may be available for small craft)	Sections 1 & 5
Injury or loss destruction or damage to property caused by or in connection with the sale / supply of fertiliser or animal feed	Section 5
Money in transit limited to £3,000 per person & £6,000 in aggregate unless <b>We</b> agree otherwise	Section 6
Storm or flood cover in respect of gates fences & hedges	Sections 1 & 2
Property Carried for hire or reward	Section 9
Speculative building cover ceases when the property is sold or let or 3 months after substantial completion of the Works; if work stops for a period of 3 months cover ceases at the end of this period	Section 11
All plant and <b>Temporary Buildings</b> must be at <b>Your Premises</b> or in a securely locked compound or store when not on site	Section 11
Motor vehicles where motor insurance is legally required	All covers
Loss destruction or damage to existing buildings	Section 11
Work in, under, over, adjoining water	Section 11
Work on bridges, viaducts, subways, tunnels, motorways, dams, nuclear installations or where excavations will exceed 5 Metres	Sections 5 & 11
Loss as a result of defective design, material or workmanship	All covers
Loss, destruction or damage after a Certificate of Completion has been issued	Section 11
Penalties under Contract	Section 11
Disappearances and shortages (except for cover available for livestock)	All covers
Loss or damage caused by wilful act or neglect	All covers
<b>Terrorism</b> except in respect of private house(s) or contents insured in the name of an individual. Damage cost or expense caused by nuclear chemical or biological contamination resulting directly or indirectly from <b>Terrorism</b> is excluded in respect of private houses insured in the name of an individual	All covers except Section 12
Except for goods in transit losses resulting from fire, lightning, explosion, aircraft or other aerial devices, riot, civil commotion, strikers, locked out workers, malicious persons, theft, earthquake, storm, flood, escape of water and impact	Section 13
Loss, destruction or damage costs recoverable under a maintenance agreement	Section 13
Loss, destruction or damage to equipment hired, sold, being worked upon or transported by You	Section 13
Penalties for delay/lack of performance	Section 13
Losses to safety and protective devices due to their functioning	Section 13
Under Part C deliberate supply/service withdrawal/use by <b>You</b> of unapproved telecommunications equipment	Section 13

Significant Exclusions or Limitations	Applies to
The cost or removing, nullifying or cleaning up seeping polluting or contaminating substances from tanks on <b>Your</b> property following a sudden and identifiable incident if the tank constructed before 1991 or are not bunded in accordance with OFST100	Sections 1 & 2
Any legal liability arising out of <b>Asbestos</b>	Section 5

#### 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** 

### **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 or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory

#### Claims

To make a claim please contact Your insurance adviser immediately or call 0344 346 0251 and ask for the claims team.

To make a claim under Section 14, please contact the **Appointed Loss Adjustor** immediately at 020 7933 7334 or contact your insurance advisor immediately.

**You** must give **Us** any information or help that **We** may reasonably ask for. **You** must not settle, reject, negotiate or agree to pay any claim without **Our** written permission. Full details of how to claim are included in the Policy document.

# Making Yourself Heard

Complaints

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

### **Our complaints process**

If your complaint relates to the sale of your policy, you should direct your complaint to the agent who sold you your policy.

If your complaint relates to the administration of your policy or the handling of a claim, you should address this to:

Complaints Department | BIBU | The Hamlet, Hornbeam Park, Harrogate, HG2 8RE

Telephone: 0344 346 0251

Email: <a href="mailto:enquiries@bibinsurance.co.uk">enquiries@bibinsurance.co.uk</a>

Website: www.bibu.co.uk

### What to do if you are still not satisfied

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. Further details of the FOS can be obtained from their website: <a href="www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a></a> Full details of our complaints procedure are in your policy booklet

## **Financial Services Compensation Scheme (FSCS)**

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.

### **Financial Conduct Authority Regulation**

BIBU is authorised and regulated by the Financial Conduct Authority, FCA No 308400. AXA Insurance UK PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the FCA website at <a href="www.fca.gov.uk.register">www.fca.gov.uk.register</a> or by contacting them on 0300 500 8082.