



Policy Document  
**Farm Combined**



# Free Business Advice Service

**Available 24 hours each day, 7 days every week, all year round.**

These free helplines service are provided which You may use while Your Policy is in force to discuss business problems in the following categories:

## Business Legal Advice Helpline

**0845 300 6168**

Unlimited access to a team of solicitors and other legal experts for 24-hour confidential legal advice and guidance on any commercial legal problem such as:

- employment
- prosecution
- landlord and tenant disputes
- VAT
- contract disputes

Please note that advice on motoring matters is not available.

Legal Advice can only be offered in respect of matters subject to the laws of and within the jurisdiction of courts or tribunals of:

- England, Scotland, Wales and Northern Ireland
- the Channel Islands and the Isle of Man
- any other member country of the European Union
- Switzerland and Norway

**This helpline is provided on our behalf by DAS Legal Expenses Insurance Company Limited**

## Business Emergency Assistance Helpline

**0845 300 6168**

Assistance in the event of an emergency affecting Your business such as:

- burst pipes or blocked drains causing flooding
- complete failure of the gas or electricity supply
- serious damage to the roof
- escape of water or oil from the central heating system

In the event of emergency assistance being required a reputable local contractor will be contacted but You must pay any call-out charges. One telephone call will bring assistance usually within 2 hours.

As the helpline is available 24-hours a day and seven days a week You may call at any time.

Please ensure Your Policy Number is available when telephoning as this will be requested – this appears on Your Schedule.

**This helpline is provided on our behalf by DAS Legal Expenses Insurance Company Limited**

## Emergency Glazing & Security Assistance Helpline

**0845 300 6173**

Our glass replacement service provides an efficient replacement service for fixed internal and external glass 24 hours a day throughout the year. In addition replacement locks or emergency security measures are also available.

Provided that the damage is covered by Your Policy the cost will be settled by Us directly with Our service providers. If however the Policy requires payment of the first amount of any claim or if You are V.A.T. registered Our service provider will invoice You direct for this amount.

**Note: Using any other repairer will not affect Your right to claim.**

**This helpline is provided on our behalf by Homeserve Membership Limited**

Page

## What is in this Booklet

3	General Definitions
4	General Conditions
6	Claims Conditions
8	General Exclusions
	Sections of the Policy
11	Farm Material Damage
18	Business Interruption
26	Livestock
39	Employers Liability, Public Liability & Products Liability
49	Business Money
50	Personal Accident (Assault)
51	Personal Accident & Sickness
53	Farm Property in Transit
55	All Risks on Machinery and/or Apparatus
57	Deterioration of Frozen and/or Refrigerated Food
60	Engineering Damage to Machinery & Plant
65	Commercial Legal Protection
72	Uncollected Milk
73	Farm Home
75	A – Buildings
80	B – Contents
84	C – Liabilities
86	D – Personal Possessions
87	E – Family Legal Protection
91	F – Caravan
94	Important Information

# Farm*Web* Combined Insurance for the Farmer

NIG policies are underwritten by U K Insurance Limited. This Policy is subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which You shall pay and We agree to accept the premium. The statement of fact or proposal, this policy booklet and any information supplied by You shall be incorporated in the contract.

**Please note:** This booklet provides details of all available covers. Only those Sections and Items specified in the Schedule attached to this Policy are operative.

Please read the Policy and Schedule to ensure that the cover provided matches your requirements.

# General Definitions

Certain words and expressions in this Policy are defined to have a particular meaning. These have the same meaning wherever they appear in the Policy. Other Definitions have meanings particular to the Sections, Endorsements and/or Extensions in which they appear, and are defined within at the beginning of those Sections, Endorsements and/or Extensions.

All Definitions start in the Policy with a capital letter wherever they appear to help you identify them.

## Average

Whenever an Item is declared to be subject to Average if the property covered thereby at the commencement of any Damage hereby insured against shall be collectively of greater value than its Sum Insured then the Insured shall be considered as his own insurer for the difference and shall bear a rateable share of the loss accordingly.

## Business Hours

The usual working hours (including overtime) during which the Insured or any Employee(s) of the Insured are on the Premises for the purposes of the Business.

## The Business

The Business as shown in the Schedule including directly connected activities, and Ancillary Activities.

## Ancillary Activities

Ownership use repair maintenance and decoration of premises occupied by the Insured and repair or maintenance of vehicles or plant owned and used by the Insured

## The Company/We/Us/Our

U K Insurance Limited trading as NIG and/or such other authorised Insurer as U K Insurance Limited may contract to underwrite any part of this Policy.

## Damage

Loss destruction or damage.

## Employee

Any person while working for the Insured in connection with the Business who is:

- a** under a contract of service or apprenticeship with the Insured
- b** a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by the Insured
- c** a labour master or person supplied by him
- d** a person engaged by a labour only sub-contractor

- e** a self-employed person performing work under a similar degree of control and direction by the Insured as a person under a contract of service or apprenticeship with the Insured
- f** a driver or operator of hired-in plant
- g** a trainee or person undergoing work experience
- h** a voluntary helper.

## Index-Linking

Whenever a sum insured is declared to be subject to Index-Linking it is adjusted at monthly intervals as follows:

- a** in respect of Buildings and Tenants Improvements - in accordance with the percentage change in the General Building Cost Information Service
- b** in respect of Plant Machinery and Trade Fixtures and Home Contents - in accordance with the Durable Goods Section of the Retail Price Index
- c** in respect of Stock in Trade, Gross Revenue, Gross Rentals and Outstanding Debit Balances - in accordance with the Producer Price Index
- d** in respect of Home Buildings – in accordance with the Rebuilding Cost Index prepared by the Association of British Insurers

At each renewal the premium will be adjusted to apply to the sum insured which then pertains and the Company waives all rights to additional premium arising out of such index adjustments prior to renewal. The Company reserves the right to use alternative suitable indices to those mentioned at any time without prior notice if either index becomes unavailable or inappropriate.

## The Insured/You/Your

The person persons or Limited or Public Limited Company named in the Schedule.

## The Premises

Any premises within the United Kingdom (which means Great Britain and Northern Ireland), the Channel Islands and the Isle of Man owned used or occupied by the Insured for the purposes of the Business except in respect of buildings which are at the Premises as stated in the Schedule.

## Period of Insurance

From the Effective Date in the Schedule until midnight on the Expiry Date stated in the Schedule.

## Livestock

Animals belonging to or within the care custody or control of the Insured pertaining to The Business.

# General Conditions

## 1 The Policy Document

This Policy and the Sections referred to in the Schedule shall be read together as one contract. Any word or expression to which a particular meaning has been given in the General Definitions in this Policy or in the Definitions within the Sections of this Policy shall have that meaning wherever it appears in the Policy or Section respectively.

## 2 Misrepresentation

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

## 3 Reasonable Precautions

The Insured and any other person indemnified must take all reasonable steps to prevent accident incident injury and Damage and to safeguard any property insured and maintain such property in a good state of repair. The ways works machinery plant vehicles premises and appliances must similarly be maintained in good order and state of repair. The Insured must also take all reasonable action to comply with any relevant statutory requirements regulations or legislation imposed by any authority.

At the commencement of this insurance all Livestock should be in perfect health and free from injury and all due care and precautions should be taken at all times to safeguard against accident illness or disease.

The Company shall be allowed access at reasonable times to examine any property.

## 4 Change of Risk or Interest

This Policy shall be avoided if:

- a the Insured's interest ceases other than by death, or
- b the Business be wound up or carried on by a liquidator or receiver or permanently discontinued, or
- c any alteration be made either in the Business or in the Premises or in any property therein or in any other circumstances whereby the risk is increased

at any time after the commencement of this insurance unless its continuance be admitted by memorandum signed by or on behalf of the Company.

Nothing contained in this Policy shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company.

## 5 Adjustment of Premium

If any part of the premium or renewal premium is based on estimates provided by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each Period of Insurance provide such information as the Company may require. The premium shall then be adjusted and the difference paid by or allowed to the Insured. Should the Insured fail to supply the information required then the Company shall be entitled to charge a reasonable additional premium.

## 6 Cancellation

### 1 Cancellation Rights of the Insured

- a This Policy may be cancelled by the Insured within 14 days of receipt of the Policy (This is known as the "cooling off" period). If the Insured elects to cancel within this period they should return all documents to their Broker, Intermediary or Agent and the Company will pay a refund of Premium for the full amount paid to the Insured. If a claim has been made or an incident advised that could give rise to a claim during the "cooling off" period the Policy will be treated by the Company as in force and no refund of Premium will be made.
- b If the Insured elects to cancel the Policy after the "cooling off" period has expired but still during any Period of Insurance they must give 14 days notice in writing to their Broker, Intermediary or Agent. The insured will be entitled to a proportionate refund of Premium, based on the number of days remaining in the Policy period, unless a claim has been made (or an incident advised that could give rise to a claim) during the Period of Insurance when no refund of Premium for the Period of Insurance will be made.
- c Where the Insured pays by Instalments any amount of Premium returned under this condition will be reduced by any unpaid Premiums or instalments due at the time of cancellation.

## 2 Cancellation Rights of the Company

- a The Company may cancel this Policy (or any Section of it) at any time and in any Period of Insurance by giving a minimum of 14 days notice to the Insured in writing at their last known address.
- b The Insured will be entitled to a proportionate refund of Premium, based on the number of days remaining in the Policy period, unless a claim has been made (or an incident advised that could give rise to a claim) during the Period of Insurance when no refund of Premium will be made.
- c Where the Insured pays by Instalments any amount of Premium refunded under this condition will be reduced by any unpaid Premiums or instalments due at the time of cancellation.

In relation to cancellation in any of the circumstances outlined above the Insured shall immediately return to the Company any effective Employers Liability Certificate(s) of Insurance.

## 7 Instalments

Where the premium under this Policy is payable by instalments it is a condition precedent to the Company's liability that each instalment shall be paid when due otherwise all benefit under the Policy shall be forfeited and the Policy shall be cancelled from the date when any unpaid instalment was due and the Insured shall surrender forthwith to the Company any effective Certificate(s) of Insurance.

## 8 Choice of Law

Under European Law, You and We may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise.

## 9 Contracts (Rights of Third Parties) Act 1999

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.



# Claims Conditions

## 1 Action by The Insured

The Insured shall on the happening of any incident which could result in a claim under this Policy:

- a** immediately notify and send written confirmation to the Company
- b** give immediate notification to the police in respect of
  - i** vandalism
  - ii** theft or any attempt thereat
  - iii** loss of money by any cause whatsoever
- c** make no admission of liability or offer promise or payment without the Company's written consent
- d** inform the Company immediately of any impending prosecution inquest or fatal accident enquiry or civil proceedings and send to the Company immediately every relevant document
- e** take all reasonable action to minimise or check any interruption or interference with the Business
- f** produce to the Company such books of account or other business books or documents or such other proofs as may reasonably be required by the Company for investigating or verifying the claim
- g** in respect of Damage to the property insured deliver to the Company at the Insured's own expense a claim in writing with such detailed particulars and proofs as may reasonably be required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith within:
  - i** 7 days of the event in the case of Damage caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons
  - ii** 30 days of the expiry of the Indemnity Period in respect of business interruption claims
  - iii** 30 days of the event in the case of any other claim or such further time as the Company may allow
- b** at its discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other persons in respect of any event insured by this Policy and the Insured shall give all information and assistance required
- c** to any property for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances of such property as may be reasonably required but the Insured shall not be entitled to abandon any property to the Company
- d** in the event of any Occurrence resulting in any claim(s) under Sections 4, 5 and 6 to pay to the Insured the amount of the Indemnity Limit for such Occurrence (less any sums already paid as damages in respect of such Occurrence and in respect of Section 4 less costs and expenses incurred before the date of payment) or any lesser amount for which the claim(s) can be settled after which the Company shall have no further responsibility in connection with such claim(s) except in respect of Sections 5 and 6 for costs and expenses incurred before the date of payment.

## 2 The Rights of the Company

The Company shall be entitled:

- a** on the happening of any Damage in respect of which a claim is made and without thereby incurring any liability or diminishing any of the Company's rights under this Policy to enter take or keep possession of the Premises where such Damage has occurred and to take possession of or require to be delivered to the Company any property insured and deal with such property for all reasonable purposes and in a reasonable manner

## 3 Fraudulent Claims

All benefit under this Policy shall be forfeited in the event of any claim being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on behalf of the Insured to obtain benefit.

## 4 Warranties

Every warranty to which this Policy or any Section or Item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Policy. Non-compliance with any such warranty insofar as it increases the risk of Damage shall be a bar to any claim in respect of such Damage provided that whenever this Policy is renewed a claim in respect of Damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.

## 5 Subrogation

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



## 6 Other Insurances

If at the time of any Occurrence (as defined in Sections 4, 5 and 6 of this Policy) incident or Damage which gives rise to a claim there be any other insurance effected by or on behalf of the Insured applicable to such event the liability of the Company shall be limited to its rateable proportion thereof.

If any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy whether in whole or in part or from contributing rateably then the liability of the Company hereunder shall be limited to any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

## 7 Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions regarding arbitration in force at the time. Where any difference is so referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.

# General Exclusions

## This Policy does not cover:

### 1 War, Government Action and Terrorism

- a Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:
  - i War, Government Action or Terrorism (except to the extent stated in the Farm Home Provision - Terrorism)
  - ii civil commotion in Northern Ireland
- b legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from War Government Action or Terrorism except to the extent stated in the Liability Provisions

For the purpose of this Exclusion and its Farm Home Provision and Liability Provisions:

War shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, or military or usurped power.

Government Action shall mean martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to War.

Terrorism shall mean acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

In any action suit or other proceedings where the Company alleges that by reason of this Exclusion as far as it relates to Terrorism any Damage or resulting loss or expense or consequential loss is not covered by this insurance the burden of proving that such Damage loss expense or consequential loss is covered shall be upon the Insured.

#### Farm Home Provision - Terrorism

Subject otherwise to the terms, definitions, exclusions, exceptions, provisions and conditions of the Policy this insurance includes Damage by any insured Cause to the property insured under the Farm Home Section of this Policy (other than property not insured in the name of a private individual) occasioned by or happening through or in consequence of Terrorism as defined above other than such Damage directly or indirectly caused by or contributed to by or arising from:

- 1 any chemical biological or bio-chemical weapon
- 2 the use or threat of use of any nuclear device or radioactive substance.

### Liability Provisions

Subject otherwise to the terms, definitions, exclusions, exceptions, provisions and conditions of this Policy

- 1 the Company will indemnify the Insured
  - i under the Employers' Liability Section
  - ii under Liabilities Contingency C of the Farm Home Section

provided that in respect of any one Occurrence or series of Occurrences arising out of any one original cause the Company's liability in respect of all legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism shall not exceed £5,000,000

- 2 the company will indemnify the Insured against legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism:
  - i under the Public Liability and Products Liability Sections
  - ii under Liabilities Contingencies A,B and D of the Farm Home Section

provided that the Company's liability for all damages (including interest thereon) shall not exceed:

- a (other than under the Products Liability Section) in respect of any one Occurrence or series of Occurrences arising out of any one event £2,000,000 or the amount of the Indemnity Limit stated in the Schedule for the Public Liability Section whichever is the lower
- b under the Products Liability Section in respect of all Occurrences during any one Period of Insurance £2,000,000 or the amount of the Indemnity Limit stated in the Schedule for that Section whichever is the lower
- c in respect of all Pollution or Contamination consequent upon Terrorism and which is deemed to have occurred during any one Period of Insurance £2,000,000 in the aggregate or the amount of the Indemnity Limit stated in the Schedule for the Public Liability Section whichever is the lower.

### 2 Sonic Bangs

Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

### 3 Radioactive Contamination

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

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

NOTE: As far as concerns Bodily Injury caused to any Employee of The Insured if such Bodily Injury arises out of and in the course of employment or engagement of such person by The Insured this Exclusion shall apply only in respect of:

- i the liability of any Principal
- ii liability assumed by The Insured under agreement and which would not have attached in the absence of such agreement

### 4 Pollution or Contamination

Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by

- a pollution or contamination which itself results from a Defined Peril
- b a Defined Peril which itself results from pollution or contamination

This Exclusion shall not apply to Section 4 – Employers' Liability, Section 5 – Public Liability and Section 6 – Products Liability

#### NOTE: Defined Perils

The Defined Perils are:

fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, subterranean fire, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, storm, flood, escape of water or oil from any tank apparatus or pipe, sprinkler leakage, theft, impact by any vehicle or animal or falling trees

### 5 Date Recognition

Damage accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software whether the property of The Insured or not and whether occurring before during or after the year 2000:

- a correctly to recognise any date as its true calendar date
- b to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or to correctly process such data on or after any date

In respect of Section 1 – Material Damage, Section 2 – Business Interruption, Section 7 – Loss of Business Money and Section 11 – All Risks on Machinery and Apparatus this Exclusion shall not exclude subsequent Damage not otherwise excluded which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, theft or impact by any vehicle or animal

NOTE: General Exclusion 5 shall not apply to Section 4 – Employers Liability

### 6 Date Recognition Computer Equipment

The expected cost which would have been incurred in modifying any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software so as to be able correctly to recognise save retain manipulate interpret or process any date after December 31 st 1999 where such computer or other property is unable to do so at the time of any Damage insured by this Policy

## 7 Marine Policies

Damage to property which at the time of the happening of the Damage is insured by or would but for the existence of this Policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this Policy not been effected.

## 8 Computer Virus and Hacking (not applicable to Employers' Liability, Public Liability, Products Liability and Farm Home Liabilities)

- a Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such Damage is caused by Virus or Similar Mechanism or Hacking
- b financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking

but this shall not exclude Damage or financial loss which is not otherwise excluded from this Policy and which results from fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, the acts of malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence), storm, flood, escape of water or oil from any tank apparatus or pipe, sprinkler leakage or impact by any vehicle or animal.

For the purpose of this Exclusion -

Virus or Similar Mechanism shall mean program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data, whether the property of the Insured or not.

# Section 1 | Farm Material Damage

In the event of any of the property insured suffering Damage at the Premises by any of the Perils insured the Company will subject to the provisions of the insurance pay to the Insured the value of the property or the amount of the Damage at the time of such Damage or at its own option reinstate or replace such property.

Provided that the liability of the Company in any one Period of Insurance shall in no case exceed the total sum insured or in respect of any item its sum insured or any other stated limit of liability.

## Definitions

### The Buildings

- a** structures on the site of the Premises used for agricultural purposes
- b** landlords fixtures and fittings in and on the structures
- c** internal and external fixed glass, sanitary ware and signs
- d** central heating systems
- e** small outside buildings, extensions, annexes and gangways
- f** concrete paved or asphalt forecourts, yards, terraces, drives and footpaths
- g** walls, gates and fences attached to and belonging to the buildings
- h** interior decorations

excluding glasshouses, greenhouses, polythene tunnels (and similar temporary structures) and poultry buildings unless specified in the Schedule.

### Tenants' Improvements

Structural fixtures and fittings the property of the Insured as occupier of the Premises.

### Stock in Trade

Agricultural produce (including growing crops) and consumables, excluding Livestock.

### Plant Machinery and Trade Fixtures

- a** machinery plant fixtures fittings and other equipment used for agricultural purposes
- b** all office equipment and other contents unless more specifically insured
- c** money and stamps (excluding Damage by theft or any attempt thereat) not exceeding £2,500 in total
- d** patterns models moulds plans and designs
- e** documents manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the Insured of the information contained therein

- f** computer systems records for an amount not exceeding £25,000 in total but only for the value of the materials together with reproduction costs including the cost of gathering information but excluding the value to the Insured of the information
- g** directors', partners', visitors' and Employees' personal effects in so far they are not otherwise insured including clothing pedal cycles tools instruments and the like for an amount not exceeding £500 per person but any cover granted under this insurance for Damage by theft shall not apply to personal effects partly or wholly of precious metal jewellery watches furs contact lenses portable electronic entertainment equipment mobile telephones cameras money and securities of any description
- h** wines, spirits, cigarettes and tobacco held for entertainment purposes for an amount not exceeding £250 in total in respect of Damage by theft or any attempt thereat (if insured)
- i** to the extent that they are not otherwise insured motor vehicles motor chassis and their contents

all the property of the Insured or held by them in trust for which they are responsible but excluding fences hedges and gates and any property which is more specifically insured.

### Rent

The money paid or payable to the Insured in respect of accommodation and services provided at the Premises.

### The Perils

- 1 a Fire** but excluding Damage caused by:
  - i** explosion resulting from fire
  - ii** earthquake or subterranean fire
  - iii a** its own spontaneous fermentation or heating, or
  - b** its undergoing any process involving the application of heat other than grain drying
- b Lightning.**
- 2 Explosion:**
  - a** of boilers or of gas used for domestic purposes only but excluding Damage caused by earthquake or subterranean fire
  - b** otherwise but excluding Damage caused by or consisting of the bursting by steam pressure of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured.

- 3 Aircraft** and/or other aerial devices and/or articles dropped therefrom.
- 4 Earthquake, Subterranean Fire.**
- 5 Spontaneous fermentation**, heating or combustion.
- 6 Riot, civil commotion**, strikers, locked out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation,  
excluding Damage resulting from cessation of work or due to confiscation, requisition or destruction by order of the government or any public authority.
- 7 Malicious Persons** or vandals not acting on behalf of or in connection with any political organisation excluding Damage:
- a** resulting from cessation of work or due to confiscation requisition or destruction by order of the government or any public authority
  - b** caused by Theft
  - c** when the Premises are left vacant or become disused.
- 8 Theft** or any attempt thereat (including Damage to buildings for which the Insured is responsible) excluding Damage:
- i** in respect of jewellery, precious metals/stones or articles composed from them, bullion or furs except where specifically mentioned on the Schedule as being insured
  - ii** where the Insured or any Employee is concerned as principal or accessory
  - iii** to livestock
  - iv** to glass
  - v** which is due to unexplained shortage and/or disappearance
  - vi** due to fraud, trick, deception or false pretences
- 9 Storm, Tempest** excluding Damage
- a** caused by the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam
  - b** caused by inundation from the sea whether resulting from storm or otherwise
  - c** caused by frost, subsidence, ground heave or landslip
  - d** attributable solely to change in the water table level
  - e** to boundary walls, fences, gates, hedges and movable property in the open
  - f** to growing crops in the open or under frames and cloches
  - g** to buildings not maintained in a good state of repair.
- 10 Flood** excluding Damage:
- a** caused by Storm or Tempest
  - b** caused by escape of water from any tank apparatus or pipe
  - c** caused by frost subsidence ground heave or landslip
  - d** attributable solely to change in the water table level
  - e** to boundary walls fences gates hedges and movable property in the open
  - f** to growing crops in the open or under frames and cloches
  - g** to buildings not maintained in a good state of repair.
- 11 Escape of Water** from any tank apparatus or pipe excluding Damage
- a** caused by water discharged or leaking from any automatic sprinkler installations
  - b** when the Premises are left vacant or become disused.
- 12 Escape of Oil** from any fixed oil fired heating installation.
- 13 Impact** by:
- a** collapse or breakage of television or radio receiving aerials or satellite dishes
  - b** vehicles or animals not belonging to or under the control of the Insured or any member of his family or any Employee.
- 14 Impact** by any cause excluding Damage to any animal caused by Impact by any animal belonging to or under the control of the Insured or any member of his family or any Employee
- 15 Falling Trees**, telegraph poles, lamp posts, pylons or turbines excluding Damage caused by lopping, pruning or felling.
- 16 Hailstorm** prior to harvesting excluding Damage by wind water or other causes.
- 18 Accidental Discharge or Leakage of Automatic Sprinkler Installations** excluding Damage occasioned by or attributable to:
- a** heat caused by fire
  - b** freezing when the Premises are left vacant or become disused
  - c** repairs, alterations or extensions to the Buildings and/or sprinkler installations
  - d** defects in construction or condition of which the Insured is aware.



## Extensions

The Insurance provided by this Section is extended to include the following:

### A Professional Fees

The insurance by each item on Buildings Tenants' Improvements and Plant Machinery and Trade Fixtures includes an amount for architects' surveyors' consulting engineers' and legal fees necessarily and reasonably incurred in the reinstatement or repair of the property consequent on its Damage but not for preparing any claim. The total amount payable under this Extension and the Section for any item will not exceed its sum insured

### B Underground Services

Accidental Damage for which the Insured is legally liable to underground pipes, cables, drains (and their relevant inspection covers) supplying services to and carrying waste from the Premises to the point of junction with public supply lines, mains and sewers

### C Clearing of Drains

The insurance in respect of Buildings extends to cover expenses necessarily and reasonably incurred in cleaning clearing and/or repairing drains gutters sewers and the like in consequence of Damage by any of the Perils insured against at the Premises provided that the Company's liability for any one claim for such Damage is limited to £10,000

### D Other Interests

Interests of third parties which the Insured is required to include herein under the terms of any mortgage property lease or hiring leasing or hire purchase agreement are automatically deemed to be held covered hereunder subject to notification by the Insured to the Company as soon as is reasonably practicable

### E Non-Invalidation

This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased unknown to or beyond the control of the Insured provided that the Insured immediately they become aware thereof shall give notice to the Company and pay an additional premium if required

### F Contracting Purchaser's Interest

If at the time of Damage the Insured shall have contracted to sell his interest in any Building insured and the purchase is subsequently completed the purchaser on completion of the purchase shall be entitled to benefit under this Policy in respect of such Damage (if and so far as the property is not otherwise insured against such Damage by him or on his behalf) without prejudice to the rights and liabilities of the Insured or the Company until completion

### G Mortgagees etc.

The act or neglect of any mortgagor leaseholder lessee or occupier of any building hereby insured whereby the risk of Damage is increased without the knowledge of any mortgagee freeholder or lessor shall not prejudice the interest of the latter parties in this insurance provided they shall notify the Company immediately on becoming aware of such increased risk and pay additional premium if required.

### H Subrogation Waiver

In the event of a claim arising under this Section the Company agrees to waive any rights remedies or relief to which it might become entitled by subrogation against:

- a any company which is the parent or subsidiary of the Insured or
- b any company which is a subsidiary of a parent of the Insured

in each case within the meaning of the Companies Act 2006 or Companies (Northern Ireland) Order as applicable at the time the Damage occurs.

- c any tenant provided that
  - i the tenant contributes to the cost of insuring the property insured against the event which caused the Damage
  - ii the Damage did not result from
    - 1 a breach of the terms of the lease by the tenant or lessee
    - 2 a criminal fraudulent wilful or malicious act of the tenant

Subrogation rights are not waived in respect of Damage cause by Terrorism.

## I Capital Additions

The insurance by this Section on Buildings, Tenants' Improvements and Plant Machinery and Trade Fixtures extends to cover:

- a** any such property newly acquired and/or newly erected anywhere in Great Britain, the Channel Islands or the Isle of Man in so far as the same is not otherwise insured
- b** alterations additions and improvements to such property but not appreciation in value.

Provided that:

- i** at any one situation the limit of the Company's liability shall be 15% of the total sum insured hereby on such property
- ii** the Insured undertakes to advise such additional insurance as soon as practicable and to pay the additional premium required from its inception date
- iii** the provisions of this Clause shall be fully reinstated following advice of such additional insurance.

## J Cost of Debris Removal/Re-erection

The Insurance by each item on Buildings, Tenants' Improvements, Plant Machinery and Trade Fixtures and Stock extends to include costs and expenses necessarily incurred by the Insured with the consent of the Company in:

- a** removing debris
- b** dismantling and/or demolishing
- c** shoring up or propping
- d** re-erecting fitting and fixing (in respect of Plant and Machinery only)

of the portion of the property which is the subject of a claim under this Section.

The liability of the Company under this Extension and the Section for any item will in no case exceed the Sum Insured for that item. However, the Company will pay up to £50,000 in addition to the Sum Insured under this Extension in respect of the removal of asbestos debris.

The Company will not pay for any costs or expenses

- i** incurred in removing debris except from the site of any property which is the subject of a claim under this Section and the area immediately adjacent to such site
- ii** arising from pollution or contamination of property not insured by this Section.

## K Temporary Removal

- a** Agricultural Produce Plant Machinery and Trade Fixtures excluding power driven vehicles and implements and their accessories are covered whilst such property is in transit by road rail or inland waterway within the United Kingdom
- b** Vehicles and implements and their accessories are covered whilst such property is temporarily removed from the Premises
- c** Any item of this Section covering in whole or in part grain is extended to provide cover whilst the grain is temporarily removed to other premises for the purposes of drying.

Paragraphs **a**, **b** and **c** above are subject to:

- i** such property not being more specifically insured
- ii** losses by Theft or attempt thereat being excluded
- iii** the Excess applying under this Section.

## L Fire Brigade Damage to Grounds

The insurance by this Section extends to include Damage caused by the Fire Brigade to the grounds at the Premises as far as the Insured is responsible for the cost of repair provided that the Company's liability for any one claim for such Damage is limited to £25,000.

## M Lock Replacement

The insurance by this Section extends to include the cost of changing locks on doors windows safes and strongrooms at the Premises following Theft (as insured herein) of keys from the Premises or from the home of the Insured or of any partner director or employee entrusted with keys for an amount not exceeding £25,000.

## N European Union and Public Authorities

The insurance by each item on Buildings Tenants' Improvements and Plant Machinery and Trade Fittings extends to include the additional cost of reinstatement of any Damage to the property insured and undamaged portions thereof incurred solely by reason of the necessity to comply with European Union legislation regulations under Acts of Parliament or local authority bye-laws provided that:

- a** the Insured receives the notice to comply after the Damage occurs
- b** the work of reinstatement is completed within twelve months of the date of the Damage or within such further time as the Company may in writing allow

- c the total amount recoverable under any item of this Section in respect of this Extension shall not exceed
  - i in respect of the damaged property 15% of its sum insured
  - ii in respect of undamaged portions of the property (other than foundations) 15% of the total amount for which the Company would have been liable had the property been wholly destroyed

subject to the total amount payable in respect of i and ii above under this Extension and this Section for any item shall not exceed its Sum Insured.

#### O Damage to Framework (Glass)

Any cover granted under this section in respect of Damage to fixed glass includes the reasonable costs of any necessary boarding up or temporary glazing pending replacement of broken glass and of removing and refixing window fittings and other obstacles to replacement.

#### P Fire Extinguisher Costs

The Company will pay the reasonable costs incurred by the Insured in refilling fire extinguishing appliances and replacing sprinkler heads solely due to extinguishment or attempted extinguishment of fire involving the property insured.

#### Q Contract Price

In respect only of goods sold but not delivered for which the Insured is responsible subject to a sale contract which following Damage is cancelled by reason of its conditions wholly or to the extent of the Damage the Company's liability will be based on the contract price. For the purposes of this insurance the value of all goods to which this Extension could apply in the event of Damage will be ascertained similarly.

#### R Clear Up Costs (Own Property)

The cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances from tanks on the Insured's property caused by a sudden accidental and specific event.

Provided that:

- i cover applies only in respect of events occurring during the Period of Insurance
- ii the Insurers' liability under this Extension shall not exceed £25,000.
- iii where the cover provided under this section applies also under Section 16A, the aggregate of all payments in respect of any one occurrence shall not exceed £25,000 in total.

#### Special Exclusion

This insurance does not cover the excess of £250.

#### S Trace and Access

In the event of Damage resulting from Escape of Water or Oil (as insured herein) the Company will pay costs necessarily and reasonably incurred in locating the source of such Damage and subsequently making good subject to the Company's liability under this Extension not exceeding £25,000 any one claim.

#### T Loss of Metered Water

Cover against Damage caused by the escape of water from any tank apparatus or pipe not being automatic sprinkler installations included up to £5,000 for the cost of water (calculated at the current rate per cubic metre) consumed as a direct result of the escape.

#### Special Exclusion

This insurance does not cover the excess of £250.

#### U Inadvertent Omission

The Insured having notified the Company their intention to insure all property in which they are interested and it being their belief that all such property is insured if hereafter any such property shall be found to have been inadvertently omitted the Company will deem it to be insured within the terms of this Policy subject to payment of the premium on all such property as from inception of the Policy or from the date of the Insured's interest in such property if it is erected or purchased after the inception of this Policy.

Provided that:

- a at any one situation the Insurers' liability shall not exceed £250,000
- b the Insured undertakes to
  - i give particulars of such extension of cover as soon as practicable and to pay any additional premium required
  - ii carry out at not less than annual intervals a check of all properties owned or leased to you and for which you are responsible to ensure that effective insurance is in force
- c following payment of such additional premium the provisions of this Extension are fully reinstated
- d The amounts held covered under this extension are deemed to be Sums Insured for the purpose of Average.

## V Dumping and Fly Tipping

The insurance by this Section extends to include the cost of cleaning up and removing any materials arising out of and due to dumping or tipping on the Insured's property caused by a sudden specific event outside the control of the Insured subject to the Company's liability under this Extension not exceeding £5,000 any one claim

### Special Exclusion

This insurance does not cover the excess of £250.

## W Cost of Fallen Tree Removal

The insurance by this Section is extended to include the cost and expenses necessarily incurred by the Insured with the consent of the Company in removing own fallen trees and branches subject to the Company's liability under this Extension not exceeding £1,000 in any one Period of Insurance.

The Company will not pay for any costs or expenses

- a incurred in removing own trees and branches except from the site of The Premises and the area adjacent to such site
- b arising from pollution or contamination of property not insured by this Section.

## X Theft Damage to Buildings

The insurance by this Section is extended to include the cost of repairing Damage by theft or any attempt thereat to Buildings at The Premises (whether or not Buildings are insured under this Section) if the Insured is responsible for the repairs and the Damage is not otherwise insured.

## Y Calor Gas

The insurance by this Section is extended to include the costs of calor gas lost from any installations following Damage by any of the insured Perils but excluding Damage while the Premises left vacant or becomes disused.

## Z Unauthorised Use of Gas, Water or Electricity

The insurance by this Section is extended to include the costs for which the Insured is responsible for gas water or electricity arising from their unauthorised use by persons occupying the Premises without the permission of the Insured provided that the Insured takes all practical steps to end the unauthorised use as soon as it is discovered subject to the Company's liability under this Extension not exceeding £25,000 for any one claim.

## AA Fuel Tanks and Contents

The insurance by this Section is extended to include Damage to Fuel Tanks and Contents subject to the Company's liability for such Damage under this Extension not exceeding £5,000 any one claim. For the purposes of this insurance Average will apply.

Furthermore, for the purposes of this Extension Damage shall mean accidental loss, destruction or damage.

### Special Exclusion

This insurance does not cover the excess of £250.

## AB Contract Works

The insurance by this Section is extended to include any contract works and unfixed goods and materials introduced to the Premises for the purpose of alterations or improvements for which the Insured is responsible subject to the contract price not exceeding £100,000 for any one claim. This extension shall only apply where the contract works are not otherwise insured.

### Special Exclusion

This insurance does not cover the excess of £250.

## AC Hired in Plant

The insurance by this Section is extended to include the legal liability of the Insured under the terms of the hiring agreement to pay:

- a for the Damage to the Hired in Plant; and
- b continuing hiring charges for Hired in Plant following Damage insured under a above

whilst the Hired in Plant is at the Premises or in transit (other than by sea or air) between Premises subject to the Company's liability under this Extension not exceeding £10,000 any one claim.

Furthermore, for the purposes of this Extension Hired in Plant shall mean equipment hired by the Insured under the Model Conditions for the Hiring of Plant recommended by the Construction Plant-hire Association or the Scottish Plant Owners Association or conditions not more onerous which have been evidenced in writing and accepted and exchanged between all bound parties.

## Clauses

### 1 Designation

For the purpose of determining where necessary the item or column heading under which any property is insured the Company agrees to accept the designation under which such property has been entered in the Insured's books.

### 2 Workmen

Workmen are allowed in and about any of The Premises for the purpose of carrying out new works alterations repairs decoration plant installation or general maintenance and the like without prejudice to the terms and conditions of this Policy.

### 3 Reinstatement of Losses

Unless written notice to the contrary be given by either the Company or the Insured the insurance by this Section shall not be reduced by the amount of any loss and the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the Expiry Date of the Period of Insurance.

### 4 Rent Insurance

Any insurance on Rent applies only if the said Buildings or any part thereof are unfit for occupation in consequence of their Damage and then the amount payable shall not exceed such proportion of the sum insured on Rent as the period necessary for reinstatement bears to the maximum rental period stated in the Schedule.

### 5 Extension

Where the cover under any of the Extensions of this Section and under the Extensions of Section 16A Home Buildings also apply the aggregate of all payments in respect of any one claim will be the Company's liability stated under the Extension of Section 1 Farm Material Damage.

## Special Clauses - applicable only if stated in the Schedule

### 1 Reinstatement Basis of Settlement

In the event of property other than Stock insured by this Section being lost destroyed or damaged the basis upon which the amount payable under such items is to be calculated shall be the cost of Reinstatement subject to the Provisions set out below.

“Reinstatement” means

- a the rebuilding or replacement of property lost or destroyed
- b the repair or restoration of property damaged

in either case to a condition substantially the same as but not better or more extensive than its condition when new.

#### Provisions

- 1 No payment beyond the amount which would have been payable had this Clause not been operative shall be made:
  - a unless the work of Reinstatement is commenced and carried out with reasonable despatch
  - b until the cost of Reinstatement has been incurred
  - c unless any other insurance covering the Insured's interest in the property at the time of Damage is on the same basis of Reinstatement as this Policy

and if no such payment is made then the rights and liabilities of the Company and the Insured shall be those which would have applied had this Clause not been operative.

- 2 Reinstatement may be carried out at another site and in any manner suitable to the Insured subject to the liability of the Company not being increased as a result.
- 3 In the event of partial Damage to property insured the Company's liability for any loss shall not exceed the cost which would have been incurred had such property been totally destroyed.
- 4 Each item insured under this Clause is declared to be separately subject to the following Special Condition of Average:

If the sum insured on any item at the time of Damage is less than 85% of the cost of reinstating the whole of the property insured by such item at the time of Reinstatement then the liability of the Company shall not exceed that proportion of the amount of the Damage which the said sum insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time.

In the case of farm produce and deadstock or farm machinery this Special Condition of Average will not apply provided the sum insured is equal to 75% or more of the cost of reinstating the whole of the property insured by such item at the time of Reinstatement

### 2 Modern Materials - Buildings

It is hereby agreed that in the event of Damage to Buildings (other than Private Dwelling Houses) insured the basis upon which the amount payable is to be calculated shall be:

- a in the event of total destruction the cost of providing a modern building with comparable facilities, or
- b in the event of Damage the cost of repair using modern materials

and for the purpose of Average the value and Sum Insured of said building shall be calculated accordingly

### Excess

This Section does not cover the amount of the Excess as specified in the Schedule being the first part of each and every claim for Damage caused by any of the Perils but in respect of Peril 14, the Excess shall only apply to claims for Damage caused by impact by vehicles or animals under the control of the Insured.

### Average

Each Item of this Section is similarly but separately subject to Average as defined in the General Definitions.

In the case of farm produce and deadstock or farm machinery Average will not apply provided the sum insured is equal to 75% or more of the value of the property insured at the time of Damage.

### Index Linking

The Sums Insured in respect of Buildings, Tenants' Improvements, Plant, Machinery and Trade Fixtures and Rent are subject to Index Linking as defined in the General Definitions.



## Exclusions

The Company shall not be liable under this Section for:

- 1 loss of market loss of use monetary devaluation or any other consequential loss (other than loss of Rent when insured as an item under this Section)
- 2 property let out on hire
- 3 loss resulting from the Insured voluntarily parting with title or possession of any property if induced to do so by deception
- 4 Damage to any part of any electrical plant or apparatus directly caused by breakdown leakage of electricity or excessive pressure therein or by its own short circuiting or overrunning but Damage to any other part of such plant or apparatus or to other property insured by the spread of fire therefrom is not excluded
- 5 showcases automatic or vending machines or their contents situate outside the Buildings of the Premises unless specifically mentioned in the Schedule.
- 6 any agricultural or horticultural property that is intended for sale and the income expected from such sale is separately insured
- 7 Damage to any poultry hatching or rearing appliances or the contents thereof caused by overheating of the appliance unless fire occurs and the appliance or other property becomes ignited.

# Section 2 | Business Interruption

If Damage by any of the Perils insured occurs to property used by the Insured at the Premises for the purposes of the Business and causes interruption to or interference with the Business at the Premises or if the Insured is unable to trace or establish Outstanding Debit Balances in whole or in part due to them as a result of the Insured's books of account or other business books or records at the Premises being damaged.

Then the Company will pay to the Insured (subject to the provisions of the insurance) the amount of loss resulting from such interruption interference or Damage in accordance with the basis of cover shown in the Schedule and described below.

Provided that payment shall have been made or liability admitted for the Damage under an insurance covering the interest of the Insured in the property or payment would have been made or liability admitted for the Damage but for the operation of a proviso in the insurance excluding liability for losses below a specified amount. This Proviso shall not apply in respect of agricultural produce, growing crops or livestock for sale if the full revenue from such agricultural produce, growing crops or livestock is included within the Gross Revenue insured by this Section.

And that the liability of the Company shall in no case exceed:

- 1 100.00% of the Gross Revenue or Gross Rentals shown in the Schedule, and
- 2 100.00% of the Sum Insured shown in the Schedule for Increase in Cost of Working, Outstanding Debit Balances or any other Item insured hereunder.

## Definitions

Note: To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms of this Section shall be exclusive of such tax.

### Turnover

The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the Business at the Premises.

### Gross Revenue

The money paid or payable to the Insured as fees for goods sold or services rendered in the course of the Business at the Premises.

### Gross Rentals

The money paid or payable to the Insured by tenants in respect of accommodation and services provided at the Premises.

### Indemnity Period

The period beginning with the occurrence of the Damage and ending when the results of the Business shall cease to be affected by the Damage but not exceeding the Maximum Indemnity Period being the number of months stated in the Schedule.

### Standard Turnover

The Turnover during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.

### Standard Gross Revenue

The Gross Revenue during the period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.

### Standard Gross Rentals

The Gross Rentals during the period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.

**NOTE:** To the **Rate of Standard Turnover** and **Standard Gross Revenue** and **Standard Gross Rentals**, adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the Business either before or after the Damage which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.

### Outstanding Debit Balances

The total last recorded by the Insured under the provisions of the Monthly Records Clause adjusted for:

- a bad debts
- b amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to Customer Accounts in the period between the date to which said last record relates and the date of the Damage and
- c any abnormal condition of trade which had or could have had a material effect on the Business

so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the Damage had the Damage not occurred.

### Customers Accounts

The Insured's accounts of all customers who are trading with the Insured on a credit or hire purchase basis.

## The Perils

- 1 **a Fire** but excluding Damage caused by:
  - i explosion resulting from fire
  - ii earthquake or subterranean fire
  - iii **a** its own spontaneous fermentation or heating, or
    - b** its undergoing any process involving the application of heat other than grain drying
- b Lightning.**
- 2 **Explosion:**
  - a** of boilers or of gas used for domestic purposes only but excluding Damage caused by earthquake or subterranean fire
  - b** otherwise but excluding Damage caused by or consisting of the bursting by steam pressure of any vessel machine or apparatus (not being a boiler or economiser on the Premises) in which internal pressure is due to steam only and belonging to or under the control of the Insured.
- 3 **Aircraft** and/or other aerial devices and/or articles dropped therefrom.
- 4 **Earthquake, Subterranean Fire.**
- 5 **Spontaneous fermentation**, heating or combustion.
- 6 **Riot, civil commotion**, strikers, locked out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation excluding Damage resulting from cessation of work or due to confiscation requisition or destruction by order of the government or any public authority.
- 7 **Malicious Persons** or vandals not acting on behalf of or in connection with any political organisation excluding Damage:
  - a** resulting from cessation of work or due to confiscation requisition or destruction by order of the government or any public authority
  - b** caused by Theft
  - c** when the Premises are left vacant or become disused.
- 8 **Theft** or any attempt thereat (including Damage to buildings for which the Insured is responsible) excluding Damage:
  - i in respect of jewellery, precious metals/stones or articles composed from them, bullion or furs except where specifically mentioned in the Schedule as being insured.
  - ii where the Insured or any Employee is concerned as principal or accessory
  - iii to glass
  - iv which is due to unexplained shortage and/or disappearance other than disappearance of livestock for a period exceeding 30 days
  - v due to fraud trick deception or false pretences.
- 9 **Storm, Tempest** excluding Damage:
  - a** caused by the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam
  - b** caused by inundation from the sea whether resulting from storm or otherwise
  - c** caused by frost subsidence ground heave or landslip
  - d** attributable solely to change in the water table level
  - e** to boundary walls fences gates hedges and movable property in the open
  - f** to growing crops in the open or under frames and cloches
  - g** to buildings not maintained in a good state of repair
- 10 **Flood** excluding Damage:
  - a** caused by storm or tempest
  - b** caused by escape of water from any tank apparatus or pipe
  - c** caused by frost subsidence ground heave or landslip
  - d** attributable solely to change in the water table level
  - e** to boundary walls fences gates hedges and movable property in the open
  - f** to growing crops in the open or under frames and cloches
  - g** to buildings not maintained in a good state of repair
- 11 **Escape of Water** from any tank apparatus or pipe excluding Damage:
  - a** caused by water discharged or leaking from any automatic sprinkler installations
  - b** when the Premises are left vacant or become disused.
- 12 **Escape of Oil** from any fixed oil fired heating installation.
- 13 **Impact** by:
  - a** collapse or breakage of television or radio receiving aerials or satellite dishes
  - b** vehicles or animals not belonging to or under the control of the Insured or any member of his family or any Employee.

**14 Impact** by any cause excluding Damage to any animal caused by Impact by any animal belonging to or under the control of the Insured or any member of his family or any Employee

**15 Falling Trees**, telegraph poles, lamp posts, pylons or turbines excluding Damage caused by lopping pruning or felling.

**16 Worrying** of Sheep and Cattle by dogs, foxes and vermin.

**17 Anthrax.**

**18 Electrocution.**

**19 Fatal Injury** caused by any violent external and visible accident to Livestock where such injury is not more specifically insured under any other contingency applicable under this section occurring elsewhere than on premises or land occupied by the Insured in connection with the Business including whilst in transit by the Insured's own vehicles. Transit means from the time of loading at the ramp to the time of unloading at the ramp, all within the United Kingdom (meaning Great Britain and Northern Ireland), the Channel Islands and the Isle of Man.

**20 Accidental Discharge** or Leakage of Automatic Sprinkler Installations excluding Damage occasioned by or attributable to:

- a heat caused by fire
- b freezing when the Premises are left vacant or become disused
- c repairs alterations or extensions to the buildings and/or sprinkler installations
- d defects in construction or condition of which the Insured is aware.

## Basis of Cover

### Gross Revenue

The insurance in respect of Gross Revenue is limited to loss of Gross Revenue due to:

- a **Reduction in Gross Revenue**
- b **Increase in Cost of Working**, or
- c **Replacement of Seeds, Fertilisers or Chemicals**

and the amount payable as indemnity thereunder shall be:

- a in respect of **Reduction in Gross Revenue**: the amount by which the Gross Revenue during the Indemnity Period shall in consequence of the Damage fall short of the Standard Gross Revenue

- b in respect of **Increase in Cost of Working**: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the amount of the reduction thereby avoided

- c in respect of **Replacement of Seeds, Fertilisers or Chemicals**: the cost of replacing such seeds, feeds, fertilisers or chemicals in consequence of the Damage at the Premises and which are necessarily and reasonably required in order to continue trading during the Indemnity Period

less any sum saved during the Indemnity Period in respect of such charges and expenses of the Business payable out of Gross Revenue as may cease or be reduced in consequence of the Damage.

Provided that if the Sum Insured by this Item is less than the amount of the annual Gross Revenue, the amount payable shall be proportionately reduced.

### Gross Rentals

The insurance in respect of Gross Rentals is limited to loss of Gross Rentals due to:

- a **Loss of Gross Rentals**, and
- b **Increase in Cost of Working**

and the amount payable as indemnity thereunder shall be:

- a in respect of **Loss of Gross Rentals**: the amount by which the Gross Rentals during the Indemnity Period shall in consequence of the Damage fall short of the Standard Gross Rentals
- b in respect of **Increase in Cost of Working**: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Rentals which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the amount of the reduction thereby avoided

less any sum saved during the Indemnity Period in respect of such charges and expenses of the Business payable out of Gross Rentals as may cease or be reduced in consequence of the Damage.

Provided that if the Sum Insured by this Item is less than the amount of the annual Gross Rentals, the amount payable shall be proportionately reduced.

### Increase in Cost of Working

The insurance in respect of Increase in Cost of Working (where insured as a separate item) is limited to the additional expenditure reasonably incurred in order to minimise any interruption or interference with the Business during the Indemnity Period.

### Cost of Document Replacement

The insurance under this item is limited to legal clerical and other charges necessarily incurred in consequence of the Damage in the replacement or restoration of deeds and other documents (including stamps thereon) manuscripts plans specifications and writings of every description and books (written and printed) books of account card indexes and other business records including such property if and in so far as it is not otherwise insured whilst temporarily at premises not in the occupation of the Insured or whilst in transit all in Great Britain or Northern Ireland.

### Outstanding Debit Balances

The insurance in respect of Outstanding Debit Balances is limited to loss sustained by the Insured directly due to the Damage and the amount payable in respect of any one incident shall not exceed:

- a the difference between:
  - i the Outstanding Debit Balances, and
  - ii the total of the amounts received or traced in respect thereof
- b the additional expenditure incurred with the previous consent of the Company in tracing and establishing customers' debit balances after the Damage

provided that if the Sum Insured be less than the Outstanding Debit Balances the amount payable shall be proportionately reduced.

### Warranty (applicable to Outstanding Debit Balances only)

It is warranted that the Insured's books of account or other business books or records in which Customers Accounts are shown shall be kept in fire resisting cabinets when not in use

### Professional Accountants Charges

Where insurance is arranged on Gross Revenue, Gross Rentals or Outstanding Debit Balances, the Company will also pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing any particulars or details contained in the Insured's books of account or other business books or documents or such other proofs information or evidence as may be required by the Company and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents provided that the Company's liability shall not exceed in total the Sum Insured for Gross Revenue or Gross Rentals (whichever is applicable) shown in the Schedule.

### Loss of Forced Sale of Dairy Cows

The insurance under any item on Loss of Forced Sale of Dairy Cows is limited to loss sustained by the Insured in consequence of Damage at the Premises necessitating forced sale of dairy cows. The amount recoverable as indemnity shall be the loss as above stated of dairy cows being the difference between the sale price and the current value within the herd but not exceeding £1,000 in respect of each animal sold nor in the aggregate the Sum Insured noted in the Schedule.

Provided that such diminution in value shall not include the value of milk which would have been produced during the Indemnity Period. If the Sum Insured by this item is less than the sum produced by multiplying £1,000 by the number of dairy cows in the herd at the time of Damage the amount payable as indemnity hereunder shall be proportionately reduced.

### Index Linking

The Sums Insured in respect of Gross Revenue Gross Rentals and Outstanding Debit Balances are subject to Index Linking as defined in the General Definitions.

### Average

Each Item of this Section is similarly but separately subject to Average as defined in the General Definitions.



## Clauses

### 1 Departmental

If the Business be conducted in departments the independent trading results of which are ascertainable the provisions of Clauses a and b of the Gross Revenue or Gross Rentals items shall apply separately to each department affected by the Damage.

### 2 Payments on Account

Payments on account will be made to the Insured during the Indemnity Period if desired.

### 3 Accumulated Stocks

In adjusting any loss account shall be taken and an equitable allowance made if any shortage in Turnover due to the Damage is postponed by reason of the Turnover being temporarily maintained from accumulated stocks of raw materials work in progress or finished goods at the Premises or elsewhere.

### 4 Reinstatement of Losses

Unless written notice to the contrary be given by either The Company or the Insured the insurance by this Section shall not be reduced by the amount of any loss and the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to Expiry Date of the Period of Insurance.

### 5 Alternative Trading

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on their behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

### 6 Monthly Records (applicable to Outstanding Debit Balances)

The Insured shall at the end of each month record the total amount of debit balances outstanding as set out in Customers Accounts at that date and such record shall be kept at a place other than the Insured's own premises.

If the recorded amount exceeds the Sum Insured applicable at the date of such record then for the purposes of this Clause only the Insured shall be deemed to have recorded such Sum Insured.

### 7 Removal of Debris

The insurance under any item on Gross Revenue extends to include costs and expenses necessarily and reasonably

incurred by the Insured with the consent of the Company in removing debris of the portion or portions of agricultural produce and growing stock for sale, included within the Gross Revenue insured by this Section and Damaged by any Perils hereby insured against.

The Company will not pay for any costs or expenses:

- a incurred in removing debris elsewhere than from the site of the damaged Premises and the immediately adjacent area
- b arising from pollution or contamination of the property not insured by this Policy

The Company's liability under this Clause in respect of any item shall in no case exceed the Sum Insured under the said item(s).

## Standard Extensions

Any loss in respect of Gross Revenue or Gross Rentals as insured by this Section resulting from interruption to or interference with the Business in consequence of Damage at the undernoted situations or to property as undernoted shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises:

### A Unspecified Suppliers

The premises of the Insured's suppliers manufacturers or processors of components goods or materials but excluding the premises of any supply undertaking from which the Insured obtains electricity, gas, water or telecommunications services all in Great Britain or Northern Ireland

### B Unspecified Customers

The premises of any of the Insured's customers in Great Britain or Northern Ireland provided that for the purposes of this Extension the term "customers" means those companies organisations or individuals with whom at the time of the Damage the Insured has contracts or trading relationships to supply goods or services

### C Storage Sites

Any premises in Great Britain or Northern Ireland not in the occupation of the Insured where property of the Insured is stored

### D Denial of Access

Property in the vicinity of the Premises preventing or hindering access to or use of such Premises whether the Premises or property of the Insured therein shall be damaged or not but excluding the property of any supply



undertaking from which the Insured obtains electricity, gas, water or telecommunications services

### E Transit

Property of the Insured other than vehicles whilst in transit by road rail or inland waterway in the United Kingdom

### F Agricultural Vehicles

Insured Damage is extended to include Damage by Impact from any cause with Agricultural Vehicles where the Agricultural Vehicle is the property of the Insured or for which they are responsible and used in connection with the Business, occurring on any highway and any other road to which the public has access and includes bridges over which a road passes occurring anywhere within Great Britain or Northern Ireland

Agricultural Vehicles means any tractor, all terrain vehicle, quad bike or self propelled implement used solely for agricultural or forestry purposes

The maximum amount payable under this Extension is £25,000 during each Period of Insurance.

### G Accidental Failure of Public Supply

Accidental total or partial failure of the public supply of:

- a electricity at the terminal point of the supply undertaking's service feed to the Premises
- b gas at the supply undertaking's meters at the Premises
- c water at the supply undertaking's main stop-cock serving the Premises (other than by drought).

### H Storage Sites

Any premises in the United Kingdom the Channel Islands or the Isle of Man, not owned or occupied by the Insured where the property of the Insured is stored.

### I Contract Sites

Any situation in the United Kingdom the Channel Islands or the Isle of Man where the Insured is carrying out a contract

Provided that after the application of all the terms, conditions and provisions of the Policy, the Company's liability shall not exceed:

- a in respect of Extensions A to C and E and G to I the greater of:
  - i the limit stated in the schedule against those Extensions, or
  - ii the limit stated in the Schedule against a specific Extension, being the lesser of:

- a the stated percentage limit of the Gross Revenue Sum Insured, or

- b the stated monetary limit

- b in respect of Extension D, the Gross Revenue Sum Insured.

## Optional Extensions

The following extensions are applicable only if stated in the Schedule and are subject to the limits, terms and conditions of this Section.

Any loss in respect of Gross Revenue as insured by this Section resulting from interruption to or interference with the Business in consequence of Damage at the undernoted situations or to property as undernoted shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises:

### 1 Specified Customers

The premises of those customers specified in the Schedule

### 2 Cattle Passports

Insured Damage is extended to include Damage by an insured Peril to cattle passports used by the Insured for the purpose of the Business.

Provided that after the application of all the terms, conditions and provisions of the Policy, the Company's liability shall not exceed:

- i the limit stated in the Schedule against those Extensions, or
- ii the limit stated in the Schedule against a specific Extension, being the lesser of:
  - a the stated percentage limit of the Gross Revenue Sum Insured, or
  - b the stated monetary limit.

## Exclusion

The Company shall not be liable under this Section for loss arising directly or indirectly from:

- a erasure, loss, distortion or corruption of information on computer systems or other records programmes or software caused deliberately by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotion or malicious persons
- b other erasure, loss, distortion or corruption of information on computer systems or other records programmes or software unless resulting from any of The Perils 1-12 of Section 1 of this Policy in so far as it is not otherwise excluded.

# Section 3 | Livestock

In the event of Livestock insured suffering Damage by any of the Perils or Special Perils insured the Company will subject to the provisions of the insurance pay to the Insured:

- i the Market Value of the animal(s) or the Sum Insured whichever is less
- ii Veterinary surgeon's treatment fees up to but not exceeding £500 in respect of any one animal including such fees expended preventing Damage
- iii an amount not exceeding £300 in respect of any one animal or £1,000 in any one Period of Insurance for which the Insured is liable to knacker renderer or bona fide disposal centre for the removal of any carcass incurred as a direct result of Damage
- iv an amount not exceeding £500 in respect of any one claim where Special Peril 11 Theft is insured for the costs of advertising and reward
- v an amount not exceeding £500 in respect of any one claim where Special Peril 13 is insured for costs which the Insured has to pay a professional rescue organisation or the police for the attempted rescue or recovery of an insured animal.

## Definitions

### Damage

- i Loss destruction or damage.
- ii Slaughter with the consent of the Company or where a veterinary surgeon certifies that slaughter is necessary on humane grounds.

### Territorial Limits

#### i Perils 1 – 9 and Special Peril 10

The Premises and any other premises or land occupied or used by the Insured in connection with the Business and whilst being moved in between.

#### ii Special Peril 11

The Premises and any other premises or land occupied or used by the Insured in connection with the Business.

#### iii Special Peril 12

Elsewhere than on the Premises or any land occupied or used by the Insured in connection with the Business within the United Kingdom, except for loading and unloading.

#### iv Special Peril 13

Elsewhere than on the Premises or any land occupied or used by the Insured in connection with the Business within the United Kingdom.

## Market Value

The cost of replacing any animal with one of comparable worth and condition but not exceeding an amount of £10,000 per animal unless stated in the Schedule.

## Ministry

The Department of the Environment Farming and Rural Affairs and equivalent Scottish Welsh and Northern Ireland Government departments.

## Premises

- i In respect of Livestock Disease covers:
  - b & c Aujersky's Disease
  - f Enzootic Bovine Leukosis and
  - i Maedi-Visna

any premises within Great Britain owned used or occupied by the Insured for the purposes of the Business.
- ii Otherwise any premises within Great Britain and Northern Ireland, the Channel Islands or the Isle of Man owned used or occupied by the Insured for the purposes of the Business.

## The Perils

- 1 **Fire, Lightning, Explosion.**
- 2 **Electrocution.**
- 3 **Aircraft** and/or other aerial devices and/or articles dropped therefrom.
- 4 **Earthquake** and Subterranean Fire.
- 5 **Riot, civil commotion**, strikers, locked out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation excluding Damage resulting from cessation of work or due to confiscation requisition or destruction by order of the government or any public authority.
- 6 **Malicious Persons** or vandals not acting on behalf of or in connection with any political organisation excluding Damage:
  - a resulting from cessation of work or due to confiscation requisition or destruction by order of the government or any public authority
  - b caused by Theft
  - c when the Premises are left vacant or become disused.
- 7 **Impact** by vehicles or animals not belonging to or under the control of the Insured or any Employee.
- 8 **Impact** by any vehicle or animals, excluding Damage to animals caused by impact by any animal belonging to or under the control of the Insured or any Employee.
- 9 **Falling Trees**, telegraph poles, lamp posts, pylons or turbines excluding Damage caused by lopping, pruning or felling.

## Special Perils

**10 Worrying** of Sheep and Cattle by dogs, foxes and vermin.

**11 Theft** or unexplained disappearance for a period exceeding 30 days but excluding Theft where possession is obtained by deception or criminal deception or where the Insured or any Employee is concerned as principal or accessory.

**12 Fatal Injury** caused by any violent external and visible accident including whilst in transit by the Insured's own vehicle(s) or any vehicle(s) being used on behalf of the Insured from the time of loading at the ramp to unloading at the ramp, including loading at the Premises.

**13 Fatal Injury** caused by any violent external and visible accident including poisoning to the Livestock whilst

- i on any public thoroughfare
- ii on any public livestock auction or sale-yard, market or agricultura showground premises
- iii on any railway level crossing
- iv or while straying from any such situation or from the premises

## Exclusions

The Company shall not be liable under this Section for:

- i Damage to Livestock:
  - a straying unless reasonable fencing was provided for its safety
  - b in transit for hire or reward
  - c otherwise insured
- ii Damage to horses being ridden in connection with hunting racing show jumping or other competitive events
- iii consequential loss of whatsoever nature except where specifically stated in the Policy wording
- iv the Excess as stated in the Schedule
- v Damage as a result of any disease occurring within 30 days of the effective date, the insurance covering that disease is cancelled accordingly
- vi Damage happening outside the Territorial Limits.

## Standard Conditions

- A In the event of Damage which may give rise to a claim (Peril 11 excepted) the Insured shall immediately arrange for:
  - a adequate attention and treatment and
  - b a veterinary surgeon's report on the condition of the Livestock insured.

- B If any animal has to be slaughtered for humane reasons the Insured must dispose of the carcass to the best advantage and any payment obtained by the Insured will belong to the Company.
- C If following payment by the Company under peril 11 the Livestock is found recovered or returned to the Insured the Insured shall repay the amount of the payment to the Company.
- D All vehicles or trailers used for the transit of Livestock shall be suitably constructed for the purpose.
- E In respect of peril 12, cover includes transferring to any vehicle and/or carrying to the original destination or to the place of collection the Livestock insured necessitated by collision, overturning or impact with any object.
- F No payment shall be made for the same animal under more than one of the covers insured in connection with the same loss.
- G The Company shall be under no obligation to accept or be affected by any transfer of interest trust assignment and the like which relates to any animal and nothing contained herein shall give any right against the Company to any person other than the Insured.

## Average

Except where otherwise stated the cover by this section is subject to the following Special Condition of Average:

The total value of all Livestock owned by the Insured or in transit at any one time has been declared by the Insured to be as stated in the Schedule and if at the time of any loss that sum is less than 75 per cent of the Market Value of the Livestock the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable share of the loss accordingly.

## Reinstatement of Loss

Unless written notice to the contrary be given by either the Company or the Insured the insurance by this Section shall not be reduced by the amount of any loss and The Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the date of expiry of the Period of Insurance.

## Livestock Disease/Mortality Covers

The following covers are operative only if specified within the Schedule.

### a Anthrax

If any Livestock at the Premises:

- i die as a direct result of anthrax, or
- ii are slaughtered by or on behalf of the Ministry as a result of the existence of anthrax being confirmed by the Ministry

during the Period of Insurance or within 30 days thereafter the Company will pay:

- i the immediate pre-death Market Value of the Livestock, or
- ii the Sum Insured as stated in the Schedule

whichever is the lower provided that:

- a the anthrax was contracted by the animal during the Period of Insurance
- b the liability of the Company will not exceed in respect of each item the Sum Insured for that item.

### b Contraction of Aujeszky's Disease - Closed Herd

If any Livestock at the Premises are slaughtered by order of the Ministry under the Aujeszky's Disease Eradication Scheme as a result of the existence of Aujeszky's Disease being confirmed by the Ministry during the Period of Insurance the Insured will be indemnified by payment of an agreed level of compensation percentage based upon the lower of:

- i the value of the herd shown in the Schedule
- ii the Ministry valuation paid.

### Definitions

#### Scheme

The Aujeszky's Disease Eradication Scheme.

#### Test

A test for the presence of Aujeszky's Disease arranged or authorised by the Ministry.

#### Closed Herd

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

#### Swill or Waste Food

- a Any meat, any other part of the carcass of any livestock or poultry or any produce derived therefrom hatchery waste eggs or eggshells

- b any broken or waste foodstuffs (including table or kitchen refuse scraps or waste)

but does not include meal manufactured from protein originating from animals or poultry.

### Exceptions

This insurance does not cover Damage:

- i arising in connection with any pigs sent for shows, sales or export
- ii where any pigs in the herd have been:
  - a bought in the open market, or
  - b fed Swill or Waste Food
- iii if the administration of the Scheme is altered unless the written acceptance of the Company has been obtained.

### Special Provision

The Special Condition of Average is not applicable to this cover.

### Standard Clause

#### Changes in Herd

Increases in the Sum Insured may be effected at any time during the Period of Insurance at the request of the Insured provided that:

- a the Insured agrees to pay the appropriate additional premium
- b the Insured has no knowledge of any impending Test at the time of such request.

### Special Condition

The Insured shall produce evidence from the Ministry and full particulars of the loss in respect of pigs required to be sent to slaughter under the provisions of the Scheme. A professional valuation shall be carried out at the expense of the Insured before the slaughter of any animal for which the value exceeds £1,000.

Submission of:

- i such evidence and particulars
- ii the professional valuation if applicable

shall constitute evidence of a claim and shall be used as the basis of settlement.

### c Contraction of Aujeszky's Disease - Open Herd

If any Livestock at the Premises are slaughtered by order of the Ministry under the Aujeszky's Disease Eradication Scheme as a result of the existence of Aujeszky's Disease being confirmed by the Ministry during the Period of Insurance The Insured will be indemnified by payment of an agreed level of compensation percentage based upon the lower of:

- i the value of the herd shown in the Schedule
- ii the Ministry valuation paid.

#### Definitions

##### Scheme

The Aujeszky's Disease Eradication Scheme.

##### Test

A test for the presence of Aujeszky's Disease arranged or authorised by the Ministry.

##### Open Herd

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

##### Swill or Waste Food

- a Any meat, any other part of the carcass of any livestock or poultry or any produce derived therefrom hatchery waste eggs or eggshells
- b any broken or waste foodstuffs (including table or kitchen refuse scraps or waste)

but does not include meal manufactured from protein originating from animals or poultry.

#### Exceptions

This insurance does not cover Damage:

- i arising in connection with any pigs sent for shows, sales or export
- ii where any pigs in the herd have been:
  - a bought in the open market, or
  - b fed Swill or Waste Food
- iii if the administration of the Scheme is altered unless the written acceptance of the Company has been obtained.

#### Special Provision

The Special Condition of Average is not applicable to this cover.

#### Standard Clause

##### Changes in Herd

Increases in the Sum Insured may be effected at any time during the Period of Insurance at the request of the Insured provided that:

- a the Insured agrees to pay the appropriate additional premium
- b the Insured has no knowledge of any impending Test at the time of such request.

##### Special Condition

The Insured shall as soon as it becomes available produce documentary evidence from the Ministry and full particulars of the loss in respect of pigs required to be sent to slaughter under the provisions of the Scheme. A professional valuation shall be carried out at the expense of the Insured before the slaughter of any animal for which the value exceeds £1,000.

Submission of:

- i such evidence and particulars
- ii the professional valuation if applicable

shall constitute evidence of a claim and shall be used as the basis of settlement.

### d Brucellosis Movement Restriction

In the event of the Ministry imposing a restriction on the movement of Livestock due to a reaction to a post-accreditation blood test for Brucellosis the Company will pay to the Insured the Sum Insured for each complete week in excess of 13 weeks that the Premises are within an area subject to such movement restriction up to a maximum of 52 weeks for any one reaction to a post-accreditation blood test for Brucellosis.

The amount payable shall be increased by 25 per cent after the first 26 weeks of payment under this cover.

#### Exception

No monies shall be payable under this cover when there is a valid claim payable under e – Reaction to Brucellosis Testing.

#### Special Provision

The Special Condition of Average is not applicable to this cover.



## e Reaction to Brucellosis Testing

- 1 If any of the Livestock at the Premises are slaughtered in accordance with the rules of the Scheme in consequence of failure to pass a post-accreditation blood test for Brucellosis including Livestock slaughtered as Dangerous Contacts

the Company will pay to the Insured:

- i the difference between the value of such Livestock before slaughter and the amount of compensation paid or payable under the Scheme, and
- ii an amount not exceeding 25 per cent of:
  - a the government compensation paid or payable, or
  - b the value of the Livestock before slaughter

whichever is lower.

- 2 If any of the Livestock at the Premises that are included in the British Register of Officially Brucellosis Free Cattle Herds pass a post-accreditation Test for Brucellosis but fail the periodic Test for Officially Brucellosis Free Herds

the Company will pay to the Insured:

- i 25 per cent of the value of the Livestock that fails the periodic test, or
- ii 25 per cent of the Sum Insured

whichever is lower provided that the Company's liability in any one Period of Insurance shall not exceed in the whole the Sum Insured or in respect of any item its Sum Insured or any other stated limit of liability.

## Definitions

### Scheme

The Brucellosis (Area Eradication) Scheme.

### Test

A test for the presence of Brucellosis arranged or authorised by the Ministry on all or any of the Livestock insured.

### Reactor

An animal which is certified as having given a positive reaction to a Test.

### Dangerous Contacts

An animal which has not given a positive reaction to a Test but is certified by the Ministry as having been in close contact with Reactors and as such has to be slaughtered.

## Exceptions

This insurance does not cover Damage:

- i arising from Tests of any Livestock in connection with shows, sales or export
- ii arising from causes other than failure to pass
  - a a post-accreditation blood test in the herd conducted in accordance with the provisions of the scheme, or
  - b a periodic Test conducted in accordance with the provisions of the Register of Officially Brucellosis Free Cattle
- iii to Livestock not qualified under the provisions of the Scheme or the Register of Officially Brucellosis Free Cattle to enter the herd without restriction at the Premises
- iv occurring whilst the herd does not appear on
  - a the Register of Accredited Herds in respect of 1
  - b the register of Officially Brucellosis Free Herds in respect of 2
- v if the administration of the Scheme is altered unless the written acceptance of the Company has been obtained
- vi notwithstanding Exclusion v of this Section occurring within 60 days from the Effective Date in which case the Insurance is cancelled from the Effective Date and the premium returned in full to the Insured

## Standard Clauses

### 1 Guaranteed Renewal

In the absence of notice by endorsement on this insurance at the time of its issue or any renewal the Company will renew this insurance for a further Period of Insurance not exceeding 12 months provided that

- a both periods are consecutive
- b prior to the expiry of each Period of Insurance the Insured shall advise the Company of any Reactors during that period
- c the Insured agrees to pay the appropriate premium
- d this Clause shall not apply if the Insured has stated their intention not to renew this insurance nor if the Policy as a whole is not renewed for any reason

### 2 Changes in Herd

Increases in the Sum Insured may be effected at any time during the Period of Insurance at the request of the Insured provided that:

- a the Insured agrees to pay the appropriate additional premium
- b the Insured has no knowledge of any impending Test at the time of such request.



### Special Condition

The Insured shall as soon as it becomes available produce documentary evidence from the Ministry and full particulars in respect of:

- i slaughter of any Livestock
- ii compensation paid
- iii Reactors identified in the herd

under the provisions of any Government Scheme before any payment shall be made by the Company. A professional valuation shall be carried out at the expense of the Insured before the slaughter of any animal for which the value exceeds £1,000.

Submission of:

- i such evidence and particulars
- ii the professional valuation if applicable

shall constitute evidence of a claim and shall be used as the basis of settlement.

### f Reaction to Enzootic Bovine Leukosis Testing

If any Livestock at the Premises are certified by the Ministry as Reactors as a result of a Test during the Period of Insurance and such Livestock are slaughtered in accordance with the Cattle Health Scheme Rules the Company will pay the Insured for each Reactor:

- i the Market Value immediately prior to testing, or
- ii the Sum Insured as stated in the Schedule

whichever is lower.

### Definitions

#### Scheme

The Cattle Health Scheme.

#### Test

A test for the presence of Enzootic Bovine Leukosis arranged or authorised by the Ministry on all or any of the Livestock.

#### Reactor

An animal which is certified as having given a positive reaction to a Test.

### Exceptions

This insurance does not cover Damage:

- i arising from Tests of any Livestock in connection with shows sales or export
- ii arising from causes other than failure to pass a post attestation blood test in the herd conducted in accordance with the provisions of the Scheme

- iii to Livestock not qualified under the provisions of the Scheme to enter the herd without restrictions at the premises
- iv occurring whilst the herd does not appear on the Register of Enzootic Bovine Leukosis - Attested Herds except when temporarily removed from the Register for a period not exceeding nine months due to a Reactor
- v if the administration of the Scheme is altered unless the written acceptance of the Company has been obtained
- vi notwithstanding Exclusion v of this Section occurring within 60 days from the Effective Date in which case the insurance is cancelled from the Effective Date and the premium returned in full to the Insured.

### Standard Clauses

#### 1 Guaranteed Renewal

In the absence of notice by endorsement on this Insurance at the time of its issue or any renewal the Company will renew this Insurance for a further Period of Insurance not exceeding 12 months provided that:

- a both periods are consecutive
- b prior to the expiry of each Period of Insurance the Insured shall advise the Company of any Reactors during that period
- c the Insured agrees to pay the appropriate premium
- d this Clause shall not apply if the Insured has stated their intention not to renew this insurance nor if the Policy as a whole is not renewed for any reason.

#### 2 Changes in Herd

Increases in the Sum Insured may be effected at any time during the Period of Insurance at the request of the Insured provided that:

- a the Insured agrees to pay the appropriate additional premium
- b the Insured has no knowledge of any impending Test at the time of such request.

### Special Condition

The Insured shall as soon as it becomes available produce documentary evidence from the Ministry and full particulars in respect of slaughter of any Livestock under the provisions of any Government Scheme before any payment shall be made by the Company. A professional valuation shall be carried out at the expense of the Insured before the slaughter of any animal for which the value exceeds £1,000.

Submission of:

- i such evidence and particulars
- ii the professional valuation if applicable

shall constitute evidence of a claim and shall be used as the basis of settlement.

### g Foot and Mouth - Scheme A

If the Livestock described in the Schedule have to be slaughtered under the Animal Health Act 1981 and any regulations made thereunder or any re-enactment thereof and/or other legislation of similar intent relating to an outbreak of Foot and Mouth Disease the Company will pay for consequential loss to the Insured subject to the Maximum Compensation of 25% of the Sum Insured as stated in the Schedule or 25% of the Government Compensation Payment whichever is the lower.

#### Special Conditions

- 1 The Insured shall as soon as it becomes available supply documentary evidence of the compensation paid by the Government for the slaughter of Livestock.
- 2 If only a proportion of the Livestock is slaughtered the amount payable shall be that proportion of the Maximum Compensation which the amount paid by the Government at the time of the outbreak bears to the total value of all the Livestock at that time.
- 3 Payment of any claim may be made in not more than four instalments as shown on the Schedule or the Insured may apply:
  - a for payments in full at the time of slaughter or
  - b for payment at any time of such instalments as may remain outstanding
- 4 Any instalment payment made or agreed to be made under any claim shall reduce the Sum Insured during the remainder of the Period of Insurance unless reinstated and an additional premium paid.

### h Foot and Mouth - Scheme B

If the Livestock described in the Schedule have to be slaughtered under the Animal Health Act 1981 and any regulations made thereunder or any re-enactment thereof and/or other legislation of similar intent relating to an outbreak of Foot and Mouth Disease the Company will pay for consequential loss to the Insured subject to the Maximum Compensation of 25% of the Sum Insured as stated in the Schedule or 25% of the Government Compensation Payment whichever is the lower plus 10% if the Premises are closed for more than 3 months.

#### Special Conditions

- 1 The Insured shall as soon as it becomes available supply documentary evidence of the compensation paid by the Government for the slaughter of Livestock.
- 2 If only a proportion of the Livestock is slaughtered the amount payable shall be that proportion of the Maximum Compensation which the amount paid by the Government at the time of the outbreak bears to the total value of all the Livestock at that time.
- 3 Payment of any claim may be made in not more than four instalments as shown on the Schedule or the Insured may apply:
  - a for payments in full at the time of slaughter or
  - b for payment at any time of such instalments as may remain outstanding.
- 4 Any instalment payment made or agreed to be made under any claim shall reduce the Sum Insured during the remainder of the Period of Insurance unless reinstated and an additional premium paid.

### i Reaction to Maedi-Visna Testing

If any of the Livestock at the Premises are certified as Reactors as a result of a Test during the Period of Insurance and are slaughtered in accordance with the Scheme rules in consequence of the failure to pass a post-accreditation blood test for Maedi-Visna the Company will indemnify the Insured by payment of

- i the Market Value immediately prior to such occurrence, or
  - ii the Sum Insured as stated in the Schedule
- whichever is the lower.

### Definitions

#### Scheme

The Ministry's Sheep and Goat Health Scheme

#### Test

A test for the presence of Maedi-Visna arranged or authorised by the Ministry on all or any of the Livestock

#### Reactor

An animal which is certified as having given a positive reaction to a Test

### Exceptions

This insurance does not cover Damage:

- i arising from Tests of any Livestock in connection with shows sales or export
- ii arising from causes other than failure to pass a post attestation blood test in the flock or herd conducted in accordance with the provisions of the Scheme to enter the flock or herd without restriction at the Premises
- iii occurring whilst the flock or herd does not appear on the Register of Maedi-Visna Accredited Flocks except when temporarily removed from the Register for a period not exceeding eighteen months due to a Reactor
- iv if the administration of the Scheme is altered unless the written acceptance of the Company has been obtained.

### Standard Clauses

#### 1 Guaranteed Renewal

In the absence of notice by endorsement on this Insurance at the time of its issue or any renewal the Company will renew this Insurance for a further Period of Insurance not exceeding 12 months provided that:

- a both periods are consecutive
- b prior to the expiry of each Period of Insurance the Insured shall advise the Company of any Reactors during that period

- c the Insured agrees to pay the appropriate premium
- d this Clause shall not apply if the Insured has stated their intention not to renew this insurance nor if the Policy as a whole is not renewed for any reason.

#### 2 Changes in Herd

Increases in the Sum Insured may be effected at any time during the Period of Insurance at the request of the Insured provided that:

- a the Insured agrees to pay the appropriate additional premium
- b the Insured has no knowledge of any impending Test at the time of such request.

#### Special Condition

The Insured shall as soon as it becomes available produce documentary evidence from the Ministry and full particulars in respect of slaughter under the provisions of the Scheme together with details of any previous Maedi-Visna Reactors in the herd or flock. A professional valuation shall be carried out at the expense of the Insured before the slaughter of any animal for which the value exceeds £1,000.

Submission of:

- i such evidence and particulars
- ii the professional valuation if applicable

shall constitute evidence of a claim and shall be used as the basis of settlement.

**j Contraction of Swine Vesicular Disease - Open Herd**

If any Livestock at the Premises are slaughtered by or on behalf of the Ministry as a result of the existence of Swine Vesicular Disease being confirmed by the Ministry during the Period of Insurance the Company will indemnify the Insured for consequential loss of income based upon the lower of:

- i 25 per cent of the total sum paid by the Ministry for the pigs slaughtered, or
- ii the Sum Insured as stated in the Schedule.

**Definitions****Open Herd**

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

**Swill or Waste Food**

- a Any meat any other part of the carcass of any livestock or poultry or any produce derived therefrom hatchery waste eggs or eggshells
- b any broken or waste foodstuffs (including table or kitchen refuse scraps or waste)

but does not include meal manufactured from protein originating from animals or poultry.

**Exceptions**

This insurance does not cover Damage

- i arising in connection with any pigs sent for shows, sales or export
- ii where any pigs in the herd have been
  - a bought in the open market or
  - b fed Swill or Waste Food

**Special Provision**

The Special Condition of Average is not applicable to this cover and is replaced by the following:

If the Sum Insured shall at the commencement of any loss be less than 25 per cent of the total value of pigs the Insured will be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly.

**Special Condition**

The Insured shall produce evidence of the compensation received in respect of the slaughter of the pigs before any payment shall be made by the Company.

**k Contraction of Swine Vesicular Disease - Closed Herd**

If any Livestock at the Premises are slaughtered by or on behalf of the Ministry as a result of the existence of Swine Vesicular Disease being confirmed by the Ministry during the Period of Insurance the Company will indemnify the Insured for consequential loss of income based upon the lower of:

- i 25 per cent of the total sum paid by the Ministry for the pigs slaughtered, or
- ii the Sum Insured as stated in the Schedule.

**Definitions****Closed Herd**

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

**Swill or Waste Food**

- a Any meat any other part of the carcass of any livestock or poultry or any produce derived therefrom hatchery waste eggs or eggshells
- b any broken or waste foodstuffs (including table or kitchen refuse scraps or waste)

but does not include meal manufactured from protein originating from animals or poultry.

**Exceptions**

This insurance does not cover Damage:

- i arising in connection with any pigs sent for shows, sales or export
- ii where any pigs in the herd have been:
  - a bought in the open market, or
  - b fed Swill or Waste Food.

**Special Provision**

The Special Condition of Average is not applicable to this cover and is replaced by the following:

If the Sum Insured shall at the commencement of any loss be less than 25 per cent of the total value of pigs the Insured will be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly.

**Special Condition**

The Insured shall produce evidence of the compensation received in respect of the slaughter of the pigs before any payment shall be made by the Company.

### I Contraction of Swine Fever

If any of the Livestock at the Premises are slaughtered by order of the Ministry during the Period of Insurance the Company will indemnify the Insured by payment of:

- i the difference between the Statutory Compensation paid or payable and the Market Value immediately prior to such Test, and
- ii the lower of 25 per cent of:
  - a the statutory compensation paid or payable, or
  - b the value of Livestock before slaughter.

#### Definitions

##### Swill or Waste Food

- a Any meat any other part of the carcass of any livestock or poultry or any produce derived therefrom hatchery waste eggs or eggshells
- b any broken or waste foodstuffs (including table or kitchen refuse scraps or waste)

but does not include meal manufactured from protein originating from animals or poultry.

#### Exceptions

This insurance does not cover Damage:

- i arising in connection with any pigs sent for shows, sales or export
- ii where any pigs in the herd have been
  - a bought in the open market, or
  - b fed Swill or Waste Food.

#### Special Condition

The Insured shall produce evidence of the compensation received in respect of the slaughter of the pigs before any payment shall be made by the Company.

### m Tuberculin Testing Movement Restriction

In the event of the Ministry imposing a restriction on the movement of Livestock due to a reaction to Tuberculin Testing the Company will pay to the Insured the Sum Insured for each complete week in excess of 13 weeks that the Premises are within an area subject to such movement restriction up to a maximum of 52 weeks for any one reaction.

The amount payable shall be increased by 25 per cent after the first 26 weeks of payment under this cover.

#### Special Provision

The Special Condition of Average is not applicable to this cover.

### n Reaction to Herd Tuberculin Test - Annual Testing

If any Livestock at the Premises are certified by the Ministry as either Reactors or Dangerous Contacts as a result of a Test during the Period of Insurance and such livestock are slaughtered in accordance with the legal provisions relating to the eradication of bovine tuberculosis or the provisions relating to the Deer Health Scheme the Company will pay to the Insured:

- i the difference between the statutory compensation paid or payable and the Market Value immediately prior to such Test, and
- ii the lower of 25 per cent of:
  - a the statutory compensation paid or payable, or
  - b the value of Livestock before slaughter.

#### Definitions

##### Reactor

An animal which is certified as having given a positive reaction to a Test.

##### Dangerous Contacts

An animal which has not given a positive reaction to a Test but is certified by the Ministry as having been in close contact with Reactors and as such has to be slaughtered.

##### Test

A test for the presence of tuberculosis arranged or authorised by the Ministry on all or any of the Livestock.

#### Special Conditions

##### 1 Frequency of Routine Testing

The premium for this disease reflects the frequency of routine testing in the Insured's herds. If at the time of a Test giving rise to a claim routine testing is being carried out more frequently than the testing frequency stated in the Schedule the Company will be liable for only that proportion of the amount otherwise payable that the rate of premium actually charged bears to the rate of premium which would have been charged if the testing frequency had been correctly stated.

This Special Condition will not apply to a change in testing frequency during the Period of Insurance in which such a change takes place.

- 2 i** The Insured shall as soon as it becomes available produce documentary evidence from the Ministry and full particulars in respect of:
- a** slaughter of any Livestock Insured
  - b** compensation paid
  - c** Reactors identified in the herd
- under the provisions of any Government Scheme before any payment shall be made by the Company.
- ii** A professional valuation shall be carried out at the expense of the Insured before the slaughter of any animal for which the value exceeds £1,000.
- iii** Submission of:
- i** such evidence and particulars
  - ii** the professional valuation if applicable
- shall constitute evidence of a claim and shall be used as the basis of settlement.

#### **o Reaction to Herd Tuberculin Test - Biennial Testing**

If any Livestock at the Premises are certified by the Ministry as either Reactors or Dangerous Contacts as a result of a Test during the Period of Insurance and such Livestock are slaughtered in accordance with the legal provisions relating to the eradication of bovine tuberculosis or the provisions relating to the Deer Health Scheme the Company will pay to the Insured:

- a** the difference between the statutory compensation paid or payable and the Market Value immediately prior to such Test, and
- b** the lower of 25 per cent of:
  - i** the statutory compensation paid or payable, or
  - ii** the value of Livestock before slaughter

#### **Definitions**

##### **Reactor**

An animal which is certified as having given a positive reaction to a Test

##### **Dangerous Contacts**

An animal which has not given a positive reaction to a Test but is certified by the Ministry as having been in close contact with Reactors and as such has to be slaughtered

##### **Test**

A test for the presence of tuberculosis arranged or authorised by the Ministry on all or any of the Livestock

#### **Special Conditions**

##### **1 Frequency of Routine Testing**

The premium for this disease reflects the frequency of routine testing in the Insured's herds. If at the time of a Test giving rise to a claim routine testing is being carried out more frequently than the testing frequency stated in the Schedule the Company will be liable for only that proportion of the amount otherwise payable that the rate of premium actually charged bears to the rate of premium which would have been charged if the testing frequency had been correctly stated

This Special Condition will not apply to a change in testing frequency during the Period of Insurance in which such a change takes place.

- 2 i** The Insured shall as soon as it becomes available produce documentary evidence from the Ministry and full particulars in respect of:
- a** slaughter of any Livestock Insured
  - b** compensation paid
  - c** Reactors identified in the herd
- under the provisions of any Government Scheme before any payment shall be made by the Company.
- ii** A professional valuation shall be carried out at the expense of the Insured before the slaughter of any animal for which the value exceeds £1,000.
- iii** Submission of:
- i** such evidence and particulars
  - ii** the professional valuation if applicable
- shall constitute evidence of a claim and shall be used as the basis of settlement.



#### p Reaction to Herd Tuberculin Test - Triennial Testing

If any Livestock at the Premises are certified by the Ministry as either Reactors or Dangerous Contacts as a result of a Test during the Period of Insurance and such livestock are slaughtered in accordance with the legal provisions relating to the eradication of bovine tuberculosis or the provisions relating to the Deer Health Scheme the Company will pay to the Insured:

- a the difference between the statutory compensation paid or payable and the Market Value immediately prior to such Test, and
- b the lower of 25 per cent of:
  - i the statutory compensation paid or payable, or
  - ii the value of Livestock before slaughter.

#### Definitions

##### Reactor

An animal which is certified as having given a positive reaction to a Test

##### Dangerous Contacts

An animal which has not given a positive reaction to a Test but is certified by the Ministry as having been in close contact with Reactors and as such has to be slaughtered

##### Test

A test for the presence of tuberculosis arranged or authorised by the Ministry on all or any of the Livestock

#### Special Conditions

##### 1 Frequency of Routine Testing

The premium for this disease reflects the frequency of routine testing in the Insured's herds. If at the time of a Test giving rise to a claim routine testing is being carried out more frequently than the testing frequency stated in the Schedule the Company will be liable for only that proportion of the amount otherwise payable that the rate of premium actually charged bears to the rate of premium which would have been charged if the testing frequency had been correctly stated.

This Special Condition will not apply to a change in testing frequency during the Period of Insurance in which such a change takes place.

- 2 i The Insured shall as soon as it becomes available produce documentary evidence from the Ministry and full particulars in respect of:
  - a slaughter of any Livestock Insured
  - b compensation paid

- c Reactors identified in the herd

under the provisions of any Government Scheme before any payment shall be made by the Company.

- ii A professional valuation shall be carried out at the expense of the Insured before the slaughter of any animal for which the value exceeds £1,000.
- iii Submission of:
  - i such evidence and particulars
  - ii the professional valuation if applicable
 shall constitute evidence of a claim and shall be used as the basis of settlement.

#### q Full Mortality and Infertility on Specified Bulls

In the event of any accident illness or disease (except any notifiable disease as detailed in the Animal Health Act 1981 or amending legislation) at the Premises resulting in the death of any bull specified in the Schedule during the Period of Insurance or within 30 days following the Expiry Date as a result of any accident sustained or illness or disease contracted during the Period of Insurance the Company will pay to the Insured the Market Value of the animal or the Sum Insured whichever is the less. Unless waived by the Company, the Insured must arrange for a veterinary surgeon to certify the cause of death if necessary by post mortem examination. In the event of the animal becoming permanently infertile or impotent or being permanently incapable of natural service as a result of accident sustained or illness or disease contracted during the Period of Insurance the Company will pay the Insured the Market Value of the animal or the Sum Insured whichever is the less.

The Sum Insured and purpose for which the animal is kept shall be as stated in the Schedule

##### Special Condition

No animal shall be removed permanently from the Premises or used other than for the purpose of use as stated in the Schedule without the written consent of the Company.

**r Full Mortality on Specified Bulls**

In the event of any accident illness or disease (except any notifiable disease as detailed in the Animal Health Act 1981 or amending legislation) at the Premises resulting in the death of any animal specified in the Schedule during the Period of Insurance or within 30 days following the Expiry Date as a result of any accident sustained or illness or disease contracted during the Period of Insurance the Company will pay to the Insured the Market Value of the animal or the Sum Insured whichever is the less. Unless waived by the Company, the Insured must arrange for a veterinary surgeon to certify the cause of death if necessary by post mortem examination.

The Sum Insured and purpose for which the animal is kept shall be as stated in the Schedule

**Special Condition**

No animal shall be removed permanently from the Premises or used other than for the purpose of use as stated in the Schedule without the written consent of the Company.

**s Full Mortality on Specified Cows (excluding parturition risks)**

In the event of any accident illness or disease (except any notifiable disease as detailed in the Animal Health Act 1981 or amending legislation) at the Premises resulting in the death of any cow specified in the Schedule during the Period of Insurance or within 30 days following the Expiry Date as a result of any accident sustained or illness or disease contracted during the Period of Insurance the Company will pay to the Insured the Market Value of the animal or the Sum Insured whichever is the less. Unless waived by the Company, the Insured must arrange for a veterinary surgeon to certify the cause of death if necessary by post mortem examination. The Company shall not be liable in respect of loss resulting from parturition or its consequences or as a result of the animal's pregnant condition.

The Sum Insured and purpose for which the animal is kept shall be as stated in the Schedule.

**Special Condition**

No animal shall be removed permanently from the Premises or used other than for the purpose of use as stated in the Schedule without the written consent of the Company.

**t Full Mortality on Specified Cows (including parturition risks)**

In the event of any accident illness disease (except any notifiable disease as detailed in the Animal Health Act 1981 or amending legislation) or parturition risks at the Premises resulting in the death of any cow specified in the Schedule during the Period of Insurance or within 30 days following the Expiry Date as a result of any accident sustained illness or disease contracted or parturition risk during the Period of Insurance the Company will pay the Insured the Market Value of the animal or the Sum Insured whichever is the less. Unless waived by the Company, the Insured must arrange for a veterinary surgeon to certify the cause of death if necessary by post mortem examination.

The Sum Insured and purpose for which the animal is kept shall be as stated in the Schedule

**Special Condition**

No animal shall be removed permanently from the Premises or used other than for the purpose of use as stated in the Schedule without the written consent of the Company.

**u Full Mortality on Specified Rams**

In the event of any accident illness or disease at the Premises resulting in the death of any ram specified in the Schedule during the Period of Insurance or within 30 days following the Expiry Date as a result of any accident sustained or illness or disease contracted during the Period of Insurance the Company will pay to the Insured the Market Value of the animal or the Sum Insured whichever is the less. Unless waived by the Company, the Insured must arrange for a veterinary surgeon to certify the cause of death if necessary by post mortem examination.

The Sum Insured and purpose for which the animal is kept shall be as stated in the Schedule.

**Special Condition**

No animal shall be removed permanently from the Premises or used other than for the purpose of use as stated in the Schedule without the written consent of the Company.

**v Vendors Guarantee**

The insurance in respect of any animal specified in the Schedule is restricted to the Insured's liability under the Breeding Warranty contained in either the Breed Society's Auction Rules or Livestock Auctioneers Association Rules or any similar rules applying at the point and date of sale. The Insured must give immediate notice to the Company if the animal is suspected of being infertile or incapable of getting stock.

# Sections 4, 5 & 6 | Employers' Liability, Public Liability & Products Liability

The Company will subject to the Indemnity Limits stated in Sections 4, 5 and 6 indemnify the Insured against:

- 1 **a** all sums which the Insured shall become legally liable to pay as damages (including interest thereon), and
  - b** claimants' costs and expenses
 in respect of the Occurrences stated in Sections 4, 5 and 6
- 2 all costs and expenses incurred by the Insured with the Company's written consent in defending any claim
- 3 the solicitor's fees incurred with the Company's written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any Occurrence which may be the subject of indemnity under these Sections or at any coroner's inquest or fatal accident inquiry.

## Definitions

### Bodily Injury

Bodily injury death disease illness mental injury mental anguish or nervous shock

### Property

Material property.

### Territorial Limits

Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### Craft

Any vessel or craft made or intended to float on or in or travel through water air or space.

### Products Supplied

Any goods (including their containers packaging labelling and instructions for use) manufactured sold supplied hired out repaired renovated serviced altered erected installed or treated by or on behalf of the Insured in connection with the Business and no longer in the charge or control of the Insured.

### Pollution or Contamination

- a** All pollution or contamination of buildings or other structures or of water or land or the atmosphere, and
- b** all Damage or Bodily Injury directly or indirectly caused by such pollution or contamination.

## Interpretations

**The Insured** - shall include:

- a** personal representatives of the Insured in the event of the death of the Insured but only in respect of liability incurred by the Insured

**b** if the Insured so requests:

- i** any director partner or Employee of the Insured while acting in connection with the Business provided that the Insured would have been entitled to indemnity under the respective Section if the claim had been made against the Insured
- ii** any officer or member of the Insured's canteen sports social or welfare organisations and fire security first aid medical and ambulance services in his/her respective capacity as such

Provided that such persons shall observe fulfil and be subject to the terms conditions Exclusions and limits of each Section in so far as they can apply.

**The Business** - shall include:

- a** the ownership repair maintenance and decoration of the Premises
- b** private work undertaken by any Employee of the Insured for the Insured or with the Insured's consent for any director, partner or other Employee of the Insured
- c** the provision and management of canteen sports social and welfare organisations for the benefit of Employees and fire, security, first aid medical and ambulance services.

## Special Conditions

### 1 Costs Inclusive in U.S.A. and Canada

Where indemnity is provided by Sections 5 and/or 6 for liability in respect of Occurrences in the United States of America or Canada or their dependencies or trust territories the Indemnity Limit stated in the Schedule shall be the maximum amount payable by the Company inclusive of all costs and expenses.

### 2 Contractual Liability

In so far as concerns liability assumed by the Insured under agreement which would not have attached in the absence of such agreement Sections 4 and 5 will only apply if the Company retains sole conduct and control of any claim.

Section 6 will not apply to liability assumed by the Insured under agreement other than under any condition or warranty of goods implied by law unless such liability would have attached in the absence of such agreement.

### 3 Jurisdiction

The indemnity provided by Sections 4 5 and 6 will not apply to any action for damages brought against the Insured in any court outside the European Union.

# Section 4 | Employers' Liability

## Definitions

### Occurrence

Bodily Injury caused to any Employee of the Insured occurring anywhere in the Territorial Limits during the Period of Insurance and arising out of and in the course of employment or engagement of such person by the Insured in the Business.

### Indemnity Limit

The Company's liability (inclusive of all costs and expenses payable) under this Section in respect of any one Occurrence or series of Occurrences arising out of any one original cause shall not exceed the Indemnity Limit stated in the Schedule.

## Special Conditions

- 1 The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain Northern Ireland the Channel Islands and the Isle of Man but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law.
- 2 If this Policy or Section is cancelled any certificate of Employers' Liability insurance is similarly cancelled from the same date.

## Exclusions

The Company shall not be liable under this Section in respect of Bodily Injury:

- 1 caused to any Employee (other than the driver) being carried in or upon a vehicle or entering or getting onto or alighting from a vehicle where such Bodily Injury is caused by or arises out of the use by the Insured of a vehicle on a road. For the purpose of this Exclusion the expressions "vehicle" "use" and "road" shall have the same meanings as in Part VI of the Road Traffic Act 1988
- 2 arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.

# Section 5 | Public Liability

## Definitions

### Occurrences

- 1 Accidental Bodily Injury to any person
- 2 Accidental Damage to Property
- 3 Obstruction, trespass, nuisance or interference with any easement of air, light, water or right of way
- 4 Wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy

occurring within the Territorial Limits during the Period of Insurance and happening in connection with the Business.

### Indemnity Limit

The Company's liability under this Section for all damages (including interest thereon) payable in respect of any one Occurrence or series of Occurrences arising out of any one event shall not exceed the Indemnity Limit stated in the Schedule.

### Excesses

The Company shall not be liable for the first amount of each and every claim under this Section in respect of the following damage occurring elsewhere than at the Premises:

- a Damage to Property other than as described in paragraphs b and c below
- b Damage to Property arising out of the application of heat or the heating of bitumen or similar bituminous compounds
- c Damage to underground pipes and cables

shown as Excesses A, B and C respectively in Section 5 of the Schedule.

### Exclusions

The Company shall not be liable under this Section in respect of:

- 1 the cost of replacing or making good faulty defective or incorrect
  - a workmanship
  - b materials goods or other property supplied installed or erected by or on behalf of the Insured
- 2 liability arising from advice design formula or specification provided by or on behalf of the Insured for a fee or in circumstances where a fee would normally be charged
- 3 liability for Bodily Injury caused to any Employee of the Insured arising out of and in the course of such person's employment or engagement by the Insured in the Business

- 4 liability for Damage to Property belonging to or in the charge or under the control of the Insured but this Exclusion shall not apply to directors' partners' Employees' or visitors' property or any premises (including contents) which are temporarily occupied by the Insured for the purpose of work in connection with the Business (not being buildings which are owned by or leased rented or hired to the Insured)
- 5 liability caused by or arising from the ownership possession or use by or on behalf of the Insured of any:
  - a Craft other than hand propelled watercraft
  - b mechanically propelled vehicle (or trailer attached thereto) licensed for road use other than liability caused by or arising from:
    - i the use of plant as a tool of trade on site or at the Premises in connection with the Business of Farmer
    - ii the loading or unloading of such vehicle
    - iii the movement of any such vehicle not the property of the Insured which is interfering with the performance of the Business

but this indemnity shall not apply if in respect of such liability compulsory insurance or security is required under any legislation governing the use of the vehicle
- 6 liability arising out of Products Supplied other than:
  - a food or drink sold or supplied for consumption by the Insured's directors partners Employees or visitors
  - b the disposal of furniture and office equipment originally intended solely for use by the Insured in connection with the Business and which is no longer required for that purpose
- 7 liquidated damages fines or penalties
- 8 punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages



**9** all liability in respect of Pollution or Contamination other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one Period of Insurance provided that:

- a** all Pollution or Contamination which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
- b** the liability of the Company for all damages (including interest thereon) payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the Pollution Indemnity Limit stated in Section 5 of the Schedule
- c** this Exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories

**10** all liability in respect of Pollution or Contamination occurring in the United States of America and/or Canada and/or their dependencies or trust territories

**11** liability arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform

**12** liability arising out of crop spraying on premises or land not occupied or used by the Insured in connection with the Business unless specified in the Schedule

**13** liability arising out of:

- a** the supply use or production of any genetically produced crops or organisms
- b** damage caused by the dissemination spread or threat thereof of genetically modified crops or organisms
- c** any change to the environment arising from research testing or production of genetically modified crops or organisms.

## Use of Heat Condition

It is a condition precedent to the liability of the Company that the undernoted precautions shall be complied with whenever the following equipment is used anywhere other than on The Insured's premises.

### a Blow Lamps or Blow Torches

- i** The area in which the equipment is to be used is cleared of loose combustible material
- ii** lighted blow lamps or blow torches are continuously attended and extinguished immediately after use
- iii** blow lamps are filled only in the open
- iv** a suitable multi-purpose fire extinguisher is kept available for immediate use within close proximity of the area in which the equipment is to be used
- v** a thorough examination is made in and about the area in which the work has been undertaken immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day.

### b Welding or Flame Cutting Equipment

- i** The area in which the equipment is to be used is cleared of loose combustible material
- ii** other combustible material including floors in the area in which the equipment is to be used is covered with overlapping sheets of incombustible material
- iii** lighted welding or flame cutting equipment is continuously attended and extinguished immediately after use
- iv** before applying heat to metal work built into or projecting through walls, partitions, ceilings or floors examination is made to ensure that the other side of the metal work is not in hazardous proximity to combustible material which may be ignited by direct or conducted heat
- v** a suitable multi-purpose fire extinguisher is kept available for immediate use within close proximity of the area in which the equipment is to be used
- vi** a thorough examination is made in and about the area in which the work has been undertaken including behind walls, partitions, ceilings or floors immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day.

### c Vessels for Heating of Bitumen or Bituminous Compounds

- i** Such vessels are continuously attended and used only in the open whilst heating is taking place
- ii** if used on a roof or within a building such vessels shall be placed on a flat surface of non-combustible material.



# Section 6 | Products Liability

## Definitions

### Occurrences

- 1 Accidental Bodily Injury to any person
- 2 Accidental Damage to Property

occurring anywhere in the world during the Period of Insurance and caused by any Products Supplied in or from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### Indemnity Limit

The Company's liability under this Section for all damages (including interest thereon) payable in respect of all Occurrences during any one Period of Insurance shall not exceed the Indemnity Limit stated in the Schedule.

### Exclusions

The Company shall not be liable under this Section in respect of:

- 1 Damage to or the cost of repair, alteration, replacement, removal or recall of any Products Supplied which give rise to a claim hereunder or any refund for such Products Supplied
- 2 liability arising from advice design formula or specification provided by or on behalf of the Insured for a fee or in circumstances where a fee would normally be charged
- 3 liability for Bodily Injury caused to any Employee of the Insured arising out of and in the course of such person's employment or engagement by the Insured in the Business
- 4 liability caused by or arising from Property in the Insured's charge or control
- 5 Products Supplied which to the knowledge of the Insured are to be used as a critical part in connection with the flying or navigation of any aircraft, spacecraft, rocket missile or satellite
- 6 liquidated damages fines or penalties
- 7 punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages
- 8 all liability in respect of Pollution or Contamination other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one Period of Insurance provided that:
  - a all Pollution or Contamination which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
  - b the liability of the Company for all damages (including interest thereon) payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the Pollution Indemnity Limit stated in Section 6 of the Schedule
  - c this Exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories
- 9 all liability in respect of Pollution or Contamination occurring in the United States of America and/or Canada and/or their dependencies or trust territories
- 10 Products Supplied which to the knowledge of the Insured are exported to the United States of America and/or Canada and/or their dependencies or trust territories unless otherwise agreed by the Company.
- 11 liability arising out of:
  - a the supply use or production of any genetically produced crops or organisms
  - b damage caused by the dissemination spread or threat thereof of genetically modified crops or organisms
  - c any change to the environment arising from research testing or production of genetically modified crops or organisms.

## Extensions applicable to Sections 4, 5 and 6

### A Court Attendance Costs

In the event of any of the undernoted persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will pay compensation to the Insured at the following rates per day for each day on which attendance is required:

a	any director or partner of the Insured	£500
b	any Employee	£250

### B Health and Safety at Work etc. Act 1974

The Company will indemnify the Insured and at the Insured's request any director partner or Employee of the Insured against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the Business during the Period of Insurance. The Company will also pay the costs incurred with its written consent in appealing against any judgement given.

Provided that this indemnity shall not apply to the payment of fines or penalties.

### C Corporate Manslaughter and Corporate Homicide Act 2007

The Company will indemnify the Insured against legal costs and expenses incurred with the Companys' prior written consent in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to be committed in the course of the Business during the Period of Insurance

Provided that:

- a the Companys' liability under this Extension shall be limited to a maximum amount of £1,000,000 in respect of any Occurrence in the aggregate in any one Period of Insurance
- b this Extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c the Company must consent in writing to the appointment of any solicitor or counsel acting on behalf of the Insured
- d the Insured shall immediately notify the Company of receipt of any summons or other process served upon the Insured which may give rise to proceedings arising from the cover under this Extension
- e before the Company consents to any appeal proceedings costs the counsel must have been advised there is a strong possibility the appeal will be successful.

Any information in support of this assertion requested by the Company shall be supplied by the Insured

It is understood the Company will have no liability under this Extension:

- a If the Insured has committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide
- b for any fines or penalties of any kind
- c where the Insured can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide from any other source or insurance or where but for the existence of the Extension the Insured would have obtained indemnity from any other source or insurance.

### Extension applicable to Section 4 only

#### D Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any Employee or the personal representatives of any Employee in respect of Bodily Injury caused to the Employee during any Period of Insurance and occurring in connection with the Business against any person or company operating from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in any court situate in these territories and remaining unsatisfied in whole or in part six months after the date of such judgement the Company will at the Insured's request pay to the Employee or the personal representatives of the Employee the amount of such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- a there is no appeal outstanding
- b if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgement to the Company.

#### E Work Overseas

The indemnity provided shall extend to apply in respect of liability for Bodily Injury caused to an Employee whilst temporarily engaged in work outside the Territorial Limits.

Provided that such Employee is ordinarily resident within the Territorial Limits.

## Extension applicable to Sections 4 and 5 only

### F Indemnity to Principals

The Company will at the request of the Insured indemnify any principal to the extent required by the contract between the Insured and the principal in respect of liability arising from the performance of work by the Insured for such principal.

Provided that:

- a the Company shall retain sole conduct and control of any claim
- b the principal shall observe fulfil and be subject to the terms conditions Exclusions and limits of each Section in so far as they can apply.

## Extensions applicable to Section 5 only

### G Defective Premises Act 1972

The Company will indemnify the Insured under Section 5 of this Policy in respect of liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land disposed of by the Insured but excluding:

- a the cost of rectifying any Damage or defect in the premises or land disposed of
- b liability for which the Insured is entitled to indemnity under any other policy.

### H Leased or Rented Premises

Exclusion 4 of Section 5 shall not apply to liability for accidental Damage to any premises (including their fixtures and fittings) leased rented or hired to the Insured.

Provided that the Company shall not be liable for Damage by any cause against which the lease or tenancy agreement stipulates that insurance shall be effected by the lessee or tenant.

### I Member to Member Liability

Section 5 is extended to indemnify any member of the Insured's sports or social organisations in respect of liability for accidental Bodily Injury or Damage to Property sustained by fellow members of such organisations while engaged in the activities of such organisations.

### J Motor Contingent Liability

Despite Exclusion 5 of Section 5 the Company will indemnify the Insured in respect of liability arising out of the use of any motor vehicle not belonging to or provided by the Insured and being used in the course of the Business anywhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man excluding:

- a Damage to the vehicle
- b liability arising whilst the vehicle is being driven:
  - i by the Insured
  - ii with the general consent of the Insured or a representative of the Insured by any person who to the knowledge of the Insured or such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- c to liability which is insured or would but for the existence of Section 5 be insured under any other insurance.

### K Overseas Personal Liability

Section 5 is extended to indemnify The Insured and at The Insured's request any director partner or Employee of The Insured or any family member accompanying them while temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with The Business against legal liability as insured under this Section incurred in a personal capacity.

Provided that this indemnity shall not apply:

- a to liability arising out of the ownership or tenure of any land or building
- b where indemnity is provided by any other insurance.

### L Work Overseas

The indemnity provided shall extend to apply

- a within any member country of the European Union outside the Territorial Limits where any person is temporarily engaged on the Business of the Insured
- b elsewhere in the world where any person is temporarily engaged in non-manual work in connection with the Business of the Insured.

## Extensions applicable to Sections 5 and 6 only

### M Cross Liabilities

Where the Insured comprises more than one party the Company will treat each party as the Insured as if a separate Policy had been issued to each provided that nothing in this Extension will increase the liability of the Company beyond the amount for which the Company would have been liable had this Extension not applied.

## N Data Protection Act 1998

The Company will indemnify the Insured and at the Insured's request any director partner or Employee of the Insured against the sums which the Insured or any director partner or Employee of the Insured become(s) legally liable to pay as damages under Section 13 of the Data Protection Act 1998 for Damage or distress caused in connection with the Business during the Period of Insurance provided that the Insured is:

- a a registered user in accordance with the terms of the Act
- b not in business as a computer bureau.

The total amount payable including all costs and expenses under this Extension in respect of all claims occurring during any one Period of Insurance is limited to £250,000.

The indemnity provided by this Extension shall not apply to:

- i any Damage or distress caused by any deliberate act or omission by the Insured the result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
- ii any Damage or distress caused by any act of fraud or dishonesty
- iii the costs and expenses of rectifying rewriting or erasing data
- iv liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
- v the payment of fines or penalties.

## O Obstructing Vehicles

Where any vehicle is causing an obstruction and interfering with the performance of the Business the Company will provide indemnity against legal liability for accidental Bodily Injury or Damage to property arising from the movement of such vehicle by the Insured or an Employee of the Insured or the application of a wheel clamp to the vehicle provided that:

- a if such obstructing vehicle is being moved on a road as defined within Part VI of the Road Traffic Act 1988 such use will be restricted solely to the minimum movement of the vehicle required to obtain access to or exit from the Insured's premises
- b if a wheel clamp is attached to a vehicle a bold warning notice to this effect will be attached to the windscreen of such vehicle

This indemnity will not apply in circumstances where it is compulsory for the Insured to insure or provide security as a requirement of any road traffic legislation.

## Extension applicable to Section 6 only

### P Consumer Protection and Food Safety Acts

The Company will indemnify the Insured and at the Insured's request any director partner or Employee of the Insured against legal costs and expenses incurred with the Company's written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings brought for a breach of:

- a Part 2 of the Consumer Protection Act 1987, or
- b Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed in the course of the Business during the Period of Insurance

Provided that this indemnity shall not apply to

- i payment of fines or penalties
- ii proceedings or appeals in respect of any deliberate act or omission by the Insured
- iii costs or expenses insured by any other policy.

### Special Extension applicable to Section 4 only where specifically noted in the Schedule as being applicable

#### Q Agricultural Wages Act

In the event of the Insured being required under the provisions of the Agricultural Wages Act 1948 (or amending legislation) to pay sick-pay (as defined in such legislation) to any Employee the Company will settle claims on the basis of the Insured's responsibilities under the Agricultural Wages Orders made by the Governing Board.

### Special Extension applicable to Section 5

#### R Environmental Statutory Clean Up Costs Extension

This Section extends to indemnify the Insured against all sums including Regulatory Debts which the Insured shall become legally liable to pay in respect of Remediation or Clean Up costs arising from Environmental Damage caused by Pollution or Contamination where such liability arises under an environmental directive statute or statutory instrument

Provided always that:

- a liability arises from Pollution or Contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one Period of Insurance provided that all Pollution or Contamination which

arises out of any one incident shall be deemed to have occurred at the time such incident takes place

- b** The Company's liability for all damages (including interest thereon and inclusive of all costs and expenses payable) under this Extension in respect of any one Occurrence or series of Occurrences arising out of any event and in the aggregate in any one Period of Insurance shall not exceed £1,000,000
- c** The Company's liability (inclusive of all costs and expenses payable) under this Section in respect of any one Occurrence or series of Occurrences arising out of any event and in the aggregate shall not exceed the Pollution Indemnity Limit stated in the Schedule
- d** The Company shall not be liable in respect of:
  - i** Remediation or Clean Up costs for damage to the Insured's land premises watercourse or body of water whether owned leased hired tenanted or otherwise in the Insured's care custody or control
  - ii** primary complementary or compensatory Remediation costs for Damage to the Insured's land premises watercourse or body of water whether owned leased hired tenanted or otherwise in the Insured's care custody or control
  - iii** removal of any risk of an adverse effect on human health on the Insured's land premises watercourse or body of water whether owned leased hired tenanted or otherwise in the Insured's care custody or control
  - iv** costs in achieving an improvement or alteration in the condition of the land atmosphere or watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
  - v** costs for prevention of imminent threat of Environmental Damage where such costs are incurred without there being Pollution or Contamination caused by a sudden identifiable unintended and unexpected incident
  - vi** costs for the reinstatement or reintroduction of biota special species and natural habitats
  - vii** fines or penalties of any kind

For the purposes of this Extension, the following definitions apply:

### Environmental Damage

Impact on biodiversity – land, air, water, groundwater, drinking water supplies and fish, wildlife, biota (combined flora and fauna) and their habitats, excluding special species and natural habitats.

### Regulatory Debts

Clean Up costs for Remediation of Insured's own sites and Third Party sites

### Clean Up

Clean Up shall mean:

- a** Testing for or monitoring of Pollution or Contamination
- b** Cleaning up removing containing treating detoxifying or neutralising Pollution or Contamination

### Remediation

Remedying the effects of Pollution or Contamination



# Section 7 | Loss of Business Money

The Company will indemnify the Insured for accidental Damage by any cause not excluded to Money and Non-negotiable Currency as defined below in any of the Situations during the Period of Insurance.

Provided that the liability of the Company shall in no case exceed the Maximum Amounts stated in the Schedule.

## Definitions

### Money

Cash, bank and treasury notes, cheques and girocheques (other than blank or partly completed cheques and girocheques), travellers cheques, bills of exchange bankers drafts, giro drafts, postal orders, money orders, premium bonds, current postage and revenue stamps, trading stamps, national insurance stamps (whether affixed to cards or otherwise), national savings and holiday with pay stamps, gift tokens, luncheon vouchers, phone cards, consumer redemption vouchers and travel tickets all belonging to the Insured or for which responsibility has been accepted by the Insured.

### Non-negotiable Currency

Crossed cheques, crossed girocheques, crossed bankers drafts, crossed giro drafts, crossed postal and crossed money orders, national savings certificates, premium bonds, unexpired units in franking machines, stamped national insurance cards, credit card sales vouchers, debit card sales vouchers, VAT purchase invoices all belonging to the Insured or for which responsibility has been accepted by the Insured.

## Situations

### a Transit/Contract Sites

In transit in the custody of the Insured or any authorised person acting on behalf of the Insured or by registered post or at any of the Insured's contract sites while the Insured's Employees are working at such sites.

### b Bank Night Safe

In a bank night safe.

### c Premises During Business Hours

In the Premises during Business Hours.

### d Premises Outside Business Hours In Safe

In a locked safe (details of which are lodged with the Company) in an enclosed building at the Premises outside Business Hours.

### e Premises Outside Business Hours Not In Safe

Not in a locked safe or locked till in an enclosed building at the Premises outside Business Hours.

### f Travellers/Collectors

In the custody of travellers and collectors for a maximum period of 24 hours but not in private dwellings.

### g Private Dwellings

In the private dwelling of the Insured or any authorised Employee of the Insured.

## Extensions

The insurance provided by this Section extends to include the following:

### A Damage to Safes

Damage to

- a any safe strongroom or franking machine
- b any container or waistcoat whilst being used for carrying Money or Non-negotiable currency

resulting from theft or attempted theft of Money up to an amount not exceeding the cost of repair or replacement

### B Damage to Clothing

Damage to clothing and personal effects belonging to the Insured or any partner director or Employee of the Insured resulting from theft or attempted theft of Money up to an amount not exceeding £500 any one person.

### C Credit Cards

The Company will indemnify the Insured for any amount for which the Insured becomes liable under the terms of issue of any bank charge credit debit or cash card used only in connection with the Business following fraudulent use by any unauthorised person. The liability of the Company shall not exceed £500 during any one Period of Insurance.

Provided that the Insured reports the loss to the issuing company immediately and to the police within 24 hours of discovering the loss and has complied with the conditions of issue of the card.

### D Cattle Passports

The Company will indemnify the Insured in respect of the cost of obtaining duplicate Cattle Passport documents following Damage. The liability of the Company shall not exceed £250,000 during any one Period of Insurance.



## Warranties

It is warranted that:

### 1 Money Records

a complete record of all Money and Non-negotiable Currency on the Premises be kept in a secure place other than in any safe or other receptacle containing the Money and Non-negotiable Currency

### 2 Safe Keys

Safe keys be removed to a secure place of safe keeping outside Business Hours

### 3 Safes

details of the safes used for containing Money be lodged with the Company

### 4 Transit Limits

Money (other than Non-negotiable Currency) in transit be accompanied by the following numbers of persons between the ages of 18 and 65:

Amount of money in transit at any one time	Accompaniment requirement
Up to £3,000	1 person
Over £3,000 up to £6,000	2 persons
Over £6,000 up to £12,000	3 persons
Over £12,000	Approved security company

### 5 Theft Protections

all fastenings and protections on the Premises at the commencement of this Insurance and all additional fastenings and protections which have been stipulated by the Company shall be maintained during the currency of this insurance and put into full and effective operation at all times outside Business Hours.

## Special Condition

The Insured shall take all reasonable care in the selection and supervision of Employees.

## Exclusions

The Company shall not be liable under this Section for loss:

- 1 arising from fraud or dishonesty of any partner director or Employee of the Insured and not discovered within fourteen working days of the occurrence of the loss
- 2 insured by a fidelity guarantee insurance except for any excess beyond the amount recoverable thereunder
- 3 from unattended motor vehicles
- 4 arising from the use of any form of payment which proves to be false or fraudulent for any reason
- 5 occurring outside the United Kingdom or the Republic of Ireland
- 6 due to errors omissions depreciation in value loss of market or consequential loss of any kind.

# Section 8 | Personal Accident (Assault)

In the event of Injury to any Insured Person whilst engaged on their occupation in the Business which within twenty-four months is the sole cause of any of the Results detailed below the Company will pay the Benefits stated in the Schedule to the Insured or at the Insured's request the Insured Person or their legal representative.

## Definitions

### Insured Person

The Insured or any partner director or Employee of the Insured aged not less than 16 years nor more than 75 years

### Injury

Accidental bodily injury caused solely and directly by violence occurring during theft or attempted theft of Money or Non-negotiable Currency (both as defined in Section 7) at any of the Situations described in Section 7 or of other property from the Premises during Business Hours.

## Results

- 1 Death which shall not be presumed by the disappearance of the Insured Person
- 2 Loss of Limbs and/or Loss of Sight
- 3 Permanent Total Disablement
- 4 Temporary Total Disablement
- 5 Temporary Partial Disablement
- 6 Incurred Medical Expenses

### Loss of Limbs

Physical separation of one or more hands or feet or permanent and total loss of use of one or more hands or feet.

### Loss of Sight

Total and irrecoverable loss of sight in one or both eyes.

### Permanent Total Disablement

Permanent disablement rendering the Insured Person unable to attend to their usual occupation not being disablement following Loss of Limbs or Loss of Sight.

### Temporary Total Disablement

Temporary disablement rendering the Insured Person unable to attend to their usual occupation.

### Temporary Partial Disablement

Temporary disablement rendering the Insured Person unable to attend to a substantial and essential part of their usual occupation.

## Medical Expenses

The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital nursing home and ambulance charges.

## Benefit Limitations

- a No further Benefit shall be payable to the same Insured Person after payment of any Benefit under Results 2 or 3.
- b Benefit under Result 3 is not payable before 104 weeks from the date of Injury nor following a payment of Benefit under Result 2.
- c Any Benefit paid under Result 4 shall be deducted from any Benefit thereafter becoming payable under Results 1, 2 or 3.
- d Benefit under Results 4 or 5 or any combination thereof is payable for a maximum of 104 weeks from the date of commencement of the first of these Results to occur.
- e Benefit under Result 5 is payable at a rate of 25% of the amount payable as Benefit under Result 4.
- f Benefit under Result 6 shall be reimbursement up to a sum of £500.

## Special Conditions

- 1 In the event of death the Company shall be entitled to have a post-mortem examination at its own expense.
- 2 In the event of disablement the Insured Person must immediately place himself under the care of a qualified medical practitioner and as often as may be required submit to medical examination at the Company's expense.
- 3 Benefit under Results 4 and 5 shall be payable when the total amount has been agreed or at the request of the Insured Person at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt of written notice of any Injury by the Company.
- 4 All certificates information and evidence required by the Company shall be furnished at the expense of the claimant under this Section and shall be in such form and of such nature as the Company shall prescribe.

## Exclusion

The Company shall not be liable under this Section in respect of any death or disablement attributable to or accelerated by pre-existing physical or mental condition.

# Section 9 | Personal Accident & Sickness

## Sickness cover is only applicable when stated in the Schedule

In the event of the Insured Person suffering any of the Results as a consequence of Accident in connection with private pursuits or the occupation of Farmer (unless the Section is extended accordingly) the Company will pay the Benefits stated in the Schedule to the Insured or at the Insured's request the Insured Person or their legal representative.

### Definitions

#### Insured Person

The Insured or any partner director or Employee of the Insured named in the Schedule aged not less than 16 years nor more than 70 years

#### Accident

Bodily injury caused solely and directly by violent accidental external and visible means which injury shall within one year of the happening of such injury and independently of any other cause be the sole cause of any of the Results.

#### Results

- 1 Death which shall not be presumed by the disappearance of the Insured Person
- 2 Loss of Limbs and/or Loss of Sight
- 3 Permanent Total Disablement
- 4 Temporary Total Disablement
- 5 Temporary Partial Disablement
- 6 Incurred Medical Expenses

#### Loss of Limbs

Physical separation of one or more hands or feet or permanent and total loss of use of one or more hands or feet.

#### Loss of Sight

Total and irrecoverable loss of sight in one or both eyes.

#### Permanent Total Disablement

Permanent disablement rendering the Insured Person unable to attend to their usual occupation not being disablement following Loss of Limbs or Loss of Sight.

#### Temporary Total Disablement

Temporary disablement rendering the Insured Person unable to attend to their usual occupation.

#### Temporary Partial Disablement

Temporary disablement rendering the Insured Person unable to attend to a substantial and essential part of their usual occupation.

#### Medical Expenses

The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital nursing home and ambulance charges.

#### Extension

(only applicable if specified in the Schedule as applicable)

The Company will pay the Benefit described in the Schedule in respect of Result 4 if the Insured Person is totally disabled from engaging in or attending to usual business as the result of sickness (but not mental illness) provided that the sickness is contracted in the United Kingdom, Europe, USA, Canada, Republic of South Africa, Australia or New Zealand.

#### Benefit Limitations

- a Compensation for Results 4 and 5 as a result of Accident shall:
  - i be payable for a period not exceeding 104 weeks
  - ii be payable when the total amount has been agreed or at the Insured Person's request at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt by the Company of written notice of the Accident by or on behalf of the Insured Person.
- b Compensation for Result 4 as a result of sickness shall:
  - i be payable for a period not exceeding the number of weeks shown in the Schedule
  - ii be payable when the total amount has been agreed or at the Insured Person's request at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt by the Company of written notice of the sickness by or on behalf of the Insured Person
- c When Benefit is payable in respect of Result 4 the Company will also make payment under Benefit 6 up to 15% of the total amount payable under Benefit 4.
- d Compensation shall not be payable for more than one of Results 1, 2 or 3 and when payable for one of those Results shall not be payable for Results 3 or 4 caused by the same Accident nor for any of the Results caused by any subsequent Accident.

**NOTE: Wages** – When the Benefit is on a wages basis the amount payable shall be based on the average weekly wage net of National Health and Income Tax contributions paid to the Insured Person in the 12 week period immediately preceding the date of the Accident or commencement of sickness. If the Insured Person has been employed by the Insured for less than 12 weeks the amount payable will be based on the average for the actual number of weeks employed.

## Special Condition

### Change in Circumstances

The Insured shall give immediate written notice to the Company of any change in the Business or in the business or duties or habits or pursuits of any Insured Person and pay any additional premium that may be required by the Company and before each renewal of this Section shall give written notice to the Company of any injury or disease with which any Insured Person has been or is affected and of which the Insured has become aware.

The Company shall not be bound to notice or be affected by any notice of trust charge or alienation relating to this Section and the Insured's receipt or that of the Insured's legal personal representatives shall in all cases effectually discharge the Company.

### Exclusions

The Company will not pay for:

- 1 any claim resulting from Accident or Sickness consequent upon:
  - a the Insured Person being in or on or entering into or descending from any aircraft other than a fully licensed passenger carrying aircraft in which the Insured Person is travelling as a passenger other than as a member of the crew and not for the purpose of undertaking any trade or technical or sporting activity therein or thereon.  
  
The expression "aircraft" shall mean any vessel craft or thing made or intended to float in or travel through the air other than a hovercraft
  - b the Insured Person engaging in:
    - i mountaineering or rock climbing necessitating the use of ropes or guides or potholing
    - ii winter sports outside the United Kingdom
    - iii or practising for speed or time trials, sprints or racing of any kind (other than on foot) or professional sport of any kind
  - c the Insured Person suffering from illness or disease not resulting from bodily injury or suffering from bodily injury due to any gradually operating cause
  - d the influence of intoxicating liquor or drugs taken by the Insured Person (other than for drugs taken under medical supervision **unless** for the treatment of drug or alcohol addiction) or insanity (whether temporary or otherwise) or any sexually transmitted or communicable disease

- e intentional self-injury, suicide or attempted suicide provoked assault fighting (except in bona fide self-defence) or wilful exposure to needless peril (except in an attempt to save human life)
- f stress, mental injury or mental anguish
- g or accelerated by any pre-existing physical or mental condition, prior to the effective date of the insurance or any subsequent renewal
- 2 for the first 14 days of any period of sickness
- 3 sickness which occurs within 21 days of the commencement of cover or contracted after the end of the Period of Insurance during which the Insured Person reaches the age of 65
- 4 any claim involving Acquired Immune Deficiency Syndrome (AIDS) or HIV.

# Section 10 | Farm Property in Transit

In the event of accidental Damage to Farm Property In Transit by the Method of Conveyance shown in the Schedule within the Territorial Limits during the Period of Insurance the Company will subject to the Limit of Liability pay the amount of the Damage or at its option replace or repair such property.

## Definitions

### Farm Property

Farming Equipment, Farming Stock and Agricultural Produce owned by or the responsibility of the Insured

### Territorial Limits

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland including sea or air transits between these territories.

### Method of Conveyance

- A** vehicles and trailers owned or operated by the Insured.
- B** carriers other than the Insured by means of road, rail or inland air freight.

### In Transit

- a** In respect of Method of Conveyance A:  
Whilst the Farm Property is being loaded upon carried by temporarily housed upon or being unloaded from the vehicle and concluding when the Farm Property has either been placed at the Premises or receipt acknowledged by the consignee. This shall include a period of temporary garaging not exceeding 30 days during the journey.
- b** In respect of Method of Conveyance B:  
Whilst the Farm Property is in the custody or control of the carrier until delivered to the consignee's premises and receipt acknowledged or in the case of return transit placed at the Insured's Premises. This shall include a period of temporary garaging not exceeding 30 days during the journey.

## Limit of Liability

The liability of the Company in respect of Damage arising out of one single event at any one location to any one load or combination of loads of Farm Property In Transit shall not exceed the sums insured stated in the Schedule.

## Excess

The Company shall not be liable for the first amount of each and every claim hereunder as stated in the Schedule.

## Average

Each Sum Insured by this Section is similarly but separately subject to Average as defined in the General Definitions.

## Specific Conditions

- 1** The Insured shall keep its motor vehicles in a good state of repair and in efficient roadworthy condition.
- 2** In respect of Method of Conveyance B the Insured shall obtain a receipt from the carrier for all the Farm Property sent and if requested by the Company produce it in the event of any claim.

## Extensions

In the event of accidental Damage to Farm Property In Transit for which the Company has admitted liability under this Section the Company will also pay for:

- a** Damage to packing materials protective sheeting ropes chains and toggles belonging to the Insured while being carried on the vehicle
- b** Damage to personal effects belonging to the driver and/or attendant whilst carried in any vehicle which is conveying Farm Property In Transit up to an amount not exceeding £500 per person
- c** Damage to Farm Property In Transit arising out of the use of any vehicle substituted by the Insured whilst their own vehicle is undergoing service or repair up to an amount not exceeding the Sum Insured applicable to the vehicle undergoing service or repair.
- d** the additional costs necessarily incurred in transferring Farm Property In Transit to any vehicle and/or carrying to the original destination or to the place of collection consequent upon fire or overturning or collision of the conveying vehicle subject to a limit of £2,500 any one loss.

## Reinstatement of Losses

Unless written notice to the contrary be given by either the Company or the Insured the insurance by this section shall not be reduced by the amount of any loss and the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the Expiry Date of the Period of Insurance.

## Exclusions

The Company shall not be liable under this Section for Damage to any Farm Property In Transit arising out of or attributable to:

- 1 wear and tear deterioration contamination mildew damp rust corrosion insect or vermin
- 2 inherent vice latent defect action of light or atmospheric or climatic conditions
- 3 spillage leakage evaporation loss of weight or shrinkage
- 4 mechanical and/or electrical derangement or breakdown
- 5 electrical or magnetic injury disturbance or erasure of electronic records
- 6 breakdown of refrigeration and/or insufficient insulation unless caused by or directly traceable to fire lightning or collision or overturning of the conveying vehicle
- 7 defective or inadequate packing or insufficient addressing
- 8 delay confiscation requisition embargo or nationalisation by order of the government or any public authority
- 9 theft or attempted theft from any unattended vehicle unless all doors windows and other points of access have been securely locked and fastened and the keys removed and any other security devices including those fitted to trailers have been correctly set to operate

The Company also shall not be liable hereunder in respect of:

- 10 explosives or other dangerous goods (the term "dangerous goods" means goods specified in the Special Classification of Dangerous Goods issued by the railway authorities or otherwise not accepted for rail transport on the grounds of their dangerous or hazardous nature)
- 11 living creatures
- 12 money and other negotiable instruments of every description securities deeds bonds bills of exchange promissory notes jewellery precious stones and metals and articles made therefrom bullion furs and livestock
- 13 Property carried by the Insured for hire or reward
- 14 depreciation loss of market or any other consequential loss.



# Section 11 | All Risks on Machinery and/or Apparatus

In the event of accidental Damage by any cause (not hereinafter excluded) happening within the Geographical Limits to any Machinery and/or Apparatus described in the Schedule the property of the Insured or for which the Insured is responsible the Company will pay to the Insured the value of such Machinery and/or Apparatus or the amount of the Damage at the time of such Damage or at its own option reinstate or replace such property.

Provided that the liability of the Company in any one Period of Insurance shall in no case exceed the total sum insured or in respect of any item its sum insured or any other stated limit of liability.

## Extension

In respect of any vending machine described in the Schedule the insurance provided by this Section extends to include the contents (other than cash) of such machine provided that:

- a Damage thereto occurs at one and the same time as Damage to the machine itself
- b the liability of the Company hereunder in respect of such contents shall not exceed £100 in respect of any one incident.

## Geographical Limits

- A The Premises as stated in the schedule.
- B Anywhere in the United Kingdom (which means Great Britain and Northern Ireland) the Channel Islands and the Isle of Man including the Premises.
- C Europe which means anywhere in the United Kingdom, the Channel Islands, the Isle of Man and the countries of the European Union.
- D World-wide which means anywhere in the world including the United Kingdom and Europe.

## Excess

The Company shall not be liable for the first amount of each and every claim as stated in the Schedule.

## Average

Each item of property insured under this Section is similarly but separately subject to Average as defined in the General Definitions.

## Clauses and Extensions

Also applicable to this section are Special Clause 1 and Extensions D, E, G, H and N as set out in Section 1 – Farm Material Damage. Special Clause 1 only applies to this Section when it applies also to Section 1 – Farm Material Damage.

## Exclusions

The Company shall not be liable under this Section in respect of Damage to the property insured caused by or consisting of:

- 1 a inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, seepage below ground level, its own faulty or defective design or materials
- b faulty or defective workmanship, operational error or omission on the part of the Insured or any Employees of the Insured
- c the bursting by steam pressure of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured

but this shall not exclude subsequent Damage which results from a cause not otherwise excluded

- 2 a corrosion, rust, wet or dry rot, shrinkage, evaporation, leakage, loss of weight, dampness, contamination, fermentation, dryness, marring, scratching, vermin or insects
- b change in temperature colour flavour texture or finish action of light
- c theft or attempted theft:
  - i from an unattended vehicle between the hours of 6am and 9pm unless:
    - a all doors windows and other openings are left closed securely locked and properly fastened, and
    - b entry or access to the vehicle has been effected by forcible and violent means
  - ii from the Premises whenever such premises are closed for business or left unattended unless all locks, bolts and other security devices including any intruder alarm system be put into full and effective operation
  - iii other than from the Premises between the hours of 9pm and 6am unless the property insured is in the personal custody of the Insured or any partner director or Employee of the Insured or in a securely locked or occupied building

- d** joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
- e** mechanical or electrical breakdown or derangement in respect of the particular machines apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude:

- i** such Damage not otherwise excluded which itself results from any of the Perils 1-17 within Section 1 – Farm Material Damage of this Policy or from any other accidental Damage
  - ii** subsequent Damage which itself results from a cause not otherwise excluded
- 3 a** subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
- b** normal settlement or bedding down of new structures
  - c** acts of fraud or dishonesty
  - d** disappearance unexplained or inventory shortage misfiling or misplacing of information
  - e** electrical or magnetic injury disturbance or erasure of electronic records other than by lightning
- 4** Destruction of or Damage to a building or structure caused by its own collapse or cracking unless resulting from any of the Perils 1-18 within Section 1 – Farm Material Damage of this Policy in so far as it is not otherwise excluded
- 5** Damage to the property insured:
- a** caused by fire resulting from its undergoing any heating process or any process involving the application of heat
  - b** (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, adjustment or repair
- 6** Damage:
- a** caused by freezing
  - b** caused by escape of water from any tank apparatus or pipe
  - c** caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation
  - d** caused by theft or attempted theft
- in respect of any building which is left vacant or becomes disused

- 7** Damage occasioned by delay embargo nationalisation confiscation requisition seizure or destruction by the government or any public authority
- 8** loss of market loss of use monetary devaluation or any other consequential loss
- 9** Damage to any part of any electrical plant or apparatus directly caused by breakdown leakage of electricity or excessive pressure therein or by its own short circuiting or overrunning but Damage to any other part of such plant or apparatus or to other property insured by the spread of fire therefrom is not excluded
- 10** Damage caused by failure to maintain a sufficient level of nitrogen in flasks
- 11** Damage to any mechanically propelled vehicle, caravan, trailer, watercraft or aircraft.

# Section 12 | Deterioration of Frozen or Refrigerated Foodstuffs

In the event of Damage at the Premises occurring during the Period of Insurance, to the Property Insured, being stock in any cold chamber, by deterioration or putrefaction in consequence of an Occurrence, the Company will pay up to the Limit of Indemnity under this Section.

The term “stock in any cold chamber” shall include stock which at the time of the Occurrence giving rise to such deterioration or putrefaction is at the Premises but not in a cold chamber and which, but for the Occurrence, would in the normal course be placed in the cold chamber.

## Definitions

The definitions which apply to this Section are in addition to the General Definitions.

### Limit of Indemnity

The liability of the Company under this Section in total for all claims or series of claims, arising out of any one original cause, shall not exceed the Sum Insured.

The Sum Insured applies in the aggregate to property collectively described under this Section.

### Occurrence

- a Rise or fall in temperature in the cold chamber as a result of any cause not excluded.
- b Action of refrigerant fumes which have escaped from the cold chamber machinery.

### Property Insured

The property stated in Section 12: Deterioration of Frozen Food and/or Refrigerated Food in the Schedule.

## Extensions

### 1 Cleaning and Disinfection

In respect of each claim for Damage for which liability is accepted under this Section, the insurance provided by this Section extends to include costs necessarily and reasonably incurred by the Insured for the cleaning and disinfection of the cold chamber up to a maximum amount of £5,000 in total for all claims or series of claims, arising out of any one original cause.

### 2 Debris Removal

In respect of each claim for Damage for which liability is accepted, the cover provided by this Section extends to include costs incurred in the removal of debris and protection of the Property Insured, following indemnifiable Damage not exceeding:

- a £25,000; or
  - b 20% of the indemnifiable Damage,
- whichever is the lower, in total for all claims or series of claims, arising out of any one original cause.

### 3 Loss Avoidance Measures

Subject to the relevant Limit of Indemnity or Sum Insured, the Company will pay reasonable costs incurred in taking exceptional measures to prevent or mitigate impending Damage for which indemnity is provided by the Section.

Provided that :

- a Damage would reasonably be expected if such measures were not implemented;
- b the Company are satisfied that Damage has been avoided or mitigated, by means of the exceptional measures;
- c the amount payable will be limited to the cost of Damage which would have otherwise occurred; and
- d the terms, definitions, conditions, clauses and exclusions, applicable to the Section, apply as if Damage had occurred.

### 4 Automatic Reinstatement

Sums Insured or Limits of Indemnity will be reinstated from the date of occurrence of any claim subject to an additional premium.

The Company will waive the additional premium if the total cost of the claim does not exceed £25,000.

### 5 Expediting Costs

The Company will pay costs necessarily and reasonably incurred in making temporary repairs upon and/or expediting the repair, reinstatement or replacement, of Property Insured as a result of indemnifiable Damage provided that the liability of the Company shall not exceed:

- a 50% of the cost of such Damage; or
- b £50,000,

whichever is the lower, in total for all claims or series of claims, arising out of any one original cause.

### 6 Repair Costs Investigation

With their prior written agreement the Company will pay costs relating to repair investigations and tests, following indemnifiable Damage to Property Insured by consulting engineers provided that the liability of the Company in total shall not exceed £25,000 in any one Period of Insurance.

The Company shall not be liable under this Extension for fees incurred in preparing a claim under this Section.

## Clauses

The following Clause applies to this Section.

## Average

Each item of Property Insured by this Section is similarly but separately subject to Average as defined in the General Definitions.

## Conditions

### 1 Claims Settlement

- a The Company may at its option repair, reinstate, replace or pay in money, for any Damage covered by this Policy.

The amount stated as the Excess or the loss sustained by the Insured during any Time Exclusion stated in the Schedule, will be deducted from the settlement and borne by the Insured.

- b Without prejudice to liability, the Insured may proceed with minor repairs subject to compliance with Claims Condition 1 of this Policy.
- c To the extent that the Insured is accountable to the tax authorities for Value Added Tax all claims settlements shall be exclusive of such tax.

### 2 Payments on Account

Notwithstanding Claims Condition 1 of this Policy, where liability is accepted, the Insured shall be entitled to receive interim payments as agreed between the Insured and the Company.

### 3 Other Insurance

This insurance does not cover any Damage which is insured by or would but for the existence of this Section be insured by, any other policy or policies except in respect of any excess beyond the amount which would have been payable under such policy or policies, had this insurance not been effected.

### 4 Access

The Company or its representatives shall have the right of access to the Property Insured at reasonable times.

## 5 General Conditions, Claims Conditions or General Exclusions

Where there is any conflict between the General Definitions, General Conditions, Claims Conditions or General Exclusions, of this Policy, and the terms, definitions, conditions, clauses and exclusions, under this Section stated, the interpretation under this Section stated shall take precedence.

## Excess

This Section does not cover and the Company shall not be liable for the amount of the Excess stated in the Schedule being the first part of each and every claim.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

## Exclusions

The Company shall not be liable under this Section in respect of:

- 1 Damage to the cold chamber machinery;
- 2 Deterioration or putrefaction resulting from Damage at the Premises caused by or arising from:
  - a fire, lightning, explosion, earthquake, flood, storm, tempest, inundation, escape of water from water containing apparatus, leakage from sprinkler installations, aircraft or other aerial devices or articles dropped therefrom; or
  - b theft or any attempted theft;
- 3 any indirect loss as a consequence of the Damage; or
- 4 Damage consequent upon the total or partial failure of the public supplies of electricity or any communications network caused by:
  - a the deliberate act of any supply authority unless performed for the sole purpose of safeguarding life or protecting a part of any supply authority's system;
  - b a scheme of rationing unless necessitated solely by physical damage to a part of the supply authority's system;
  - c strike or lock-out, total or partial withdrawal of labour or partial or complete cessation of work; or
  - d drought.

- 5** Damage caused by or arising out of:
- a** any intentional act or wilful omission of the Insured (other than an act or omission the purpose of which is an exceptional measure to prevent injury or Damage), which having regard to the nature and circumstances of the act or omission could reasonably be expected to cause, contribute to or exacerbate any Damage; or
  - b**
    - i** intentional overloading; or
    - ii** testing or experiments involving the imposition of any abnormal conditions;
- 6** Damage caused directly by:
- a** wear and tear, gradual deterioration or rust;
  - b** gradually developing defects;
  - c** scratching or chipping of painted or polished surfaces;  
or
  - d** erosion or corrosion,
- but this shall not exclude resultant Damage not otherwise excluded;
- 7** Damage caused by or arising out of the direct application of any tool or process, during the course of repair, maintenance, inspection, modification or overhaul;
- 8** Liquidated damages, penalties for delay or detention or in connection with guarantees of performance or efficiency;  
or
- 9** Damage to airborne or waterborne vessels, craft, platforms or rigs, or any Property Insured situated thereon or being loaded onto or offloaded therefrom.

# Section 13 | Engineering Damage to Machinery & Plant

If the Machinery and Plant or any part thereof whilst at in or on the Premises suffers Damage the Company will pay to the Insured the value of the Machinery and Plant at the time of such Damage or at its option reinstate or replace such Machinery and Plant.

Provided that the liability of the Company shall in no case exceed the Limit of Liability stated in the Schedule or such other limits as may be hereafter substituted by endorsement issued by the Company.

## Definitions

### Machinery and Plant

Mechanical and electrical machinery and plant boilers pressure vessels storage tanks electronic equipment used solely or in part for the control or monitoring of any manufacturing repair handling alteration and/or treatment process.

but excluding:

- a** chimneys, masonry, brickwork, foundations, supporting structures, racking or shelving
- b** any item or any part of equipment sold, supplied, processed, serviced, manufactured or stored in the course of the Insured's trade or business
- c** computer or data processing equipment (unless linked and wholly dedicated to the control of any machine or production process), communications or alarm systems, vending machines, games machines and office equipment including but not limited to typewriters adding machines calculators facsimile machines and equipment for the printing or reproduction of documents or other records
- d** vehicles other than purpose built lifting and handling machinery
- e** exchangeable or detachable tools, equipment and appliances or parts requiring renewal in the normal course of operation
- f** Machinery and Plant of a prototypical or experimental or novel nature in use or application.

### Explosion

Sudden and violent rending of the Machinery and Plant (other than boilers used only for domestic purposes) by force of internal steam pressure or other fluid pressure (other than pressure of chemical action or ignition of flue gasses) causing bodily displacement of any part of the Machinery and Plant together with the forcible ejection of the contents.

### Collapse

Sudden and dangerous distortion (whether or not attended by rupture) of any part of the Machinery and Plant caused by crushing stress by force of steam or other fluid pressure (other than pressure or ignition of flue gasses).

### Breakdown

The actual failure breaking distortion or burning out of any mechanical or electrical machinery whilst in use arising out of:

- 1 a** mechanical or electrical defects in the item
- b** failure or fluctuation of the electricity supply
- c** damage caused by the error or omission of the operator(s) of the Machinery and Plant other than in respect of any failure to maintain
- 2** fracturing of any part of the Machinery and Plant by frost when such fracture renders the item inoperative

### Boilers and Pressure Vessels

Boilers Machinery and Plant subject to internal steam pressure Machinery and Plant used for storage of fluids under pressure vacuum vessels piping and protective devices associated with any of the aforementioned.

### Inspecting Authority

Any Qualified Inspection Service as authorised by NIG on behalf of the Company.

### Cover

The Company will indemnify the Insured against:

#### Cover A - Fragmentation

Damage by impact to surrounding property belonging to the Insured or for which the Insured is responsible resulting from fragmentation of any part of the Machinery and Plant provided that the Company's liability in respect of this cover shall not exceed the Limit of Liability stated in the Schedule.



### Cover B - Explosion, Collapse and Breakdown

- a** Damage to any boiler or other plant belonging to the Insured directly consequent upon and solely due to Explosion occasioned by the bursting of such plant.
- b** Damage to any boilers and pressure plant and connected pipes and radiators due to:
  - i** collapse or overheating of such plant
  - ii** cracking fracturing or failure of seams giving rise to leakage of the contents or leakage from the joints of sectional boilers
- c** Damage to mechanical and electrical Machinery and Plant due to Breakdown including any resultant loss of cooling lubricating or insulating oil refrigerant or brine.

Provided that the Company's liability in respect of **a**, **b** and **c** shall only apply if a Limit of Liability is stated in the Schedule.

### Cover C - Explosion Damage to Own Property

In the event of Damage to any Boiler or Pressure Vessel for which a limit of liability against Cover B is stated in the Schedule caused by Explosion for which indemnity is provided by this insurance the Company will also indemnify the Insured against Damage to surrounding property belonging to the Insured or for which the Insured is responsible caused by the Explosion provided that the Company's liability for this Cover shall only apply if a Limit of Liability is stated in the Schedule.

Cover does not include Damage resulting from lack of heat light power steam refrigeration or air conditioning

## Extensions

### A Capital Additions

Any item of Machinery and Plant of a similar class or type to the Machinery and Plant described in the Schedule which is purchased by or leased to the Insured shall be deemed to be included in this insurance for a period not exceeding 12 months from the time installation is completed and the item is ready to commence normal working provided that:

- a** such item is as far as the Insured is aware suitable for service free from material defects and in sound working condition
- b** such item shall not be worked until any relevant statutory provisions for inspection and certification have been fulfilled
- c** such item shall be insured to the same extent as similar items of Machinery and Plant described in the Schedule
- d** if any such item proves to be unacceptable to the Company the insurance on the item shall terminate from the date of notification to the Insured.

### B Cost of Debris Removal

Subject to the Limit of Liability the Company will pay for costs incurred with the Company's consent in the removal of Machinery and Plant or other insured property consequent upon Damage for which indemnity is provided by this insurance but excluding any costs or expenses arising from pollution or contamination of property not covered by this insurance.

### C Temporary Repairs

In respect of each claim for Damage for which indemnity is provided by this insurance the Company will subject to the Limit of Liability pay the reasonable cost (if previously approved by the Company) of effecting temporary repair and of expediting permanent repair of such Damage provided that the Company's liability under this extension shall not exceed £10,000.

### D Temporary Removal

The insurance under this section also applies whilst the Machinery and Plant is temporarily located away from the Premises at any other premises or working sites in the European Community or European Free Trade Area for the purpose of repair maintenance overhaul or inspection of the Machinery and Plant including transit between the Premises and temporary locations provided that the Company's liability under this extension shall not exceed £25,000 during transit by sea or air in respect of any one incident of Damage or series of incidents of Damage from a common cause.

### E Loss Minimisation

Subject to the Limit of Liability the Company will pay reasonable costs incurred by the Insured in taking exceptional measures to avoid or mitigate impending Damage for which indemnity is provided by this insurance provided that:

- a** the impending Damage does not stem from any defect within any item of Machinery and Plant
- b** Damage would be reasonably expected in the absence of such measures
- c** the Company is satisfied that Damage has been avoided or reduced in consequence of the measures taken
- d** the terms and conditions of this insurance shall apply as if Damage had occurred.

## Clauses

### 1 Reinstatement

In the event of:

- a** Damage to Boilers and Pressure Vessels
- b** Damage to Machinery and Plant other than that described in a above which at the time of Damage is less than 2 years old
- c** Damage by Explosion of Machinery and Plant to any other property (excluding stock in trade or goods in process of manufacture) belonging to the Insured or for which the Insured is responsible

the amount payable shall be the cost of reinstatement of the Machinery and Plant and such additional cost of reinstatement as may be incurred in complying with Building Regulations or local authority or statutory requirements.

For this purpose 'reinstatement' means:

- i** where the Machinery and Plant or property is lost or destroyed or suffers Damage to the extent that it cannot be economically repaired the cost of replacement by similar Machinery and Plant or property or if a building the cost of rebuilding
- ii** where the Machinery and Plant or property suffers Damage the cost of repairing or restoring the portion of Machinery and Plant suffering Damage

to a condition substantially the same as but not better or more extensive than its condition when new.

### 2 Indemnity

In the event of Damage other than as described in **a**, **b** and **c** of Clause 1 above the Company will pay the amount of loss meaning:

- a** where the Machinery and Plant or property is lost or destroyed the value of the Machinery and Plant or property prior to its loss or destruction
- b** where the Machinery and Plant or property suffers Damage the cost of repairing or restoring the portion of Machinery and Plant suffering Damage to a condition substantially the same as but not better or more extensive than its condition prior to the occurrence of the Damage.

### 3 Special Provisions

The following Special Provisions apply:

- a** where Damage occurs to only part of the Machinery and Plant or property the liability of the Company shall not exceed the amount which the Company would have been liable to pay had the Machinery and Plant or property been wholly destroyed
- b** the Company shall not be liable for:
  - i** the cost of complying with Building Regulations or local authority or statutory requirements relating to property or portions of property which has not suffered Damage and/or under which notice has been served prior to the Damage
  - ii** any rate tax duty development or other charge or assessment arising out of capital appreciation as a result of complying with any of the said regulations or requirements
- c** the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the Damage or within such further time as the Company may allow during the said twelve months and may be carried out wholly or partially upon another site and in any manner suitable to the requirements of the Insured provided that it does not increase the liability of the Company
- d** The Company's liability for the cost of reinstatement shall be limited to the value of the Machinery and Plant or property prior to the occurrence of the Damage until the costs of reinstatement shall have actually been incurred.

### 4 Inspection

The Inspecting Authority shall have the right to inspect the insured Machinery and Plant at all reasonable times during the Period of Insurance.

The Inspecting Authority will make periodical inspections of Machinery and Plant described in the Schedule and the Insured agrees to properly repair and make available the Machinery and Plant at no expense to the Company to enable the Inspecting Authority to carry out such inspections and report thereon.

## 5 Year 2000 Exclusion Clause (Inspection)

- i The scope of the inspection service provided by the Company shall not extend to the testing of any item of plant described in the Schedule to ensure that it or any part of it meets the definition of Year 2000 compliance (as set out in BSI document DISC PD 2000-1 'Year 2000 Conformity Requirements') or that the plant (or any part of it) described in the Schedule will not be affected in any way by reason of dates falling on before or after 1st January 2000. Accordingly the Insured agrees that subject to clause (ii) below the Company shall in no event be liable whether in contract tort (including negligence) or otherwise howsoever for any loss damage costs claims or expenses whether arising directly or indirectly due to the fact that the plant described in the Schedule is affected in any way by reason of dates falling on before or after 1st January 2000 or due to any failure of the plant described in the Schedule to meet the definition of Year 2000 compliance (as set out in BSI document DISC PD 2000-1 'Year 2000 Conformity Requirements') and the Insured agrees to indemnify and keep indemnified the Company against all such claims costs losses damages and expenses howsoever arising.
- ii Nothing in this Agreement shall exclude or limit the Company's liability for death or personal injury caused by its negligence to the extent that the same is prohibited by United Kingdom statute.

## Warranties

It is warranted by the Insured that:

- a Machinery and Plant shall be maintained in good working order and that Government or other regulations relating to the condition operation or inspection of such Machinery and Plant shall be observed
- b Machinery and Plant shall be operated and maintained in accordance with manufacturers recommendations. The Insured shall notify the Company of any proposed alteration or additions or modifications to an insured item and any proposed departure from ordinary working conditions.

## Excess

The Company shall not be liable for the first amount of each and every claim under this Section as stated at **a** in the Schedule.

## Exclusions

The Company shall not be liable under this Section for:

- a In respect of Cover A
  - Damage caused by Explosion
- b In respect of Covers B and C
  - Damage caused by Explosion (other than Explosion as defined under this Cover).
- c In respect of Covers A, B and C
  - 1 Damage caused by fire howsoever the fire may have been caused
  - 2 Damage caused by lightning aircraft or other aerial device or article dropped therefrom earthquake storm flood water discharged or leaking from any installation or automatic sprinkler system or theft
  - 3 Damage caused by and occurring during testing or intentional overloading of the Machinery and Plant except for Damage caused by and occurring during the checking of the correct working of the Machinery and Plant or of safety installations in connection therewith
  - 4 Damage caused by or arising from hydraulic testing
  - 5 Damage caused by burning or distortion by heat of mechanical parts or furnaces kilns stoking or firing units
  - 6 the cost of remedying:
    - a wear and tear or gradual deterioration whether by wasting, grooving, rust, corrosion erosion or otherwise
    - b gradually developing defects flaws deformation distortion cracks or partial fractures
    - c loose parts or defective joints or seams (other than joints between the sections of sectional heating or hot water supply boilers)
 but insured Damage resulting from the foregoing is not excluded
  - 7
    - a scratching of painted or polished surfaces
    - b Damage to ropes unless resulting in complete severance
    - c Damage to non-metallic protective linings batteries flexible pipes or hoses and driving or conveyor belts unless forming part of other Damage for which indemnity is provided by this insurance

- 8 Damage to rubber tyres unless such Damage arises out of an accident for which insurance is provided by this section of the policy to other parts of the Machinery and Plant or unless such Damage arises out of a malicious act which necessitates replacement of such tyres repair thereof being impracticable
- 9 loss of use of the Machinery and Plant or property or consequential loss of any nature whatsoever.

## Special Extensions

(applicable only if stated in the Schedule)

### 1 Loss of Milk - Bulk Milk Tanks

The Company will indemnify the Insured against loss of milk resulting from or in connection with:

- i
  - a Damage to the tank for which liability is admitted under this policy
  - b Non-operation (from any inherent cause) of any thermostatic or automatic controlling devices pertaining thereto.
- ii Contamination by refrigerant gas or fumes which have escaped from the plant.
- iii Accidental failure of the public supply services.

#### Exclusions

The Company will not be liable for:

- a Damage resulting from the failure of the public supply services due to any deliberate act of a public supply undertaking not performed for the sole purpose of safeguarding life or protecting any part of the public supply undertaking's system or any scheme of rationing not necessitated solely by accidental damage to the public supply undertaking's generating or supply equipment
- b Loss of milk due to evaporation, seepage, overflowing or any form of normal trade loss
- c Scratching of painted or polished surfaces or breaking of glass, porcelain or similar materials.

The total amount payable under this Special Extension will not exceed the sum insured applicable to the item as stated in the Schedule.

### 2 Sudden and Unforeseen Damage

Cover B extends to include Damage to the Insured Property by any other sudden and unforeseen cause not excluded.

#### Exclusions

The Company will not be liable for:

- a lightning, aircraft and other aerial devices or articles dropped therefrom, flood, water discharged or leaking from an installation of automatic sprinklers or theft
- b explosion (other than Explosion as defined in this Section) except to the extent stated in Extension D of this Section (Temporary Removal).

# Section 14 | Commercial Legal Protection

**Claims under this Section are dealt with and managed by DAS Legal Expenses Insurance Company Limited (DAS) on behalf of the Company.**

The Company will provide insurance under those covers shown in the Schedule as being insured.

The Company will indemnify the Insured Person in respect of any Occurrence arising in connection with the Business up to the Indemnity Limit.

The Company agrees to provide the insurance in this Section provided that:

- a** the Date of Occurrence is during the Period of Insurance and within the Territorial Limit
- b** any legal proceedings will be dealt with by a court or other body which DAS agrees to, in the Territorial Limit
- c** in civil claims it is always more likely than not that an Insured Person will recover damages (or obtain any other legal remedy which DAS has agreed to) or make a successful defence.
- d** the claim is reported to the Company as soon as The Insured becomes aware of it and within 180 days of the Date of Occurrence

For all insured incidents DAS will help in appealing or defending an appeal as long as the The Insured tells DAS within the time limits allowed that they want DAS to appeal. Before the Company pays any Costs and Expenses for appeals DAS must agree that it is always more likely than not that the appeal will be successful.

If an Appointed Representative is used the Company will pay the Costs and Expenses incurred for this.

The most the Company will pay for all claims resulting from one or more event arising at the same time or from the same cause is £100,000.

## Definitions

### Appointed Representative

The lawyer, accountant or other suitably qualified person who has been appointed to act for an Insured Person in accordance with the terms of this Section.

### Aspect Enquiry

An examination by HM Revenue & Customs which considers one or more specific aspects of the Insured's self-assessment tax return.

## Costs and Expenses

### i Legal Costs

All reasonable and necessary costs chargeable by the Appointed Representative on a standard basis.

Also the costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them, or pays them with the agreement of DAS.

### ii Attendance Expenses

The Insured Person's salary or wages for the time that the Insured Person is off work to attend any court or tribunal hearing at the request of the Appointed Representative or as a defendant or while attending jury service. The Company will pay for each half or whole day that the court, tribunal or the Insured Person's employer will not pay for.

The amount the Company will pay is based on the following:

- a** the time the Insured Person is off work including the time it takes to travel to and from the court or tribunal. This will be calculated to the nearest half day assuming that a whole day is eight hours
- b** 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
- c** if the Insured Person works part-time, the salary or wages will be a proportion of the Insured Person's weekly salary or wages.

## DAS

DAS Legal Expenses Insurance Company Limited

### Date of Occurrence

- a** For civil cases (other than under insured incident 4 - Tax Protection) the Date of Occurrence is when the cause of action accrued.
- b** 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.
- c** For Full Enquiries or Aspect Enquiries the Date of Occurrence is when HM Revenue & Customs first notifies in writing the intention to make enquiries.

For Employers Compliance and Value Added Tax disputes, the Date of Occurrence is when the relevant authority sends an assessment or written decision to the Insured.



### Full Enquiry

An extensive examination by the HM Revenue & Customs which considers all aspects of the Insured's tax affairs, excluding those enquiries which are limited to one or more specific aspects of the Insured's self-assessment tax return.

### Insured Person

The Insured and the directors, partners, managers and Employees of the Insured.

### Territorial Limit

For insured incidents 2 - Legal Defence (excluding 2(4)) and 3B - Bodily Injury:

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).

For all other insured incidents:

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, and the Channel Islands.

## Cover

### 1 Employment Disputes and Compensation Awards

#### 1A Employment Disputes

DAS will defend the Insured's legal rights:

- 1 prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee, or
- 2 in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme, or
- 3 in legal proceedings in respect of any dispute with:
  - a an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with the Insured, or
  - b an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

#### Exclusions

- 1 Any claim in respect of damages for personal injury or loss of or damage to property.

- 2 Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 1981 as amended by the Collective Redundancies and Transfer of Undertaking Regulations (Protection of Employment) (Amendment) Regulations 1999, or the Acquired Rights Directive 2001 and any amending legislation.

#### 1B Compensation Awards

The Company will pay:

- 1 any basic and compensatory award, and/or
- 2 an order for compensation following a breach of the Insured's statutory duties under employment legislation in respect of a claim DAS has accepted under Cover 1A.

#### Special Provisions

- a In cases relating to performance and /or conduct, the Insured has throughout the employment dispute either:
  - 1 followed the ACAS Code of Disciplinary Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service, or
  - 2 followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland, or
  - 3 sought and followed advice from DAS legal advice service.
- b For an order of compensation following the Insured's breach of statutory duty under employment legislation the Insured has at all times sought and followed advice from DAS' legal advice service since the date when the Insured should have known about the employment dispute.
- c For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy the Insured has sought and followed the advice of DAS' Claims Department prior to serving notice of redundancy.
- d The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme under a judgement made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by DAS.
- e The total of the compensation awards payable by the Company shall not exceed £1,000,000 in any one Period of Insurance.



## Exclusions

- 1 Any compensation award relating to the following:
  - a trade union activities, trade union membership or non-membership
  - b pregnancy or maternity rights
  - c health and safety related dismissals brought under section 44 of the Employment Rights Act 1996
  - d statutory rights in relation to trustees of occupational pension schemes
  - e statutory rights in relation to Sunday shop and betting work.
- 2 Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
- 3 Any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage Act 1998.
- 4 Any compensation award or increase in compensation award ordered by a tribunal for failure to comply with a recommendation it has made including non-compliance with a reinstatement or re-engagement order.

## 1C Service Occupancy

DAS will negotiate for the Insured's legal rights against an employee or ex-employee to recover possession of premises owned by or for which the Insured is responsible.

### Exclusion

Any claim relating to defending the Insured's legal rights other than defending a counter-claim.

## 2 Legal Defence

At the Insured's request

- 1 DAS will defend the Insured Person's legal rights:
  - a 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, or
  - b following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction, or

- c if civil action is taken against the Insured Person for compensation under section 13 of the Data Protection Act 1998. The Company will also pay any compensation award made against the Insured Person under section 13 of the Data Protection Act 1998.
- 2 DAS will defend the Insured's legal rights following civil action taken against the Insured for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.
- 3 DAS will defend the Insured Person's (other than the Insured) legal rights if:
  - a an event arising from their work as an Employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion, or
  - b civil action is taken against them as a trustee of a pension fund set up for the benefit of the Insured's Employees.
- 4 DAS will represent the Insured Person in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting the Business.
- 5 DAS will represent the Insured in appealing against the refusal of the Information Commissioner to register the Insured's application for registration.
- 6 The Company will pay the Attendance Expenses of an Insured Person for jury service.

## Special Provisions

- a In so far as proceedings under the Health and Safety at Work etc. Act 1974 are concerned, the Territorial Limit shall be any place where the Act applies.
- b At the time of the insured incident the Insured has registered with the Information Commissioner in respect of Cover 1C.

## Exclusion

Any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

### 3 Property Protection and Bodily Injury

#### 3A Property Protection

DAS will negotiate for the Insured's legal rights in any civil action relating to material property which is owned by or the responsibility of the Insured following:

- 1 any event which causes or could cause physical damage to such material property, or
- 2 any nuisance or trespass.

#### Exclusions

Any claim relating to the following:

- 1 A contract entered into by the Insured.
- 2 Goods in transit or goods lent or hired out.
- 3 Goods at premises other than those occupied by the Insured unless the goods are at such premises for the purpose of installations or use in work to be carried out by the Insured.
- 4 Mining subsidence.
- 5 Defending the Insured's legal rights other than in defending a counter-claim.
- 6 a motor vehicle owned or used by, or hired or leased to a Insured Person other than damage to motor vehicles where the Insured is engaged in the business of selling motor vehicles.

#### 3B Bodily Injury

At the Insured's request DAS will negotiate for an Insured Person's and their family members' legal rights following an event which causes the death of or bodily injury to an Insured Person.

#### Exclusions

Any claim relating to the following:

- 1 Any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident, or
- 2 Defending an Insured Person's legal rights or their family members' other than in defending a counter-claim, or
- 3 A motor vehicle owned or used by or hired or leased to an Insured Person or their family members.

### 4 Tax Protection

#### 4A Full or Aspect Enquiries

DAS will negotiate on the Insured's behalf and represent the Insured in any appeal proceedings in respect of a Full Enquiry and/or Aspect Enquiry.

#### 4B Employers Compliance

DAS will negotiate on behalf of the Insured and represent the Insured in any appeal proceedings in respect of a dispute concerning the Insured's compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs or the Department of Social Security Contributions Agency.

#### 4C VAT Disputes

DAS will negotiate on behalf of the Insured and represent the Insured in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

#### Special Provisions

- a For all insured incidents the Insured has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
- b The Company will not pay more than £2,000 for Aspect Enquiries.

#### Exclusions

- 1 In respect of Aspect Enquiries the first £200 of Costs and Expenses in each and every claim.
- 2 Any insured incident arising from a tax avoidance scheme
- 3 Any insured incident caused by the failure of the Insured to register for Value Added Tax.
- 4 Any insured incident arising from any investigation or enquiries undertaken by HM Revenue & Customs Special Investigation Section or Special Compliance Office.
- 5 Any insured incident arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

## Optional Extensions to Section 14

The following covers are operative only if stated in the Schedule.

### 5 Contract Disputes

DAS will negotiate for the Insured's legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of the Insured for the purchase hire sale or provision of goods or of services.

#### Special Provisions

- a The amount in dispute exceeds £250.
- b If the amount in dispute exceeds £5000 the Insured will be responsible for the first £500 of Legal Costs in each and every claim.
- c If the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed £250.
- d If the dispute relates to money owed to the Insured a claim under the policy is made within 90 days of the money becoming due and payable.

#### Exclusions

- 1 Any claim relating to the following:
  - a the settlement payable under an insurance policy
  - b a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease licence or tenancy agreement
  - c a loan, mortgage or any other financial product and choses in action
  - d a motor vehicle owned by or hired or leased to the Insured other than agreements relating to the sale of motor vehicles where the Insured is engaged in the business of selling motor vehicles
- 2 A dispute with an Employee or ex-Employee which arises out of or relates to a contract of employment with the Insured.
- 3 A dispute which arises out of
  - a sale or provision of computer hardware, software, systems or services, or
  - b the purchase or hire of computer hardware, software, systems or services tailored by a supplier to the Insured's own specification
- 4 A dispute arising from a breach or alleged breach of professional duty by an Insured Person.

- 5 The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

### 6 Debt Recovery

DAS will negotiate for the Insured's legal rights including enforcement of judgement to recover money and interest due from the sale or provision of goods or services.

#### Special Provisions

- a The debt exceeds £250.
- b The Insured has exhausted all credit control and accounting procedures as declared to DAS.
- c A claim for debt recovery under this policy is made within 90 days of the money becoming due and payable.
- d DAS has the right to select the method of enforcement or to forego enforcing judgement if DAS are not satisfied that there are or will be sufficient assets available to satisfy judgement.

#### Exclusions

- 1 Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this Section if the debt is due within the first 90 days of the indemnity provided by this Section.
- 2 Any claim relating to the following:
  - a the settlement payable under an insurance policy
  - b a lease licence or tenancy of land or buildings
  - c a loan, mortgage or any other financial product and choses in action
  - d a motor vehicle owned by or hired or leased to the Insured other than agreements relating to the sale of motor vehicles where the Insured is 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.

### 7 Tenancy Disputes

DAS will negotiate for the Insured's legal rights in respect of a dispute between the Insured and the Insured's landlord relating to premises or land leased or rented by the Insured.

#### Exclusions

- Any dispute arising from or relating to
- a rent
  - b service charges
  - c renewal of the tenancy agreement.

## Exclusions applicable to the whole of the Legal Expenses Section

- 1 Any claim reported to DAS more than 180 days after the date the Insured Person should have known about the insured incident.
- 2 Costs and Expenses incurred before the written acceptance of a claim by DAS.
- 3 Fines penalties compensation or damages which the Insured Person is ordered to pay by a court or other authority other than compensation awards as covered under insured incident 1B - Compensation Awards and 2 - Legal Defence.
- 4 Any claim relating to patents copyrights trademarks merchandise marks registered designs intellectual property secrecy and confidentiality agreements.
- 5 Any claim relating to franchise rights or agency rights where the Insured has the legal capacity to alter the legal relations of another.
- 6 Any insured incident deliberately or intentionally caused by an Insured Person.
- 7 A dispute with the Company or DAS not otherwise dealt with under Condition 6 of this Section.
- 8 Any claim relating to a shareholding or partnership share in the Insured unless such shareholding was acquired under a scheme open to all Employees of the Insured or a substantial number of Employees of a certain minimum grade other than the directors or partners of the Insured.
- 9 An application for judicial review.
- 10 Legal action an Insured Person takes which DAS or the Appointed Representative have not agreed to or where the Insured Person does anything that hinders DAS or the Appointed Representative.
- 11 When either at the commencement of or during the course of a claim the Insured is bankrupt or has filed a bankruptcy petition or winding-up petition or has made an arrangement with the Insured's creditors or has entered into a deed or arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.

## Conditions applicable to the whole of the Legal Expenses Section

- 1 a DAS can take over and conduct in the name of the Insured Person any claim or legal proceedings at any time. DAS can negotiate any claim on behalf of an Insured Person.

- b The Insured Person shall be free to choose an Appointed Representative (by sending DAS a suitably qualified person's name and address) if:

- i DAS agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of the Insured Person in those proceedings, or
- ii there is a conflict of interest.

DAS may choose not to accept the Insured Person's choice, but only in exceptional circumstances. If there is a disagreement over the choice of Appointed Representative in these circumstances the Insured Person may choose another suitably qualified person.

- c In all circumstances other than those set out in 1b above, DAS shall be free to choose an Appointed Representative.
- d An Appointed Representative will be appointed by DAS and represent an Insured Person according to DAS' standard terms of appointment. The Appointed Representative must co-operate fully with DAS at all times.
- e DAS will have direct contact with the Appointed Representative.
- f An Insured Person must co-operate fully with DAS and with the Appointed Representative and must keep DAS up-to-date with the progress of the claim.
- g An Insured Person must give the Appointed Representative any instructions that DAS require.
- 2 a An Insured Person must tell DAS if anyone offers to settle a claim and must not agree to any settlement without the written consent of DAS.
- b If an Insured Person does not accept a reasonable offer to settle a claim the Company may refuse to pay further Costs and Expenses.
- c DAS may decide to pay the Insured Person the amount of damages that the Insured Person is claiming or is being claimed against them instead of starting or continuing legal proceedings.
- 3 a If DAS asks an Insured Person must tell the Appointed Representative to have Costs and Expenses taxed assessed or audited.
- b An Insured Person must take every step to recover Costs and Expenses that the Company have to pay and must pay the Company any Costs and Expenses that are recovered.

- 4 If an Appointed Representative refuses to continue acting for an Insured Person or if an Insured Person dismisses an Appointed Representative the cover the Company provides will end at once unless DAS agrees to appoint another Appointed Representative.
- 5 If an Insured Person settles a claim or withdraws their claim without the agreement of DAS or does not give suitable instructions to an Appointed Representative the cover the Company provides will end at once and the Company will be entitled to re-claim any Costs and Expenses paid by the Company.
- 6 If DAS and an Insured Person disagree about the choice of Appointed Representative or about the handling of a claim DAS and the Insured Person can choose another suitably qualified person to decide the matter. We must both agree to this in writing. If DAS cannot agree with the Insured Person about the choice of the second suitably qualified person DAS will ask the president of a relevant national law society to choose a suitably qualified person.  
Whoever loses the disagreement will have to pay the costs of settling it.
- 7 DAS may at its discretion require the Insured to obtain an opinion from counsel at the Insured's 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 proceedings the cost of obtaining the opinion will be paid by the Company.
- 8 All Acts of Parliament within the policy wording shall include equivalent legislation in Scotland Northern Ireland the Isle of Man or the Channel Islands as the case may be.

## Additional Service

### 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). From the Home Page click on the Employment Manual icon. All the sections of this web-based document can be printed off for the Insured's own use.

# Section 15 | Uncollected Milk

In the event of the Covers described herein resulting in loss of milk the Company will pay to the Insured the amount of Compensation detailed in the Schedule but not exceeding the total of the Compensation per cow per day multiplied by the number of cows multiplied by the maximum number of days Compensation (all as stated in the Schedule)

## Definitions

### Compensation

The maximum amount payable per cow as stated in the Schedule for each day's milk production wasted less the amount of the Excess as stated in the Schedule.

### Event

An Event shall commence on the first occasion on which the Dairy is unable to collect milk and shall cease when collection has been resumed.

Where collection has been resumed and it ceases again before three successive collections have been made the subsequent interruption to collection shall not constitute a separate Event for the purpose of applying the Excess.

### Dairy

Means the organisation within the United Kingdom to whom the Insured is contracted to supply milk.

## Covers

Loss from any Event beyond the control of the Insured resulting from:

- a** the Dairy or its authorised agent being unable to collect milk produced at the Premises which would otherwise have been collected under the terms of the Insured's contract for the sale of milk to the Dairy and
- b** the said milk being wasted or spoiled in direct consequence thereof.

## Exclusions

The Company will not be liable for loss as a direct consequence of:

- 1** The outbreak of notifiable animal disease at the Premises
- 2** The outbreak or suspected outbreak of a notifiable animal disease elsewhere than at the Premises occurring prior to the Effective Date of this insurance

- 3** Any strike, lock out or industrial dispute
  - a** which commenced or
  - b** of which notice of intention was given prior to the Effective Date of this insurance
- 4** Damage by any cause of or to buildings bulk milk tanks or other property at the Premises
- 5** breakdown or failure of machinery or plant at the Premises
- 6** Contamination of the milk whilst at the Premises
- 7** Riot, civil commotion or malicious damage in Northern Ireland
- 8** Any loss arising within 7 days of the Effective Date of this insurance
- 9** The Excess as stated in the Schedule as applying to this Section.



# Section 16 | Farm Home

## Definitions

### Territorial Limits

United Kingdom (i.e. Great Britain, Northern Ireland, the Channel Islands, the Isle of Man) and the Continent of Europe.

### Home

The private house or self-contained flat including its domestic outbuildings and garages at the address shown in the Schedule.

### Buildings

The Home and its permanent fixtures and fittings, swimming pools, tennis courts, patios, terraces, car ports, drives, footpaths, walls, hedges, gates and fences all on the same site.

### Full Rebuilding Cost

The full cost of rebuilding all the Buildings in the same form, size, style and condition as when new including the cost of complying with Local Authority and other statutory requirements fees and associated costs.

### Contents

Household goods and other personal property in the Home belonging to or the responsibility of the Insured including the personal property of domestic servants permanently residing with the Insured and non paying guests but excluding:

- i property more specifically insured
- ii property held for any professional or business purposes other than property within the main farmhouse used in conjunction with the Business.
- iii motor vehicles (other than domestic gardening machines) watercraft (other than hand or foot propelled craft sailboards or surfboards) caravans hovercraft or aircraft or their respective accessories while attached
- iv livestock and pets
- v Valuables, Works of Art, Collections
- vi Personal Money
- vii Credit Cards
- viii securities and documents of any kind.

### Unfurnished

Not having adequate furniture and furnishings for normal living purposes.

### Unoccupied

Not lived in for 90 consecutive days by the Insured or any other person with the Insured's permission.

## Excess

The first part of any claim which the Insured must pay for any one incident resulting in a claim.

### Voluntary Excess

The first part of any claim which the Insured must pay for which a discount from the premium has been given. The amount of this Voluntary Excess will be in addition to the amount of any Excess which already exists and will apply to each and every incident resulting in a claim. The amount of Excess for Subsidence, Heave or Landslip will not be affected.

### Personal Money

Coins and bank notes used as legal tender cheques postal, money or giro orders unused postage stamps (not in a collection) savings stamps and certificates trading stamps (affixed in a book) premium bonds luncheon vouchers travellers cheques travel tickets season tickets (when not recompensed by the issuing authority) gift record or similar tokens all belonging to the Insured

### Valuables

Gold and silver articles, watches, jewellery, cups, trophies and the like, furs.

### Works of Art

Curios, objets d'art, sculptures, carvings, paintings, pictures and drawings.

### Collections

Stamp medal coin firearm and similar collections of intrinsic value (not being Works of Art or Valuables).

### Audio and Visual Equipment

Television receivers radios video recorders and other audio visual equipment cameras and their equipment and accessories projectors binoculars and similar optical instruments.

### Sports Equipment

Items of equipment and specialist clothing which are usually worn carried or used in the course of participating in a recognised sport.

### Personal Effects, Clothing and Luggage

Wearing apparel and personal articles designed to be worn or carried on or about the person.

**Credit Cards**

Credit cards cheque guarantee cards and cash dispenser cards issued in the United Kingdom.

**Accidental Damage**

Unexpected and unintended damage caused by sudden and external means.

**Interpretation**

**The Insured** - shall include:

- a** the Insured's spouse or civil partner, children and any other member of the Insured's family permanently residing with the Insured
- b** personal representatives of the Insured in the event of the death of the Insured but only in respect of liability incurred by the Insured.

# Section 16A | Home Buildings

In the event of the Buildings suffering Damage by any of the Perils the Company will subject to the provisions of the insurance pay to the Insured the value of the property or the amount of the Damage at the time of such Damage or at its own option reinstate or replace such property

## The Perils

### 1 a Fire, Lightning, Explosion, Thunderbolt, Earthquake

#### b Smoke

but excluding any Damage due to any gradually operating cause.

### 2 Impact by:

- a aircraft or other aerial devices or anything dropped from them
- b vehicles, trains or animals
- c falling television and/or radio aerials (including satellite dishes) aerial fittings or masts
- d falling trees or branches.

### 3 Riot, Civil Commotion, Strikes or Labour Disturbances.

### 4 Malicious Persons or Vandals but excluding Damage:

- i while the Home is Unfurnished or Unoccupied
- ii caused by the Insured.

### 5 Storm, Tempest or Flood but excluding Damage:

- i caused by frost
- ii to fences or gates.

### 6 Escape of water from the domestic water systems heating installations water mains or domestic appliances but excluding Damage while the Home is Unfurnished or Unoccupied.

### 7 Escape of oil from any fixed domestic heating installations or oil filled electric radiators but excluding Damage while the Home is Unfurnished or Unoccupied.

### 8 Theft or attempted theft but excluding Damage:

- i while the Home is Unfurnished or Unoccupied
- ii caused by the Insured.

### 9 Subsidence or Heave of the site on which the Buildings stand or Landslip but excluding Damage:

- i to terraces patios drives footpaths swimming pools tennis courts car ports walls gates fences and hedges **unless** the Home is damaged at the same time
- ii caused by bedding down of new structures or settlement of made up ground

iii caused by coastal or river erosion

iv to solid floor slabs or resulting from their movement **unless** the foundations beneath the external walls of the Home are damaged at the same time

v resulting from demolition or structural repair or alteration to the Buildings

vi resulting from defective design faulty workmanship or the use of defective materials in the Buildings.

## Extensions

The Insurance provided by this Section is extended to include the following:

### A Additional Expenses

The reasonable costs necessarily incurred following Damage to reinstate the Buildings insured for:

- a architect's, surveyor's, consulting engineer's fees
- b debris removal, dismantling, demolishing, shoring or propping up or boarding up any part of the Buildings destroyed or damaged
- c additional costs incurred to comply with Government or Local Authority requirements but excluding:
  - i expenses incurred in preparing any claim
  - ii any costs incurred for complying with any requirements notified before the Damage occurred

### B Pipes and Cables

Accidental Damage for which the Insured is legally responsible to drains pipes cables and underground tanks (including their relevant inspection covers) providing services to or extending from the Home to the public supply.

### C Clearing of Drains

The insurance in respect of Buildings extends to cover expenses necessarily and reasonably incurred in cleaning clearing and/or repairing drains gutters sewers and the like in consequence of Damage by any of the Perils insured against at the Premises provided that the Company's liability for any one claim for such Damage is limited to £10,000

### D Other Interests

Interests of third parties which the Insured is required to include herein under the terms of any mortgage property lease or hiring leasing or hire purchase agreement are automatically deemed to be held covered hereunder subject to notification by the Insured to the Company as soon as is reasonably practicable

### E Non-Invalidation

This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased unknown to or beyond the control of the Insured provided that the Insured immediately they become aware thereof shall give notice to the Company and pay an additional premium if required by the Company.

### F During Sale

If at the time of Damage the Insured shall have contracted to sell his interest in any Building insured and the purchase is subsequently completed the purchaser on completion of the purchase shall be entitled to benefit under this Policy in respect of such Damage (if and so far as the property is not otherwise insured against such Damage by him or on his behalf) without prejudice to the rights and liabilities of the Insured or the Company until completion

### G Mortgagees Leaseholder Lessee or Occupier.

The act or neglect of any mortgagor leaseholder lessee or occupier of any building hereby insured whereby the risk of Damage is increased without the knowledge of any mortgagee freeholder or lessor shall not prejudice the interest of the latter parties in this insurance provided they shall notify the Company immediately on becoming aware of such increased risk and pay additional premium if required.

### H Fire Brigade Damage to Grounds

The insurance by this Section extends to include Damage caused by the Fire Brigade to the grounds at the Premises as far as the Insured is responsible for the cost of repair provided that the Company's liability for any one claim for such Damage is limited to £25,000.

### I Lock Replacement

The insurance by this Section extends to include the cost of changing locks on doors windows safes and strongrooms at the Premises following Theft (as insured herein) of keys from the Premises or from the home of the Insured or of any partner director or employee entrusted with keys for an amount not exceeding £25,000.

### J Glass and Sanitary Ware

Accidental Damage to fixed glass including double glazing sanitary fixtures and fittings ceramic hobs and glass oven doors in the Home but excluding Damage:

- i while the Home is Unfurnished or Unoccupied
- ii during removal or installation

### G Clear Up Costs (Own Property)

The cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances from tanks on the Insured's property caused by a sudden accidental and specific event.

Provided that:

- i cover applies only in respect of events occurring during the Period of Insurance
- ii the Insurers' liability under this Extension shall not exceed £25,000
- iii where the cover provided under this section applies also under Section 1, the aggregate of all payments in respect of any one occurrence shall not exceed £25,000 in total.

### Special Exclusion

This insurance does not cover the excess of £250.

### L Trace and Access

In the event of Damage resulting from Escape of Water or Oil (as insured herein) the Company will pay costs necessarily and reasonably incurred in locating the source of such Damage and subsequently making good subject to the Company's liability under this Extension not exceeding £25,000 any one claim.

### M Loss of Metered Water

Cover against Damage caused by the escape of water from any tank apparatus or pipe not being automatic sprinkler installations includes up to £5,000 for the cost of water (calculated at the current rate per cubic metre) consumed as a direct result of the escape.

### N Plumbing Installations

Damage caused by freezing to any internal domestic plumbing installations but excluding Damage:

- i while the Home is Unfurnished or Unoccupied
- ii due to rusting or corrosion

### O Theft Damage to Buildings

The insurance by this Section is extended to include the cost of repairing Damage by theft or any attempt thereof to Buildings at The Premises (whether or not Buildings are insured under this Section) if the Insured is responsible for the repairs and the Damage is not otherwise insured.

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

The insurance by this Section is extended to include the costs for which the Insured is responsible for gas water or electricity arising from their unauthorised use by persons

occupying the Premises without the permission of the Insured provided that the Insured takes all practical steps to end the unauthorised use as soon as it is discovered subject to the Company's liability under this Extension not exceeding £25,000 for any one claim.

### Q Rent and Alternative Accommodation

Additional payments if the Home becomes uninhabitable as a result of Damage insured by this Section for:

- a loss of rent payable to or by the Insured including up to 2 years ground rent
- b the reasonable additional costs of comparable alternative accommodation

but only during the period necessary for reinstatement.

Provided that the Company's liability shall not exceed 20% of the Sum Insured on Buildings

### R Contract Works

The insurance by this Section is extended to include any contract works and unfixed goods and materials introduced to the Premises for the purpose of alterations or improvements for which the Insured is responsible subject to the contract price not exceeding £100,000 for any one claim. This extension shall only apply where the contract works are not otherwise insured.

### Special Exclusion

This insurance does not cover the excess of £250.

### S Hired in Plant

The insurance by this Section is extended to include the legal liability of the Insured under the terms of the hiring agreement to pay:

- a for the Damage to the Hired in Plant; and
- b continuing hiring charges for Hired in Plant following Damage insured under a above

whilst the Hired in Plant is at the Premises or in transit (other than by sea or air) between Premises subject to the Company's liability under this Extension not exceeding £10,000 any one claim.

Furthermore, for the purposes of this Extension Hired in Plant shall mean equipment hired by the Insured under the Model Conditions for the Hiring of Plant recommended by the Construction Plant-hire Association or the Scottish Plant Owners Association or conditions not more onerous which have been evidenced in writing and accepted and exchanged between all bound parties.

### T Cost of Fallen Tree Removal

The insurance by this Section is extended to include the cost and expenses necessarily incurred by the Insured with the consent of the Company in removing own fallen trees and branches subject to the Company's liability under this Extension not exceeding £1,000 in any one Period of Insurance.

The Company will not pay for any costs or expenses

- a incurred in removing own trees and branches except from the site of The Premises and the area adjacent to such site
- b arising from pollution or contamination of property not insured by this Section.

### U Calor Gas

The insurance by this Section is extended to include the costs of calor gas lost from any installations following Damage by any of the insured Perils but excluding Damage while the Premises left vacant or becomes disused.

## Optional Additional Cover

### Applicable only if stated in the Schedule

Accidental Damage however caused excluding:

- i Damage by any of the Perils
- ii costs of maintenance or normal redecoration
- iii Damage due to normal settling, cracking, shrinkage or expansion of the Buildings or any part of the site on which they stand collapse resulting from errors in design, errors in processing, faulty workmanship, faulty materials or inherent defect in structure or design coastal or river erosion or settlement of made up ground
- iv Damage caused by wear and tear, deterioration, insect, vermin, mildew, wet or dry rot, woodworm, rust, corrosion, atmospheric conditions, action of light or other gradually operating cause
- v Damage due to any process of cleaning renovating restoring repairing building or maintenance
- vi Damage (other than Impact) by animals.

## Clauses

### Extension

Where the cover under any of the Extensions of this Section and under the Extensions of Section 1 Farm Material Damage also apply the aggregate of all payments in respect of any one claim will be the Company's liability stated under the Extension of Section 1 Farm Material Damage.

## Conditions

### Sum Insured

The Sum Insured for Buildings shown in the Schedule represents and will at all times be maintained by the Insured to represent not less than the Full Rebuilding Cost of the Buildings.

### Index Linking

The Sum Insured for Buildings is subject to Index Linking as defined in the General Definitions.



### Claims Settlement

Following Damage to the Buildings by any of the Perils the Company will:

- 1 Pay the cost of repair or replacement but not so that it is better or more extensive than when new provided that at the time of Damage:
  - a the Buildings are in good state of repair
  - b the Sum Insured on Buildings is not less than the Full Rebuilding Cost.
- 2 In the event that:
  - a the Buildings are not in good state of repair or
  - b the Sum Insured on Buildings is less than the Full Rebuilding Cost or
  - c repair or replacement is not carried out.

The Company will at its option

- i pay the cost of reinstating the Damage less an allowance for any wear and tear or betterment
- ii proportionately reduce any payment
- iii pay the difference between the value of the Buildings prior to the Damage and the value of the Buildings following the Damage.

The total amount payable under this Section will not exceed the Sum Insured shown in the Schedule.

The Sum Insured will not be reduced by the amount of any claim payment.

### Matching Sets and Suites

An individual item of a matching set of articles or suite of fitted furniture or sanitary ware or other bathroom fittings or other fixtures and fittings is regarded as a single item. The Company will only pay for individual damaged items and not undamaged companion pieces.

### Excess

This Section does not cover the amount of the Excess shown in the Schedule

# Section 16B | Home Contents

In the event of the Contents suffering Damage by any of the Perils while they are in the Home the Company will subject to the provisions of the insurance pay to the Insured the value of the property or the amount of the Damage at the time of such Damage or at its own option reinstate or replace such property

## The Perils

### 1 a Fire, Lightning, Explosion, Thunderbolt, Earthquake

#### b Smoke

but excluding any Damage due to any gradually operating cause.

### 2 Impact by:

- a aircraft or other aerial devices or anything dropped from them
- b vehicles trains or animals
- c falling television and/or radio aerials, (including satellite dishes) aerial fittings or masts
- d falling trees or branches.

### 3 Riot, Civil Commotion, Strikes or Labour Disturbances.

### 4 Malicious Persons or Vandals but excluding Damage:

- i while the Home is Unfurnished or Unoccupied
- ii caused by the Insured.

### 5 Storm, Tempest or Flood but excluding Damage:

- i caused by frost
- ii to fences or gates.

### 6 Escape of water from the domestic water systems heating installations water mains or domestic appliances but excluding Damage while the Home is Unfurnished or Unoccupied.

### 7 Escape of oil from any fixed domestic heating installations or oil filled electric radiators but excluding Damage while the Home is Unfurnished or Unoccupied.

### 8 Theft or attempted theft but excluding Damage:

- i by deception **unless** deception is only used to gain entry to the Home
- ii occurring while the Home or any part is lent or let occupied by paying guests or directly communicates with any part used for business purposes **unless** involving forcible and violent entry to or exit from the Home
- iii while the Home is Unfurnished or Unoccupied
- iv caused by the Insured.

### 9 Subsidence or Heave of the site on which the Buildings stand or Landslip but excluding Damage:

- i to terraces patios drives footpaths swimming pools tennis courts car ports walls gates fences and hedges **unless** the Home is damaged at the same time
- ii caused by bedding down of new structures or settlement of made up ground
- iii caused by coastal or river erosion
- iv to solid floor slabs or resulting from their movement **unless** the foundations beneath the external walls of the Home are damaged at the same time
- v resulting from demolition or structural repair or alteration to the Buildings
- vi resulting from defective design faulty workmanship or the use of defective materials in the Buildings.

## Extensions

The Insurance provided by this Section is extended to include the following:

### A Valuables, Works of Art or Collections

Damage by any of the Perils to Valuables, Works of Art or Collections belonging to or the responsibility of the Insured while in the Home.

Provided that the Company's liability shall not exceed:

- i 5% of the Contents Sum Insured in respect of any one item or collection
- ii 30% of the Contents Sum Insured in total in respect of all Valuables, Works of Art or Collections.

### B Personal Money and Credit Cards

Damage by any of the Perils to Personal Money and Credit Cards belonging to the Insured while in the Home.

Provided that the Company's liability under this Extension shall not exceed:

- i £1,000 for Personal Money
- ii £2,000 for Credit Cards

### C Theft of Keys

If the keys to the locks of:

- a the external doors of the Home, or
- b any alarm systems or domestic safe fitted in the Home are stolen the Company will pay the cost of replacing the locks or the lock mechanism.

Provided that the Company's liability under this Extension shall not exceed £25,000.

**D Contents in the Open**

Damage by any of the Perils to Contents while in the open within the boundaries of the land belonging to the Home.

Provided that the Company's liability under this Extension shall not exceed £2,500.

**E Rent and Alternative Accommodation**

Additional payments if the Home becomes uninhabitable as a result of Damage by any of the Perils for:

- a** rent which the Insured is legally responsible to pay as tenant
- b** the reasonable additional cost of comparable alternative accommodation

but only during the period necessary for reinstatement.

Provided that the Company's liability under this Extension shall not exceed £10,000.

**F Oil and Metered Water**

Following Damage by any of the Perils:

- a** the additional metered water charges incurred by the Insured
- b** the costs of oil lost from domestic heating installations but excluding Damage while the Home is Unfurnished or Unoccupied.

Provided that the Company's liability under this Extension shall not exceed £5,000.

**G Documents**

Damage by any of the Perils to deeds, bonds, securities or similar private documents (but excluding negotiable securities or bonds) while in the Home or lodged with the Insured's Building Society Bank or Solicitor but only for their value as stationery and the cost of clerical labour in writing up.

Provided that the Company's liability under this Extension shall not exceed £500.

**H Fatal Injury**

Following Injury to the Insured or the Insured's spouse or civil partner by Fire or assault by thieves in the Home which proves to be fatal within 12 months of such injury.

Provided that the Company's liability under this Extension shall not exceed £25,000.

**I Deep Freezer Contents**

Spoilage of food in a domestic deep freezer in the Home caused by:

- a** a rise or fall in temperature as a result of accidental breakdown
  - b** accidental escape of refrigerant or refrigerant fumes
  - c** accidental failure of the supply of electricity
- but excluding:
- i** any deliberate act or neglect by the Insured
  - ii** failure of the supply of electricity as a direct or indirect consequence of a deliberate act including strike action by the supply authority or their employees.

**J TV and Audio Equipment**

Accidental Damage to:

- a** Televisions Radios Home Computers Video Recorders and Audio Equipment in the Home
- b** Receiving Aerials including satellite dishes fixed to the buildings of the Home

but excluding:

- i** articles designed to be portable
- ii** discs, records, cassettes, tapes or loss of recordings
- iii** wear and tear or other gradually operating cause electrical or computer defect leakage cut out or mechanical derangement breakdown or fault
- iv** damage caused by cleaning repair or use contrary to makers' instructions and during removal or installation
- v** Damage while the Home is Unfurnished or Unoccupied.

**K Mirrors and Glass**

Accidental breakage of mirrors glass tops to furniture fixed glass in furniture ceramic hobs and glass doors to ovens in the Home

but excluding Damage:

- i** during removal or installation
- ii** while the Home is Unfurnished or Unoccupied.

## L Contents Temporarily Removed

Damage by any of the Perils to Contents while temporarily

- a** in any bank or safe deposit or in any occupied residence or building where the Insured is residing employed or carrying on business in the United Kingdom
- b** elsewhere in the United Kingdom (or in transit in those territories)

but excluding Damage

- i** by Storm, Tempest, Flood, Malicious Persons or Vandals to property not in a building
- ii** by Theft **unless** involving forcible and violent entry to or exit from a building
- iii** while removed for sale exhibition or to a furniture depository

Provided that the Company's liability under this Extension shall not exceed 20% of the Contents Sum Insured

## M Household Removal

Accidental Damage to Contents while in direct transit from the Home for permanent removal to another within the United Kingdom carried out by professional removal contractors including loading and unloading and while temporarily kept on the removal vehicle overnight during transit but excluding:

- i** breakage of glass china earthenware or similar brittle articles **unless** packed by professional packers
- ii** denting bruising or scratching of furniture and the like

## N Tenants Liability

Damage for which the Insured is legally responsible as tenant:

- a** to the construction of the Home including structural fixtures and fittings and internal decorations by any insured Peril
- b** to drains pipes cables and underground tanks (including their relevant inspection covers) providing services to or extending from the Home to the public supply by Accidental Damage
- c** to fixed glass including double glazing, sanitary fixtures and fittings, ceramic hobs and glass oven doors in the Home by Accidental Damage

but excluding:

- i** Damage while the Home is Unfurnished or Unoccupied
- ii** any wilful or malicious acts by the Insured
- iii** Damage during removal or installation

Provided that the Company's liability under this Extension shall not exceed 20% of the Contents Sum Insured

## O Garden Cover

Loss of or Damage to plants lawns bushes shrubs and trees in the garden of the Home:

- a** as a result of fire explosion lightning smoke malicious persons or vandals and impact
- b** as a result of theft or attempted theft

but excluding:

- i** Damage by birds animals or insects or frost
- ii** Damage while the Home is Unfurnished or Unoccupied

Provided that the Company's liability under this Extension shall not exceed £1,000.

## P Christmas and Wedding Gifts

The sum Insured is automatically increased by 10%:

- a** for the month of December each year to cover presents bought over the Christmas season, and
- b** during the period of one month before and one month after the wedding day or celebration of the civil partnership of the Insured to cover presents bought for that occasion.

## Optional Additional Cover

### Applicable only if stated in the Schedule

Accidental Damage however caused excluding:

- i** Damage while the Home is Unfurnished or Unoccupied
- ii** Damage caused by:
  - a** any of the Perils
  - b** mechanical, electrical or computer breakdown failure or derangement
  - c** any process of cleaning, dyeing, repairing, restoring or maintenance
  - d** wear and tear, deterioration, mildew, insect, vermin, atmospheric conditions, action of light or any other gradually operating cause
  - e** chewing, scratching, tearing or fouling by animals
- iii** Damage to Clothing, Sports Equipment and Personal Money.

## Conditions

### Sum Insured

The Sum Insured for Contents shown in the Schedule represents and will at all times be maintained by the Insured to represent not less than the full cost of replacing the property insured as new without deduction for wear and tear or depreciation other than for household linen and clothing.

### Claims Settlement

Following Damage to the Contents by any of the Perils insured the Company will pay the cost of repair or replacement without deduction for wear and tear or depreciation except where:

- a any item of household linen or clothing is over 2 years old
- b the Sum Insured is less than the total cost of replacing as new the Contents

In which event the Company will at its option:

- i pay the Insured the cost of replacement or repair less a deduction for wear and tear or depreciation
- ii proportionately reduce any payment

The Sum Insured will not be reduced by the amount of any claim payment.

### Matching Sets and Suites

An individual item of a matching set of articles or suite of furniture or sanitary ware or other bathroom fittings or other fixtures and fittings is regarded as a single item. The Company will only pay for individual damaged items and not undamaged companion pieces.

### Limitation of Loss from Outbuildings

The maximum amount that We will pay following Damage by any Peril to Contents in sheds greenhouses and non-communicating summer houses and outbuildings (not garages) is limited to £2,000.

### Excess

This Section does not cover the amount of the Excess shown in the Schedule.

### Storage Of Guns

It is warranted that the guns are kept in a locked gun cabinet when not in use.

# Section 16C | Liabilities

The Company will subject to the Indemnity Limits stated in the Section indemnify the Insured against all sums the Insured becomes legally liable to pay as damages for:

- a** accidental Bodily Injury to any person
- b** accidental Damage to property

occurring during the Period of Insurance anywhere in the World and happening in the circumstances described in the Occurrences.

## Definition

### Bodily Injury

Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock

## Interpretations

**The Insured** - shall include:

- a** personal representatives of the Insured in the event of the death of the Insured but only in respect of liability incurred by the Insured.

## Occurrences

### 1 Where Section 16A – Buildings is operative:

incidents in or about the Home based on the Insured's liability solely as owner of the Home.

### 2 Where Section 16B – Contents is operative:

- a** incidents in or about the Home based on the Insured's liability solely as occupier not as owner of the Home
- b** incidents in or about the Home and anywhere else in the United Kingdom or while travelling with the Insured elsewhere in the World based on the Insured's liability as an Employer of Domestic Servants under a contract of service and arising in the course of their employment by the Insured
- c** incidents anywhere in the World in respect of the liability of the Insured as private individuals.

### 3 Where Section 16F – Caravan is operative:

incidents in or about the caravan described in the Schedule to Section 16F while being used in accordance with the Description of Use (as defined in Section 16F) based on the Insured's liability as owner of the caravan including the liability of any authorised hirer or relative of the Insured.

## Indemnity Limit

The Company's liability under this Section in respect of any one Occurrence or series of Occurrences arising out of any one original cause shall not exceed £5,000,000.

In addition the Company will pay legal costs and expenses recoverable by the claimant and all costs and expenses agreed by the Company in writing.

## Exclusions

The Company shall not be liable under this Section in respect of liability arising from:

- 1** any trade, business or profession
- 2** the ownership possession or use of:
  - i** any mechanically propelled vehicles other than domestic gardening equipment under Occurrence **2a**
  - ii** caravans other than under Occurrence **3**
  - iii** watercraft other than hand or foot propelled craft, sailboards or surfboards under Occurrence **2c** or small craft
  - iv** aircraft including models
  - v** animals other than for domestic cats and dogs and horses when being used for private purposes only but excluding racing, steeplechasing, polo playing or hunting under Occurrence **2c**
  - vi** firearms other than sporting guns under Occurrence **2c**
  - vii** dogs referred to in the Dangerous Dogs Act 1991
- 3** any wilful or malicious acts by the Insured
- 4** the ownership or occupation of land or buildings other than the Home
- 5** any action brought against the Insured in any court outside the European Union
- 6** for Damage to property belonging to the Insured or held in trust or in the custody or control of the Insured
- 7** which is insured by or would but for the existence of this Section be insured by another Policy
- 8** the transmission of any communicable disease other than Bodily Injury to or sickness contracted by any person under a contract of service with the Insured when such Bodily Injury or sickness arises out of and in the course of their employment by the Insured as Domestic Servants
- 9** Bodily Injury to the Insured.



## Extensions

### 1 Defective Premises Act

The Company will indemnify the Insured in respect of liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any dwelling or land disposed of by the Insured but excluding:

- i Damage to any part of the structure upon which the Insured or anyone on the Insured's behalf has worked if the Damage results from such work
- ii liability for which the Insured is entitled to indemnity under any other policy.

### 2 Unrecovered Damages

In the event of an incident occurring during the Period of Insurance which results in a judgement for damages being obtained by the Insured in any court situate in the United Kingdom and the award remaining unsatisfied in whole or in part three months after the date of such judgement the Company will pay to the Insured the amount of such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- i there is no appeal outstanding
- ii the Insured would have been entitled to payment under this Section had the Insured's position and the position of the party responsible been reversed

### 3 Corporate Manslaughter and Corporate Homicide Act 2007

The Company will indemnify the Insured against legal costs and expenses incurred with the Company's prior written consent in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to be committed in the course of the Business during the Period of Insurance

Provided that:

- a the Company's liability under this Extension shall be limited to a maximum amount of £1,000,000 in respect of any Occurrence in the aggregate in any one Period of Insurance

- b this Extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c the Company must consent in writing to the appointment of any solicitor or counsel acting on behalf of the Insured
- d the Insured shall immediately notify the Company of receipt of any summons or other process served upon the Insured which may give rise to proceedings arising from the cover under this Extension
- e before the Company consents to any appeal proceedings costs the counsel must have been advised there is a strong possibility the appeal will be successful. Any information in support of this assertion requested by the Company shall be supplied by the Insured

It is understood the Company will have no liability under this Extension:

- a If the Insured has committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide
- b for any fines or penalties of any kind
- c where the Insured can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide from any other source or insurance or where but for the existence of the Extension the Insured would have obtained indemnity from any other source or insurance.

# Section 16D | Personal Possessions

In the event of Damage to the Personal Possessions occurring anywhere within the Territorial Limits or for a period not exceeding 60 days in any one Period of Insurance elsewhere in the world the Company will pay up to the value of the property lost or damaged or where an individual item has been specifically mentioned in the Schedule the Sum Insured for that item.

Provided that cover in respect of Credit Cards is limited to the financial loss suffered by the Insured as a direct result of misuse by any unauthorised person.

## Definition

### Personal Possessions

Valuables Personal Effects Clothing and Luggage Sports Equipment Personal Money Credit Cards Pedal Cycles and property specifically mentioned in the Schedule all belonging to or the responsibility of the Insured.

## Exclusions

The Company shall not be liable under this Section in respect of:

- 1 any one article or pair or set of articles with a value in excess of that specified in the Schedule
- 2 contact or corneal lenses
- 3 property used for any professional or business purposes
- 4 property more specifically insured
- 5 property left in an unattended motor vehicle **unless** all doors windows and boot or hatchback are closed and securely locked
- 6 Damage caused:
  - i by Riot, Civil Commotion or Strikes outside the Territorial Limits
  - ii by wear and tear (but not as a result of this to a clasp or setting or the like) deterioration insect mildew vermin atmospheric conditions action of light or any other gradually operating cause
  - iii by any process of cleaning dyeing repairing or restoring or maintenance
  - iv by mechanical electrical or computer breakdown failure or derangement
  - v by misuse or use contrary to makers' instructions or interference with any component part
  - vi by confiscation, detention or seizure by customs or other officials or authorities
  - vii to Sports Equipment while in use

viii to Personal Money:

- a by shortages due to error omission or depreciation in value
- b where any loss is not reported to the Police within 24 hours of discovery

ix to Credit Cards:

- a where the loss of the cards is not reported to the Police and the issuing authority within 24 hours of discovery
- b losses after the issuing authority have been notified

x to Pedals Cycles:

- a by Theft if left unattended anywhere other than at the Home **unless** immobilised by a security device
- b when used or practising for racing, pacemaking or time trials

xi to camping equipment vehicles cycles (other than insured by this Section) watercraft aircraft or animals

## Excess

This Section does not cover the amount of the Excess shown in the Schedule

## Special Conditions

### Claims Settlement

Following Damage the Company will pay the cost of repair or replacement without deduction for wear and tear or depreciation except for:

- a clothing over 2 years old
- b pedal cycles over 5 years old

in which event the Company will pay the Insured the cost of replacement or repair less a deduction for wear and tear or depreciation.

The liability of the Company in respect of Damage arising out of any one occurrence will not exceed the amount stated against each item in the Schedule.

### Proof of Value

In the event of Damage to any one article or pair or set of articles where the value exceeds £2,500 the Insured will be required to provide to the Company a valuation or other such proof as the Company may request before any payment can be made.

### Limitation of Loss from Motor Vehicle

The Company's liability in respect of property left in an unattended Motor Vehicle unless more specifically insured is limited to 5% of the Contents Sum Insured or £2,500, whichever is lower.

# Section 16E | Family Legal Protection

Claims under this Section are dealt with and managed by DAS Legal Expenses Insurance Company Limited (DAS) on behalf of the Company.

The Company agrees to provide the insurance in this Section provided that:

- a** the Date of Occurrence of the insured incident is during the Period of Insurance and within the Territorial Limit
- b** any legal proceedings will be dealt with by a court or other body which DAS agrees to in the Territorial Limit
- c** in civil claims it is always more likely than not that an Insured Person will recover damages (or obtain any other legal remedy which DAS has agreed to) or make a successful defence
- d** the claim is reported to the Company as soon as the Insured Person becomes aware of it and within 180 days of the date of occurrence.

## Definitions

### Appointed Representative

The lawyer, accountant or other suitably qualified person who has been appointed to act for an Insured Person in accordance with the terms of this Section.

### Costs and Expenses

#### i Legal Costs

All reasonable and necessary costs chargeable by the Appointed Representative on a standard basis.

Also the costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them, or pays them with the agreement of DAS.

#### ii Accountants Costs

A reasonable amount in respect of all costs reasonably incurred by the Appointed Representative.

### DAS

DAS Legal Expenses Insurance Company Limited

### Date of Occurrence

- a** For civil cases (other than under insured incident 5 - Tax Protection) the Date of Occurrence is the date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause, the Date of Occurrence is the date of the first of these events.
- b** 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.

- c** For Full Enquiries the Date of Occurrence is when HM Revenue & Customs first notifies the Insured Person in writing the intention to make enquiries.

### Full Enquiry

An extensive examination by HM Revenue & Customs which considers all aspects of an Insured Person's self-assessment tax return, excluding those enquiries which are limited to one or more specific aspects of the Insured Person's self-assessment tax return.

### Insured Person

Any partner director or principal of the Insured including any member of their family who always lives with them. Anyone claiming under this Section must have the Insured's agreement to claim.

### Territorial Limit

In respect of Covers 2 - Contract Disputes and 3 - Bodily Injury:

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).

For all other insured incidents:

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

## Cover

### 1 Employment Disputes

DAS will negotiate for an Insured Person's legal rights in a dispute arising from their contract of employment for their work as an employee.

### Exclusions

Costs and Expenses for:

- 1 Disciplinary hearings or internal grievance procedures
- 2 Any claim relating solely to personal injury.

## 2 Contract Disputes

DAS will negotiate for:

- 1 An Insured Person's legal rights in a contractual dispute arising from an agreement or an alleged agreement which an Insured Person has entered into for:
  - a the buying or hiring in of any goods or services, or
  - b the selling of any goods
- 2 An Insured Person's legal rights in a contractual dispute or for misrepresentation arising from an agreement or alleged agreement which the Insured Person has entered into for the buying or selling of the Insured's principal home.

### Special Provisions

In both 1 and 2:

- a the Insured entered into the agreement or alleged agreement during the Period of Insurance
- b the amount in dispute exceeds £100.

### Exclusions

Any claim relating to:

- a a contract relating to an Insured Person's trade, profession, employment or any business venture
- b construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT)
- c a contract involving a motor vehicle
- d the settlement payable under an insurance policy
- e a dispute arising from any loan, mortgage, pension, investment or borrowing.

## 3 Bodily Injury

DAS will negotiate for an Insured Person's legal rights in a claim against a party who causes the death of, or bodily injury to, the Insured Person.

### Exclusions

Any claim relating to:

- a any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident, or
- b defending an Insured Person's legal rights, but defending a counter-claim is covered.

## 4 Property Protection

DAS will:

- 1 negotiate for an Insured Person's legal rights in a civil action, and/or
- 2 arrange mediation

for a dispute relating to material property (including the Insured's principal home) which is owned by the Insured Person or for which the Insured Person is responsible, following:

- a an event which causes or could cause physical damage to such material property, provided that the amount in dispute is more than £100, or
- b a legal nuisance, or
- c a trespass.

### Exclusions

1 Any claim relating to:

- a a contract entered into by an Insured Person
- b any building or land other than the Insured's principal home
- c someone legally taking an Insured Person's material property from them, whether the Insured Person is offered money or not, or restrictions or controls placed on an Insured Person's material property by any government or public or local authority unless the claim is for accidental physical damage
- d work done by any government or public or local authority unless the claim is for accidental physical damage
- e a motor vehicle owned or used by, or hired or leased to an Insured Person
- f mining subsidence.

2 Defending a claim relating to an event that causes or could cause physical damage to material property, but defending a counter-claim is covered.

3 The first £250 of any claim for legal nuisance or trespass. This is payable as soon as DAS accept the claim.

## 5 Tax Protection

DAS will negotiate for an Insured Person, and represent them in any appeal proceedings, in the event of a Full Enquiry into their personal tax affairs.

### Exclusions

- 1 The tax affairs of a company, or any claim if the Insured Person is self-employed, a sole trader, or in business partnership.
- 2 An investigation by the Special Compliance Office.

## 6 Legal Defence

DAS will defend an Insured Person's legal rights:

- 1 if an event arising from the Insured Person's work as an employee leads to:
  - a the Insured Person being prosecuted in a court of criminal jurisdiction, or
  - b civil action being taken against the Insured Person under legislation for unlawful discrimination, or
  - c civil action being taken against the Insured Person under section 13 of the Data Protection Act 1998.
- 2 if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.

### Exclusions

- 1 Parking or obstruction offences.
- 2 The driving of a motor vehicle by an Insured Person for which the Insured Person does not have valid motor insurance.

## Exclusions applicable to the whole Family Legal Protection Section

The Company will not be liable in respect of:

- 1 Any claim reported to DAS more than 180 days after the date the Insured Person should have known about the insured incident
- 2 Any incident or matter arising before the start of cover under this Section
- 3 Costs and Expenses incurred before the written acceptance of a claim by DAS
- 4 Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority.
- 5 Any claim relating to an Insured Person's alleged dishonesty or alleged violent behaviour.
- 6 Any claim relating to written or verbal remarks which damage an Insured Person's reputation.
- 7 Any claim relating to a lease of land or buildings of less than 21 years, or a licence or tenancy of land or buildings. However, DAS do cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.
- 8 Any insured incident deliberately or intentionally caused by an Insured Person.
- 9 A dispute with the Company or DAS not otherwise dealt with under Condition 6 of this Section.
- 10 An application for judicial review.

- 11 Legal action an Insured Person takes which DAS or the Appointed Representative have not agreed to or where the Insured Person does anything that hinders DAS or the Appointed Representative.

## Conditions applicable to the whole Family Legal Protection Section

- 1
  - a DAS can take over and conduct in the name of an Insured Person, any claim or legal proceedings at any time. DAS can negotiate any claim on behalf of an Insured Person.
  - b The Insured Person shall be free to choose an Appointed Representative (by sending DAS a suitably qualified person's name and address) if:
    - i DAS agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of the Insured Person in those proceedings, or
    - ii there is a conflict of interest.

DAS may choose not to accept the Insured Person's choice, but only in exceptional circumstances. If there is a disagreement over the choice of Appointed Representative in these circumstances the Insured Person may choose another suitably qualified person.
  - c In all circumstances other than those set out in **1b** above, DAS shall be free to choose an Appointed Representative.
  - d An Appointed Representative will be appointed by DAS and represent an Insured Person according to DAS' standard terms of appointment. The Appointed Representative must co-operate fully with DAS at all times.
  - e DAS will have direct contact with the Appointed Representative.
  - f An Insured Person must co-operate fully with DAS and with the Appointed Representative and must keep DAS up-to-date with the progress of the claim.
  - g An Insured Person must give the Appointed Representative any instructions that DAS require.
- 2
  - a An Insured Person must tell DAS if anyone offers to settle a claim and must not agree to any settlement without the written consent of DAS.
  - b If an Insured Person does not accept a reasonable offer to settle a claim, the Company may refuse to pay further Costs and Expenses.
  - c DAS may decide to pay the Insured Person the amount of damages that the Insured Person is claiming or is being claimed against them instead of starting or continuing legal proceedings.



- 3 a If DAS asks an Insured Person must tell the Appointed Representative to have Costs and Expenses taxed, assessed or audited.
- b An Insured Person must take every step to recover Costs and Expenses that the Company have to pay and must pay the Company any Costs and Expenses that are recovered.
- 4 If an Appointed Representative refuses to continue acting for an Insured Person or if an Insured Person dismisses an Appointed Representative, the cover the Company provide will end at once, unless DAS agree to appoint another Appointed Representative.
- 5 If an Insured Person settles a claim or withdraws their claim without the agreement of DAS, or does not give suitable instructions to an Appointed Representative, the cover the Company provide will end at once and the Company will be entitled to re-claim any Costs and Expenses paid by the Company.
- 6 If DAS and an Insured Person disagree about the choice of Appointed Representative, or about the handling of a claim, DAS and the Insured Person can choose another suitably qualified person to decide the matter. We must both agree to this in writing. If DAS cannot agree with the Insured Person about the choice of the second suitably qualified person, DAS will ask the president of a relevant national law society to choose a suitably qualified person. Whoever loses the disagreement will have to pay the costs of settling it.
- 7 DAS may at their discretion require the Insured Person to obtain an opinion from counsel at the Insured Person's 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 proceedings, the cost of obtaining the opinion will be paid by the Company.
- 8 All Acts of Parliament within the policy wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

## Helpline Services

DAS provide these services 24 hours a day, seven days a week during the Period of Insurance. All helplines apply to the United Kingdom unless otherwise stated. To help DAS check and improve service standards, all calls are recorded, except those to the Health and Medical Information and Counselling services.

When phoning, the Insured Person should tell DAS they are an NIG Farmweb policyholder.

## Eurolaw Legal Advice

DAS will give an Insured Person confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

## Tax Advice

DAS will give an Insured Person confidential advice over the phone on personal tax matters.

## Health & Medical Information

DAS will give an Insured Person information over the phone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve overall health. Information is available on all health services including hospital waiting lists.

For the following four assistance services, the Insured Person will be responsible for paying the costs for the help provided.

## Domestic Assistance

DAS will arrange help or repairs needed if the Insured Person has a domestic emergency in the home, such as a burst pipe, blocked drain, broken window or building damage.

## Veterinary Assistance

If the Insured Person's pet is ill or injured, DAS can help find a vet who can offer treatment.

## Childcare Assistance

DAS will arrange help following an emergency (such as illness or injury to an Insured Person) if a regular childminder cannot attend or a Insured Person has to leave children at home unexpectedly.

## Home Assistance

DAS will arrange assistance following an emergency (such as illness or injury to an Insured Person) when help is needed to run the home. DAS can help find cleaning staff, au pairs and housekeepers.

## Counselling

DAS will provide an Insured Person with a confidential counselling service over the phone, including, where appropriate, onward referral to relevant voluntary or professional services.

**To contact the Counselling helpline, phone DAS on 0117 934 2121.**

DAS will not accept responsibility if the Helpline Services are unavailable for reasons DAS cannot control.



# Section 16F | Caravan

In the event of Damage to the Caravan stated in the Schedule the Company will indemnify the insured up to the Sum Insured shown in the Schedule

Provided that the Caravan is being used in accordance with the Description of Use.

## Definition

### Caravan

The Caravan and the fixtures, fittings (including awnings, external steps and generators), furniture, furnishings, bedding, household linen, utensils, Personal Effects, Clothing and Luggage, Audio and Visual Equipment and Sports Equipment in or attached thereto.

## Description of Use

### 1 Touring Indemnity

While being used for Social Domestic or Pleasure purposes:

- a** by the Insured while the Caravan is being towed by the Insured behind any motor vehicle and while detached from the vehicle anywhere in the United Kingdom or the Republic of Ireland or up to 60 days during any one Period of Insurance while on the Continent of Europe including the journey by recognised sea routes to and from the United Kingdom
- b** while on hire to any person or on loan to any relative or friend of the Insured but only when the Caravan is stationary on a fixed site in the United Kingdom
- c** while being towed or transported by any caravan manufacturer, supplier, repairer or engineer or any road vehicle recovery service in connection with their business.

### 2 Fixed Site Indemnity

While being used for Social Domestic or Pleasure purposes by the Insured on hire to any person or on loan to any friend or relative of the Insured while the Caravan is:

- a** stationary on the fixed site described in the Schedule
- b** temporarily removed to any other location for storage, maintenance or repair
- c** being towed or transported directly between the site or other location to another fixed site but only for a maximum of two journeys not lasting longer than 48 hours each in any one Period of Insurance.

### 3 Touring Indemnity including Towing by Hirer

While being used for Social Domestic or Pleasure purposes:

- a** by the Insured while the Caravan is being towed by the Insured behind any motor vehicle and while detached from the vehicle anywhere in the United Kingdom or the Republic of Ireland or up to 60 days during any one Period of Insurance while on the Continent of Europe including the journey by recognised sea routes to and from the United Kingdom
- b** on hire to any person or on loan to any friend or relative of the Insured while being towed by them behind any motor vehicle and while detached from the vehicle anywhere in the United Kingdom
- c** while being towed or transported by any caravan manufacturer, supplier, repairer or engineer or any road vehicle recovery service in connection with their business.

## Extensions

The Insurance provided by this Section is extended to include the following:

### A Additional Costs

Following Damage to the Caravan the Company will pay the reasonable costs of:

- i** protection and removal of the Caravan to the nearest competent repairer and return to the Home or the Caravan's permanent site
- ii** disconnection and reconnection of services at the permanent site
- iii** the following if the Caravan is damaged outside of the United Kingdom and cannot be economically repaired before the Insured's intended return home:
  - a** removing the Caravan to the port of embarkation
  - b** any additional freight charges from that port to the United Kingdom
  - c** returning the Caravan from the United Kingdom port to the Home
  - d** any customs duty payable by the Insured on the Caravan following temporary importation into any country in the Continent of Europe

## B Alternative Accommodation

In the event that the Caravan becomes uninhabitable as a result of Damage whilst being used by the Insured for touring or holiday purposes the Company will pay the additional cost of hiring an alternative caravan for a maximum of 15 days in any one Period of Insurance

## C Hiring Charges

In the event that the Insured suffers loss of hiring charges as a result of Damage to the Caravan the Company will pay for a maximum of 15 days hiring charges in any one Period of Insurance in respect of bookings made prior to the date of the Damage.

## Exclusions applicable to Extensions A, B and C

In addition to the Exclusions applicable to the whole Section

- 1 Loss of any customs deposit as a consequence of any wilful act by the Insured.
- 2 Any amount exceeding £20 per day.

## Exclusions

The Company shall not be liable under this Section in respect of:

- 1 Damage to :
  - a any property more specifically insured
  - b contact or corneal lenses
  - c Valuables, Personal Money, Credit Cards, Collections or Works of Art
- 2 Damage caused:
  - a by Riot, Civil Commotion or Strikes outside Great Britain, the Channel Islands or the Isle of Man
  - b by wear tear deterioration insect mildew vermin atmospheric conditions action of light or any other gradually operating cause
  - c by mechanical electrical or computer breakdown failure or derangement
  - d by Theft or conversion by any hirer
  - e to tyres by punctures, cuts, bursts or the application of brakes
  - f by confiscation, detention or seizure by customs or other officials or authorities
  - g while the Caravan is being used as a permanent residence or for any trade business or profession

- 3 where the Description of Use is either 1 – Touring Indemnity or 3 – Touring Indemnity including Towing by Hirer to Audio and Visual Equipment while the Caravan is not being used by the Insured
- 4 where the Description of Use is 2 – Fixed Site Indemnity:
  - a by Theft of any unfixed contents or Audio and Visual Equipment unless the Insured is in residence in the Caravan at the time of Damage and the Caravan is securely locked and all windows are tightly closed and locked where possible
  - b to Audio and Visual Equipment (but not televisions or radios) left in the Caravan when the Caravan site is closed for holiday occupation.

## Conditions

### A Claims Settlement

The Company will pay the cost of repair without deduction for wear and tear or depreciation except where:

- i any item of linen or clothing is over 2 years old
- ii the Sum Insured is less than the total cost of replacement as new
- iii the Caravan is:
  - a older than 1 year from new when used in accordance with Description of Use 1 or 3, or
  - b older than 2 years from new when used in accordance with Description of Use 2

- iv the Caravan is no longer produced

in which event the Company will at its option:

- i pay the cost of replacement or repair less a deduction for wear and tear or depreciation
- ii proportionately reduce any payment
- iii replace the Caravan with an equivalent model.

### B Repairs

Where the estimated cost of the repairs does not exceed £250 the Insured may authorise repairs to the Caravan provided the Insured then provides the Company with a detailed estimate immediately.

### **C Alternative Accommodation and Hiring Charges**

The Insured is required to keep all receipted bills or other proof of additional expenses incurred. In respect of the hiring out of the Caravan the Insured is required to maintain a complete record of all names and addresses of hirers intended periods of hire and charges paid or chargeable. If more than one Caravan is insured separate records must be maintained for each including identification of the Caravan to which each period of hire relates.

### **D Theft of Caravans**

If the Caravan is used in accordance with Description of Use 1 or 3 and is detached from the towing vehicle and unattended the Caravan must be secured by a hitch lock or wheel clamping device.

### **Excess**

This Section does not cover the amount of the Excess shown in the Schedule.

# Important Information

## Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium paid unless a claim has been made.

## Termination

If you wish to terminate the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. Any return of premium will be made based on the number of days remaining in the Policy period, unless a claim has been made when no refund is due.

## Instalments – Consumer Credit Agreement

If you have chosen to pay by instalments with NIG please read the Terms and Conditions of your Consumer Credit Agreement. Failure to comply with the Terms and Conditions of your Consumer Credit Agreement may affect your Policy.

## How to make a claim

Please contact, in the first instance, the Broker, Intermediary or Agent who arranged the Policy. Please quote your policy number.

## How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the policy they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address, quoting your policy number.

The Chief Executive,  
NIG  
Crown House,  
145 City Road,  
London  
EC1V 1LP.

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

South Quay Plaza,  
183 Marsh Wall,  
London E14 9SR

Telephone: 0845 080 1800.

## Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised and regulated by the Financial Services Authority, registration number 202810. The Financial Services Authority website, which includes a register of all regulated firms can be visited at [www.fsa.gov.uk](http://www.fsa.gov.uk), or the Financial Services Authority can be contacted on 0845 606 1234.

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk).

**Whoever you are contacting, please always quote your Policy Number as it will help your enquiry or complaint to be dealt with promptly.**









