

Reference Booklet

Farm Essentials

Insurance

# How to Make a Claim

## 24-hour emergency helplines

### For Insurances other than Legal Expenses

**Normal business hours:** please call YOUR insurance advisor whose telephone number is shown on YOUR schedule.

**Any other time** (or if YOUR insurance advisor is unavailable): please call OUR 24-hour commercial emergency helpline freephone number **0800 282652**

Whichever number YOU call please read the following information before contacting US:

- the relevant section(s) of the policy which cover the loss;
- the General Exclusions, General Conditions and Claims Conditions found at the front of the policy;
- YOUR schedule.

To ensure WE can help YOU quickly and efficiently please have the following information available:

- YOUR policy number;
- YOUR name and address;
- details of the incident giving rise to the claim including date, circumstances and, if possible, an estimate of the cost; and
- YOUR contact number.

### Commercial emergency helpline

YOU can use the helpline by calling the freephone number **0800 282652** if YOU have an emergency at YOUR PREMISES which:

- puts YOUR health, or that of YOUR EMPLOYEES, at risk;
- creates a risk of damage to YOUR PREMISES or PROPERTY;
- creates unacceptable working conditions.

OUR emergency service will:

- offer to arrange for a suitable contractor to carry out any necessary emergency repairs; and
- tell YOU the contractors call-out and hourly labour charges. YOU are responsible for paying these charges, but YOU can claim them back if the damage is covered by YOUR policy.

### For Legal Expenses Insurance

Please refer to YOUR schedule to see if this is operative.

To make a claim under this section of the policy, please phone DAS on **0117 934 0571** quoting YOUR policy number. The INSURED PERSON claiming under the policy must have YOUR agreement to claim.

DAS will ask YOU about YOUR legal issue and if necessary call YOU back at an agreed time to give YOU legal advice. If YOUR issue cannot be dealt with as legal advice and needs to be dealt with as a potential claim under this section of the policy, DAS will give YOU a claim reference number. At this point DAS will not be able to tell YOU whether the claim is covered but will pass the information YOU have given DAS to their claims handling teams and explain what to do next.

If YOU would prefer to report YOUR claim in writing, YOU can send it to DAS' Claims Department at the following address:

Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Alternatively, YOU can email YOUR claim to: [newclaims@das.co.uk](mailto:newclaims@das.co.uk). Please do not phone DAS to report a general insurance claim.

### Glass Replacement Service

If this policy provides cover for glass YOU can utilise a 24 hour service to ensure that any broken glass is replaced without delay.

For full details please refer to the Accidental Breakage of Fixed Glass cover extension of the policy.

# Introduction

In return for YOU paying YOUR premium and US accepting it, WE will insure YOU in line with the terms of the policy for the PERIOD OF INSURANCE and any subsequent period of insurance, provided YOU keep to the terms and conditions of the policy.

Please read this policy, statement of insurance, schedule and any certificate(s) of insurance carefully. If they do not meet YOUR needs, return them to US or to YOUR insurance advisor as soon as possible.

This policy is evidence of the contract between YOU and US and is based on the information YOU provided, which is confirmed on the statement of insurance and YOUR schedule.

UK law allows both YOU and US to choose the law applicable to the contract. WE have chosen that this contract will be governed by and interpreted in accordance with English law. The contract will be subject to the exclusive jurisdiction of the English courts.

A handwritten signature in black ink that reads "Steve Bower". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Steve Bower  
Customer Services Director  
The National Farmers Union Mutual Insurance Society Ltd.

Note: The issue by US to YOU of a policy makes you a member of The National Farmers Union Mutual Insurance Society Limited ("THE SOCIETY"), on the terms of THE SOCIETY'S memorandum and articles of association. These are available from the Company Secretary at our registered office.

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# Thank you for placing your Insurance with NFU Mutual

## Cancellation Rights

If YOU do not want to accept your new cover, YOU may cancel the cover by writing to US or calling US within 14 days of receiving the policy or amendment to an existing policy. WE may charge pro rata for the cover provided.

## Complaints

WE strive to provide OUR customers with the highest level of service and would like to know if YOU are not satisfied with any aspect of this. If YOU are unhappy with the service YOU receive, please tell US straight away as WE would like the chance to put things right. YOU can do this by calling YOUR local agent, or the call centre which issued this policy, or in writing. YOU can also use OUR website [www.nfumutual.co.uk/complaints](http://www.nfumutual.co.uk/complaints) to find out more information or to make a complaint.

If YOU remain unhappy with the outcome YOU may be able to refer YOUR complaint to the Financial Ombudsman Service. For more information visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or call **0800 023 4567** from a landline or **0300 123 9123** from a mobile phone.

Please always quote YOUR policy number as it will enable YOUR complaint to be dealt with promptly.

## Financial Services Compensation Scheme

WE are covered by the Financial Services Compensation Scheme (FSCS) which means that YOU may be entitled to compensation from the scheme if WE cannot meet OUR obligations under this policy. This depends on the type of policy YOU have purchased and the circumstances surrounding YOUR claim. YOU can find out more at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling **0800 678 1100**.

## Language

This policy and its accompanying documentation are written in the English language. WE will communicate with YOU in English throughout the duration of this policy.

## Statutory Status

YOU can check OUR statutory status on the Financial Services Register. YOU can access the Financial Services Register from the Financial Conduct Authority (FCA) website [www.fca.org.uk](http://www.fca.org.uk) or by calling the FCA on **0800 111 6768**. OUR Financial Services Register number is 117664.

## Privacy Policy

To find out more about how WE use YOUR personal information and YOUR rights, please view the privacy policy on OUR website.

## Fraud Prevention and Detection

To prevent and detect fraud WE may at any time check, share and/or file details with other organisations, fraud prevention agencies, databases and public bodies including the police. If WE are given false or inaccurate information and WE identify or suspect fraud, WE will record this. This may prevent YOU gaining access to alternative insurance and/or financial services. OUR Privacy Policy includes information about what WE do with YOUR personal data for this purpose.

# Your Obligations

This policy and schedule contain terms including warranties and special conditions. It is important that YOU read and understand these in full. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss it may invalidate YOUR cover and affect YOUR right to claim.

Below WE provide a summary of YOUR most important obligations contained in this policy which will apply if YOU have the cover in force as stated in YOUR schedule. Please read YOUR policy for full details of YOUR obligations.

## **General Conditions** (applicable to all covers of the policy)

Alteration In Risk - Advising us of any alteration in risk

Duplicate Records - Backing up your records

Payment Of Premium - Paying your premium

Reasonable Precautions - Taking reasonable precautions to avoid loss or damage

Surveys, Risk Improvements & Additional Information - Allowing us to conduct surveys and implementing recommendations

## **Property**

Deterioration of Stock Warranty - Inspecting and maintaining refrigeration equipment

Exclusions - Securing unattended vehicles and trailers

Special Conditions, Underinsurance - Accurately declaring the value of property insured

Warranties - Keeping premises secure; appropriately storing and removing trade waste; appropriately storing stock in basements and cellars; maintaining fire extinguishing appliances; maintaining and using fire protection systems

## **Money & Malicious Attack**

Credit Cards - Keeping cards secure and complying with the terms of the card company

Warranties - Keeping premises secure; keeping records of money and monetary documents; securing money in transit

## **Engineering Inspection**

Special Conditions - Assisting us to undertake inspections

## **Engineering Insurance**

Warranties - Inspecting, servicing and maintaining plant

## **Livestock Herd**

Special Conditions, Underinsurance - Providing adequate sums insured

## **Livestock In Transit**

Subcontractors - Obtaining confirmation of insurance from subcontractors

Special Conditions, Underinsurance - Accurately declaring the value of livestock insured

Special Conditions, Animal Welfare - Transporting livestock in accordance with European Union regulations

## **Business Interruption (Income - Declaration Linked)**

Declaration and Premium Adjustment - Declaring estimated income

Warranties - Complying with the Warranties in the Property Cover

## **Goods In Transit**

Special Conditions, Underinsurance - Not exceeding vehicle load limit

**Public and Product Liability**

Cloakroom Liability - Display of notices in cloakrooms

Warranties, Underground Services - Identifying and protecting underground services

Warranties, Use of Heat - Taking care of work involving use of heat

**Environmental Liability**

Primary Remediation Costs - Not incurring any remediation costs without written consent

**Commercial Legal Expenses**

Tax Protection - Take reasonable care to complete and return tax returns accurately and on time

Special Conditions - Take reasonable steps to avoid a claim

**Professional Expenses for Arbitration and Agricultural Land Tribunal Hearings**

Special Conditions - Take reasonable steps to avoid a claim

# General Definitions

Each time WE use one of the words or phrases below in capital letters, it will have the same meaning wherever it appears in the policy, unless an alternative is stated to apply. Where a section of the policy contains definitions, they must be read in conjunction with the following general definitions.

Words which appear in lower case will have their natural and ordinary meaning.

## ACCIDENT

Accidental physical injury resulting from a visible cause or exposure to severe weather conditions.

## BASIS OF COVER

Day One Reinstatement, Reinstatement, Indemnity, Modern Materials or First Loss as shown on YOUR schedule.

## BUILDINGS

Unless stated otherwise on YOUR schedule the buildings of the PREMISES which YOU own or for which YOU are responsible and which are:

- 1 built of brick, stone, concrete or metal;
- 2 roofed with slates, tiles, concrete, asphalt, metal or sheets or slabs composed entirely of incombustible mineral ingredients; and
- 3 with a maximum 10% construction of combustible materials.

The definition of BUILDINGS includes:

- 1 cables, wires and associated control gear and accessories;
- 2 landlords' fixtures and fittings which YOU own or for which YOU are responsible;
- 3 outbuildings, extensions, annexes, gangways and conveniences which satisfy the requirements set out above;
- 4 walls including boundary walls, gates and fences around and belonging to YOUR buildings;
- 5 piping, ducting, inspection covers, external tanks, drains or private off-mains drainage systems and accessories for which YOU are legally responsible, which extend from YOUR buildings; and
- 6 yards, car parks, roads, forecourts and pavements around and belonging to YOUR buildings.

## BUSINESS

The business described on YOUR schedule, including:

- 1 the provision and management of canteen, social, sports, educational and welfare organisations and first aid, fire, ambulance and security services for the benefit of EMPLOYEES;
- 2 maintenance and repair of YOUR PROPERTY and PREMISES; and
- 3 taking part in exhibitions and trade shows.

## COMPUTER EQUIPMENT

Computer equipment used for electronic processing, communication and storage of electronically processed data including:

- 1 installed computer equipment comprising interconnecting wiring and fixed discs including but not restricted to telecommunications equipment, computerised telephone systems, printers, scanners and other associated equipment, point of sale equipment, electronic access equipment, air conditioning, heat, smoke and water detection equipment, lightning and voltage regulating equipment;
- 2 portable computer equipment which is carried by hand including but not restricted to laptops, palmtops, tablet personal computers, portable hard drives and other external storage data devices, digital cameras, smart phones, mobile phones and removable satellite navigation systems, digital audio and visual equipment and other electronic media presentation equipment.

Computer equipment which is an integral part of the control, monitoring or operation of process or production machinery is excluded.

## CONTENTS

Trade fixtures and fittings, machinery and all other contents and equipment owned by YOU or for which YOU are responsible and which relates to YOUR BUSINESS, including:

- 1 tenants' improvements, alterations and decorations;
- 2 business books, documents, computer systems records and programmes, designs or plans but only for the cost of the materials, labour and computer time necessary to reproduce them;
- 3 patterns, models and moulds but only for the cost of the materials and labour necessary to reproduce them;
- 4 personal effects other than MONEY and/or MONETARY DOCUMENTS of any director, EMPLOYEE or visitor not exceeding £1,000 for any one person; and
- 5 wines and spirits used solely for entertainment purposes.



The following PROPERTY is excluded from the definition of CONTENTS:

- 1 landlords' fixtures and fittings;
- 2 STOCK;
- 3 COMPUTER EQUIPMENT;
- 4 gaming, amusement or external vending machines;
- 5 motor vehicles licensed for road use, including their accessories;
- 6 deeds, bonds, bills of exchange or MONEY or MONETARY DOCUMENTS;
- 7 explosives; and
- 8 living creatures, pets or livestock.

#### DAMAGE

Accidental physical loss, destruction or damage.

#### DECLARED VALUE

YOUR assessment of the cost of reinstating each ITEM OF PROPERTY at the start of the PERIOD OF INSURANCE, where the BASIS OF COVER is shown in YOUR schedule as Day One Reinstatement. The DECLARED VALUE should include an allowance for:

- 1 any additional cost of reinstatement to comply with the requirements of the public authorities including the European Union;
- 2 professional fees; and
- 3 debris removal costs.

#### EMPLOYEE

Any person working for YOU in connection with YOUR BUSINESS who is:

- 1 under a contract of service or apprenticeship with YOU;
- 2 a labour master, labour-only sub-contractor or a person supplied by either of them;
- 3 self-employed;
- 4 working under a recognised work experience or training scheme;
- 5 a voluntary helper;
- 6 borrowed by or hired to YOU; or
- 7 a director of the company.

#### EXCESS

The amount or, where expressed as a percentage, the proportion of each loss for which YOU are responsible which will be deducted from any claim payment, after all other terms and conditions (including any underinsurance condition) of this policy have been applied.

#### ILLNESS

Any illness, disease, medical complaint or condition which is not an ACCIDENT contracted in Europe, Australia, Canada, New Zealand, the Republic of South Africa or the United States of America.

#### INJURY

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

#### INSURED PERIL

A peril which is listed on YOUR schedule as being insured.

#### ITEM OF PROPERTY

Any individual article or category of articles of PROPERTY to which an individual sum insured is attached in YOUR schedule.

#### MONEY

Cash, bank currency notes, uncrossed cheques and postal orders, luncheon vouchers, unused postage stamps, trading and National Insurance stamps not fixed to cards, National Savings stamps, unexpired units in franking machines and gift vouchers, lottery and other prize scratch cards, utility vouchers, top-up cards and mobile phone vouchers belonging to YOU or for which YOU are responsible in connection with YOUR BUSINESS.

#### MONETARY DOCUMENTS

Crossed cheques and postal orders and bankers' drafts, National Insurance stamps fixed to cards, National Savings certificates, premium bonds, credit card sales vouchers or receipts, VAT purchase invoices and any other money instruments which are non-negotiable belonging to YOU or for which YOU are responsible in connection with YOUR BUSINESS.

#### PERIOD OF INSURANCE

The period of insurance specified on YOUR schedule.

#### POLLUTION

All pollution or contamination of PROPERTY or of water or land or the atmosphere.

#### PREMISES

The premises shown on YOUR schedule comprising the BUILDINGS or BUILDINGS of which YOU are the sole occupier (unless otherwise shown on YOUR schedule) in connection with YOUR BUSINESS and the land within the boundaries belonging to them.

#### PROPERTY

Material property.

#### SLAUGHTER ON HUMANE GROUNDS

Slaughter:

- 1 with OUR prior consent; or
- 2 where a VET has certified it necessary to carry out immediate slaughter because it would be cruel to keep the animal alive.

#### STOCK

Stock and materials in trade owned by YOU or for which YOU are responsible.

#### TERRORISM

- 1 For liability insurances:

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

- 2 For all other insurances:

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.

#### TRAILER

An unpowered wheeled vehicle, implement or machine, including fixed equipment and accessories, that has been designed to be towed by a mechanically propelled vehicle and which is owned by YOU or is in YOUR custody or control excluding:

1. a mechanically propelled vehicle, whether disabled or not;
2. a trailer that is insured under an NFU Mutual Agricultural Vehicle policy and / or
3. a caravan, trailer tent or horse trailer unless used for business or professional purposes.

#### VET

A veterinary surgeon registered with the Royal College of Veterinary Surgeons.

#### WE, US, OUR

The National Farmers Union Mutual Insurance Society Limited.

#### YOU, YOUR

The legal entity/entities shown on YOUR schedule as being the Policyholder.

# General Exclusions

The following exclusions apply to the whole of this policy including any cover extensions and endorsements unless otherwise stated:

WE will not pay for:

- 1 losses directly or indirectly caused or contributed to by;
  - a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation or requisition or destruction of or damage to PROPERTY by or under the order of any government, public or local authority, other than for insurance provided under the Employers' Liability section;
  - b) TERRORISM unless stated otherwise in the policy. If WE allege that this General Exclusion applies to any claim, the burden of proving the contrary will be upon YOU. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect;
  - c) pressure waves arising from aircraft and other aerial devices travelling at sonic or supersonic speeds;
  - d) the use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss, other than for insurance provided under the Employers' Liability and / or Environmental Liability sections;
  - e) ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel;
  - f) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component; and/or
  - g) any weapon or device employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.
- 2 loss of market value beyond the cost of repair, replacement or reinstatement of PROPERTY.
- 3 DAMAGE to COMPUTER EQUIPMENT or any other loss arising directly or indirectly from:
  - a) unauthorised access;
  - b) virus, program code, programming instruction or any set of instructions intentionally constructed with the ability to DAMAGE, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not, including trojan horses, worms and logic bombs;
  - c) actions or instructions constructed or generated with the ability to DAMAGE, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and among networks.
- 4 losses directly or indirectly caused or contributed to by:
  - a) the way in which any COMPUTER EQUIPMENT responds to or deals with or fails to respond to or deal with any true calendar date; and/or
  - b) COMPUTER EQUIPMENT responding to or dealing in any way with:
    - i. data denoting a calendar date or dates as if such data did not denote a calendar date or dates; and/or
    - ii. data not denoting a calendar date or dates as if such data denoted a calendar date or dates; whether such COMPUTER EQUIPMENT is YOUR PROPERTY or not.

For all insurances other than Public Liability, Products Liability or Legal Expenses paragraphs 3 and 4 above will not exclude subsequent DAMAGE (not otherwise excluded) which itself results from fire, aircraft, explosion, earthquake, escape of water, impact, riot or malicious persons, sprinkler leakage, subsidence and theft otherwise insured by this policy.

- 5 WE will not pay for any DAMAGE caused by or in connection with the property being used by YOU, YOUR tenant or any other lawful visitor for the conduct or attempted conduct of illegal activity.

# General Conditions

The following conditions apply to the whole of this policy including any cover extensions and endorsements unless otherwise stated:

## Alteration in Risk

YOU will not be insured under this policy if:

- 1 YOUR interest ceases, except by will or operation of law; or
- 2 there is a change in circumstances, which alters the risk.

YOU are required to tell US of any change of circumstances that arise after the start of this insurance. If YOU are not sure whether a change in circumstances needs to be disclosed, YOU should disclose it.

## Automatic Reinstatement

Provided that YOU pay any additional premium that WE require, the insurance by this policy will not be reduced by the amount of any loss unless:

- 1 either YOU or WE advise to the contrary; or
- 2 the applicable section of this policy specifically provides to the contrary.

## Cancellation of the Policy

YOU may cancel YOUR policy by writing to US or calling US. WE will then refund part of YOUR premium unless YOU have made a claim in the current PERIOD OF INSURANCE.

WE may cancel YOUR policy at any time by giving YOU 14 days notice in writing. OUR cancellation letter will be sent to the latest address WE have for YOU.

The reasons why YOUR policy may be cancelled include, but are not limited to:

- 1 where YOU or anyone acting for YOU commits fraud or makes a misrepresentation in order to gain an advantage under any aspect of YOUR policy;
- 2 where a change in YOUR circumstances means that WE can no longer provide cover;
- 3 failure to comply with policy terms and conditions;
- 4 use of threatening or abusive behaviour or language, or intimidating or bullying of OUR staff or suppliers;
- 5 if YOU default under OUR Credit Agreement to pay the premium, cover under YOUR policy will cease in accordance with the conditions of the Credit Agreement.

If WE cancel YOUR policy WE will refund the part of YOUR premium applying to the remaining PERIOD OF INSURANCE unless fraud or misrepresentation has been identified or a claim has been made when WE may not refund any premium.

## Compliance with Terms

WE will not pay YOUR claim unless YOU and all other persons insured by this policy observe and comply with all the terms and conditions of this policy, whether contained in these General Conditions or elsewhere.

## Duplicate Records

We will not pay YOUR claim for book debts or Property Cover Extension Computer Equipment Breakdown unless, throughout the PERIOD OF INSURANCE:

- 1 all YOUR data records are backed up at least once every 14 days and stored off site or in a fire proof cabinet;
- 2 adequate back up facilities are provided to ensure that all essential business information and software can be recovered following a breakdown; and
- 3 back up arrangements for individual systems are tested at least once a year.

## Designation Clause

In determining the item under which PROPERTY is insured WE will accept the description given in YOUR business records.

### **Fraud and Misrepresentation**

If YOU or anyone acting for YOU:

- 1 makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent declaration, statement or other device; and/or
- 2 intentionally misrepresents and/or misdescribes or withholds any material relevant to this insurance;

WE will not pay any part of YOUR claim or any claim which YOU have made or which YOU may make under the policy and WE will have the right to:

- 1 avoid, or at OUR option, cancel the policy without returning any premium that YOU have paid;
- 2 recover from YOU any amounts that WE have paid in respect of any claim, whether such claim was made before or after the fraudulent claim; and/or
- 3 refuse any other benefit under the policy.

### **Interested Parties**

At YOUR request, WE agree to note any interest in the PROPERTY shown on YOUR schedule which YOU are required to include. In the event of DAMAGE occurring which results in a claim under this policy, YOU agree to disclose the nature and extent of such interest prior to the settlement of any claim.

### **Non-invalidity**

No act, omission or alteration which is unknown to YOU or beyond YOUR control will invalidate this policy provided that YOU inform US of any increased risk as soon as YOU become aware of it.

### **Payment of Premium**

- 1 If YOU pay the premium using OUR direct debit instalment scheme, WE have the right to renew this policy each year and continue to collect premiums using this method. WE may vary the terms of the policy (including the premium) at renewal. WE will not renew this policy, provided that YOU tell US before YOUR next renewal date that YOU do not want to renew.
- 2 Where WE refer in the policy to the payment of premiums, this will include payment by monthly instalments. If YOU pay by this method, this policy remains an annual contract. The date of payment and the amount of the instalments are governed by the terms of the credit agreement. If an instalment is not received by a due date then, subject to the Consumer Credit Act 1974 (if it applies), the credit agreement and this policy will be cancelled immediately, unless WE agree otherwise.

### **Personal Legal Representatives**

If YOU die, WE will provide indemnity to YOUR personal legal representatives for any liability YOU had previously incurred under this policy, provided that the personal legal representatives keep to the terms and conditions of the policy.

### **Premium Adjustment**

If YOUR premium is based on estimates that YOU have provided YOU agree that:

- 1 those estimates will be based upon reasonable and objective grounds according to established commercial standards; and
- 2 upon OUR request, YOU will provide within a reasonable time:
  - a) an updated estimate for the coming period of insurance; and/or
  - b) a declaration of any information as WE may require to adjust YOUR premium. Where YOU provide such a declaration YOU will pay any additional premium as may be required or WE will refund any premium to YOU subject to OUR retention of OUR normal minimum premium.

### **Reasonable Precautions**

WE will not pay YOUR claim unless YOU have, throughout the PERIOD OF INSURANCE:

- 1 complied with all legal requirements and regulations imposed by any authority;
- 2 taken reasonable steps to prevent and minimise accidents, loss, injury and damage;
- 3 taken reasonable steps to protect PROPERTY and maintain it in a good state of repair;
- 4 taken reasonable care in the selection and supervision of EMPLOYEES;
- 5 kept books with a complete record of purchases and sales; and
- 6 employed a VET at YOUR own expense when an insured animal is injured or ill and treated that animal in accordance with the VET's recommendations.

**Rights of Third Parties**

Any person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999, or other subsequent legislation, to enforce the terms of this policy, but this does not affect any right or remedy of a third party which exists or is available apart from this Act.

**Right to Survey**

WE have the right to conduct a survey of YOUR PREMISES for the purposes of assessment or control of risk.

**Surveys, Risk Improvements and Additional Information**

If YOUR schedule indicates that this policy has been issued subject to certain survey(s) being undertaken YOU will, within a reasonable time, allow US access to any location that WE may require to undertake those survey(s). If WE are unable to carry out a survey within a reasonable time WE may at OUR election avoid, cancel, suspend or alter the terms of this policy or increase the premium.

If YOUR schedule indicates that this policy has been issued subject to YOU implementing certain risk improvements or providing certain additional information:

- 1 the insurance granted by this policy will automatically cease following the expiry of any deadline indicated in YOUR schedule or any other deadline which WE may specify; or
- 2 if no deadline is indicated in YOUR schedule but YOU fail to implement the improvements or provide the information within a reasonable time WE may at OUR election avoid, cancel, suspend or alter the terms of the policy or increase the premium.

If any survey or additional information reveals factors that adversely influence OUR assessment of the risk WE may at OUR election avoid, cancel, suspend or alter the terms of this policy or increase the premium. WE will communicate any such actions to YOU in writing.

**Renewal of the policy**

Prior to the renewal date of YOUR policy, WE will send YOU details of:

- 1 the terms on which YOUR policy may be renewed;
- 2 any changes to the policy cover; and
- 3 the actions YOU need to take to renew YOUR policy.

If YOUR payment method for the policy is Direct Debit then YOUR policy will be automatically renewed using the payment details YOU have given to US.

YOU agree that WE may deduct the premium(s) for the renewed policy from YOUR nominated bank account unless YOU tell US that YOU do not wish to continue paying the premium in monthly instalments by Direct Debit, or YOU do not wish to renew YOUR policy.

If YOUR payment method for the policy is not Direct Debit then YOU must contact US before the renewal date to arrange payment.

If YOU do not want to renew YOUR policy or YOU want to change the payment method YOU must contact US prior to renewal unless WE have told YOU, in writing, that this is unnecessary.

If WE do not want to offer renewal of YOUR policy WE will contact YOU in writing in accordance with the Cancellation General Condition.

# Claims Conditions

The following conditions apply to the whole of this policy including any cover extensions and endorsements unless otherwise stated:

## Action by YOU

- 1 WE will not pay YOUR claim unless YOU:
  - a) tell US as soon as possible about anything that happens which may give rise to a claim and give US all the assistance that WE require;
  - b) tell US and the Police immediately and in any event within seven days if the DAMAGE arises from a criminal act, riot or malicious persons;
  - c) immediately send to US unanswered all communications from any third parties in relation to any event which may result in a claim under this policy;
  - d) supply, at YOUR own expense, details of the claim in writing including any supporting information or evidence that WE require;
  - e) take all reasonable action to minimise any loss and avoid further loss; and
  - f) provide US with full details of any parties which have a legal interest in the PROPERTY which is the subject of the claim.
- 2 WE will not pay YOUR claim if YOU admit, deny, negotiate or settle any claim without OUR prior consent.

## OUR Rights

- 1 WE have the right to settle a claim by:
  - a) payment of money; and/or
  - b) reinstatement, replacement or repair of YOUR PROPERTY in a reasonable manner but not necessarily to its exact previous condition or appearance.
- 2 OUR maximum liability will be the sum insured or limit of indemnity shown on YOUR schedule unless otherwise stated.
- 3 WE are entitled to:
  - a) take the benefit of YOUR rights against another person before or after WE have paid a claim; and/or
  - b) take over the defence or settlement of a claim; and YOU will give US all reasonable assistance.WE will not use this right to enforce or pursue a settlement against:
  - a) any company which is YOUR parent or subsidiary; or
  - b) any company which is a subsidiary of a parent of which YOU are also a subsidiary.For the purpose of this Claims Condition, 'subsidiary' will have the meaning given to it by section 1159 of the Companies Act 2006 or any subsequent amendments to that provision.
- 4 WE will have sole control of all claims procedures and settlements for all claims made against YOU.
- 5 WE may free OURSELVES from any further liability by paying to YOU:
  - a) the limit of indemnity;
  - b) the sum insured; or
  - c) any smaller amount for which the claim can be settled;after deducting any payments already made. WE will pay legal costs that have been incurred with OUR prior consent up to the date of such payment.

## Claims Control

If WE are paying a claim for INJURY or DAMAGE:

- 1 WE are entitled to the value of any salvage;
- 2 WE have the right to enter the PREMISES in which the DAMAGE occurred and to take possession of the DAMAGED PROPERTY;
- 3 YOU are required to retain without alteration or repair all PROPERTY connected with the DAMAGE or INJURY, unless WE tell YOU otherwise, or such action is prohibited by legislation;
- 4 YOU are required to inform US at least 24 hours before disposing of any carcass (other than disposal following death by anthrax or slaughter under any official scheme rules relating to the eradication of a specific disease); and
- 5 YOU are not to abandon PROPERTY to US whether WE have taken possession of it or not.

**Arbitration**

Where WE have accepted a claim but there is disagreement over the amount to be paid, the dispute will be referred to an arbitrator, appointed in accordance with section 16 of the Arbitration Act 1996. YOU may not take any legal action against US until the arbitrator has reached a decision.

**Contribution**

If there is another policy covering the same PROPERTY or liability, WE will be liable only for OUR proportionate share. If such other policy has a provision which prevents it from contributing in a like manner, the most WE will pay will be any amount in excess of that which would have been payable under the other policy had this policy not been in force.

**Subrogation**

YOU and any other person entitled to the benefit of this policy will take all necessary steps to preserve and/or enforce rights against any other party before or after WE make any payment.



# Perils

YOUR schedule will show which of the following perils are insured by each section.

## Fire

- 1 Fire excluding DAMAGE arising from:
  - a) explosion resulting from fire;
  - b) earthquake or subterranean fire;
  - c) its own spontaneous fermentation or self-heating of PROPERTY or its undergoing any heating process or any process involving the application of heat; and/or
  - d) electrical plant or appliances:
    - i. over-running;
    - ii. short-circuiting; and/or
    - iii. self-heating;but this will not exclude DAMAGE arising from the spread of fire to other plant or appliances or other PROPERTY;
- 2 Lightning;
- 3 Explosion:
  - a) of gas; and/or
  - b) of boilers;used for domestic purposes only but excluding DAMAGE arising from earthquake or subterranean fire.
- 4 Escape of fertiliser from any storage tank at the PREMISES;
- 5 Escape of oil from a fixed heating installation or connected apparatus;
- 6 Falling television or radio aerials or aerial fittings or masts; and/or
- 7 Falling trees or parts of trees, but excluding:
  - a) DAMAGE caused during a felling or lopping operation;
  - b) DAMAGE caused to fences, gates or hedges; and/or
  - c) the cost of removing fallen trees, unless they have given rise to a valid claim.

## Aircraft

Aircraft or other aerial devices or articles dropped from them.

## Earthquake

Earthquake or subterranean fire.

## Escape of Water

Escape of water from any tank, apparatus or pipe, excluding DAMAGE arising from water discharged from or leaking from any automatic sprinkler installation in the PREMISES.

## Explosion

Explosion excluding DAMAGE:

- 1 arising from or consisting of the bursting by steam pressure of any boiler (other than a boiler used for domestic purposes), economiser or other vessel, machine or apparatus belonging to YOU or under YOUR control in which internal pressure is due to steam only; and/or
- 2 to any vessel, machinery or apparatus, or its contents, belonging to YOU or under YOUR control, which requires to be inspected to comply with any statutory regulations, unless there is in force a policy of insurance or other contract providing all inspection required by law. This exclusion will not apply to any subsequent DAMAGE which arises from a cause which is not otherwise excluded.

## **Flood**

Flood excluding DAMAGE:

- 1 arising from storm or frost;
- 2 arising from subsidence, ground heave, landslip or escape of water from any tank, apparatus or pipe, whether resulting from flood or otherwise;
- 3 arising from a change in the water table level;
- 4 to fences, gates, hedges or moveable PROPERTY in the open other than TRAILERS;
- 5 to growing crops:
  - a) in the open;
  - b) under polythene covered structures which have been de-skinned or where the covering or part of the covering has been rolled up; and/or
  - c) under frames, cloches or Dutch, English or pit lights;
- 6 to livestock in the open;
- 7 to Spanish tunnels, temporary, portable or mobile tunnels or to PROPERTY contained in any of them, unless shown on YOUR schedule as insured;
- 8 to BUILDINGS, glasshouses, greenhouses or structures clad with plastic or polythene, if they are not in a good state of repair, or to PROPERTY contained in any of them;
- 9 to PROPERTY contained in BUILDINGS, glasshouses, greenhouses or structures clad with plastic or polythene if they are open-sided or partly open-sided;
- 10 to polythene covered structures or any PROPERTY contained in them, unless the polythene covering has been maintained in good condition, correctly tensioned and securely attached to the structure; and/or
- 11 to plastic or polythene covered structures, or PROPERTY contained in them, in respect of Business Interruption cover only, unless both the structure and the covering are insured under the Property section against DAMAGE by the peril of flood.

## **Impact**

Impact by any vehicle or animal, excluding DAMAGE:

- 1 arising from theft or attempted theft;
- 2
  - a) to growing crops in the open; and/or
  - b) to animals;caused by any animal belonging to YOU or under the control of YOU or any EMPLOYEE.

## **Riot or Malicious Persons**

Riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances and malicious persons, excluding DAMAGE arising from:

- 1 cessation of work; and/or
- 2 theft or attempted theft.

## **Sprinkler Leakage**

Accidental escape of water from any fixed automatic sprinkler installation within the BUILDINGS, excluding DAMAGE arising from:

- 1 explosion, earthquake, subterranean fire or heat arising from fire; and/or
- 2 the repair, alteration or extension of the BUILDINGS or sprinkler installation.

## **Storm**

Storm, hail and weight of snow excluding DAMAGE:

- 1 arising from frost, subsidence, ground heave, landslip or escape of water from any tank, apparatus or pipe, whether resulting from storm or otherwise;
- 2 arising from:
  - a) escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam; and/or
  - b) inundation from the sea;whether resulting from storm or otherwise;
- 3 arising from a change in the water table level;

- 4 to fences, gates, hedges or moveable PROPERTY in the open other than TRAILERS;
- 5 to growing crops:
  - a) in the open;
  - b) under polythene covered structures which have been de-skinned or where the covering or part of the covering has been rolled up; and/or
  - c) crops under frames, cloches or Dutch, English or pit lights;
- 6 to livestock in the open;
- 7 to Spanish tunnels, temporary, portable or mobile tunnels or to PROPERTY contained in any of them, unless shown on YOUR schedule as insured;
- 8 to BUILDINGS, glasshouses, greenhouses or structures clad with plastic or polythene, if they are not in a good state of repair, or to PROPERTY contained in any of them;
- 9 to PROPERTY contained in BUILDINGS, glasshouses, greenhouses or structures clad with plastic or polythene if they are open-sided or partly open-sided (except damage arising from collapse or partial collapse of the roof caused by weight of snow);
- 10 to polythene covered structures or any PROPERTY contained in them, unless the polythene covering has been maintained in good condition, correctly tensioned and securely attached to the structure; and/or
- 11 to plastic or polythene covered structures, or PROPERTY contained in them, in respect of Business Interruption cover only, unless both the structure and the covering are insured under the Property section against DAMAGE by the peril of storm.

### **Straying**

Violent, external and visible accident or poisoning or drowning:

- 1 while on any public thoroughfare, sale yard, market or agricultural showground, or while straying from any of these locations; or
- 2 arising from livestock straying from their normal confines immediately prior to the loss;

Excluding:

- 1 losses while in, on being loaded onto or being unloaded from a vehicle or trailer;
- 2 losses from the intentional shooting of livestock unless they are a danger to any person or PROPERTY; and/or
- 3 worrying.

### **Subsidence**

Subsidence, ground heave or landslip, excluding DAMAGE:

- 1 arising from the movement or settlement of made-up ground;
- 2 arising from coastal or river erosion;
- 3 arising from defective design, workmanship or the use of defective materials;
- 4 arising from normal settlement or bedding down of structures within two years of their completion or during the contract maintenance period, whichever is the longer;
- 5 arising from any building, demolition or excavation works being carried out on any adjoining site unless WE are aware of and have confirmed acceptance of such work;
- 6 to land, yards, car parks, roads, pavements, landlord's fixtures and fittings, security lighting and cameras, walls, gates, fences, fixed fuel oil tanks and fixed diesel tanks at the PREMISES unless also affecting a building insured by this policy;
- 7 to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of the BUILDINGS suffer DAMAGE at the same time and from the same cause; and/or
- 8 while the BUILDINGS or any part of them are in the course of erection, demolition, structural alteration or structural repair.

## **Theft**

Where this peril applies to:

- 1 BUILDINGS;
- 2 Contractors All Risks; or
- 3 any other item where YOUR schedule shows the location as "United Kingdom", "European Union" or "Worldwide":

Theft or attempted theft excluding DAMAGE by or in collusion with an EMPLOYEE or person lawfully on the PREMISES.

Otherwise:

Theft or attempted theft:

- 1 involving forcible and violent entry to or exit from the BUILDINGS; and/or
- 2 following assault or violence or the threat of assault or violence to YOU or any EMPLOYEE;

excluding:

- 1 DAMAGE arising from collusion with an EMPLOYEE or person lawfully on the PREMISES; and/or
- 2 PROPERTY in the open or in open-fronted or open-sided BUILDINGS unless shown on YOUR schedule as insured.

## **Worrying**

Worrying by dogs not belonging to YOU, or wild animals.

## **Accidental Damage**

DAMAGE from any other cause excluding:

- 1 DAMAGE arising from:
  - a) fire, explosion, aircraft, riot or malicious persons, earthquake, storm, flood, escape of water, impact, sprinkler leakage, subsidence, theft, computer equipment breakdown, machinery breakdown, dairy equipment breakdown, poultry breakdown, poultry - any violent, accidental and visible cause, poultry - heat stress, straying or worrying or any of the exclusions to these perils or optional cover extensions whether insured by this policy or not;
  - b) inherent vice, latent defect, gradual deterioration, frost, wear and tear, faulty or defective design or materials, other than subsequent DAMAGE which arises from a cause not otherwise excluded;
  - c) faulty or defective workmanship by YOU or any EMPLOYEES;
  - d) operational error or omission by YOU or any EMPLOYEES;
  - e) rust, corrosion, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, wet or dry rot, fungus, mould and spores of any type, vermin or insects;
  - f) change in temperature, colour, flavour, texture or finish;
  - g) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping connected to them;
  - h) mechanical or electrical breakdown or derangement of any machine, apparatus or equipment other than subsequent DAMAGE which results from a cause which is not otherwise excluded;
  - i) escape of flue gases or fumes;
  - j) the deliberate act of a supplier withholding the supply of water, gas, electricity or fuel;
  - k) POLLUTION, other than DAMAGE which results from a cause not otherwise excluded;
  - l) disappearance, unexplained inventory shortage or the misfiling or misplacing of information; and/or
  - m) the failure of seeds to germinate.

- 2 DAMAGE to:
  - a) any BUILDING or structure arising from its own collapse or cracking, but WE will not exclude subsequent DAMAGE which results from a cause which is not otherwise excluded;
  - b) gates, fences and moveable PROPERTY in the open arising from wind, rain, hail, sleet, snow or dust;
  - c) PROPERTY arising from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, repair or its use as a tool;
  - d) jewellery, precious stones or metals, bullion, furs, curiosities, works of art or rare books;
  - e) glass and sanitary ware (other than fixed glass and sanitary ware), china, earthenware, marble or other fragile or brittle objects;
  - f) MONEY and MONETARY DOCUMENTS or securities of any description;
  - g) vehicles licensed for road use (including accessories on them), railway locomotives and rolling stock, watercraft or aircraft;
  - h) PROPERTY or structures in the course of construction or erection and materials or supplies in connection with such PROPERTY or structures; and/or
  - i) land, roads, pavements, piers, jetties, bridges, culverts or excavations; unless specifically shown as insured on YOUR schedule.
- 3 DAMAGE to livestock, growing crops or trees.

### **Poultry - Breakdown**

- 1 Breakdown or failure of machinery or plant on the PREMISES, excluding DAMAGE to machinery or plant arising from:
  - a) its own mechanical or electrical breakdown;
  - b) explosion due to internal fluid (including steam, gas or air) pressure;
  - c) wear and tear and gradual deterioration; and/or
  - d) gradually developing defects, flaws, deformation, distortion, cracks or partial fractures. but not loss resulting from such breakdown or failure; and
- 2 Failure of the public supply of electricity, gas or water other than arising from the deliberate act of the supply undertaking, except where the action is taken for the purpose of public safety or to avoid DAMAGE to the supply undertaking.

### **Poultry - Heat Stress**

Heat stress other than where the stocking density at the time of the DAMAGE exceeds the levels stipulated in the relevant welfare codes.

### **Poultry - any Violent, Accidental and Visible Cause**

Any violent, accidental and visible cause, excluding DAMAGE arising from:

- 1 fire, explosion, aircraft, riot or malicious persons, earthquake, storm, flood, subsidence, impact, theft, poultry breakdown and poultry - heat stress and any of the exclusions to these perils as above, whether insured by this policy or not;
- 2 cannibalism, pecking, disease or poisoning;
- 3 wear, tear and gradual deterioration, wet or dry rot, fungus, mould and spores of any type;
- 4 cracks or partial fractures in buildings or machinery or plant;
- 5 cessation of work;
- 6 inadequacy of heating, ventilation, food or drink;
- 7 the process of collecting poultry prior to despatch from the PREMISES; and/or
- 8 any animal belonging to YOU.

# Property

Please refer to YOUR schedule to see if this is operative

## Definition

### GEOGRAPHICAL LIMITS

United Kingdom, the Channel Islands and the Isle of Man.

## The Cover

WE will pay for DAMAGE arising from an INSURED PERIL during the PERIOD OF INSURANCE to PROPERTY shown on YOUR schedule, provided that the DAMAGE occurs at the location shown on YOUR schedule for such PROPERTY.

The most WE will pay in the event of insured DAMAGE is:

- 1 where the BASIS OF COVER is anything other than Day One Reinstatement, the sum insured shown on YOUR schedule for the ITEM OF PROPERTY adjusted for any Index Linking due; or
- 2 where the BASIS OF COVER is Day One Reinstatement, the sum insured shown on YOUR schedule for the ITEM OF PROPERTY; or
- 3 any other maximum amount payable or limit shown on YOUR schedule, whichever is less.

## Cover Amendments for Farming and Growing Activities Only

- 1 Exclusion 1c) for the fire peril is cancelled.
- 2 BUILDINGS excludes:
  - a) walls including boundary walls, gates, fences and hedges; and
  - b) glasshouses, greenhouses or structures constructed or covered with plastic or polythene unless specified.
- 3 The most WE will pay for theft of any one item of tools and portable power equipment, riding tack or All Terrain Vehicle is £5,000 other than where:
  - a) involving forcible and violent entry or exit from the BUILDINGS; or
  - b) the item is specifically insured.
- 4 WE will not pay for produce and deadstock while in, on, or being loaded onto or unloaded from any vehicle or trailer.
- 5 The theft peril shown in YOUR policy is restated as theft or attempted theft excluding DAMAGE by or in collusion with an EMPLOYEE or person lawfully on the PREMISES.
- 6 STOCK excludes produce intended for sale where the income expected from such sale is separately insured.

## Cover Extensions

These cover extensions will apply only where the loss arises during the PERIOD OF INSURANCE but only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the sums insured, limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

### Accidental Breakage of Fixed Glass

WE will pay for accidental breakage of:

- 1 fixed glass in windows, doors, showcases, counters and shelves; and/or
- 2 fixed sanitary ware;

for which YOU are responsible in the PREMISES.

WE will also pay for:

- 1 the cost of boarding up and providing a temporary door until the broken glass is replaced;
- 2 DAMAGE to ITEMS OF PROPERTY shown on YOUR schedule and arising from broken glass;
- 3 DAMAGE to frames or framework of any description and the cost of removing and replacing ITEMS OF PROPERTY shown on YOUR schedule which may have to be removed in order to replace the glass; and
- 4 replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on the glass.

WE will not pay for DAMAGE:

- 1 to cracked or scratched glass;
- 2 resulting from repairs or alterations to the PREMISES; or
- 3 when a BUILDING or part of a BUILDING becomes unoccupied.

In the event of broken glass YOU can call Glassolutions free at any time on **0800 474747**. Please provide YOUR name, address and policy number. They will arrange for replacement at a convenient time for YOU and bill US direct so that YOU only have to pay the EXCESS and any value added tax.

### **Alterations and Additions**

WE will pay for DAMAGE arising from an INSURED PERIL to:

- 1 newly acquired ITEMS OF PROPERTY other than STOCK within the GEOGRAPHICAL LIMITS; and
- 2 alterations, additions and improvements to ITEMS OF PROPERTY other than STOCK at any of the PREMISES shown on YOUR schedule;

which are not otherwise insured.

YOU are required to tell US as soon as possible, but in any event within 90 days, of any acquisition, alteration, addition or improvement and increase YOUR insurance cover with US. Cover under this extension will apply for a maximum period of 90 days after the relevant acquisition, alteration, addition or improvement is made.

WE will not pay for appreciation in value.

The most WE will pay is 10% of the total of the sums insured shown on YOUR schedule for YOUR ITEMS OF PROPERTY other than STOCK. This cover is in addition to the sum insured.

### **Asbestos Removal**

If WE pay for DAMAGE to BUILDINGS WE will also pay costs for which YOU are responsible to remove any asbestos waste or PROPERTY contaminated by it.

The most WE will pay for any one loss is shown on YOUR schedule. This cover is in addition to that stated in the Debris Removal Costs cover extension.

### **Building Machinery and Materials**

YOUR CONTENTS cover is extended to include DAMAGE arising from an INSURED PERIL to:

- 1 machinery, including plant and tools, used in connection with the work of construction, modernisation, renovation or refurbishment of any BUILDING used for farming and growing activities only;
- 2 materials intended for incorporation into any such BUILDING.

The most WE will pay for any one loss is £50,000. This is in addition to the sum insured.

### **Change of Temperature**

WE will pay for DAMAGE to PROPERTY shown on YOUR schedule arising from change of temperature resulting from destruction or disablement of refrigerating, electrical or conditioning plant or apparatus arising from an INSURED PERIL.

### **Computer Additional Costs**

WE will pay necessary and reasonable costs (including overtime working) to effect a temporary repair or to expedite the permanent repair of DAMAGE to any computer for which WE are paying a claim under this section.

The most WE will pay for any one loss is £1,500. This is in addition to the sum insured.

### **Contract Price**

If goods sold but not yet delivered to a customer for which YOU remain responsible suffer DAMAGE by an INSURED PERIL and the customer lawfully cancels the contract, WE will pay the price that would have been payable under the contract.

### **Customers' Goods**

Unless otherwise shown on YOUR schedule, customers' goods are included as STOCK, if YOU are responsible for DAMAGE to them and they are not more specifically insured.

### **Damage to Underground Services**

WE will pay for DAMAGE to underground pipes, cables or tanks servicing BUILDINGS shown on YOUR schedule.

### **Debris Removal Costs**

WE will pay necessary and reasonable costs incurred in:

- 1 removing debris;
- 2 dismantling or demolishing; or
- 3 shoring or propping up;

following DAMAGE arising from an INSURED PERIL to PROPERTY shown on YOUR schedule.

WE will not pay for costs incurred in removing debris other than from the PREMISES themselves and the area immediately adjacent to them.

### **Deterioration of Stock**

WE will pay for accidental DAMAGE to PROPERTY used in connection with YOUR farming and growing activities, other than any produce for sale, in any freezer or refrigerator at the PREMISES caused by:

- 1 a change in temperature; and /or
- 2 contamination by refrigerant or refrigerator fumes.

The most WE will pay for any one loss is £5,000

WE will not pay for:

- 1 DAMAGE:
  - a) resulting from deliberate withholding or reduction of power by the supply authority;
  - b) resulting from industrial action; and /or
  - c) to or breakdown of the freezer or refrigerator.
- 2 the £50 EXCESS.

YOU warrant that:

Any freezer or refrigerator which at the start of any PERIOD OF INSURANCE is more than five years old will be the subject of a maintenance agreement which provides for the inspection and servicing by a competent specialist at intervals of not more than every 13 months.

### **Drains and Gutters**

WE will pay 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 PROPERTY shown on YOUR schedule. This is in addition to the sum insured.

### **Enforced Sale of Produce**

If, as a direct result of DAMAGE to PROPERTY at the PREMISES for which WE are paying a claim, YOU have to dispose of undamaged agricultural produce insured WE will pay for:

- 1 the difference between the price YOU obtain for the produce and:
  - a) the cost at which the produce can be replaced; or
  - b) for produce intended for sale, the market price it would have obtained at the date(s) selected by YOU when such produce would have been sold if the DAMAGE had not occurred, less the amount of any storage, harvesting or similar costs which due to the disposal are not incurred. YOU will inform US at least 48 hours in advance of the selected dates; and
- 2 additional expenses YOU necessarily and reasonably incur to reduce the amount lost under paragraph 1 above, provided that the additional expenses incurred are not more than the reduction which the expenditure avoids.

WE will not pay for losses or expenditure incurred more than 12 months after the DAMAGE.

### **European Union and Public Authorities**

WE will pay the additional cost of reinstating or restoring PROPERTY shown on YOUR schedule which is incurred solely to comply with the minimum requirements of any European Union legislation, Act of Parliament or bye-laws of any public authority provided that the obligation to comply with the requirements is the direct result of DAMAGE arising from an INSURED PERIL to the PROPERTY shown on YOUR schedule.



WE will not pay for:

- 1 the cost of complying with any requirement:
  - a) in connection with DAMAGE not insured by this section;
  - b) in connection with DAMAGE which occurred before the PERIOD OF INSURANCE;
  - c) which had been notified to YOU before the DAMAGE occurred;
  - d) which had to be implemented within a fixed period in any event had the DAMAGE not occurred; and/or
  - e) which YOU would have been required to comply with in any event had the DAMAGE not occurred.
- 2 the cost of repairing or restoring PROPERTY or parts of the PROPERTY, other than foundations, which have not suffered DAMAGE.
- 3 loss or expense in connection with an application for, granting, enforcement or refusal of planning permission unless agreed by US.
- 4 any charge or assessment arising out of capital appreciation arising from compliance with the stipulations.

#### **Farm Contents Belonging to Your Neighbour**

WE will pay for DAMAGE to CONTENTS that YOU have hired or borrowed from YOUR neighbour to use for YOUR farming and growing activities. The most WE will pay during any one PERIOD OF INSURANCE is £5,000. This is in addition to the sum insured.

WE will not pay the £100 EXCESS.

#### **Fire Extinguishment Costs**

WE will pay the following costs which are the direct result of DAMAGE arising from an INSURED PERIL to PROPERTY shown on YOUR schedule:

- 1 refilling fire extinguishing appliances;
- 2 recharging halon gas and CO<sup>2</sup> flooding systems;
- 3 replacing used sprinkler heads;
- 4 refilling sprinkler tanks where water costs are metered; and
- 5 resetting fire and intruder alarm systems.

This is in addition to the sum insured.

#### **Forward Price**

The value of produce grown for sale by YOU will, at YOUR option, be the value at the date(s) selected by YOU when such produce would have been sold had it not been DAMAGED, if YOU exercise the option;

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

#### **Fuel Spillage Clean-up Costs**

WE will pay the costs of removing spilt fuel from YOUR land following accidental escape of fuel arising from an INSURED PERIL.

The most WE will pay for any one loss is £10,000. This is in addition to the sum insured.

#### **Glasshouses**

WE will pay necessary and reasonable costs incurred in:

- 1 removing undamaged glass from; and
  - 2 the subsequent refitting of the same glass into;
- the glasshouses provided there has been DAMAGE caused by a peril shown on YOUR schedule.

#### **Landscaped Grounds**

If as a result of DAMAGE arising from an INSURED PERIL to PROPERTY shown on YOUR schedule, the emergency services DAMAGE landscaped grounds at the PREMISES for which YOU are legally responsible WE will pay the reasonable costs and expenses of repairing or reinstating those grounds.

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

The most WE will pay for any one loss is £5,000. This is in addition to the sum insured.

**Loss of Metered Water**

If metered water is lost as a direct result of DAMAGE to any fixed water pipe, apparatus and/or tank insured by this section WE will pay the additional charges imposed on YOU by the water supply authority for such loss.

The most WE will pay for any one loss is £5,000. This is in addition to the sum insured.

**Mortgagees**

The act or neglect of any mortgagor, leaseholder, lessee or occupier of YOUR BUILDINGS which increases the risk of DAMAGE, will not prejudice the interest of a mortgagee, freeholder or lessor in the insurance, provided they advise US on becoming aware of such neglect and pay any additional premium required.

**Professional Fees**

WE will pay necessary and reasonable architects', surveyors', consulting engineers', legal and other fees which YOU incur in repairing or reinstating PROPERTY shown on YOUR schedule but not for preparing any claim.

**Property Temporarily Removed**

WE will pay for DAMAGE, arising from an INSURED PERIL, to COMPUTER EQUIPMENT, CONTENTS, STOCK or similar specified ITEMS OF PROPERTY shown on YOUR schedule while temporarily removed from the PREMISES:

- 1 for alteration, cleaning or repair; or
- 2 to a trade exhibition;

within the GEOGRAPHICAL LIMITS. Cover under this extension will apply for no more than 21 consecutive days following removal of the items from the PREMISES.

WE will not pay for personal effects of YOU or any EMPLOYEE.

The most WE will pay is 10% of the sum insured on YOUR COMPUTER EQUIPMENT, CONTENTS, STOCK or similar specified ITEMS OF PROPERTY at their usual PREMISES.

**Re-erection of Contents**

WE will pay the necessary and reasonable costs of dismantling, re-erecting and/or re-fitting COMPUTER EQUIPMENT, CONTENTS or similar specified ITEMS OF PROPERTY shown on YOUR schedule which are incurred as a direct result of DAMAGE arising from an INSURED PERIL.

**Reinstatement of Data**

WE will pay for necessary and reasonable costs of reinstatement, recompilation or replacement of computer software following DAMAGE to COMPUTER EQUIPMENT for which WE have agreed to pay.

WE will not pay for any loss arising from updates from the manufacturer or any software supplier.

The most WE will pay for any one loss is £5,000. This is in addition to the sum insured.

**Rent**

If YOUR schedule includes a sum insured for rent, WE will pay any rent which YOU are legally obliged to pay while YOUR BUILDING or part of YOUR BUILDING is unfit for occupation as a result of DAMAGE arising from an INSURED PERIL.

WE will not pay more than the proportion of the sum insured that the period necessary for reinstatement bears to the term of rent insured.

**Selling Your Buildings**

If, at the time of DAMAGE to YOUR BUILDINGS by an INSURED PERIL, YOU have entered a binding contract to sell YOUR BUILDINGS to a third party purchaser but the sale has not yet completed, WE will pay any indemnity to which YOU would otherwise have been entitled to the purchaser.

### **Theft Damage to Buildings**

Where theft is an INSURED PERIL applying to YOUR contents or stock, WE will pay for DAMAGE to BUILDINGS for which YOU are responsible, arising from theft or attempted theft of YOUR contents or stock.

WE will not pay for:

- 1 theft of the BUILDINGS or any part of them or of landlord's fixtures and fittings; and/or
- 2 DAMAGE to the glass or the cost of boarding up if such DAMAGE or cost is otherwise insured.

### **Theft of Keys**

WE will pay for the replacement of locks following theft of the keys to YOUR BUILDINGS, any safe, strong room or intruder alarm system.

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

### **Trace and Access**

WE will pay necessary and reasonable costs incurred with OUR prior consent to locate the source of:

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

and making good the DAMAGE arising from the search for which YOU are responsible.

The most WE will pay for any one loss is £7,500. This is in addition to the sum insured.

### **Unauthorised Use of Gas, Water or Electricity**

WE will pay the costs for which YOU are responsible for gas, water or electricity arising from their unauthorised use by persons occupying the PREMISES without YOUR permission provided that YOU take all practical steps to end the unauthorised use as soon as it is discovered.

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

### **Workmen**

YOUR rights and the cover provided under this section will not be prejudiced by the presence of workmen invited onto the PREMISES for the purpose of effecting any minor repairs, additions, alterations, decorations or remedial works.

## **Exclusions**

WE will not pay for any:

- 1 DAMAGE arising from POLLUTION, except (unless otherwise excluded) for DAMAGE to PROPERTY shown on YOUR schedule arising from:
  - a) POLLUTION resulting from an INSURED PERIL; and/or
  - b) an INSURED PERIL which results from POLLUTION.
- 2 DAMAGE that does not result directly from the incident that caused YOU to claim, unless more specifically stated in this section.
- 3 DAMAGE to COMPUTER EQUIPMENT, CONTENTS, STOCK or similar specified ITEMS OF PROPERTY, for which YOUR schedule shows cover applies outside the PREMISES, arising from theft or any attempted theft from an unattended vehicle and/or trailer unless:
  - a) all doors and other openings are closed and securely locked and the keys removed; and
  - b) there is forcible and violent entry to the vehicle and/or trailer.
- 4 EXCESS shown on YOUR schedule. However if WE pay for DAMAGE solely to specified CONTENTS with a sum(s) insured not exceeding £2,500 the amount of any EXCESS is reduced to £100 unless more specifically shown on YOUR schedule.

## Special Conditions

### Declared Value

At the inception of each PERIOD OF INSURANCE, YOU will notify US in writing of the DECLARED VALUE of each ITEM OF PROPERTY where the BASIS OF COVER is shown in YOUR schedule as Day One Reinstatement. In the absence of this, the DECLARED VALUE will be the last value declared by YOU, adjusted to reflect any Index Linking which may apply.

Declared Values are increased, either by 15% or an alternative percentage uplift agreed by US, to provide protection against the effects of inflation and the resultant sum insured is the limit of OUR liability in the event of insured DAMAGE.

### Index Linking

Unless revised figures are provided by YOU, at each renewal WE will automatically adjust the sums insured or DECLARED VALUES of YOUR ITEMS OF PROPERTY for inflation, in line with increases in the following indices:

- 1 for BUILDINGS in accordance with BCIS General Building Cost Index; or
- 2 for other ITEMS OF PROPERTY in accordance with the Producer Price Index.

WE may at OUR option use other suitable indices of cost. YOUR existing sums insured or DECLARED VALUES will not be reduced in the event of a negative index value.

Where the BASIS OF COVER shown in YOUR schedule for an ITEM OF PROPERTY is anything other than Day One Reinstatement, this adjustment will continue monthly from renewal to the time of any insured DAMAGE.

For ITEMS OF PROPERTY where the BASIS OF COVER is shown as Reinstatement, this adjustment will further continue to the date that the claim is quantified, provided that estimates and tenders are obtained without delay.

WE will not charge any extra premium during the PERIOD OF INSURANCE but at the end of the period WE will calculate the renewal premium on the revised sums insured and/or DECLARED VALUES.

### Underinsurance

In the event of insured DAMAGE, OUR liability for YOUR claim will be proportionately reduced if:

- 1 the sum insured, adjusted for any Index Linking due,
  - a) for STOCK pertaining to YOUR farming and growing activities only, is less than 75% of the full cost of repair or replacement at the time of the DAMAGE; or
  - b) for any ITEM OF PROPERTY comprising STOCK, other than STOCK pertaining to YOUR farming and growing activities, is less than the full cost of repair or replacement at the time of the DAMAGE; or
  - c) where the BASIS OF COVER is shown in YOUR schedule as Reinstatement, is less than 85% of the cost of reinstatement which would have been incurred at the time of reinstatement if the whole of that ITEM OF PROPERTY had been DAMAGED; or
  - d) where the BASIS OF COVER is shown in YOUR schedule as Indemnity, is less than the cost of reinstatement after allowance for wear, tear and depreciation has been deducted, at the time of DAMAGE.
- 2 the DECLARED VALUE for any ITEM OF PROPERTY where the BASIS OF COVER is shown on YOUR schedule as Day One Reinstatement, is less than the cost of reinstatement at the start of the PERIOD OF INSURANCE.

### Warranties

The warranties set out below and those applied by endorsement are particularly important to US. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss YOU will lose YOUR right to indemnity or payments for that claim.

YOU warrant that:

- 1
  - a) security protections are put into full and effective operation; and
  - b) external door keys are removed from the PREMISES; whenever the PREMISES are closed for business or left unattended; and
  - c) when not in use, the keys to any safe or strong room are removed from the PREMISES or kept with YOU or an authorised EMPLOYEE.

This warranty will not apply to property which is used for farming and growing activities carried out in connection with YOUR BUSINESS.

- 2 for trade waste and other waste materials:
  - a) all oily or greasy waste and used cleaning cloths will be stored in closed metal receptacles which will be:
    - i. stored in an area specifically designed for this purpose; and
    - ii. removed outside the buildings and all communicating buildings at the end of each working day; and
    - iii. removed from the PREMISES at least once every week;
  - b) all other combustible waste will be swept up each day and deposited in bags or bins which will be:
    - i. stored in an area specifically designed for this purpose; and
    - ii. removed from the PREMISES at least once every week.

This warranty will not apply to property which is used for farming and growing activities carried out in connection with YOUR BUSINESS.

- 3 where Storm or Flood are INSURED PERILS, STOCK in basements or cellars is stored on shelves, racks or stillages at least 10 centimetres above floor level.
- 4 all fire extinguishing appliances are maintained in proper working order.
- 5 all fire break doors and shutters are maintained in efficient working order and kept closed or the protection system activated except during working hours.

## Settling Claims

In the event of insured DAMAGE to YOUR PROPERTY WE will at OUR option:

- 1 reinstate the DAMAGED PROPERTY by:
  - a) rebuilding or replacing it:
    - i. in any suitable manner; or
    - ii. on another site;
 provided that the amount WE pay is not increased beyond what WE would have paid otherwise; or
  - b) repairing or restoring it to a condition equivalent to but not better or more extensive than when new; or
- 2 pay the cost of reinstatement of the DAMAGED PROPERTY, calculated as follows:
  - a) where the PROPERTY is lost or destroyed, the cost of rebuilding or replacing the PROPERTY; or
  - b) where the PROPERTY or part of the PROPERTY is DAMAGED, the cost of repairing and restoring the PROPERTY or the DAMAGED part of the PROPERTY;
 to a condition equivalent to but not better or more extensive than when new.

WE will not reinstate or pay the cost of reinstatement:

- 1 unless reinstatement commences and proceeds without unreasonable delay;
- 2 until the cost of reinstatement has actually been incurred and YOU have produced satisfactory invoices in support of the claim;
- 3 where the DAMAGE is insured by any other insurance effected by YOU or on YOUR behalf which is not on the same basis of reinstatement; and/or
- 4 for DAMAGE to STOCK.

If WE do not reinstate the PROPERTY or pay the cost of reinstatement WE will pay:

- 1 the cost of repairing the PROPERTY or any DAMAGED part of it to a condition equivalent to but not better than its condition immediately before the DAMAGE occurred; or
  - 2 the difference between the market value of the DAMAGED PROPERTY immediately before the DAMAGE and its market value as a direct result of the DAMAGE;
- whichever is lower.

WE will not pay more than the sum insured which would have been payable had the DAMAGED PROPERTY been completely destroyed.

# Money & Malicious Attack

Please refer to YOUR schedule to see if this is operative

## Definitions

### BODILY INJURY

Bodily injury arising from violent and visible means which directly results in death or disability.

### BUSINESS HOURS

Any time when YOU or any EMPLOYEE with responsibility for MONEY are at the PREMISES for the purpose of YOUR BUSINESS.

### GEOGRAPHICAL LIMITS

United Kingdom, the Channel Islands and the Isle of Man.

### IN TRANSIT

In transit while in the custody of:

- 1 YOU or any EMPLOYEE;
- 2 a bank night safe and while at the bank until becoming the responsibility of the bank.

### LOSS OF LIMBS, SIGHT, SPEECH OR HEARING

Total and permanent loss of:

- 1 or loss of use of one or more hands or feet;
- 2 sight in one or both eyes;
- 3 speech; or
- 4 hearing in both ears.

### PARTIAL DISABILITY

A disability which prevents YOU or any EMPLOYEE from performing most of their occupation.

### TOTAL DISABILITY

A disability which totally prevents YOU or any EMPLOYEE from performing all of their occupation.

## The Cover

### Money

WE will pay for DAMAGE to MONEY or MONETARY DOCUMENTS within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE.

WE will also pay for DAMAGE arising from theft or attempted theft to:

- 1 safes, strong rooms, tills, cash registers or franking machines which normally contain MONEY; and/or
- 2 any case, bag or waistcoat being used for carrying MONEY.

The most WE will pay for any one item is the limit shown on YOUR schedule.

### Malicious Attack

WE will pay the benefits shown on YOUR schedule if YOU or any EMPLOYEE sustain BODILY INJURY as a result of a violent assault arising from theft or attempted theft in the course of YOUR BUSINESS, provided that:

- 1 YOU or any EMPLOYEE are aged between 16 and 70 years;
- 2 WE will only pay a benefit if death or disability occurs within 104 weeks of the date the BODILY INJURY was originally caused;
- 3 if WE pay for death, LOSS OF LIMBS, SIGHT, SPEECH OR HEARING or permanent TOTAL DISABILITY WE will no longer make any payment for temporary TOTAL DISABILITY or temporary PARTIAL DISABILITY;
- 4 payment for temporary TOTAL DISABILITY will be paid at the end of each consecutive four week period of disability;
- 5 for the temporary TOTAL DISABILITY benefit the most WE will pay is 75% of the average weekly earnings before tax of YOU or any EMPLOYEE.

The most WE will pay for any one benefit is the limit shown on YOUR schedule.

## Cover Extensions

These cover extensions will apply only where the loss arises during the PERIOD OF INSURANCE but only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

### Cattle Passports

In the event of DAMAGE to cattle passports WE will pay the cost of obtaining duplicates.

The most WE will pay during any one PERIOD OF INSURANCE is £5,000. This is in addition to the limits shown on YOUR schedule.

### Credit Cards

WE will pay for unauthorised use of any credit, cheque, bank or cash card belonging to YOU or for which YOU are responsible in connection with YOUR BUSINESS within the GEOGRAPHICAL LIMITS.

The most WE will pay for any one loss is £10,000.

WE will not pay:

- 1 for unauthorised use by YOU, any EMPLOYEE or any member of YOUR family;
- 2 unless YOU have met all the terms and conditions of the card company; and / or
- 3 for losses if the card is left unattended unless:
  - a) in the locked boot or locked and covered luggage compartment of a vehicle;
  - b) in a locked building;
  - c) left with hotel security.

### Damage to Personal Effects

WE will pay for DAMAGE to personal effects or personal money belonging to YOU or any EMPLOYEE as a result of malicious attack insured by this section.

The most WE will pay for any one person is:

- 1 £100 for personal money; or
- 2 £500 in total.

### Professional Counselling Following Malicious Attack

WE will at OUR option pay for professional counselling to help YOU or any EMPLOYEE recover from emotional stress resulting from a malicious attack insured by this section.

The most WE will pay is £1,000 per person but not more than £5,000 for all counselling arising from any one incident.

## Exclusions

WE will not pay for:

- 1 loss of MONEY or MONETARY DOCUMENTS from a vehicle which is left unattended or is not under observation in order to prevent any attempt by any person to interfere with the vehicle.
- 2 DAMAGE arising from:
  - a) the dishonest act of any EMPLOYEE:
    - i. not discovered within seven days of the occurrence; and/or
    - ii. where more specifically insured;
  - b) clerical or accounting errors; and/or
  - c) MONEY in the possession of cash agents or door to door or debt collectors.

- 3 losses arising from forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer.
- 4 losses arising from payment methods which prove to be counterfeit, false, invalid, irrecoverable or uncollectible for any reason.
- 5 losses that are not directly associated with the incident that caused YOU to claim, unless more specifically stated in this section.
- 6 death or disablement resulting from or contributed to by an insured person suffering from a pre-existing physical or mental defect or infirmity.
- 7 DAMAGE more specifically insured.

## **Special Condition**

### **Medical Evidence**

- 1 WE will pay for:
  - a) an insured person to have a medical examination; or
  - b) a post mortem to be completed;if required by US.
- 2 YOU or YOUR personal legal representative will supply to US and pay for any:
  - a) certificate;
  - b) information; or
  - c) evidence;in the format WE require.

## **Warranties**

The warranties set out below and those applied by endorsement are particularly important to US. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss YOU will lose YOUR right to indemnity or payments for that claim.

YOU warrant that:

- 1 all security protections are put into full and effective operation whenever the PREMISES are closed for business or left unattended.
- 2 door keys are removed from the PREMISES outside of BUSINESS HOURS and, other than when in use, any safe or strong room is locked and the keys removed from the PREMISES or kept with YOU or an authorised EMPLOYEE.
- 3 YOU keep a complete record of MONEY and MONETARY DOCUMENTS in a secure place other than a safe or strong room containing MONEY.
- 4 where MONEY insured by this section is IN TRANSIT and the total amount exceeds:
  - a) £5,000, it will be accompanied by at least 2 adults;
  - b) £7,500, it will be accompanied by at least 3 adults; or
  - c) £10,000, it will be transported by a professional security or specialist cash-carrying company.



# Engineering Inspection

## Definition

### PLANT

The plant and machinery shown on YOUR schedule. Unless specifically shown on YOUR schedule, this does not include foundations, supporting structures, masonry, brickwork, chimneys or refractory linings.

## Inspection Service

WE, or OUR representative, will undertake an examination of PLANT, during the PERIOD OF INSURANCE, in accordance with the requirements of statutory regulations.

In conducting the required inspection WE, or OUR representative, will:

- 1 conduct the inspection using all due care and in a safe manner;
- 2 comply with YOUR safe systems of work provided that YOU tell US or OUR representative, what they are before the inspection commences;
- 3 conduct the inspection within normal business hours (07:00 to 19:00 Monday to Friday excluding public holidays) or other time which WE agree;
- 4 give YOU reasonable prior notice of the inspection date;
- 5 upon completion of the inspection, produce a report detailing any defects identified in PLANT which YOU must rectify. This may involve removal of the PLANT from service; and
- 6 not be responsible for reassembly of PLANT following inspection.

YOU will:

- 1 provide safe access to the PLANT to be inspected;
- 2 ensure a safe working environment at the location at which the inspection is to take place;
- 3 provide safe physical means by which access can be gained to the PLANT to be inspected;
- 4 where required, provide suitable and effective personal protective and safety equipment;
- 5 properly prepare, clean, cool and dismantle, as appropriate, the PLANT in order for the inspection to be properly undertaken; and
- 6 provide US, or OUR representative, with such assistance and additional information as may be required in order to satisfactorily conduct the inspection.

WE, or OUR representative, may not carry out the required inspection if, in OUR opinion, doing so would pose a risk to the health, safety and welfare of the person undertaking the inspection.

Any endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

## Exclusions

- 1 The inspection service does not include:
  - a) testing or the witnessing of testing of PLANT; or
  - b) the approval of or verification of the fitness for purpose of any design or design feature of the PLANT being inspected;whether such PLANT is included under this section or not.
- 2 WE will not be responsible for DAMAGE to PLANT caused by its inability to withstand any test or tests applied as part of the inspection.

## Special Conditions

- 1 YOU may add or remove individual items of PLANT from YOUR schedule during any PERIOD OF INSURANCE provided that, in respect of any items added, YOU agree to pay the required additional premium.

- 2 The premium charged for the inspection service is subject to value added tax at the current rate.
- 3 Responsibility for ensuring compliance with statutory requirements for inspection and/or testing of PLANT rests with YOU. YOU are responsible for identifying which items require inspection and for preparing, at YOUR own expense, such items for inspection.
- 4 WE may make an additional charge to the premium shown on YOUR schedule if:
  - a) YOU ask for the inspection to be conducted outside normal business hours;
  - b) for safety reasons, WE or OUR representative need to employ or utilise additional persons in order to conduct the inspection;
  - c) YOU ask US for additional or replacement copies of reports;
  - d) WE or OUR representative need to complete specific training in order to comply with YOUR health and safety requirements; or
  - e) YOU fail to have the PLANT ready and available for inspection at the agreed time and a repeat appointment is required.

# Engineering Insurance

## Definitions

### BREAKDOWN

DAMAGE to PLANT caused by:

- 1 the actual breaking, distortion or burning out of any part of the PLANT while in normal use, which is caused by mechanical or electrical defects in the PLANT resulting in sudden stoppage, including any resultant loss of cooling, lubricating or insulating oil, refrigerant or brine; or
- 2 fracturing of any item of the PLANT due to frost when such fracture renders the item inoperative.

### COLLAPSE

The sudden and dangerous distortion (whether or not accompanied by rupture) of PRESSURE PLANT caused by crushing stress by force of steam or other fluid pressure, other than pressure of chemical action or ignition of the contents or of ignited flue gases.

### EXPLOSION

The sudden and violent rending of PRESSURE PLANT by force of internal steam or other fluid pressure (other than pressure of chemical action or ignition of the contents or ignited flue gases) causing bodily displacement of any part of the PRESSURE PLANT together with forcible ejection of its contents.

### GEOGRAPHICAL LIMITS

United Kingdom, the Channel Islands and the Isle of Man.

### PLANT

Plant and machinery excluding:

- 1 foundations, masonry, brickwork, chimneys, supporting or enclosing structures;
- 2 STOCK and products of the BUSINESS;
- 3 COMPUTER EQUIPMENT;
- 4 plant and machinery which is prototype or experimental;
- 5 plant and machinery located underground.

### PRESSURE PLANT

Plant which comprises:

- 1 boiler plant;
- 2 plant subject to internal steam pressure; and
- 3 plant used to contain fluids under pressure or vacuum.

### STORAGE TANKS

Tanks or similar containers designed and used to store oil and other fossil fuels or liquid propane gas.

### SUDDEN AND UNFORESEEN DAMAGE

Sudden and unforeseen DAMAGE to PLANT which necessitates immediate repair or replacement to enable normal working to continue.

## The Cover

WE will pay for:

- 1 SUDDEN AND UNFORESEEN DAMAGE, including BREAKDOWN, to PLANT YOU own or are responsible for; and/or
  - 2 DAMAGE to surrounding property YOU own or are responsible for caused by or resulting from EXPLOSION or COLLAPSE of PRESSURE PLANT resulting from SUDDEN AND UNFORESEEN DAMAGE, including BREAKDOWN;
- occurring within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE.

In the event of DAMAGE WE will pay the value of the PLANT at the time of the DAMAGE or the cost of repair.

Where DAMAGE is to:

- 1 PRESSURE PLANT; or
- 2 other PLANT which is less than three years old at the time of the DAMAGE;

WE will pay the cost of repair or replacement by similar items.

The most WE will pay is the limit of indemnity and/or sum insured shown on YOUR schedule.

In respect of PLANT or surrounding property which suffers partial DAMAGE, WE will not pay more than the amount which would have been payable had the PLANT concerned been totally destroyed.

## **Cover Extensions**

These cover extensions will apply where the loss arises during the PERIOD OF INSURANCE but only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

### **Additional Costs**

WE will pay the necessary and reasonable costs incurred following DAMAGE insured by this section:

- 1 for temporary repairs or expediting a permanent repair, provided that the amount incurred will not exceed 50% of the normal repair cost; and
- 2 in order to prevent or minimise interruption of or interference with YOUR BUSINESS following DAMAGE.

The most WE will pay for any one loss is £10,000.

### **Additional Plant**

WE will pay for additional items of PLANT of the same type or class insured by this section once the testing and commissioning of the PLANT has been successfully completed, provided that:

- 1 any statutory inspection of the PLANT has been completed;
- 2 as far as YOU are aware, the PLANT is free from any material defect; and
- 3 immediately YOU become aware of PLANT which is inadvertently not insured, YOU tell us of any additional PLANT before the end of the current PERIOD OF INSURANCE and pay the additional premium WE require.

The most WE will pay for any one loss is £20,000.

### **Avoidance of Damage**

WE will pay for the reasonable costs YOU incur to avoid or reduce DAMAGE which would have otherwise resulted in a loss under this section, provided that:

- 1 the impending DAMAGE did not arise from:
  - a) any defect in the PLANT for which the costs have been incurred; or
  - b) from a reasonably foreseeable cause;
- 2 the DAMAGE avoided would have been the natural outcome of the circumstances were it not for the measures taken; and
- 3 YOU satisfy US that the DAMAGE which would have occurred has been effectively reduced or avoided solely as a result of the measures taken or would have been avoided or reduced had the measures proven successful.

The most WE will pay for any one loss are costs incurred or the limit of indemnity shown on YOUR schedule, whichever is the less.

### **Contents of Storage Tanks**

WE will pay for the loss of the contents of STORAGE TANKS insured by this section solely and directly as a result of SUDDEN AND UNFORESEEN DAMAGE.

WE will also pay for the cost of cleaning up the spilled or leaked contents.

WE will not pay for:

- 1 loss of contents due to seepage, evaporation or contamination;
- 2 the cost of re-levelling STORAGE TANKS unless necessitated as the result of SUDDEN AND UNFORESEEN DAMAGE insured by this section;
- 3 the cost of cleaning up any spillage or leakage outside the boundaries of the PREMISES;
- 4 DAMAGE caused by or resulting from the cleaning up of the spillage or leakage; or
- 5 any liability which arises from pollution or contamination of the water table or any other water course whether belonging to YOU or not.

The most WE will pay for any one loss or series of losses arising from one original cause is £25,000.

### **Debris Removal Costs**

WE will pay the costs necessarily and reasonably incurred in removing debris, dismantling, demolishing or protecting PLANT or surrounding property following DAMAGE insured by this section.

WE will not pay for:

- 1 costs incurred in removing debris other than from the PREMISES themselves and the area immediately adjacent to them; or
- 2 costs arising from pollution or contamination of PLANT not insured by this section.

The most WE will pay for any one loss is £25,000.

### **Hired-in Plant**

WE will pay all sums for which you are legally liable to pay under any hiring contract or agreement for:

- 1 compensation for DAMAGE to hired-in plant while in transit (other than by sea or air) within the GEOGRAPHICAL LIMITS; or
- 2 continuing hiring charges which result from DAMAGE insured by 1 above.

WE will also pay legal expenses for which YOU are liable where YOU are defending, with OUR consent, legal proceedings issued against YOU in relation to hiring charges which are the subject of a claim under this cover extension.

WE will not pay:

- 1 if the terms of the hiring contract or agreement are more onerous than the Model Conditions for the hiring of plant approved by the Contract Plant-hire Association (CPA); or
- 2 for plant on hire purchase or subject to a lease agreement or on free loan to YOU.

The most WE will pay for any one loss is £15,000.

### **Minor Repairs**

If there is DAMAGE for which YOU are insured YOU may authorise permanent repairs up to £500 without OUR prior consent although WE have the right to inspect such repairs.

## **Optional Cover Extensions**

Please refer to YOUR schedule to see if these are operative

### **Damage to Property Being Handled by Lifting Plant**

WE will pay for DAMAGE to PROPERTY in YOUR custody or control occurring while the PROPERTY is in, on or being handled by lifting plant insured by this section.

WE will not pay for:

- 1 DAMAGE caused by fire or explosion; or
- 2 any EXCESS shown on YOUR schedule.

The most WE will pay is the limit of indemnity shown on YOUR schedule.

### **Damage to other Property Caused by use of Lifting Plant**

WE will pay for DAMAGE to YOUR PROPERTY or PROPERTY for which YOU are responsible arising from the normal use of the lifting plant insured by this section.

WE will not pay for:

- 1 DAMAGE to goods being lifted, handled, lowered or processed by the plant;
- 2 DAMAGE resulting from lack of power, heat, light, refrigeration, air conditioning or steam; or
- 3 any EXCESS shown on YOUR schedule.

## **Exclusions**

WE will not pay for:

- 1 any EXCESS shown on YOUR schedule.
- 2 DAMAGE:
  - a) resulting from the gradual deterioration of materials owing to their usage, but this will not exclude DAMAGE which results from suddenly occurring breakage caused by the weakening of materials by their normal use;
  - b) other than in respect of hired-in plant, caused by fire, lightning, explosion caused by ignition, aircraft, riot, civil commotion, malicious persons, storm, flood, theft, escape of water;
  - c) caused by maintenance, repair, overhaul or modification of PLANT;
  - d) resulting from the deliberate overloading or misuse of PLANT beyond its normal specified working capabilities;
  - e) resulting from the initial installation, erection, testing or commissioning of PLANT;
  - f) to PLANT which is hired out by YOU;
  - g) caused by or to materials or substances being treated, handled or processed;
  - h) to safety or protective devices solely as a result of their operation;
  - i) to cutters, bits, moulds, dies, heating elements, driving belts, chains and cables and the like which require periodic replacement unless accompanied by DAMAGE to PLANT which is insured by this section; or
  - j) occurring during any lifting or lowering operations unless the lifting operation complies fully with the requirements of BS7121 or any British or International standards which may replace it.
- 3 the cost of routine maintenance or the rectification of faulty workmanship which occurs during repairs insured by this section.
- 4 scratching of painted or polished surfaces unless accompanied by DAMAGE which is insured by this section.
- 5 PLANT while on or being loaded onto or unloaded from any waterborne vessel other than vessels on inland waterways or canals.
- 6 fines, damages, penalties, liquidated damages or losses not directly associated with the incident.
- 7 pollution or contamination other than as specifically stated as insured by this section.

## **Special Condition**

### **Payments on Account**

WE will make interim payments to YOU at YOUR request for any claim for which cover is provided by this section while final settlement is being negotiated

### **Warranties**

The warranties set out below and those applied by endorsement are particularly important to US. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss YOU will lose YOUR right to indemnity or payments for that claim.

YOU warrant that PLANT will be:

- 1 inspected in line with statutory regulations; and
- 2 serviced and maintained in line with manufacturers instructions.

# Livestock Herd - Fire, Perils and Fatal Injury

## Definitions

### GEOGRAPHICAL LIMITS

United Kingdom, the Channel Islands and the Isle of Man, or while temporarily removed to the Republic of Ireland.

## The Cover

WE will pay the amount shown on YOUR schedule for livestock insured or the market value of such livestock at the time of the loss, whichever is the less, for loss arising from:

- 1 death or SLAUGHTER ON HUMANE GROUNDS caused by an INSURED PERIL; or
- 2 theft, where theft is an INSURED PERIL;

occurring within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE.

The most WE will pay for a single animal is the limit shown on YOUR schedule.

The most WE will pay in the PERIOD OF INSURANCE is the sum insured shown on YOUR schedule.

Where theft is an INSURED PERIL, WE will also pay for loss arising from:

- 1 any theft or attempted theft of livestock insured while in the open or in any building; or
- 2 the unexplained disappearance of livestock insured for a period exceeding 30 days from the date such disappearance is notified to US, provided that if the livestock are recovered YOU will refund any amounts WE have paid, less any reasonable expenses YOU incur in their recovery.

Where fire is an INSURED PERIL, WE will also pay for accidental electrocution resulting in the death or SLAUGHTER ON HUMANE GROUNDS within seven days of the accidental electrocution.

## Cover Extensions

These cover extensions will apply where the loss arises during the PERIOD OF INSURANCE but only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

### Collection Charge

WE will pay the cost of collection by a bona fide disposal centre of any livestock insured for which WE are paying a claim.

The most WE will pay for any one animal is £1,000.

### Contract Price

WE will pay the contract price following loss insured by this section for livestock insured sold but not delivered for which YOU remain responsible under the terms of a contract of sale, which is then lawfully cancelled.

### Debris Removal Costs

WE will pay the necessary and reasonable costs incurred in removing debris following death or SLAUGHTER ON HUMANE GROUNDS of livestock insured by this section.

### Enforced Sale of Undamaged Livestock

If, as a direct result of DAMAGE at the PREMISES for which WE are paying a claim, YOU have to sell or slaughter some of the livestock insured, WE will pay for:

- 1 the difference between the price YOU obtain for the livestock and:
  - a) for breeding stock, the cost at which they can be replaced as soon as is practical by similar animals; or
  - b) for livestock intended for sale, the market price they would have obtained at the dates selected

- by YOU when such livestock would have been sold if the DAMAGE had not happened; less the amount of any feeding, heating or similar costs which due to the disposal are not incurred. YOU will inform US at least 48 hours in advance of the selected dates; and
- 2 additional expenses YOU necessarily and reasonably incur to reduce the amount lost under paragraph 1 above, provided that the additional expenses incurred are not more than the reduction which the expenditure avoids.

WE will not pay for losses or expenditure incurred more than 12 months after the DAMAGE.

### **Property in Trust**

Livestock insured shown on YOUR schedule include animals held by YOU in trust for which YOU are responsible.

### **Rescue Costs**

Where straying is shown on YOUR schedule WE will pay for costs which YOU have to pay a professional rescue organisation or the police for the attempted rescue or recovery of an insured animal.

The most WE will pay for any one animal is £1,000.

### **Veterinary Fees**

WE will pay reasonable VET'S fees YOU incur arising from:

- 1 fatal injury to LIVESTOCK INSURED; or
- 2 any other injury to LIVESTOCK INSURED, which a VET certifies would have resulted in death or SLAUGHTER ON HUMANE GROUNDS within 30 days had treatment not been administered; sustained as a direct result of an INSURED PERIL during the PERIOD OF INSURANCE.

WE will not pay fees incurred after 30 days from the injury.

The most WE will pay for any one animal is £1,000 or the value of the animal, whichever is the less.

### **Exclusions**

WE will not pay for:

- 1 death or SLAUGHTER ON HUMANE GROUNDS:
  - a) more than 30 days from the date of occurrence of the INSURED PERIL;
  - b) of livestock, poultry, other birds or eggs intended for sale where the income expected from such sale is separately insured; and/or
  - c) arising from POLLUTION unless arising from:
    - i. POLLUTION at the PREMISES which results from an INSURED PERIL; and/or
    - ii. an INSURED PERIL which itself results from POLLUTION.
- 2 any EXCESS shown on YOUR schedule.

### **Special Condition**

#### **Underinsurance**

If at the time of the loss, the sum insured on livestock is less than 75% of its market value, the amount WE will pay will be proportionately reduced.

### **Warranties**

The warranties applied by endorsement are particularly important to US. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss YOU will lose YOUR right to indemnity or payments for that claim.



# Livestock in Transit

## Definitions

### ALL RISKS

Accidental loss or injury.

### BASIS OF COVER

FATAL INJURY, VEHICLE ACCIDENT or ALL RISKS as shown on YOUR schedule.

### CRATES OR CAGES

Crates or cages designed to transport the LIVESTOCK INSURED.

### FATAL INJURY

- 1 Injury due to accidental, violent, external and visible means which, within 30 days of its occurrence, is the sole cause of death or SLAUGHTER ON HUMANE GROUNDS; or
- 2 theft or attempted theft.

### GEOGRAPHICAL LIMITS

United Kingdom, the Republic of Ireland, the Isle of Man or the Channel Islands (including sea journeys between these territories).

### IN TRANSIT

In, on, or being loaded onto or unloaded from, a VEHICLE.

### LIVESTOCK INSURED

Livestock belonging to YOU, or for which YOU are responsible and pertaining to YOUR BUSINESS.

### VEHICLE

Any motor vehicle and/or trailer specified on YOUR schedule.

Note: If vehicles are not specified on YOUR schedule then the definition of VEHICLE will be 'Any motor vehicle and/or trailer owned and operated by YOU.'

For livestock pertaining to farming activities only;

Note: If vehicles are not specified on YOUR schedule then the definition of VEHICLE will be 'Any motor vehicle and/or trailer in which LIVESTOCK INSURED are IN TRANSIT.'

### VEHICLE ACCIDENT

- 1 Injury due to:
  - a) overturning or collision of the conveying VEHICLE;
  - b) the process of loading or unloading; or
  - c) fire, lightning or explosion;which, within 30 days of its occurrence, is the sole cause of death or SLAUGHTER ON HUMANE GROUNDS; or
- 2 theft or attempted theft.

## The Cover

WE will pay for DAMAGE to:

- 1 LIVESTOCK INSURED in accordance with the BASIS OF COVER; and/or
- 2 CRATES OR CAGES by fire, theft or attempted theft, or collision or overturning of the conveying VEHICLE;

while IN TRANSIT within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE.

WE will pay the:

- 1 net loss of market value of LIVESTOCK INSURED after deduction of any carcase value; or
- 2 value of the CRATES OR CAGES at the time of the DAMAGE or the cost of repair whichever is the less.

WE will not pay more than the:

- 1 single animal limit;
  - 2 the VEHICLE load limit; or
  - 3 the limit any one occurrence;
- shown on YOUR schedule.

## **Cover Extensions**

These cover extensions will apply where the loss arises during the PERIOD OF INSURANCE but only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions detailed in this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

### **Additional Costs**

WE will pay the necessary and reasonable costs incurred, for which YOU are responsible, following accidental discharge of LIVESTOCK INSURED, or the collision or overturning of the VEHICLE, to:

- 1 remove debris of the LIVESTOCK INSURED and CRATES OR CAGES; and/or
- 2 reload the LIVESTOCK INSURED and CRATES OR CAGES or transfer them to another VEHICLE.

### **Collection Charge**

WE will pay for the cost of collection by a bona fide disposal centre of any LIVESTOCK INSURED for which WE are paying a claim.

The most WE will pay for any one animal is £1,000.

### **Drivers' Personal Effects**

WE will pay for DAMAGE to personal effects (other than MONEY or MONETARY DOCUMENTS) belonging to YOU or any EMPLOYEE while IN TRANSIT.

The most WE will pay for any one person's effects is £500.

### **Subcontractors**

WE will pay for DAMAGE to LIVESTOCK INSURED while in, on or being loaded onto or unloaded from a vehicle or trailer operated by a subcontractor engaged by YOU, provided YOU obtain written confirmation from the subcontractor that they hold valid insurance which provides cover no less than that provided under this section.

### **Vehicle Replacement**

If YOU replace a VEHICLE, WE will pay for LIVESTOCK INSURED while IN TRANSIT by such replacement provided that YOU give US details of the replacement vehicle as soon as possible.

### **Veterinary Fees**

WE will pay reasonable VET'S fees YOU incur arising from injury to LIVESTOCK INSURED IN TRANSIT which:

- 1 results in death or SLAUGHTER ON HUMANE GROUNDS within 30 days; or
- 2 the VET certifies would have resulted in death or SLAUGHTER ON HUMANE GROUNDS within 30 days had treatment not been administered.

WE will not pay fees incurred after 30 days from the injury.

The most WE will pay for any one animal is £1,000 or the value of the animal, whichever is the less.

## **Exclusions**

WE will not pay for:

- 1 any EXCESS shown on YOUR schedule.
- 2 DAMAGE arising from the dishonesty of YOU or any EMPLOYEE unless discovered and reported to US within seven days of its occurrence.
- 3 clerical error or deliveries to the wrong consignee.
- 4 consequential loss, delay or any loss not directly associated with the DAMAGE.
- 5 DAMAGE arising from breakdown, malfunctioning or incorrect setting or operation of cooling or heating machinery unless caused by fire, theft, overturning or collision of the conveying vehicle.
- 6 DAMAGE for which you have assumed responsibility under agreement unless you would have been liable in the absence of such agreement.

## **Special Conditions**

### **Underinsurance**

- 1 If the VEHICLE load limit or limit any one occurrence at the time of DAMAGE is less than the value of the LIVESTOCK INSURED and CRATES OR CAGES in or on such VEHICLE, then the amount WE will pay will be proportionately reduced.
- 2 For livestock pertaining to farming activities only;  
If the VEHICLE load limit or limit any one occurrence at the time of DAMAGE is less than 75% of the value of the LIVESTOCK INSURED and CRATES OR CAGES in or on such VEHICLE, then the amount WE will pay will be proportionately reduced.

### **Animal Welfare**

LIVESTOCK INSURED must be carried in accordance with the European Union Welfare in Transport Regulation.

# Business Interruption (Income - Declaration Linked)

## Definitions

### BOOK DEBTS

The amounts shown in YOUR accounts as debited or invoiced to customers but not paid at the time of the DAMAGE, adjusted to reflect any bad debts or abnormal trading conditions which may have a material impact on YOUR BUSINESS.

### ESTIMATED INCOME

YOUR estimate of the INCOME which YOUR BUSINESS will earn during the PERIOD OF INSURANCE (proportionately increased where the INDEMNITY PERIOD is more than 12 months).

### GEOGRAPHICAL LIMITS

United Kingdom, the Channel Islands and the Isle of Man.

### INCOME

The money paid or payable to YOU for goods sold and delivered and for services provided in the course of YOUR BUSINESS at the PREMISES.

### INDEMNITY PERIOD

The period beginning from the date of DAMAGE during which the results of YOUR BUSINESS are affected by the DAMAGE by an INSURED PERIL and ending when the results of YOUR BUSINESS cease to be affected by the DAMAGE but not exceeding the maximum indemnity period shown on YOUR schedule.

### STANDARD INCOME

The INCOME during the 12 months immediately before the DAMAGE which corresponds with the INDEMNITY PERIOD (appropriately adjusted where the INDEMNITY PERIOD exceeds 12 months), adjusted as necessary to allow for trends or circumstances which affect YOUR BUSINESS, either before or after the DAMAGE, and which would have affected YOUR BUSINESS had the DAMAGE not occurred. The adjusted figure will represent as closely as possible the results which but for the DAMAGE would have been achieved during the same period.

## The Cover

WE will pay for the loss of INCOME occurring during the INDEMNITY PERIOD arising from DAMAGE to PROPERTY used by YOU at the PREMISES arising from an INSURED PERIL during the PERIOD OF INSURANCE.

The most WE will pay is the sum insured for loss of INCOME shown on YOUR schedule.

## Cover Proviso

WE will not pay unless at the time of DAMAGE there is insurance in force covering YOUR interest in the PROPERTY used for YOUR BUSINESS at the PREMISES against the DAMAGE and payment has been made or liability admitted under that insurance, or payment would have been made but for the operation of any EXCESS. For farming and growing activities only this will not apply to produce and livestock intended for sale.

This proviso will not apply to PROPERTY which YOU do not own or for which YOU are not responsible.

## Cover Amendments for Farming and Growing Activities Only

- 1 Exclusion 1c) for the fire peril is cancelled.
- 2 WE will not pay for loss of INCOME arising from DAMAGE to farm machinery, produce or deadstock while in, on, or being loaded onto or unloaded from any vehicle or trailer.
- 3 The theft peril stated in YOUR policy is restated as theft or attempted theft excluding DAMAGE by or in collusion with an EMPLOYEE or person lawfully on the PREMISES.
- 4 WE will pay necessary and reasonable costs incurred in:
  - a) removing debris;
  - b) dismantling or demolishing; or
  - c) shoring or propping up;following DAMAGE arising from an INSURED PERIL for which WE are paying a claim.

- 5 WE will pay the following costs which are the direct result of DAMAGE arising from an INSURED PERIL for which WE are paying a claim:
- a) refilling fire extinguishment appliances;
  - b) recharging halon gas and CO<sub>2</sub> flooding systems;
  - c) replacing used sprinkler heads;
  - d) refilling sprinkler tanks where water costs are metered; and
  - e) resetting fire and intruder alarm systems.

### **Cover Extensions**

These cover extensions will apply where the loss arises during the PERIOD OF INSURANCE but only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

#### **Action of Competent Authority**

WE will pay for loss of INCOME arising from the closure or restriction in use of the PREMISES by a competent local authority due to defects in the drains or other sanitary arrangements or discovery of vermin or pests at the PREMISES.

For the purpose of this extension, the INDEMNITY PERIOD will commence on the date the closure or restriction of the PREMISES is applied.

The most WE will pay for any one loss is £25,000 but not exceeding the sum insured shown on YOUR schedule.

#### **Additional Increased Cost of Working**

WE will pay any additional expenses which YOU necessarily and reasonably incur with OUR prior consent in order to minimise the loss of INCOME during the INDEMNITY PERIOD.

The most WE will pay for any one loss is shown on YOUR schedule. This is in addition to the sum insured.

#### **Agricultural Vehicles**

WE will pay for loss of INCOME arising from DAMAGE by an INSURED PERIL to agricultural vehicles and trailers attached to them owned by YOU, or for which YOU are responsible, used in connection with YOUR BUSINESS and within the GEOGRAPHICAL LIMITS.

Exclusion 3 of the peril Impact and exclusion 2g) of the peril Accidental Damage do not apply to this cover extension.

The most WE will pay for any one loss is £50,000, but not exceeding the sum insured shown on YOUR schedule.

#### **Bomb Scares**

WE will pay for loss of INCOME arising from the suspected or actual presence of an incendiary or explosive device which hinders or prevents access to the PREMISES for a period greater than four consecutive hours.

#### **Book Debts**

WE will pay:

- 1 the difference between BOOK DEBTS and the total of the amounts traced or received by YOU; and
- 2 additional expenses which YOU incur with OUR prior consent in tracing and establishing BOOK DEBTS;

if YOUR books of account or other business books or records sustain DAMAGE by an INSURED PERIL within the GEOGRAPHICAL LIMITS and YOU are unable to trace BOOK DEBTS due to YOU.

The most WE will pay for any one loss is shown on YOUR schedule. This is in addition to the sum insured.

### **Claims Preparation Costs**

WE will pay for costs and expenses necessarily and reasonably incurred by YOU with OUR prior consent, in producing and certifying any particulars or details required by US in accordance with the Claims Conditions of the Policy, but excluding the costs of negotiating with US or OUR representatives.

The most WE will pay for any one loss is £25,000.

### **Collection Charge**

WE will pay the cost of collection by a bona fide disposal centre of any livestock for which WE are paying a claim.

The most WE will pay for any one animal is £1,000.

### **Customers and Suppliers**

WE will pay for loss of INCOME arising from DAMAGE to PROPERTY at any of the premises of YOUR existing and direct:

- 1 customers; or
  - 2 suppliers of goods or materials;
- situated within the GEOGRAPHICAL LIMITS and arising from an INSURED PERIL.

The most WE will pay for any one loss is shown on YOUR schedule.

### **Electrocution of Livestock**

Where fire is shown on YOUR schedule for this section, WE will also pay for accidental electrocution resulting in the death or SLAUGHTER ON HUMANE GROUNDS within seven days of the accidental electrocution.

### **Enforced Sale of Undamaged Produce and Livestock**

If, as a direct result of DAMAGE to PROPERTY at the PREMISES for which WE are paying a claim, YOU have to dispose of undamaged agricultural produce and/or slaughter or dispose of undamaged livestock WE will pay for:

- 1 the difference between the price YOU obtain for the produce and/or livestock and the market price it would have obtained at the date(s) selected by YOU when it would have been sold if the DAMAGE had not occurred, less the amount of any storage, harvesting, feeding, heating or similar costs which due to the disposal and/or slaughter are not incurred. YOU will inform US at least 48 hours in advance of the selected dates; and
- 2 additional expenses YOU necessarily and reasonably incur to reduce the amount lost under paragraph 1 above, provided that the additional expenses incurred are not more than the reduction which the expenditure avoids.

WE will not pay for losses or expenditure incurred more than 12 months after the DAMAGE.

### **Essential Personnel**

#### **Definitions**

For the purposes of this extension the following definitions apply:

#### **ESSENTIAL PERSONNEL**

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

#### **INDEMNITY PERIOD**

The period beginning with occurrences described in 1 or 2 of this Extension and ending when the results of the BUSINESS shall cease to be affected by such occurrence but not exceeding the maximum indemnity period being the number of months stated in YOUR Schedule.

WE will pay for loss resulting from interruption to or interference with the BUSINESS at the PREMISES during the PERIOD OF INSURANCE in consequence of the:

- 1 death of any of the Insured's ESSENTIAL PERSONNEL; or
- 2 total and permanent disablement of any of the Insured's ESSENTIAL PERSONNEL, which prevents them from attending to their normal occupation, occurring during the PERIOD OF INSURANCE due to injury caused by accidental and violent means.

WE will only pay the additional costs and/or expenses that YOU necessarily and reasonably incur, solely in order to minimise any interruption or interference, with the BUSINESS, during the INDEMNITY PERIOD.

The maximum WE will pay in respect of any one PERIOD OF INSURANCE is £25,000.

#### **Exhibition Expenses**

WE will pay for YOUR irrecoverable expenses in respect of any trade exhibition in the GEOGRAPHICAL LIMITS, following DAMAGE from an INSURED PERIL occurring during the PERIOD OF INSURANCE:

- 1 at the exhibition venue; or
- 2 to your PROPERTY for use in connection with the exhibition whilst at the PREMISES or whilst in transit by road, rail or inland waterway.

Provided that:

- 1 in the event of the exhibition not being held (or YOU are unable to exhibit at all) in consequence of the DAMAGE, the amount payable shall be limited to the irrecoverable expenses that YOU have paid or are liable to pay, in respect of the exhibition;
- 2 if the exhibition does not run (or YOU are unable to exhibit) for the intended period in consequence of the DAMAGE, the amount payable shall be the loss calculated in accordance with provision 1 above, adjusted for the period that YOU could not exhibit.

The most WE will pay in respect of any one PERIOD OF INSURANCE is £25,000.

#### **Exhibition Sites**

WE will pay for LOSS OF INCOME arising from DAMAGE to PROPERTY by an INSURED PERIL at any situation within the GEOGRAPHICAL LIMITS where YOU are exhibiting or are contracted to exhibit goods or services and/or to YOUR PROPERTY while in transit to or from that situation by road, rail or inland waterway.

The most WE will pay for any one loss is £100,000, but not exceeding the sum insured shown on YOUR schedule.

#### **Explosion of Boilers**

WE will pay for loss of INCOME arising from DAMAGE caused by the explosion of any boiler or economiser on the PREMISES.

#### **Farming and Growing Work for Your Neighbour**

WE will pay for loss of INCOME arising from DAMAGE by an INSURED PERIL to PROPERTY YOU use for farming and growing activities undertaken without monetary reward, other than for remuneration of expenses directly incurred, for YOUR neighbour.

#### **Food or Drink Poisoning**

WE will pay for loss of INCOME caused by poisoning arising from food or drink supplied by YOU from or at the PREMISES.

The most WE will pay for any one loss is shown on YOUR schedule.

#### **Murder or Suicide**

WE will pay for loss of INCOME arising from murder or suicide occurring at the PREMISES.

#### **Premises**

For farming and growing activities only PREMISES includes any land or premises in the GEOGRAPHICAL LIMITS.

#### **Prevention of Access**

WE will pay for loss of INCOME arising from DAMAGE to PROPERTY in the vicinity of the PREMISES arising from an INSURED PERIL which hinders or prevents access to the PREMISES.

#### **Professional Accountants' Charges**

WE will pay reasonable professional accountants' charges to obtain or produce any particulars, proofs, information or evidence which WE may require for any loss under this section.

WE will not pay for the costs of presenting or preparing a claim.

**Property Stored**

WE will pay for loss of INCOME arising from DAMAGE by an INSURED PERIL to YOUR PROPERTY stored elsewhere than at the PREMISES but within the GEOGRAPHICAL LIMITS.

The most WE will pay for any one loss is £100,000 but not exceeding the sum insured shown on YOUR schedule.

**Public Emergency**

WE will pay for loss of INCOME arising from the actions or advice of a competent Public Authority, due to an emergency likely to endanger life or property occurring in the vicinity of the PREMISES, which prevents or hinders the use of or access to the PREMISES for a period greater than four consecutive hours.

WE will not pay for any loss resulting from infectious or contagious disease or the suspected or actual presence of an incendiary or explosive device.

For the purpose of this extension the INDEMNITY PERIOD will commence on the date that access or use of the PREMISES is prevented or hindered.

The most WE will pay for any one loss is £100,000, but not exceeding the sum insured shown on YOUR schedule.

**Public Relations Expenses**

WE will pay for costs and expenses necessarily and reasonably incurred in employing suitable public relations personnel to deal with press and public announcements and other similar activities arising as a direct result of DAMAGE to PROPERTY at the PREMISES for which WE are paying a claim.

For the purpose of this extension the maximum indemnity period shown in YOUR schedule is amended to 3 months.

The most WE will pay for any one loss is £25,000, but not exceeding the sum insured shown on YOUR schedule.

**Public Utilities**

WE will pay for loss of INCOME arising from DAMAGE to PROPERTY by an INSURED PERIL at the land-based premises within the GEOGRAPHICAL LIMITS of:

- 1 any generating station or sub-station supplying YOUR electricity;
- 2 YOUR gas supplier or of any natural gas producer linked directly with them;
- 3 any waterworks or pumping station supplying YOUR water; or
- 4 YOUR telecommunications supplier.

WE will not pay for loss of INCOME which results from:

- 1 the deliberate act of the supply undertaking;
- 2 failure of the supply lasting less than four consecutive hours; or
- 3 drought or any scheme of rationing unless necessitated by DAMAGE to part of the supplier's premises.

The most WE will pay for any one loss is shown on YOUR schedule.

**Theft of Livestock**

Where theft is shown on YOUR schedule for this section, WE will also pay for loss arising from:

- 1 any theft or attempted theft of livestock insured while in the open or in any building; or
- 2 the unexplained disappearance of livestock insured for a period exceeding 30 days from the date such disappearance is notified to US, provided that if the livestock are recovered YOU will refund any amounts WE have paid, less any reasonable expenses YOU incur in their recovery.

**Transit**

WE will pay for loss of INCOME arising from DAMAGE to YOUR PROPERTY while in transit by:

- 1 road;
- 2 rail; and/or
- 3 inland waterway

anywhere in the GEOGRAPHICAL LIMITS.

The most WE will pay for any one loss is £100,000 but not exceeding the sum insured shown on YOUR schedule.



**Veterinary Fees**

WE will pay reasonable VET'S fees YOU incur arising from injury to livestock by an INSURED PERIL which:

- 1 results in death or SLAUGHTER ON HUMANE GROUNDS within 30 days; or
- 2 the VET certifies would have resulted in death or SLAUGHTER ON HUMANE GROUNDS within 30 days had treatment not been administered.

WE will not pay fees incurred after 30 days from the injury.

The most WE will pay for any one animal is £1,000 or the value of the animal, whichever is the less.

**Exclusion**

WE will not pay for any EXCESS shown on YOUR schedule.

**Special Conditions****Accumulated Stocks**

In calculating YOUR loss WE will take into account and make an equitable allowance where any reduction in INCOME is reduced or postponed by the sale or supply of accumulated stocks of raw materials, work in progress or finished goods.

**Alternative Premises**

In calculating YOUR loss WE will take into account any INCOME which YOU, or anyone on YOUR behalf, earn from conducting YOUR BUSINESS elsewhere than at the PREMISES during the INDEMNITY PERIOD.

**Cessation of Trading**

WE will not pay if YOUR BUSINESS is permanently discontinued, wound up or carried on by a liquidator or receiver unless WE have agreed in writing to do so.

**Current Cost Accounting**

For the purposes of this section, any adjustment made for current cost accounting will be disregarded.

**Declaration and Premium Adjustment**

The premium for this section is provisional and is based on ESTIMATED INCOME.

YOU should notify US of the ESTIMATED INCOME before the start of each period of insurance. In the absence of this, WE will use the last value declared by YOU, appropriately adjusted to reflect any index linking which may apply under this section.

YOU may choose to provide US (not later than six months after the expiry of each period of insurance) with a declaration from YOUR auditors of the INCOME earned during the financial year most nearly concurrent with the PERIOD OF INSURANCE.

If WE pay a claim the INCOME YOU declare will be increased by the amount of the claim payment.

If the declaration, proportionately increased where the maximum indemnity period exceeds 12 months:

- 1 is less than the ESTIMATED INCOME for the PERIOD OF INSURANCE, WE will allow a refund of premium paid on the ESTIMATED INCOME of up to 50% of the premium paid; or
- 2 is greater than the ESTIMATED INCOME for the PERIOD OF INSURANCE, WE will require YOU to pay an additional premium in respect of such amount, up to  $33\frac{1}{3}\%$  of the premium paid.

This does not apply where cover is on a First Loss basis.

**Departmental Accounts**

If YOUR BUSINESS is conducted in departments and the individual trading results of each department are easily ascertainable, the provisions of this cover in respect of INCOME will apply separately to each department affected by the DAMAGE.

**Early Settlement Option**

The amount payable for reduction in INCOME following DAMAGE to crops will, at YOUR option, be as follows:

- 1 for harvested crops, their market value on the date of the DAMAGE; or
- 2 for growing crops, their market value on the date they would have been harvested but for the DAMAGE;

less any savings in expenses of YOUR BUSINESS as a result of the DAMAGE.

**Payments on Account**

At YOUR request, WE may, at OUR absolute discretion, make payments on account during the INDEMNITY PERIOD, subject to any necessary adjustment being made upon conclusion of the claim.

**Value Added Tax (VAT)**

All terms in this section exclude value added tax to the extent that YOU are accountable to the authorities for such tax.

**Warranties**

The warranties in the Property Section and those applied by endorsement are particularly important to US. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss YOU will lose YOUR right to indemnity or payments for that claim.

**Settling Claims**

WE will pay:

- 1 for the reduction in the INCOME arising from DAMAGE caused by an INSURED PERIL, being the difference between the STANDARD INCOME which YOU would have earned and the INCOME which YOU actually earn during the INDEMNITY PERIOD; and
- 2 additional expenses which YOU necessarily and reasonably incur with OUR prior consent for the sole purpose of minimising the reduction in INCOME during the INDEMNITY PERIOD, provided that the additional expenses do not exceed the amount of the reduction in INCOME avoided by such incurred expenses.

Less:

- 1 any savings during the INDEMNITY PERIOD payable out of INCOME which stop or reduce as a result of the DAMAGE by an INSURED PERIL; and
- 2 any INCOME derived from the sale of any salvage remaining following the DAMAGE.

If YOUR BUSINESS is in its first year of trading, INCOME and STANDARD INCOME will reflect the actual figures realised between the date YOUR BUSINESS started and the DAMAGE.

# Goods in Transit

## Definitions

### CONTAINER

A solid container designed to transport the PROPERTY INSURED but excluding bags, boxes, cartons, casks, crates, drums, sacks, wrappers or similar items.

### GEOGRAPHICAL LIMITS

United Kingdom, the Republic of Ireland, the Isle of Man or the Channel Islands (including sea journeys between these territories).

### IN TRANSIT

In, on, or being loaded onto or unloaded from, a VEHICLE or while temporarily stored for up to 60 days in the course of conveyance by such VEHICLE.

### PROPERTY INSURED

Own farming goods belonging to YOU, or for which YOU are responsible and pertaining to YOUR BUSINESS.

### VEHICLE

Any motor vehicle and/or trailer specified on YOUR schedule.

Note: If vehicles are not specified on YOUR schedule then the definition of VEHICLE will be 'Any motor vehicle and/or trailer owned or operated by YOU'.

## The Cover

WE will pay for DAMAGE to PROPERTY INSURED while IN TRANSIT within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE.

WE will pay the:

- 1 value of the PROPERTY INSURED at the time of the DAMAGE; or
  - 2 cost of repair; or
- at OUR option, WE will reinstate or replace the PROPERTY INSURED or any part of it.

WE will not pay more than the VEHICLE load limit, in total as shown on YOUR schedule.

## Cover Extensions

These cover extensions will apply where the loss arises during the PERIOD OF INSURANCE but only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions detailed in this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

### Additional Costs

WE will pay the necessary and reasonable costs incurred, for which YOU are responsible, following accidental discharge of the PROPERTY INSURED, or the collision or overturning of the VEHICLE, to:

- 1 remove debris of the PROPERTY INSURED; and/or
- 2 reload the PROPERTY INSURED or transfer it to another VEHICLE.

### Sheets and Ropes

WE will pay for DAMAGE to sheets, tarpaulins, ropes, chains and pallets, for which YOU are responsible, while IN TRANSIT.

The most WE will pay for any one loss is the VEHICLE load limit.

## Exclusions

WE will not pay for:

- 1 any EXCESS shown on YOUR schedule.
- 2 deeds, bonds, bills of exchange, MONEY or MONETARY DOCUMENTS.
- 3 documents, manuscripts, BUSINESS books and computer system records, except for the cost of the materials and labour and computer time to reproduce them.
- 4 patterns, models, moulds, plans and designs, except for the cost of materials and of labour to reproduce them.
- 5 living creatures, pets or livestock.
- 6 DAMAGE if the VEHICLE is being used for the transportation of nitroglycerine, dynamite or any other similar explosive or more than 2,000 shotgun cartridges or bullets.
- 7 DAMAGE if the principal use of the VEHICLE is the transportation of chemicals or gases in liquid compressed or gaseous form with the classification of 1 to 9 in the United Nations Economic Commission for Europe Transport of Dangerous Goods Orange Book.

This exclusion will not apply to:

- a) any substance or compound that is used as an insecticide, herbicide, fungicide or other control of pests, disease or weeds, desiccant, defoliant, growth regulator, fertiliser, or compost accelerator or;
- b) any diesel, petrol, paraffin, kerosene or heating oil;

pertaining to YOUR farming and growing or any agricultural contracting activities where the VEHICLE is less than 17.5 tonnes gross vehicle weight.

- 8 DAMAGE arising from exposure to weather conditions unless:
  - a) the VEHICLE is fully enclosed or the PROPERTY INSURED is fully protected by adequate and effective tarpaulins or sheeting; or
  - b) the PROPERTY INSURED pertains to YOUR farming and growing activities only.
- 9 DAMAGE arising from:
  - a) wear and tear, vermin, insects, fungus, contamination or a gradually operating cause;
  - b) the dishonesty of any EMPLOYEE unless discovered and reported to US within seven days of its occurrence;
  - c) faulty or inadequate packing, labelling or addressing; or
  - d) clerical error, or omissions or deliveries to the wrong consignee.
- 10 consequential loss, delay or any loss not directly associated with the DAMAGE.
- 11 DAMAGE arising from:
  - a) electronic, electrical or mechanical breakdown; or
  - b) breakdown or malfunctioning of cooling or heating machinery (unless the Deterioration cover extension is shown as operative on YOUR schedule);unless caused by fire, theft, overturning or collision of the conveying VEHICLE.

# Employers' Liability

## Definitions

### COSTS

- 1 legal costs and expenses YOU incur with OUR prior consent to defend a claim which is insured under this section, on the basis that they are incurred before WE have paid or offered to pay the full amount of the claim;
- 2 legal costs recoverable from YOU by a claimant for a claim which is insured under this section;
- 3 legal costs and expenses for:
  - a) representation at any Coroner's Inquest or Fatal Inquiry; and/or
  - b) the defence of criminal proceedings brought against YOU for any breach or alleged breach of statutory duty, resulting in INJURY or DAMAGE to PROPERTY that may be the subject of a claim under this section.

Payment of COSTS for the defence of any EMPLOYEE will be made only at YOUR request.

### GEOGRAPHICAL LIMITS

- 1 the United Kingdom, the Channel Islands and the Isle of Man; or
- 2 worldwide where an EMPLOYEE is temporarily employed by YOU for not more than 60 consecutive days provided that:
  - a) the EMPLOYEE is ordinarily resident in the United Kingdom, the Channel Islands or the Isle of Man;
  - b) the EMPLOYEE ordinarily undertakes his or her work for YOU at premises in the United Kingdom, the Channel Islands or the Isle of Man.

## The Cover

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages and COSTS for INJURY sustained by any EMPLOYEE provided that the INJURY:

- 1 arises out of and in the course of their employment by YOU in connection with YOUR BUSINESS; and
- 2 is caused by an occurrence during the PERIOD OF INSURANCE which takes place within the GEOGRAPHICAL LIMITS.

The most WE will pay including COSTS for any one claim or series of claims (regardless of the number of Claimants) arising directly or indirectly out of one occurrence is the limit of indemnity shown on YOUR schedule.

## Cover Extensions

These cover extensions will apply only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

### Bridges

Exclusion 3e) of this section will not apply to INJURY to any EMPLOYEE arising in connection with work on or at any bridge owned by YOU or for which YOU are responsible as tenant located on YOUR farm or estate PREMISES where:

- 1 the bridge is not on a public highway; and
- 2 the bridge is not more than 3 metres high, 2 metres wide and does not have a span of more than 10 metres; and
- 3 the work being carried out is not directly related to maintaining the safety or structural integrity of the bridge.

### **Corporate Manslaughter and Corporate Homicide Act**

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend a prosecution brought within the GEOGRAPHICAL LIMITS as a result of an offence or alleged offence under Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 in connection with YOUR BUSINESS.

Provided that:

- 1 the deceased is an EMPLOYEE;
- 2 YOUR liability for the death is insured under this section; and
- 3 the death is caused by an offence or alleged offence which occurs during the PERIOD OF INSURANCE and within the GEOGRAPHICAL LIMITS.

WE will not pay for the:

- 1 costs of prosecution awarded against any defendant;
- 2 costs of any expert witness unless WE have given OUR prior consent; and/or
- 3 costs arising from enforcement of remedial or publicity orders or any other action required to be taken by such orders.

### **Court Attendance Expenses**

If WE request any of the following people to attend Court as a witness in connection with a claim which is insured under this section, WE will pay:

- |                        |                      |
|------------------------|----------------------|
| 1 YOU or YOUR director | £500 per day; and/or |
| 2 any other EMPLOYEE   | £300 per day.        |

### **Cross liabilities**

If the policy is issued in joint names of more than one party this section will indemnify each party as if a separate policy had been issued to each of them provided that OUR liability to all parties indemnified will not exceed in total the limit of indemnity shown on YOUR schedule.

No indemnity is provided where liability is owed by one party named on YOUR schedule to another party named on YOUR schedule.

### **Farming and Growing Work for Your Neighbour**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for INJURY sustained by an EMPLOYEE arising from farming and growing activities undertaken without monetary reward, other than for remuneration of expenses directly incurred, for YOUR neighbour.

### **Health and Safety at Work Act**

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend any criminal proceedings brought for a breach or alleged breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any regulations thereunder including COSTS incurred with OUR prior consent in an appeal against conviction arising from such proceedings.

Provided that the proceedings are brought within the GEOGRAPHICAL LIMITS and relate to:

- 1 the health, safety or welfare of an EMPLOYEE; and
- 2 an offence committed or alleged to have been committed within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE and in the course of YOUR BUSINESS.

WE will not pay for:

- 1 costs incurred to defend a prosecution where the charge includes a deliberate criminal act by YOU or any EMPLOYEE;
- 2 the cost of appeal against improvement or prohibition notices; and/or
- 3 the costs of investigation or inquiry other than where carried out on the instructions of a solicitor for the sole purpose of defending proceedings to which this cover extension applies.

### **Indemnity to Other Parties**

Where YOU would have been entitled to indemnity if the claim had been made against YOU:

- 1 WE will provide indemnity to YOUR legal personal representatives in the event of YOUR death; and
- 2 at YOUR request WE will provide indemnity to:
  - a) any officer or member of YOUR canteen, social, sports, educational and welfare organisations or fire, ambulance, first aid, medical or security services; or

- b) any EMPLOYEE;  
in their respective capacities as such;
- c) any principal for whom YOU are carrying out work under contract or agreement in the course of YOUR BUSINESS for liability arising out of the performance of such work by YOU;
- d) the owner of plant hired in by YOU, but only to the extent required by the contract conditions; or
- e) in the event of the death of any person specified in a) - d) above, the legal representative of the deceased person.

### **Injury to Working Partners or Proprietors**

WE will regard any working partner or proprietor of YOUR BUSINESS as an EMPLOYEE for INJURY they sustain while working in connection with YOUR BUSINESS.

Provided that the INJURY is caused by the negligence of another working partner, proprietor or EMPLOYEE in the course of YOUR BUSINESS.

### **Private Work**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for INJURY sustained by an EMPLOYEE arising from the execution of private duties by that EMPLOYEE, for YOU or any of YOUR directors, within the GEOGRAPHICAL LIMITS.

### **Terrorism**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for INJURY sustained by any EMPLOYEE which arises out of TERRORISM committed by a third party.

The most WE will pay including COSTS for any one claim or series of claims (regardless of the number of Claimants) arising directly or indirectly out of one occurrence is £5,000,000.

### **Unsatisfied Court Judgements**

If any EMPLOYEE or their personal representative obtains a court judgement within the European Union, the Channel Islands or the Isle of Man for damages for INJURY against any third party operating within the European Union, the Channel Islands or the Isle of Man and that judgement remains unpaid in whole or in part six months after the date of the award, WE will pay, at YOUR request, the amount of any unpaid damages and awarded costs to the EMPLOYEE or their personal legal representatives.

Provided that:

- 1 the INJURY occurred in the course of employment by YOU in connection with YOUR BUSINESS;
- 2 YOU are not the company or individual against whom the judgement has been made;
- 3 there is no appeal outstanding; and
- 4 before any payment is made under this cover extension, the EMPLOYEE or their personal legal representative will assign all the benefits and advantages of the judgement to US.

### **Exclusions**

WE will not pay for:

- 1 INJURY to any EMPLOYEE arising from the ownership, possession or use of any mechanically propelled vehicle or plant (including any attached trailer) by YOU or on YOUR behalf for which road traffic legislation requires compulsory motor insurance or security.
- 2 any action for damages brought against YOU in a country outside the European Union, the Channel Islands or the Isle of Man.
- 3 INJURY to any EMPLOYEE arising in connection with work on or at any:
  - a) power station or nuclear installation;
  - b) i. offshore oil/ gas installation; and/or  
ii. supply, support or accommodation vessel or structure relating to such an installation; or while travelling to or from them by sea or air;
  - c) chemical works;
  - d) aircraft, airport, airfield, airstrip, satellite, spacecraft, launch site, ship, dock, pier or wharf;
  - e) tower, steeple, chimney shaft, blast furnace, dam, canal, viaduct, bridge or tunnel;
  - f) underground mine or colliery; and/or
  - g) railways and associated equipment, or rolling stock.

- 4 liquidated damages, penalties, fines, aggravated, restitutionary, punitive, vindictive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- 5 INJURY to any EMPLOYEE arising out of any activity involving working on or processing asbestos or products made entirely or mainly of asbestos. This exclusion shall not apply provided that:
  - a) the discovery of asbestos by YOU or any EMPLOYEE is unintentional or accidental;
  - b) upon discovery of asbestos or products made entirely or mainly of asbestos all work stops immediately; and
  - c) an HSE-licensed asbestos removal contractor is employed as soon as possible to make safe the area in which the discovery is made. That contractor must have employers' liability and public liability insurance in force that provide limits of indemnity no less than those applicable to this policy and which do not exclude the work to be carried out.
- 6 INJURY to any EMPLOYEE arising out of any activity involving prospecting, extraction or refining of liquid or gaseous fuel.

## **Special Condition**

### **Right of Recovery**

This section is deemed to be in accordance with the provisions of any law relating to compulsory insurance for YOUR liability to EMPLOYEES within the GEOGRAPHICAL LIMITS. Where WE have paid an amount which WE would not have been liable to pay but for the provisions of such legislation, WE have the right to recover this amount from YOU.



# Public and Product Liability

## Definitions

### COSTS

- 1 legal costs and expenses YOU incur with OUR prior consent to defend a claim which is insured under this section, on the basis that they are incurred before WE have paid or offered to pay the full amount of the claim;
- 2 legal costs recoverable from YOU by a claimant for a claim which is insured under this section;
- 3 legal costs and expenses for:
  - a) representation at any Coroner's Inquest or Fatal Inquiry; and/or
  - b) the defence of criminal proceedings brought against YOU for any breach or alleged breach of statutory duty, resulting in INJURY or DAMAGE to PROPERTY that may be the subject of a claim under this section.

Payment of COSTS for the defence of any EMPLOYEE will be made only at YOUR request.

### GEOGRAPHICAL LIMITS

The United Kingdom, the Channel Islands and the Isle of Man.

### PRODUCTS

Any commodities or goods (including packaging, containers, instructions for use and labels) sold, supplied, manufactured, tested, altered, constructed, erected, installed, treated, planted, repaired, serviced, processed, stored, handled, or transported by YOU or on YOUR behalf in the course of YOUR BUSINESS.

## The Cover

### Public Liability

Please refer to YOUR schedule to see if this is operative

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY;
  - 2 DAMAGE to PROPERTY;
  - 3 obstruction, trespass, nuisance or interference with any right of air, light, water, way or privacy; and/or
  - 4 wrongful arrest, detention or false imprisonment of any person;
- occurring within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE in connection with YOUR BUSINESS and not arising from PRODUCTS other than:
- 1 PRODUCTS remaining in YOUR custody or control; or
  - 2 any food or drink sold or supplied to visitors for consumption on YOUR premises.

The most WE will pay for all damages arising directly or indirectly out of one incident or series of incidents attributable to one source or cause is the limit of indemnity shown on YOUR schedule.

In addition WE will pay COSTS.

### Product Liability

Please refer to YOUR schedule to see if this is operative

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY; and/or
  - 2 DAMAGE to PROPERTY;
- occurring during the PERIOD OF INSURANCE and caused by PRODUCTS (other than while remaining in YOUR custody or control) physically supplied from within the GEOGRAPHICAL LIMITS.

The most WE will pay for all damages arising during the PERIOD OF INSURANCE is the limit of indemnity shown on YOUR schedule.

In addition WE will pay COSTS.

## **Cover Extensions**

These cover extensions will apply only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

### **Bridges**

Exclusion 11e) of this section will not apply to liability arising in connection with work carried out by YOU or YOUR EMPLOYEES on or at any bridge owned by YOU or for which YOU are responsible as tenant located on YOUR farm or estate PREMISES where:

- 1 the bridge is not on a public highway; and
- 2 the bridge is not more than 3 metres high, 2 metres wide and does not have a span of more than 10 metres; and
- 3 the work being carried out is not directly related to maintaining the safety or structural integrity of the bridge.

### **Car Park Liability**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for DAMAGE to mechanically propelled vehicles legitimately parked at YOUR premises.

WE will not pay for DAMAGE to vehicles which are:

- 1 owned, leased, borrowed or hired by YOU;
- 2 being stored for a fee or other consideration; and/or
- 3 in YOUR custody or control for the purpose of being worked on by YOU or any EMPLOYEE in connection with YOUR BUSINESS.

### **Caravans**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for:

- 1 accidental INJURY; and/or
- 2 DAMAGE to PROPERTY;

arising from:

- 1 the provision of up to 10 caravan pitches; or
- 2 the temporary siting of more than 10 caravans during any 28 days in the PERIOD OF INSURANCE.

### **Cloakroom Liability**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from DAMAGE to PROPERTY deposited in any cloakroom at YOUR premises provided that suitable notices disclaiming all liability for DAMAGE are clearly displayed in or about the cloakroom.

The most WE will pay is £200 for any one article or £1,000 for all losses arising from any one incident.

WE will not pay where YOU have made a charge for storage but an attendant is not on duty while the cloakroom is in use.

### **Commercial Visits**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY; and/or
- 2 DAMAGE to PROPERTY;

occurring in the course of a commercial visit by YOU and/or any EMPLOYEE to any supplier, customer or business partner, trade show or exhibition outside the GEOGRAPHICAL LIMITS provided that the visit lasts for no more than 60 consecutive days and all persons undertaking the visit:

- 1 are ordinarily resident in the United Kingdom, the Channel Islands or the Isle of Man; and
- 2 ordinarily undertake their work at premises in the United Kingdom, the Channel Islands or the Isle of Man.

WE will not pay for liability:

- 1 arising from visits which wholly or partly involve the supervision or performance of manual work, other than at trade shows or exhibitions which YOU and/or any EMPLOYEE are attending;

- 2 arising from the ownership, possession or occupation of land or buildings;
- 3 which is insured by another policy.

### **Contingent Motor Liability**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY; and/or
- 2 DAMAGE to PROPERTY;

arising out of the use of any motor vehicle not owned or provided by YOU, being used in connection with YOUR BUSINESS.

WE will not pay for:

- 1 liability:
  - a) arising from a motor vehicle owned by, provided by or being driven by YOU;
  - b) arising while the vehicle is being driven by any person who YOU know, or YOU ought to know, does not hold a licence to drive the vehicle; and/or
  - c) occurring outside the GEOGRAPHICAL LIMITS.
- 2 DAMAGE to the vehicles or their contents.

NOTE: This cover is not intended to meet the requirements of the Road Traffic Acts. YOU are required by law to obtain appropriate cover, accompanied by a Certificate of Insurance, for every vehicle used in the course of YOUR BUSINESS.

### **Corporate Manslaughter and Corporate Homicide Act**

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend a prosecution brought within the GEOGRAPHICAL LIMITS as a result of an offence or alleged offence under Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 in connection with YOUR BUSINESS.

Provided that:

- 1 the deceased is not an EMPLOYEE;
- 2 YOUR liability for the death is insured under this section; and
- 3 the death occurs during the PERIOD OF INSURANCE and within the GEOGRAPHICAL LIMITS.

WE will not pay for:

- 1 the costs of prosecution awarded against any defendant;
- 2 the costs of any expert witness unless WE have given OUR prior consent; and/or
- 3 costs arising from enforcement of remedial or publicity orders or any other action required to be taken by such orders.

### **Court Attendance Expenses**

If WE request any of the following people to attend Court as a witness in connection with a claim which is insured under this section WE will pay:

- |                        |                      |
|------------------------|----------------------|
| 1 YOU or YOUR director | £500 per day; and/or |
| 2 any other EMPLOYEE   | £300 per day.        |

### **Cross Liabilities**

If the policy is issued in joint names of more than one party this section will indemnify each party as if a separate policy had been issued to each of them provided that OUR liability to all parties indemnified will not exceed in total the limit of indemnity shown on YOUR schedule.

### **Data Protection**

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 data protection regulations.

Provided that:

- 1 YOU are a registered user in accordance with data protection legislation;
- 2 YOU are not in business as a data processing bureau; and
- 3 the claimant:
  - a) is the subject of personal data that YOU hold; and
  - b) 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.

WE will not pay for:

- 1 the cost of replacing, reinstating, rectifying or erasing any personal data;
- 2 liability arising from:
  - a) the recording, processing or provision of data for reward or to determine the financial status of any person;
  - b) the act of any person other than YOU or any EMPLOYEE; and/or
  - c) defamation;
- 3 losses relating to unencrypted data away from YOUR premises; and/or
- 4 proceedings or appeals involving any deliberate act or omission by YOU or on YOUR behalf.

#### **Defective Premises Act**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY; and/or
- 2 DAMAGE to PROPERTY;

under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with premises which YOU previously owned or occupied for the purposes of YOUR BUSINESS.

WE will not pay for the cost of remedying any defect or alleged defect in the premises.

#### **Farming and Growing Work for Your Neighbour**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY to any person; and/or
- 2 DAMAGE to PROPERTY

arising from farming and growing activities undertaken without monetary reward, other than for remuneration of expenses directly incurred, for YOUR neighbour.

#### **Food Safety and Consumer Protection Acts**

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend criminal proceedings brought for a breach or alleged breach of Part II of the Food Safety Act 1990, or Part II of the Consumer Protection Act 1987, or any regulations thereunder, including legal costs and expenses incurred in an appeal against conviction arising from such proceedings.

Provided that the proceedings are brought within the GEOGRAPHICAL LIMITS and relate to an offence committed or alleged to have been committed within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE and in the course of YOUR BUSINESS.

WE will not pay for the:

- 1 costs incurred to defend a prosecution where the charge includes a deliberate criminal act by YOU or any EMPLOYEE;
- 2 cost of appeal against improvement or prohibition notices; and/or
- 3 costs of investigation or inquiry other than where carried out on the instructions of a solicitor for the sole purpose of defending proceedings to which this extension applies.

#### **Health and Safety at Work Act**

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend criminal proceedings brought for a breach or alleged breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any regulations thereunder, including legal costs and expenses incurred in an appeal against conviction arising from such proceedings.

Provided that the proceedings are brought within the GEOGRAPHICAL LIMITS and during the PERIOD OF INSURANCE and relate to:

- 1 the health, safety or welfare of any person other than an EMPLOYEE; and
- 2 an offence committed or alleged to have been committed within the GEOGRAPHICAL LIMITS and in the course of YOUR BUSINESS.

WE will not pay for the:

- 1 costs incurred to defend a prosecution where the charge includes a deliberate criminal act by YOU or any EMPLOYEE;
- 2 cost of appeal against improvement or prohibition notices; and/or
- 3 costs of investigation or inquiry other than where carried out on the instructions of a solicitor for the sole purpose of defending proceedings to which this extension applies.

### **Indemnity to Other Parties**

Where YOU would have been entitled to indemnity if the claim had been made against YOU:

- 1 WE will provide indemnity to YOUR legal personal representatives in the event of YOUR death;
- 2 at YOUR request WE will provide indemnity to:
  - a) any officer or member of YOUR canteen, social, sports, educational and welfare organisations or fire, ambulance, first aid, medical or security services; or
  - b) any EMPLOYEE;  
in their respective capacities as such;
  - c) any principal for whom YOU are carrying out work under contract or agreement in the course of YOUR BUSINESS for liability arising out of the performance of such work by YOU;
  - d) the owner of plant hired in by YOU, but only to the extent required by the contract conditions; or
  - e) in the event of the death of any person specified in a) - d) above, the legal representative of the deceased person.

### **Moral Obligation**

For farming and growing activities only, where requested by YOU, WE will pay for DAMAGE to:

- 1 the personal effects of visitors to YOUR premises (including their vehicles); and/or
  - 2 other PROPERTY arising from:
    - a) YOUR livestock trespassing, escaping or being driven;
    - b) YOUR dogs;
    - c) stones or other objects (other than sprays or chemicals) being thrown up by YOUR agricultural vehicles or machinery; and/or
    - d) falling trees, branches, walls or any part of the structure of buildings situated at YOUR premises;
- for which YOU are not legally liable.

The most WE will pay in total during any one PERIOD OF INSURANCE is £2,500.

### **Movement of Obstructing Vehicles**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY; and/or
  - 2 DAMAGE to PROPERTY;
- arising from the movement of any mechanically propelled vehicle by YOU or any EMPLOYEE where such vehicle is causing an obstruction and interfering with the normal operation of YOUR BUSINESS.

Provided that:

- 1 the vehicle is not owned, leased, borrowed or hired by YOU;
- 2 the movement is limited to vehicles parked on or obstructing YOUR premises or access to any site at which YOU are working;
- 3 the vehicle to be moved will be driven by a person who is competent and to YOUR knowledge holds a licence to drive the vehicle; and
- 4 the vehicle to be moved is driven by use of its own ignition key.

WE will not pay:

- 1 for DAMAGE caused to the vehicle being moved; and/or
- 2 where road traffic legislation requires compulsory motor insurance or security.

### **Overseas Personal Liability**

WE will indemnify YOU for all sums which YOU and/or at YOUR request any EMPLOYEE are legally liable to pay as damages arising from:

- 1 accidental INJURY; and/or
- 2 DAMAGE to PROPERTY;

arising directly from the private activities of any EMPLOYEE while he or she is temporarily employed by YOU for not more than 60 consecutive days outside the GEOGRAPHICAL LIMITS.

Provided that:

- 1 the EMPLOYEE is ordinarily resident in the United Kingdom, the Channel Islands or the Isle of Man;
- 2 the EMPLOYEE ordinarily undertakes his or her work at premises in the United Kingdom, the Channel Islands or the Isle of Man; and
- 3 cover under this extension shall apply only in respect of occurrences during the period of temporary employment outside the GEOGRAPHICAL LIMITS.

WE will not pay for liability:

- 1 arising from the ownership, possession or occupation of land or buildings;
- 2 arising from any business, professional and/or commercial activity;
- 3 arising in the course of employment by YOU or any other person;
- 4 to any EMPLOYEE; or
- 5 which is insured by another policy.

#### **Private Work**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY; and/or
- 2 DAMAGE to PROPERTY;

arising from the execution of private duties by any EMPLOYEE, for YOU or any of YOUR directors, within the GEOGRAPHICAL LIMITS.

#### **Tenant's Liability**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for DAMAGE to premises (including fixtures and fittings) within the GEOGRAPHICAL LIMITS, which are leased, let, hired or rented to YOU in connection with YOUR BUSINESS.

WE will not pay for:

- 1 liability arising solely due to a contract or agreement which would not have attached in the absence of such contract or agreement;
- 2 wear, tear and gradual deterioration; and/or
- 3 DAMAGE to premises from causes against which YOU are required to effect insurance by the terms of any contract, lease or tenancy agreement.

#### **Terrorism**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY; and/or
- 2 DAMAGE to PROPERTY;

arising from TERRORISM committed by a third party.

The most WE will pay for all damages and COSTS arising directly or indirectly from one incident or series of incidents attributable to one source or cause is £5,000,000, or the limit of indemnity shown on YOUR schedule, whichever is the less.

#### **Exclusions**

WE will not pay for:

- 1 INJURY to any EMPLOYEE.
- 2 DAMAGE to PROPERTY:
  - a) belonging to YOU or held in trust by YOU or borrowed, rented, let, leased or hired for use by YOU, other than where described in the Tenant's Liability cover extension; and/or
  - b) which is in YOUR custody or control, other than:
    - i. personal effects (including vehicles and their contents) of YOUR visitors or EMPLOYEES; or
    - ii. where described in the Car Park Liability, Cloakroom Liability and Tenant's Liability cover extensions.
- 3 liability arising from POLLUTION other than caused directly or indirectly 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 which arises out of one incident will be deemed to have occurred at the time such incident takes place.

The most WE will pay for all damages arising during the PERIOD OF INSURANCE from POLLUTION is £5,000,000 or the limit of indemnity shown on YOUR schedule, whichever is the less.

- 4 liability arising from the ownership, possession or use of any mechanically propelled vehicle or plant (including attached trailers) by YOU or on YOUR behalf:
  - a) for which road traffic legislation requires compulsory motor insurance or security; and/or
  - b) where indemnity is provided by another insurance policy.

Where there is no indemnity provided by another policy this exclusion will not apply to:

- a) loading and unloading;
  - b) liability arising solely from the use as a tool of trade unless compulsory motor insurance or security is required; or
  - c) the Contingent Motor Liability or Movement of Obstructing Vehicles cover extensions.
- 5 liability arising from PRODUCTS which are to YOUR knowledge exported directly or indirectly to the United States of America or Canada.
- 6 liability arising:
- a) from professional advice or professional services given for a fee;
  - b) from the design, plan, formula or specification of PRODUCTS, provided by YOU for a fee or where a fee would normally be charged; and/or
  - c) out of treatment (other than first aid) or the dispensing of medicines or drugs.
- 7 the costs of repairing, replacing, reinstating, rectifying, recalling, removing, or making good the PRODUCTS themselves or in making a refund for the price paid of any PRODUCTS.
- 8 DAMAGE to that part of any PROPERTY upon which YOU or any EMPLOYEE has been working where the DAMAGE is the direct result of such work.
- 9 liability which arises solely due to a contract or agreement other than:
- a) where imposed by a tenancy agreement following the Model Clauses of the Agricultural Holdings Act 1986; or
  - b) arising from any condition or warranty of goods or services implied by law.
- 10 liability arising from any action for damages brought against YOU in any country outside the European Union, the Channel Islands or the Isle of Man in which YOU occupy premises or are represented by any resident EMPLOYEE or holder of YOUR power of attorney.
- 11 liability arising in connection with work on or at any:
- a) power station or nuclear installation;
  - b) i. offshore oil/ gas installation; and/or  
ii. supply, support or accommodation vessel or structure relating to such an installation; or while travelling to or from them by sea or air;
  - c) chemical works;
  - d) aircraft, airport, airfield, airstrip, satellite, spacecraft, launch site, ship, dock, pier or wharf;
  - e) tower, steeple, chimney shaft, blast furnace, dam, canal, viaduct, bridge or tunnel;
  - f) underground mine or colliery; and/or
  - g) railways and associated equipment, or rolling stock.
- 12 liquidated damages, penalties, fines, aggravated, restitutionary, punitive, vindictive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- 13 liability arising from the ownership, possession or use by YOU or on YOUR behalf of:
- a) any vessel or craft designed to travel through air or space;
  - b) hovercraft or watercraft or any other vessel or craft designed to float on or in, or travel through water other than hand-propelled watercraft; and/or
  - c) any railway, siding or rolling stock.
- 14 liability arising from any PRODUCTS which are, to YOUR knowledge, used:
- a) in craft designed to travel through air, space or water and which affect or could affect the navigation, propulsion, safety, air worthiness or sea worthiness of the craft;
  - b) in connection with any power station or nuclear installation which affects or could affect the safety or operation of such installation;
  - c) in the pharmaceutical industry involving the manufacture or formulation of drugs or medical supplies; and/or
  - d) in or as medical equipment or devices for internal, invasive and/or critical use in or on the human body.

- 15 liability, in connection with YOUR farming and growing activities only, arising from:
  - a) the production, supply or presence on YOUR premises of any genetically modified crop, where liability may be attributed directly or indirectly to the genetic characteristics of such crop;
  - b) the spread or threat of spread of genetically modified organism characteristics; and/or
  - c) any change to the environment arising from research into, testing of or production of genetically modified organisms.
- 16 liability arising out of any activity involving prospecting, extraction or refining of liquid or gaseous fuel.
- 17 any EXCESS shown on YOUR schedule.

The spray drift EXCESS shown on YOUR schedule will apply to the spraying or dissemination of any desiccant, defoliant, growth regulator, or substance used for the control of pests, disease or weeds.

### **Special Condition**

The most WE will pay including COSTS will not exceed the limit of indemnity shown on YOUR schedule:

- 1 if any part of YOUR claim is for legal liability which arises; and/or
  - 2 for any action for damages brought;
- outside the European Union, the Channel Islands or the Isle of Man.

### **Warranties**

The warranties set out below and those applied by endorsement are particularly important to US. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss YOU will lose YOUR right to indemnity or payments for that claim.

#### **Underground Services**

YOU warrant that where YOU are involved in any digging, drilling, boring, earth moving or excavation work, YOU will, before commencing any work:

- 1 ensure that all reasonable measures are taken to identify the location of underground pipes, cables and other services before any work is commenced which may involve a risk of damage to them;
- 2 communicate the location of these underground services to EMPLOYEES or contractors carrying out such WORK on YOUR behalf; and
- 3 prepare and retain a written record of the measures taken to locate these underground services.

#### **Use of Heat**

YOU warrant that if YOU use any electric, oxyacetylene or similar welding or cutting equipment, blow lamps, blow torches or similar equipment for the application of heat, YOU will ensure that the following precautions are put into effect each time such equipment is used:

- 1 make available for immediate use a suitable fire extinguisher which has been maintained;
- 2 where possible, move combustible material to at least 10 metres from the point of application of heat. Where this is not possible, use fire-resistant or purpose made blankets, drapes, shields or screens to protect the PROPERTY;
- 3 where the heat work is being carried out on combustible floors, protect them with fire-resistant materials;
- 4 complete a thorough inspection of the area where the work is to be carried out (including where possible, the other side of any wall or partition being worked upon) to ensure that there are no combustible materials which could be ignited by direct or conducted heat;
- 5 ensure all heat equipment is:
  - a) used in accordance with the manufacturer's instructions;
  - b) attended at all times while alight or in operating mode; and
  - c) extinguished immediately after use;
- 6 where the work involves the use of gas cylinders, keep those not required for immediate use outside the building in which the work is taking place, or at least 10 metres from the point of application of heat; and
- 7 carry out a thorough examination of the area where work was carried out one hour after completion of each period of work or stage of work involving the application of heat to ensure that there is no smouldering or lit material.



# Environmental Liability

**YOUR Environmental Liability cover will not operate in respect of any of YOUR activities that fall within the following trades:**

**Waste Disposal Contractors, Clothing Dyers & Cleaners, Ferrous and Non-Ferrous Metal Smelting & Extraction, Steel Mills, Abstraction and Supply of Potable Water from natural sources, Filling Stations, Fuel Distributors (other than solid fuel), Mines & Quarries, any Speculative Property Developing activity where there is no principal or any development activity on Brownfield sites, Waste Transfer Stations, Landfills, Water or Waste Treatment Plants.**

**In the event of any uncertainty as to whether an activity to be undertaken or being undertaken may fall within an excluded trade, YOU should contact YOUR local office for guidance.**

## Definitions

### ACTIVE ASBESTOS INCIDENT

A discharge, disposal, migration, release or escape of asbestos into the air as a result of asbestos abatement activities at the INSURED PREMISES that are performed:

- 1 by persons both licensed and qualified in such asbestos abatement activities; and
- 2 in accordance with applicable laws.

### BIODIVERSITY

Land, air, water, groundwater, drinking water supplies and fish, wildlife, biota and their habitats.

### BIODIVERSITY DAMAGE

INJURY to or DAMAGE sustained by or destruction of land, water, protected species or natural habitats for which YOU are legally responsible under legislation in any EU Member State which implements the European Union Environmental Liability Directive 2004/35/EC. For the avoidance of doubt, this includes primary, complementary and compensatory remediation as defined in Annex II Directive 2004/35/EC.

### BIODIVERSITY SERVICE

The functions performed by a BIODIVERSITY for the benefit of other BIODIVERSITY or for the public.

### COMPENSATORY REMEDIATION COSTS

Reasonable expenses incurred to the extent required by ENVIRONMENTAL LAW in providing additional improvements to BIODIVERSITY at either the DAMAGED location or at an alternative location to compensate for the interim loss of BIODIVERSITY pending recovery through PRIMARY REMEDIATION COSTS or otherwise.

### COMPLEMENTARY REMEDIATION COSTS

Reasonable expenses incurred in providing BIODIVERSITY and/or BIODIVERSITY SERVICES to the extent required by ENVIRONMENTAL LAW as a consequence of the DAMAGED BIODIVERSITY not having been returned to the condition that would have existed at the time of the DAMAGE had the DAMAGE not occurred.

### COSTS

- 1 legal costs and expenses YOU incur with OUR prior consent to defend a claim which would be insured under this section;
- 2 all legal costs recoverable from YOU by any claimant or REGULATORY AUTHORITY which have been incurred before WE have paid or offered to pay either the full amount of the claim or the limit of indemnity;
- 3 legal costs and expenses for:
  - a) representation at any Coroner's Inquest or Fatal Inquiry; and/or
  - b) the defence of criminal proceedings brought against YOU for any breach or alleged breach of statutory duty, resulting in accidental INJURY or DAMAGE to PROPERTY that may be the subject of a claim under this section.

Payment of COSTS for the defence of any EMPLOYEE will be made only at YOUR request.

#### COVERED OPERATION

Operations performed by YOU or on YOUR behalf in connection with YOUR BUSINESS at locations owned or occupied by YOUR customer.

#### ENVIRONMENTAL DAMAGE

Environmental Damage shall have the definition specifically provided in Directive 2004/35/CE of the European Parliament and of the Council of 21 April 2004.

#### ENVIRONMENTAL LAW

Any law governing YOUR liability with respect to POLLUTION CONDITIONS or ENVIRONMENTAL DAMAGE.

#### FLY TIPPING

The unauthorised dumping of waste on the INSURED PREMISES or at the site of any COVERED OPERATION not licensed to receive it.

#### FUNGI

Any type or form of fungus including mould or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

#### INSURED PREMISES

The premises shown:

- 1 on YOUR schedule under any other section insured by this policy; and/or
- 2 in the Insured Premises endorsement.

Where YOUR BUSINESS comprises farming and growing activities, the definition is extended to include all land or premises in the United Kingdom, the Isle of Man or the Channel Islands owned or used by YOU in connection with YOUR BUSINESS in respect of these activities only.

#### NFU MEMBER

A professional farmer or grower who subscribes to any of the following: National Farmers Union, the NFU of Scotland, the Scottish Crofters Association, the Ulster Farmers Union, or the Manx NFU and who has certified membership.

#### PASSIVE ASBESTOS EXPOSURE

Exposure to asbestos or asbestos containing materials other than as a result of any asbestos abatement activities or other deliberate removal or disturbance activities at the INSURED PREMISES.

#### POLLUTION CONDITION

The discharge, dispersal, release, escape, migration or seepage in, on or under land, structures thereon, the atmosphere, surface water or groundwater of any solid, liquid, gaseous or thermal irritant, pollutant or contaminant including smoke, soot, vapours, fumes, acids, alkalis, chemicals, FUNGI, hazardous substances, hazardous materials and waste materials.

#### PRIMARY REMEDIATION COSTS

Reasonable expenses incurred with OUR written consent in the investigation, quantification, monitoring, abatement, removal, disposal, treatment, neutralisation or immobilisation of POLLUTION CONDITIONS to the extent required by ENVIRONMENTAL LAW including:

- 1 reasonable legal costs incurred with OUR written consent; and
- 2 expenses necessarily incurred in the repair or replacement of PROPERTY due to DAMAGE sustained in the course of responding to a POLLUTION CONDITION other than expenses incurred in respect of any improvements or betterments.

## PRODUCTS

Any commodities or goods (including packaging, containers, instructions for use and labels) sold, supplied, manufactured, tested, altered, constructed, erected, installed, treated, planted, repaired, serviced, processed, stored, handled or transported by YOU or on YOUR behalf in the course of YOUR BUSINESS where the work undertaken by YOU or on YOUR behalf does not involve installation, construction, erection or alteration of such goods at the site of THE WORKS.

## PROPERTY DAMAGE

DAMAGE to PROPERTY, loss of use of PROPERTY which is not physically damaged, reduction in value of PROPERTY of a third party, or BIODIVERSITY DAMAGE.

## REGULATORY ACTION

Any action taken or any liability imposed by any REGULATORY AUTHORITY under ENVIRONMENTAL LAW.

## REGULATORY AUTHORITY

Any legal body, authority, agency or other person and/or any court of law or tribunal in each case having authority under ENVIRONMENTAL LAW.

## REMEDIATION COSTS

- 1 PRIMARY REMEDIATION COSTS
- 2 COMPLEMENTARY REMEDIATION COSTS
- 3 COMPENSATORY REMEDIATION COSTS.

## RESPONSIBLE OFFICIAL

The EMPLOYEE, officer or partner who is or was responsible for environmental matters, control or compliance at the INSURED PREMISES or COVERED OPERATION.

## RETROACTIVE DATE

The inception date of this cover is shown on YOUR schedule and will remain unaltered during the currency of this insurance.

In respect of any INSURED PREMISES added subsequent to the inception date stated in the above paragraph the retroactive date will be the date on which WE accepted the INSURED PREMISES in writing.

If YOU provide evidence that YOU previously purchased and continuously maintained Environmental Liability Insurance which is materially the same as the cover provided by this section in respect of the INSURED PREMISES from another insurer the retroactive date will be the inception date of that earlier insurance.

## THE WORKS

Permanent and temporary works undertaken by YOU in the course of YOUR BUSINESS including:

- 1 materials intended for incorporation within them;
- 2 temporary works and temporary buildings; and
- 3 plant, tools and equipment;

for use in connection with the works.

## TRANSPORTATION

The movement of YOUR products or waste by a person or entity other than YOU engaged in the business of transporting property, until such products or waste arrive at the boundaries of their final destination.

## The Cover

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY to any person;
- 2 PROPERTY DAMAGE;
- 3 trespass, nuisance or obstruction; and/or
- 4 BIODIVERSITY DAMAGE;

arising out of any POLLUTION CONDITION or ENVIRONMENTAL DAMAGE:

- 1 on, at, under or migrating from the INSURED PREMISES;
- 2 which results from any COVERED OPERATION; or
- 3 which is caused by YOUR products or waste during TRANSPORTATION;

provided that the claim is made against YOU during the PERIOD OF INSURANCE and notified to US during the same PERIOD OF INSURANCE or within 60 days of its expiry.

WE will also pay on YOUR behalf:

- 1 COSTS in respect of any claim to which this cover applies; and

- 2 imposed REMEDIATION COSTS which arise out of such POLLUTION CONDITION or ENVIRONMENTAL DAMAGE, where they result from REGULATORY ACTION first imposed during the PERIOD OF INSURANCE and notified to US during the same PERIOD OF INSURANCE or within 60 days of expiry thereof.

The most WE will pay for all damages, COSTS and REMEDIATION COSTS arising out of all POLLUTION CONDITIONS or ENVIRONMENTAL DAMAGE occurring during any one PERIOD OF INSURANCE will be the limit of indemnity shown on YOUR schedule.

## **Cover Extensions**

These cover extensions will apply only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

### **Court Attendance Expenses**

If WE request any of the following people to attend Court as a witness in connection with a claim which is insured under this section, WE will pay:

- |   |                      |                      |
|---|----------------------|----------------------|
| 1 | YOU or YOUR director | £500 per day; and/or |
| 2 | any other EMPLOYEE   | £300 per day.        |

### **Cross Liabilities**

If the policy is issued in joint names of more than one party this section will indemnify each party as if a separate policy had been issued to each of them provided that OUR liability to all parties indemnified will not exceed in total the limit of indemnity shown on YOUR schedule.

### **Indemnity to Other Parties**

Where YOU would have been entitled to indemnity if the claim had been made against YOU:

- 1 WE will provide indemnity to YOUR legal personal representatives in the event of YOUR death;
- 2 at YOUR request WE will provide indemnity to:
  - a) any officer or member of YOUR canteen, social, sports, educational and welfare organisations or fire, ambulance, first aid, medical or security services; or
  - b) any of YOUR directors or EMPLOYEES;  
in their respective capacities as such;
  - c) any principal for whom YOU are carrying out work under contract or agreement in the course of YOUR BUSINESS for liability arising out of the performance of such work by YOU;
  - d) the owner of plant hired in by YOU, but only to the extent required by the contract conditions; or
  - e) in the event of the death of any person specified in a) - d) above, the legal representative of the deceased person.

## **Exclusions**

WE will not pay for:

- 1 INJURY to any EMPLOYEE.
- 2 liability arising out of or related in any way to:
  - a) asbestos or asbestos containing materials; or
  - b) lead or lead-containing materials;  
on or in structures.

This exclusion does not apply:

- a) in respect of INJURY or COSTS resulting from:
  - i. a PASSIVE ASBESTOS EXPOSURE; or
  - ii. an ACTIVE ASBESTOS INCIDENT that is migrating from the boundaries of the INSURED PREMISES;  
provided that the PASSIVE ASBESTOS EXPOSURE or ACTIVE ASBESTOS INCIDENT giving rise to the claim must start after the RETROACTIVE DATE;

- b) to abatement work performed on YOUR behalf by a subcontractor who holds a valid certificate authorising him to carry out such work and has valid insurance in respect of liability arising from such work; and/or
  - c) the inadvertent disturbance of lead-based paint and/or materials containing asbestos during the course of performing COVERED OPERATIONS.
- 3 DAMAGE to, loss of use of, or reduction in value of:
- a) PROPERTY belonging to or in the custody or control of YOU or any EMPLOYEE or YOUR agent; or
  - b) INSURED PREMISES or COVERED OPERATION including land or contents leased, let, rented or hired to YOU in connection with YOUR BUSINESS.

This exclusion does not apply to REMEDIATION COSTS.

- 4 liability arising from a POLLUTION CONDITION or ENVIRONMENTAL DAMAGE which commenced prior to the RETROACTIVE DATE.
- 5 liquidated damages, penalties, fines, aggravated damages, restitutionary, punitive, vindictive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- 6 liability arising from the intentional disregard of or knowing wilful or deliberate non-compliance with any statute, regulation, administrative complaint, notice of violation, notice letter, instruction of any REGULATORY AUTHORITY or executive judicial or administrative order by YOU or by a RESPONSIBLE OFFICIAL.
- 7 claims which are the subject of indemnity under the Public Liability cover of the Public and Product Liability Insurance, or would be but for the limit of indemnity applicable thereto.
- 8 liability arising from a POLLUTION CONDITION or ENVIRONMENTAL DAMAGE where the relevant discharge, dispersal, release, escape, migration and/or seepage emanates from any tank or associated piping and appurtenance, where:
- a) such tank has more than 10% of its volume below ground; and
  - b) YOU knew about the presence of such tank.
- 9 liability arising:
- a) from professional advice or professional services given by YOU for a fee;
  - b) from the design, plan, formula or specification of PRODUCTS or work for a fee; and/or
  - c) out of treatment (other than first aid) or the dispensing of medicines or drugs.
- 10 liability arising from FLY TIPPING.

This exclusion will not apply to FLY TIPPING on INSURED PREMISES which are used in connection with the farming and growing activities carried out in connection with YOUR BUSINESS.

- 11 liability arising out of or in any way related to PRODUCTS other than:
- a) PRODUCTS remaining in YOUR custody or control; or
  - b) any food or drink sold or supplied to visitors for consumption on YOUR premises.
- 12 claims if the Public Liability cover under the Public and Product Liability Insurance is subject to a Pollution Exclusion Endorsement.
- 13 claims made against YOU in any country outside the European Union, the Channel Islands or the Isle of Man in which YOU occupy premises or are represented by any resident EMPLOYEE or holder of YOUR power of attorney.
- 14 liability arising from the ownership, possession or use of any mechanically propelled vehicle or plant (including attached trailers) by YOU or on YOUR behalf:
- a) for which road traffic legislation requires compulsory insurance or security; and/or
  - b) where indemnity is provided by another insurance policy.

Where there is no indemnity provided by another policy this exclusion will not apply to:

- a) loading and unloading;
  - b) liability arising solely from the use as a tool of trade unless compulsory motor insurance or security is required; or
  - c) the Contingent Motor Liability or Movement of Obstructing Vehicles cover extensions.
- 15 liability arising from the ownership, possession or use by YOU or on YOUR behalf of:
- a) any vessel or craft designed to travel through air or space;
  - b) hovercraft or watercraft or any other vessel or craft designed to float on or in, or travel through water other than hand-propelled watercraft; and/or
  - c) any railway, siding or rolling stock.
- 16 liability which arises solely due to a contract or agreement other than:
- a) liability imposed by a tenancy agreement following the Model Clauses of the Agricultural Holdings Act 1986;
  - b) liability arising from any condition or warranty of goods implied by law; or
  - c) liability assumed under the terms of any contract for:
    - i. the construction, alteration, repair or renovation of PROPERTY or the installation of anything in such PROPERTY; or
    - ii. INJURY or DAMAGE to PROPERTY other than THE WORKS arising in connection with any contract described in i. above.
- 17 any EXCESS shown on YOUR schedule.
- 18 liability arising in connection with work on or at any:
- a) power station or nuclear installation;
  - b) i. offshore oil/gas installation; and/or
    - ii. supply, support or accommodation vessel or structure relating to such an installation; or while travelling to or from them by sea or air;
  - c) chemical works;
  - d) aircraft, airport, airfield, airstrip, satellite, spacecraft, launch site, ship, dock, pier or wharf;
  - e) tower, steeple, chimney shaft, blast furnace, dam, canal, viaduct, bridge or tunnel;
  - f) underground mine or colliery; and/or
  - g) railways and associated equipment, or rolling stock.
- 19 liability arising out of any activity involving prospecting, extraction or refining of liquid or gaseous fuel.
- 20 liability, in connection with YOUR farming and growing activities only, arising from:
- a) the production, supply or presence on YOUR premises of any genetically modified crop, where liability may be attributed directly or indirectly to the genetic characteristics of such crop;
  - b) the spread or threat of spread of genetically modified organism characteristics; and/or
  - c) any change to the environment arising from research into, testing of or production of genetically modified organisms.
- 21 liability in connection with communicable diseases based upon or arising from exposure to infected individuals or animals or contact with bodily fluids of infected individuals or animals.

## **Special Conditions**

### **Claims Requirement**

YOU will not incur any REMEDIATION COSTS without OUR written consent, except in the event of an imminent and substantial threat to human health or the environment.

### **Inspection and Audit**

WE will have the right but not the duty to inspect the INSURED PREMISES or COVERED OPERATION and to take samples therefrom. Such right and any resultant findings will not imply that such INSURED PREMISES or COVERED OPERATION are safe or in compliance with any law.

# Commercial Legal Expenses

## Definitions

### ACAS

Advisory Conciliation and Arbitration Service.

### COSTS AND EXPENSES

- a) All reasonable and necessary costs chargeable by the REPRESENTATIVE and agreed by DAS 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 DAS's agreement.

### COUNTRIES COVERED

- 1 For Legal Defence cover (excluding 5 - Statutory Notice Appeals) and Bodily Injury cover:  
The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- 2 For all other covers:  
The United Kingdom of Great Britain, Northern Ireland, the Isle of Man, and the Channel Islands.

### DAS

DAS Legal Expenses Insurance Company Limited which administers the independent claims handling service on OUR behalf.

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.

### DAS LAW

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority.

### DAS STANDARD TERMS OF APPOINTMENT

The terms and conditions (including the amount DAS will pay to a REPRESENTATIVE) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

### DATE OF OCCURRENCE

- 1 For civil cases (other than under Contract Disputes and Tax Protection), the date of occurrence is the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events (This is the date the event happened, which may be before the date YOU or an INSURED PERSON first became aware of it);
- 2 For criminal cases, the date of occurrence is when the INSURED PERSON commenced or is alleged to have commenced to violate the criminal law in question;
- 3 For Contract Disputes, the date of occurrence is when the INSURED PERSON could reasonably be expected to become aware of the breach of contract;
- 4 For TAX ENQUIRIES, the date of occurrence is when HM Revenue & Customs first notifies in writing the intention to make enquiries;
- 5 For EMPLOYER COMPLIANCE DISPUTES and VAT DISPUTES, the date of occurrence is when the HM Revenue & Customs sends YOU an assessment or written decision;
- 6 For Statutory Notice Appeals, the date when the INSURED PERSON is issued with the relevant notice and has the right to appeal;
- 7 For 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;
- 8 For Public Rights of Way, the date when YOU first became aware of the definitive map modification order made by a surveying authority.

#### 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 YOUR directors, partners, managers and EMPLOYEES.

#### PREFERRED LAW FIRM or TAX CONSULTANCY

A law firm, barristers' chambers or tax expert DAS chooses to provide legal services. These specialists are chosen as they have the proven expertise to deal with YOUR claim and must comply with DAS's agreed service standard levels, which DAS audits 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 obtain any other legal remedy that DAS has 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%. DAS, or a PREFERRED LAW FIRM or a TAX CONSULTANCY on their behalf, will assess what the prospects of success are;
- b) 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%.

#### REPRESENTATIVE

The PREFERRED LAW FIRM, law firm, TAX CONSULTANCY, accountant or other suitably qualified person DAS will appoint to act on the INSURED PERSON'S behalf.

#### 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 a check of YOUR whole tax return.

#### 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.



## The Cover

WE agree to provide the insurance described in this section for YOU (or where specified the INSURED PERSON) in respect of any insured incident arising in connection with the BUSINESS shown in YOUR 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;
- 3 any legal proceedings will be dealt with by a court, or other body which DAS agrees to, within the COUNTRIES COVERED, and
- 4 the insured incident happens within the COUNTRIES COVERED.

WE will pay:

- 1 a REPRESENTATIVE, on YOUR behalf, COSTS AND EXPENSES incurred following an insured incident, and any compensation awards that DAS has agreed to, 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 shown as the limit of indemnity on YOUR schedule;
  - b) in respect of an appeal or the defence of an appeal, YOU must tell DAS within the time limits allowed that YOU want to appeal. Before WE pay the COSTS AND EXPENSES for appeals, DAS must agree that REASONABLE PROSPECTS exist;
  - c) for an enforcement of judgment to recover money and interest due to YOU after a successful claim under this policy, DAS must agree that REASONABLE PROSPECTS exist;
  - d) 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;
  - e) in respect of Legal Defence Section 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;
  - f) the most WE will pay in any one PERIOD OF INSURANCE in respect of compensation awards under insured incident Compensation awards is £1,000,000.

## Covers

### Employment Disputes and Compensation Awards

Please refer to YOUR schedule to see if this is operative.

#### Employment Disputes

WE will pay COSTS AND EXPENSES to defend YOUR legal rights:

- 1 before the issue of legal proceedings in a court or tribunal following the dismissal of an EMPLOYEE;
- 2 in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- 3 in legal proceedings in respect of any dispute with:
  - a) a contract of employment with YOU; or
  - b) an alleged breach of the statutory rights of an EMPLOYEE, prospective EMPLOYEE or ex-EMPLOYEE under employment legislation.

WE will not pay for any claim relating to the following:

- 1 unless equivalent Legal Expenses insurance was continuously in force immediately prior to the inception of this section:
  - a) any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by this section;
  - 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 the indemnity provided by this section if the DATE OF OCCURRENCE was within the first 180 days of the indemnity provided by this section;
  - c) any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by this section;
  - d) damages for personal injury or loss of or damage to PROPERTY; and/or
  - e) Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

### **Compensation Awards**

WE will pay:

- 1 any basic and compensatory award; and/or
  - 2 an order for compensation following a breach of YOUR statutory duties under employment legislation;
- in respect of a claim DAS have accepted under Employment Disputes.

Provided that:

- 1 in cases relating to performance and/or conduct, YOU have throughout the employment dispute either:
  - a) followed the ACAS Code of Disciplinary and Grievance Procedures; or
  - b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - c) sought and followed advice from DAS LAW's legal advice service;
- 2 for an order of compensation following YOUR breach of statutory duty under employment legislation YOU have at all times sought and followed advice from DAS LAW's legal advice service since the date when YOU should have known about the employment dispute;
- 3 for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, YOU have sought and followed advice from DAS' Claims Department before starting any redundancy process or procedure with YOUR EMPLOYEES;
- 4 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 DAS.

Provided that the total of the compensation awards payable by US will not exceed £1,000,000 in any one PERIOD OF INSURANCE.

For provisos 1c), 2 and 3 above YOU can telephone DAS on 0117 934 0571.

WE will not pay for:

- 1 any compensation award relating to the following:
  - a) trade union activities, trade union membership or non-membership;
  - b) pregnancy or maternity rights, paternity, parental or adoption rights;
  - c) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996; and/or
  - d) statutory rights in relation to trustees of occupational pension schemes;
- 2 non-payment of money due under the relevant contract of employment or statutory provision;
- 3 any award ordered because YOU have failed to provide relevant records to EMPLOYEES under the National Minimum Wage laws; and/or
- 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.

### **Employee Civil Legal Defence**

WE will pay:

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 a trustee of a pension fund set up for the benefit of YOUR EMPLOYEES;

WE will only provide cover for an INSURED PERSON (other than YOU) at YOUR request.

### **Service Occupancy**

WE will pay:

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.

WE will not pay for:

- 1 any claim relating to defending YOUR legal rights other than defending a counter-claim.

## Legal Defence

Please refer to YOUR schedule to see if this is operative.

WE will pay COSTS AND EXPENSES to defend the INSURED PERSON's legal rights relating to the following:

- 1 Criminal pre-proceedings cover  
Prior to the issue of legal proceedings when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the INSURED PERSON has or may have committed a criminal offence.
- 2 Criminal prosecution defence  
Following an event which leads to the INSURED PERSON being prosecuted in a court of criminal jurisdiction.
- 3 Data Protection and Information Commissioner registration
  - i) if civil action is taken against the INSURED PERSON for compensation under data protection regulations. WE will also pay any compensation award made against the INSURED PERSON under data protection regulations
  - ii) in an appeal against the refusal of the Information Commissioner to register YOUR application for registration.
- 4 Wrongful arrest  
If civil action is taken against YOU for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the PERIOD OF INSURANCE.
- 5 Statutory Notice Appeals  
In an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting YOUR BUSINESS.
- 6 Jury service and court attendance  
An INSURED PERSON'S absence from work:
  - a) to perform jury service; or
  - b) to attend any court or tribunal at the request of the 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:

- 1 for claims relating to the Health and Safety at Work etc Act 1974, the COUNTRIES COVERED shall be any place where the Act applies;
- 2 prior to the DATE OF OCCURRENCE, YOU have registered with the Information Commissioner in respect of insured incident '3 Data Protection and Information Commissioner registration'; and
- 3 YOU request DAS to provide cover for the INSURED PERSON.

WE will not pay for:

- 1 any claim related to prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

This exclusion applies to sections 1 and 2 of the Legal Defence cover.

WE will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the BUSINESS shown in YOUR schedule.

Please see paragraph 1 of 'The Cover' at the beginning of the Commercial Legal Expenses section.

WE will not cover the cost of fines imposed by the Information Commissioner. Please see SPECIAL EXCLUSIONS 3 - Court awards and fines.

This exclusion applies to section 3 of the Legal Defence cover.

WE will not pay for any claim related to the following:

- 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; and/or
- 2 a Statutory Notice issued by an INSURED PERSON'S regulatory or governing body.

These exclusions 1 and 2 apply to section 5 of the Legal Defence cover.

### **Statutory Licence Appeal**

Please refer to YOUR schedule to see if this is operative.

WE will pay:

COSTS AND EXPENSES for 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.

WE will not pay for a claim relating to the following:

- 1 the original application or renewal application of a statutory licence, mandatory registration or British Standard Certificate of Registration; and/or
- 2 the ownership, driving or use of a motor vehicle.

### **Contract Disputes**

Please refer to YOUR schedule to see if this is operative.

WE will pay:

- 1 COSTS AND EXPENSES relating to 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, services or the lease, licence or tenancy of land or buildings.

Provided that:

- 1 the amount in dispute exceeds £500;
- 2 if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500; and
- 3 if the dispute relates to money owed to YOU, a claim under the section is made within 90 days of the money becoming due and payable.

WE will not pay for:

- 1 any EXCESS shown on YOUR schedule;
- 2 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, unless equivalent legal expenses insurance was in force immediately before.
- 3 any claim relating to:
  - a) the settlement payable under an insurance policy;
  - b) a loan, mortgage, pension, investment or borrowing; and/or
  - c) 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;
- 4 a dispute with an EMPLOYEE or ex-EMPLOYEE which arises out of, or relates to, a contract of employment with YOU;
- 5 a dispute arising from or relating to the renewal of a lease or tenancy agreement, or a rent review;
- 6 a dispute which arises out of the:
  - a) sale or provision of computer hardware, software, systems or services; or
  - b) purchase or hire of computer hardware, software, systems or services tailored by a supplier to YOUR own specification;
- 7 a dispute arising from a breach or alleged breach of professional duty by an INSURED PERSON; and/or
- 8 the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

## **Debt Recovery**

Please refer to YOUR schedule to see if this is operative.

WE will pay:

- 1 COSTS AND EXPENSES relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

- 1 the debt exceeds £200 (incl VAT);
- 2 YOU have exhausted all YOUR credit control procedures before YOU report the claim; and
- 3 DAS have the right to select the method of enforcement, or to forego enforcing judgment if DAS are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

WE will not pay for:

- 1 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, unless equivalent legal expenses insurance was in force immediately before.
- 2 WE will not pay any claim relating to the following:
  - 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/or
  - 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; and/or
- 5 any dispute which arises from debts YOU have purchased from a third party.

## **Property Protection**

Please refer to YOUR schedule to see if this is operative.

WE will pay:

COSTS AND EXPENSES relating to a civil dispute relating to PROPERTY which is owned by YOU, or is YOUR responsibility, following:

- 1 any event which causes physical damage to such 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.

WE will not pay for any claim relating to:

- 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 such PREMISES for the purpose of installations or use in work to be carried out by YOU;
- 4 mining subsidence;
- 5 defending YOUR legal rights other than in 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 engaged in the business of selling motor vehicles);
- 7 the enforcement of a covenant by or against YOU; and/or
- 8 the first £250 of any claim for legal nuisance or trespass. This is payable by YOU as soon as WE accept the claim.

## **Public Rights of Way**

Please refer to YOUR schedule to see if this is operative.

WE will pay:

COSTS AND EXPENSES when opposing a definitive map modification order made by a surveying authority under s.53 (2) Wildlife and Countryside Act 1981.

## **Bodily Injury**

Please refer to YOUR schedule to see if this is operative.

WE will pay:

- 1 at YOUR request, 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.

WE will not pay for any claim relating to:

- 1 any bodily injury which develops gradually;
- 2 psychological injury or mental illness unless the condition is caused by a specific or sudden accident; and/or
- 3 defending an INSURED PERSON'S or their family members' legal rights other than in defending a counter claim.

## **Tax Protection**

Please refer to YOUR schedule to see if this is operative.

WE will pay COSTS AND EXPENSES in respect of:

- 1 a TAX ENQUIRY
- 2 an EMPLOYER COMPLIANCE DISPUTE; and/or
- 3 a VAT DISPUTE

Provided that in respect of any Tax Protection cover, YOU have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.

WE will only cover tax claims which arise in direct connection with the activities of the BUSINESS shown in YOUR schedule. Please see paragraph 1 of 'The Cover' at the beginning of the Commercial Legal Expenses section.

WE will not pay for COSTS AND EXPENSES in respect of:

- 1 any claim arising from a tax avoidance scheme;
- 2 any claim caused by YOUR failure to register for Value Added Tax or Pay As You Earn;
- 3 any investigation or enquiries undertaken by HM Revenue & Customs Special Investigation Section or Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or the Revenue & Customs Prosecutions Office;
- 4 any claim arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences; and/or
- 5 any claim relating to import or excise duties and import VAT.

## Special Exclusions

WE will not pay:

### 1 Late reported claims

A claim where YOU have failed to notify DAS of the insured incident within a reasonable time of it happening and where this failure adversely affects the REASONABLE PROSPECTS of a claim or DAS considers OUR position has been prejudiced.

### 2 Costs DAS have not agreed

COSTS AND EXPENSES incurred before DAS's written acceptance of a claim.

If COSTS AND EXPENSES are incurred WE will not pay these unless DAS subsequently agree. Where DAS have agreed to pay such COSTS AND EXPENSES, WE will only pay those costs which have been reasonably incurred by the lawyer, accountant or other suitably qualified person YOU have appointed. Under the terms of this section, COSTS AND EXPENSES will be paid on the basis of the DAS STANDARD TERMS OF APPOINTMENT.

### 3 Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders YOU to pay, other than compensation awards under insured incidents EMPLOYMENT DISPUTES AND COMPENSATION AWARDS and LEGAL DEFENCE.

### 4 Legal action DAS has not agreed to

Any legal action YOU take that DAS or the REPRESENTATIVE have not agreed to, or where YOU do anything that hinders DAS or the REPRESENTATIVE.

### 5 Intellectual property rights

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

### 6 Deliberate acts

Any insured incident deliberately or intentionally caused by YOU.

### 7 Franchise or agency agreements

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

### 8 Defamation

Any claim relating to written or verbal remarks that damage YOUR reputation.

### 9 A dispute with US or DAS

A dispute with US or DAS, not otherwise dealt with under the Complaints section of YOUR policy.

### 10 Shareholding or partnership disputes

Any claim relating to a shareholding or partnership share in the BUSINESS shown in YOUR schedule.

### 11 Judicial review

COSTS AND EXPENSES arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

### 12 Claims under this section of the policy by a third party

Apart from US, YOU are the only person who may enforce all or any part of this cover of YOUR 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 this cover of YOUR policy in relation to any third-party rights or interest.

### 13 Litigant in person

Any claim where YOU are not represented by a PREFERRED LAW FIRM, law firm, barrister or tax expert.

## **14 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; or
- g) part or all of YOUR affairs or property are in the care or control of a receiver or administrator.

This Special Exclusion does not apply to the covers of EMPLOYMENT DISPUTES AND COMPENSATION AWARDS and LEGAL DEFENCE.

## **Special Conditions**

### **1 Your legal representation**

- a) On receiving a claim, if legal representation is necessary, DAS will appoint a PREFERRED LAW FIRM or in-house lawyer as the INSURED PERSON'S REPRESENTATIVE to deal with the claim. They will try to settle the INSURED PERSONS claim by negotiation without having to go to court. However the INSURED PERSON may choose a law firm to act as their REPRESENTATIVE;
- b) DAS will choose the REPRESENTATIVE to represent YOU in any proceedings where WE are liable to pay a compensation award.
- c) if an INSURED PERSON chooses a law firm as their REPRESENTATIVE who is not a PREFERRED LAW FIRM or DAS LAW, the law firm must agree to the DAS STANDARD TERMS OF APPOINTMENT; and
- d) the 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) The INSURED PERSON must co-operate fully with US and the REPRESENTATIVE; and
- b) the INSURED PERSON must give the REPRESENTATIVE any instructions that WE ask them to.

### **3 Offers to settle a claim**

- a) An INSURED PERSON must tell DAS if anyone offers to settle a claim. An INSURED PERSON must not negotiate or agree to a settlement without DAS's 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; and
- c) WE may decide to pay an INSURED PERSON the reasonable value of the claim, instead of starting or continuing legal action. In these circumstances the INSURED PERSON must allow DAS to take over and pursue or settle any claim in their name. The INSURED PERSON must also allow DAS to pursue at their own expense and for OUR own benefit, any claim for compensation against any other person and the INSURED PERSON must give DAS all the information and help that DAS need to do so.

### **4 Assessing and recovering costs**

- a) The INSURED PERSON must instruct the REPRESENTATIVE to have COSTS AND EXPENSES taxed, assessed or audited if DAS ask for this and
- b) the INSURED PERSON must take every step to recover COSTS AND EXPENSES and court attendance and jury service expenses that WE have to pay and must pay US any amounts that are recovered.

### **5 Cancelling a REPRESENTATIVE'S appointment**

If the REPRESENTATIVE refuses to continue acting for an INSURED PERSON with good reason, or if the INSURED PERSON dismisses the REPRESENTATIVE without good reason, the cover WE provide will end immediately, unless DAS agree to appoint another REPRESENTATIVE.

### **6 Withdrawing cover**

If an INSURED PERSON settles or withdraws a claim without DAS's agreement, or does not give suitable instructions to the REPRESENTATIVE, WE can withdraw cover and will be entitled to reclaim from the INSURED PERSON any COSTS AND EXPENSES WE have paid.



## **7 Expert opinion**

DAS may require the INSURED PERSON to get, at their own expense, an opinion from an expert that DAS considers appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by DAS and the cost agreed in writing between the INSURED PERSON and DAS. Subject to this, WE will pay the cost of getting the opinion if the expert's opinion indicates that REASONABLE PROSPECTS exist.

## **8 Arbitration**

If there is a disagreement between the INSURED PERSON and DAS 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](http://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 DAS. If there is a disagreement over the choice of arbitrator, WE will ask the Chartered Institute of Arbitrators to decide.

## **9 Keeping to the policy terms**

The 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 DAS ask for, in writing, and
- e) report to DAS full and factual details of any claim as soon as possible and give DAS any information they need.

## **10 Other insurances**

WE will not pay any claim that would have been covered by any other policy if this cover of YOUR policy did not exist.

## **11 Law that applies**

This cover of YOUR policy will be governed by English law.

All Acts of Parliament mentioned in this cover of YOUR policy include equivalent laws In Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

## Helping you with your legal problems services

If YOU wish to speak to the legal teams about a legal problem, please phone DAS on 0117 934 0571. DAS will ask YOU about YOUR legal issue and if necessary call back to give legal advice.

### **Making 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 DAS on 0117 934 0571 and they will give YOU a reference number. At this point DAS will not be able to tell YOU whether the claim is covered or not, but DAS will pass the information YOU have provided to their claims handling teams and explain what to do next.

Please do not ask for help from a lawyer, accountant or anyone else before DAS has agreed that YOU should do so. If YOU do, WE will not pay the costs involved even if DAS accepts the claim.

### **Helpline Services**

DAS provides these services 24 hours a day, 7 days a week during the PERIOD OF INSURANCE. To help DAS check and improve their service standards, all inbound and outbound calls, except those to the counselling service, are recorded. When phoning, please tell DAS that YOU are an NFU Mutual policyholder.

### **Eurolaw Commercial Legal Advice**

DAS will give YOU confidential legal advice over the phone on any commercial legal problem affecting YOUR BUSINESS, under the laws of the member countries 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.

DAS's 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, DAS will refer YOU to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

**Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back.**

### **Tax Advice Service**

DAS will give YOU confidential advice over the phone on any tax matters affecting YOUR BUSINESS, under the laws of the United Kingdom.

To contact the above services, phone DAS on 0117 934 0571 and state that YOU are an NFU Mutual policyholder.

### **Counselling**

DAS will provide all 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.**

To contact the counselling helpline, phone DAS on 0117 934 2121. These calls are not recorded.

DAS will not accept responsibility if the Helpline Services are unavailable for reasons DAS cannot control.

### **The Employment Manual**

The DAS Employment Manual offers comprehensive, up-to-date guidance on rapidly changing employment law. To view it, please visit the DAS website at [www.das.co.uk](http://www.das.co.uk) and select Employment Manual. All the sections of this web-based document can be printed off for YOUR own use. Contact DAS at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) with YOUR e-mail address, quoting YOUR policy number, and DAS will email to inform YOU of future updates to the information.

# Professional Expenses for Arbitration and Agricultural Land Tribunal Hearings

## Definitions

### ATTENDANCE EXPENSES

The salary or wages of YOU or YOUR EMPLOYEE for the time that they are off work to attend any court, arbitration or tribunal hearing, at the request of the REPRESENTATIVE or while attending jury service. WE will pay for each half or whole day that the court, tribunal or YOUR employer will not pay for.

The amount WE will pay is based on the following:

- 1 the time the INSURED PERSON is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- 2 if the INSURED PERSON works full time, the salary or wages for each whole day equals 1/250th of the INSURED PERSON'S yearly salary or wages; or
- 3 if the INSURED PERSON works part time, the salary or wages will be a proportion of the INSURED PERSON'S weekly salary or wages.

### COSTS AND EXPENSES

LEGAL COSTS and ATTENDANCE EXPENSES.

### DAS

DAS Legal Expenses Insurance Company Limited which administers the independent claims handling service on OUR behalf.

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.

### DATE OF OCCURRENCE

- 1 For arbitration on disputes under a contract of tenancy or lease regulated by the 1986 Agricultural Holdings Act or 1995 Agricultural Tenancies Act, the date of occurrence is the day upon which the arbitrator is appointed.
- 2 For disputes to be heard by an Agricultural Land Tribunal, the date of occurrence is when formal reference of the dispute is first made to the Agricultural Land Tribunal.

### LEGAL COSTS

- 1 All reasonable and necessary costs chargeable by the REPRESENTATIVE on a standard basis; and
- 2 the costs incurred by YOUR opponents in a dispute covered by this section if YOU have been ordered to pay them, or pay them with the agreement of DAS.

### RENT REVIEW NOTICE

The demand for arbitration in respect of rent served in accordance with section 12(1) of the 1986 Agricultural Holdings Act or section 10(1) of the 1995 Agricultural Tenancies Act, whichever is applicable.

### REPRESENTATIVE

The chartered surveyor or other suitably qualified person, who has been appointed to act for YOU in accordance with the terms of this section.

Any endorsements will be subject to the limits, conditions and exclusions detailed in this section and to the general definitions, conditions, exclusions and claims conditions of this policy unless otherwise stated.

## The Cover

WE will pay the COSTS AND EXPENSES incurred in representing YOU:

- 1 in arbitration proceedings for disputes under a contract of tenancy or lease regulated by the 1986 Agricultural Holdings Act or 1995 Agricultural Tenancies Act where, following the failure to reach agreement between YOU and the other party an arbitrator is appointed to determine the rent.

Provided that:

- a) this policy is operative prior to the service of the original rent review notice;
  - b) negotiations have taken place to resolve the dispute before arbitration takes place; and
  - c) all suggested settlements have been, in the opinion of DAS, properly assessed; or
- 2 for disputes that have been referred to an Agricultural Land Tribunal.

Provided that:

- 1 the DATE OF OCCURRENCE is during the PERIOD OF INSURANCE;
- 2 any proceedings are dealt with by arbitration or the Agricultural Land Tribunal, in accordance with provisions of the 1986 Agricultural Holdings Act or 1995 Agricultural Tenancies Act; and
- 3 in civil claims it is always more likely than not that YOU will recover damages (or obtain any other legal remedy which DAS have agreed to) or make a successful defence.

The most WE will pay for all claims resulting from any one dispute is the limit of indemnity shown on YOUR schedule.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions detailed in this section unless otherwise stated.

## **Exclusions**

WE will not pay:

- 1 for COSTS AND EXPENSES incurred before DAS' written acceptance of a claim unless DAS subsequently agree. Where WE have agreed to pay such COSTS AND EXPENSES, WE will only pay those costs which have been reasonably incurred by the lawyer, accountant or other suitably qualified person YOU have appointed. Under the terms of this section, COSTS AND EXPENSES will be paid on the basis of DAS' standard REPRESENTATIVE agreements.
- 2 for any claim resulting from a RENT REVIEW NOTICE served before this cover became operative.
- 3 for any claim where negotiations have not taken place before the appointment of an arbitrator.
- 4 for any claim where all suggested settlements during negotiations have not been properly assessed in the opinion of DAS.
- 5 for fines, penalties, compensation or damages which YOU are ordered to pay by a court, tribunal or other authority.
- 6 for a dispute with US or DAS not otherwise dealt with under Special Condition 7.
- 7 for an application for judicial review.
- 8 for legal action YOU take which DAS or the REPRESENTATIVE have not agreed to or where YOU do anything that hinders DAS or the REPRESENTATIVE.
- 9 when either at the commencement of or during the course of a claim, YOU are bankrupt or have filed a bankruptcy petition or winding-up petition, or have made an arrangement with YOUR creditors, or have entered into a deed or arrangement or are in liquidation or part or all of YOUR affairs or PROPERTY are in the care or control of a receiver or administrator.
- 10 for any increased rent awarded to YOUR landlord.

## **Special Conditions**

- 1 YOU are required to:
  - a) keep to the terms and conditions of this section;
  - b) notify US immediately of any alteration which may materially affect OUR assessment of the risk;
  - c) take reasonable steps to keep any amount WE have to pay as low as possible;

- d) try to prevent anything happening that may cause a claim;
  - e) send everything DAS ask for, in writing; and
  - f) give DAS full details of any claim as soon as possible and give DAS any information DAS need.
- 2
    - a) DAS can take over and conduct in YOUR name any claim, proceeding or investigation. DAS can negotiate any claim on YOUR behalf;
    - b) A REPRESENTATIVE will be appointed by DAS and DAS will have direct contact with the REPRESENTATIVE. However, YOU will be free to choose an alternative REPRESENTATIVE by sending DAS the suitably qualified person's name and address;
    - c) The REPRESENTATIVE is required to co-operate fully with DAS at all times and will represent YOU according to DAS' standard terms of appointment (which may include a 'no win, no fee' agreement);
    - d) YOU are required to co-operate fully with DAS and the REPRESENTATIVE and YOU are required to keep DAS up-to-date with the progress of the claim; and
    - e) YOU are required to give the REPRESENTATIVE any instructions that DAS require.
  - 3
    - a) YOU are required to tell DAS if anyone offers to settle a claim and must not agree to any settlement without the written consent of DAS;
    - b) If YOU do not accept a reasonable offer to settle a claim, WE may be instructed by DAS to refuse to pay further COSTS AND EXPENSES; and
    - c) WE may decide to pay YOU the amount of damages that YOU are claiming or is being claimed against YOU instead of starting or continuing legal proceedings.
  - 4
    - a) If DAS ask, YOU are required to tell the REPRESENTATIVE to have COSTS AND EXPENSES taxed, assessed or audited; and
    - b) YOU are required to take every step to recover COSTS AND EXPENSES that WE have to pay and YOU are required to pay US any COSTS AND EXPENSES that are recovered.
  - 5 If a REPRESENTATIVE refuses to continue acting for YOU with good reason or if YOU dismiss a REPRESENTATIVE without good reason, the cover WE provide will end at once, unless DAS agree to appoint another REPRESENTATIVE.
  - 6 If YOU settle a claim or withdraw YOUR claim without the agreement of DAS, or do not give suitable instructions to a REPRESENTATIVE, the cover WE provide will end at once and WE will be entitled to re-claim any COSTS AND EXPENSES paid by US.
  - 7 If there is a disagreement about the way DAS handle a claim and that disagreement is not resolved through DAS' internal complaints procedure, DAS and YOU can choose a suitably qualified person to arbitrate. DAS and YOU must both agree to the choice of this person in writing. If no such agreement is reached, DAS will ask the president of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter will be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
  - 8 DAS may at their discretion require YOU to obtain an opinion from counsel at YOUR expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or dispute, the cost of obtaining the opinion will be paid by US.
  - 9 This section will be governed by English law.
  - 10 All Acts of Parliament within this section will include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be and any subsequent amendment or replacement legislation.

## Complaints

DAS will always try to give YOU a quality service. If YOU think DAS have let YOU down, please follow the Complaints procedure as outlined on page 3. YOU have a right to ask DAS for a copy of the personal information they hold about YOU. Should YOU require this information, please write to the Group Data Controller at DAS<sup>TM</sup> Head Office address below.

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

# Group Personal Accident

## Definitions

### INSURED PERSON

A person or individual member of a group shown on YOUR schedule.

### LOSS OF LIMBS, SIGHT, SPEECH OR HEARING

Total and permanent loss:

- 1 or loss of use of one or more, hands or feet;
- 2 of sight in one or both eyes;
- 3 of speech; or
- 4 of hearing in both ears.

### PARTIAL DISABILITY

A disability which prevents an INSURED PERSON from performing most of their occupation described on YOUR schedule.

### TOTAL DISABILITY

A disability which totally prevents an INSURED PERSON from performing all of their occupation described on YOUR schedule.

If the INSURED PERSON is not in paid work it will mean a disability which totally prevents them from performing paid work of any kind.

## The Cover

WE will pay the benefit shown on YOUR schedule if, during the PERIOD OF INSURANCE, an INSURED PERSON suffers:

- 1 an ACCIDENT which, within 104 weeks of its occurrence, is the direct cause of:
  - a) death;
  - b) LOSS OF LIMBS, SIGHT, SPEECH OR HEARING;
  - c) permanent TOTAL DISABILITY;
  - d) temporary TOTAL DISABILITY;
  - e) temporary PARTIAL DISABILITY; or
- 2 an ILLNESS which, within 104 weeks of diagnosis by a doctor, is the sole and direct cause of temporary TOTAL DISABILITY.

## Cover Extensions

These cover extensions will apply where the loss arises during the PERIOD OF INSURANCE but only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

### Disappearance

WE will pay the death benefit if an INSURED PERSON has been missing for 90 days and WE have reason to believe that they have died due to an ACCIDENT. If the INSURED PERSON is found to be alive after WE have paid the benefit it must be refunded to US.

### Hospital Benefit

WE will pay £25 for each 24 hour period of treatment an INSURED PERSON receives as an in-patient in a hospital or nursing home as a result of an ACCIDENT or ILLNESS insured by this section.

The most WE will pay for any one loss for each INSURED PERSON is £1,000.

### **Loss of Fingers, Thumbs or Toes**

If YOUR schedule includes LOSS OF LIMBS, SIGHT, SPEECH OR HEARING WE will pay the following percentages of the benefit shown for loss by physical separation of at least one complete bone of a finger, thumb or toe or the total and permanent loss of use of a finger, thumb or toe:

- 1 A thumb 20%
- 2 A finger 10%
- 3 A big toe 10%
- 4 Any other toe 5%

WE will not pay more than 100% of the benefit shown for LOSS OF LIMBS, SIGHT, SPEECH or HEARING for claims directly or indirectly arising from or in connection with the same ACCIDENT.

### **Medical Treatment**

WE may, at OUR option, pay for medical treatment to help an INSURED PERSON recover from an ACCIDENT or ILLNESS insured by this section.

### **Private Tuition**

WE will pay the cost of private tuition if an INSURED PERSON is under 18 years of age and has been unable to attend their usual place of education as a result of an ACCIDENT insured by this section,

WE will not pay for costs:

- 1 incurred during the first seven days following the ACCIDENT; or
- 2 recoverable from an education establishment.

The most WE will pay for any one loss is £1,500.

### **Professional Counselling**

WE will, at OUR option, pay for professional counselling to help an INSURED PERSON recover from emotional stress resulting from an ACCIDENT or ILLNESS insured by this section.

The most WE will pay for any one loss is £1,000, but not more than £5,000 for all counselling arising from one incident.

### **Statement of Fitness for Work**

If WE pay benefit for temporary TOTAL DISABILITY and an INSURED PERSON returns to work on reduced hours on the advice of their doctor WE will pay the proportion of the benefit that equates to the proportion of their normal working hours for which they are unable to work provided that, in total, the maximum period for which WE will pay benefit for any one claim does not exceed the payment period shown on YOUR schedule.

### **Exclusions**

WE will not pay for:

- 1 ACCIDENT or ILLNESS consequent upon or contributed to by any pre-existing physical or mental defect or infirmity.
- 2 ACCIDENT or ILLNESS which appears before the start of this section or any subsequent renewal.
- 3 ILLNESS which appears within 21 days of the start of this section unless the INSURED PERSON can prove they had previous continuous insurance for ILLNESS.
- 4 ACCIDENT to or ILLNESS of an INSURED PERSON under 16 or over 65 years of age unless individually named on YOUR schedule.
- 5 ACCIDENT or ILLNESS resulting from:
  - a) pregnancy or childbirth;
  - b) suicide or deliberate self-injury;
  - c) alcohol or drugs;
  - d) failure to obtain or follow proper medical advice;
  - e) any HIV related condition;
  - f) an INSURED PERSON putting themselves in danger, other than in an attempt to save human life;

- g) flying or other aerial activities, other than as a fare-paying passenger in a hot air balloon or power-driven aircraft;
  - h) winter sports, other than sledging, curling or skating;
  - i) hunting on horseback;
  - j) racing, other than swimming, running or yachting;
  - k) mountaineering or rock climbing where ropes or guides are used, or are recommended to be used;
  - l) pot-holing or caving;
  - m) any bungee sport;
  - n) professional sport;
  - o) motor cycling as a driver or passenger, unless it is for agricultural purposes on YOUR own land;
  - p) yachting or boating, other than on inland waters or within three miles of the mainland;
  - q) diving using underwater breathing apparatus; and/or
  - r) unarmed combat, boxing or martial arts;
- unless shown on YOUR schedule as insured.

## **Special Condition**

### **Medical Evidence**

- 1 WE will pay for:
  - a) an INSURED PERSON to have a medical examination; or
  - b) a post mortem to be completed;
 if required by US.
- 2 YOU or YOUR personal legal representative will supply to US and pay for any:
  - a) certificate;
  - b) information; and/or
  - c) evidence;
 in the format WE require.

## **Settling Claims**

The most WE will pay for each benefit is the amount shown on YOUR schedule.

The maximum period for which WE will pay a benefit:

- 1 for temporary TOTAL DISABILITY or PARTIAL DISABILITY or a combination of them, following an ACCIDENT; or
  - 2 for any one ILLNESS;
- is the payment period shown on YOUR schedule.

WE will not pay any benefit for the deferment period shown on YOUR schedule.

WE will only pay under one of the benefits for death, LOSS OF LIMBS, SIGHT, SPEECH OR HEARING or permanent TOTAL DISABILITY for any one claim and such payment will end cover for that INSURED PERSON.

If WE pay benefit for death, LOSS OF LIMBS, SIGHT, SPEECH OR HEARING or permanent TOTAL DISABILITY, WE will cease to pay temporary TOTAL DISABILITY or PARTIAL DISABILITY benefits for the same ACCIDENT.

WE will settle claims for temporary TOTAL DISABILITY or PARTIAL DISABILITY or ILLNESS by making payment every four weeks. Unless WE agree otherwise, YOU will receive YOUR first benefit payment four weeks after WE accept YOUR claim.

If the benefits payable under this section are based upon wages WE will use a suitable index to increase the declared waggeroll each year.



# Charitable Assignment Condition

This condition forms part of the terms on which YOUR policy is issued. Words printed in capitals in this condition are explained in paragraph 4 below.

- 1 Unless paragraph 3 applies, YOU agree with US and the CHARITY that YOU will transfer to the CHARITY the right to any WINDFALL which YOU would otherwise be entitled to receive in respect of the policy and any renewal or reissue of it.
- 2 To ensure that the agreement YOU have entered into in paragraph 1 can be effectively carried out:
  - (a) YOU authorise US to transfer any WINDFALL direct to the CHARITY;
  - (b) YOU agree to sign any documents and to do anything else which may be needed to transfer any WINDFALL, and YOUR right to receive the WINDFALL, to the CHARITY;
  - (c) YOU appoint US and any of OUR officers and (as a separate appointment) the CHARITY and any of its officers to be YOUR agent to take any of the steps mentioned in (b) above on YOUR behalf;
  - (d) YOU authorise US to provide the CHARITY with any information it reasonably requires about YOU and any policy YOU hold with US, and YOU consent to US and the CHARITY holding and processing such information for this purpose;
  - (e) YOU cannot revoke the authority contained in (a) or (d) above, or the appointment contained in (c) above.
- 3 Paragraph 1 shall not apply in respect of any WINDFALL which arises from a BUSINESS TRANSFER to any company or other body corporate which is at the time of such transfer OUR subsidiary, in circumstances where such transfer is not in any way related to a DEMUTUALISATION or to any sale or other disposal (or proposed sale or other disposal) of such subsidiary.
- 4 In this condition:
  - (a) the "CHARITY" is the NFU Mutual Charitable Trust or, if it ceases to exist, any other charity which becomes entitled to the benefit of the agreement YOU have entered into in paragraph 1;
  - (b) "BUSINESS TRANSFER" means a transfer of part or all of OUR business to any other person, firm or company;
  - (c) "DEMUTUALISATION" means a change (or proposed change) in OUR constitution or corporate status (whether or not involving or associated with a BUSINESS TRANSFER) which has the effect that WE cease to be a MUTUAL ORGANISATION;
  - (d) "MUTUAL ORGANISATION" means a company or other body whose constitution limits membership and voting rights wholly or mainly to persons purchasing goods or services from it or otherwise trading with it;
  - (e) "WE", "US" and "OUR" refer to The National Farmers Union Mutual Insurance Society Limited and any company or other organisation which becomes entitled to all or part of its business;
  - (f) a "WINDFALL" means any benefit to which YOU become entitled as one of OUR members on or in connection with any future BUSINESS TRANSFER or DEMUTUALISATION;
  - (g) "YOU" and "YOUR" refer to the policyholder.





# Version 8.3