



Policy Booklet

Farm Combined



Helpline Services

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

These helpline services are provided which the Insured Person may use while this Policy is in force:

For the purpose of these Helpline Services, Insured Person shall mean:

The Insured or any partner of the Insured or director of the Insured or Employee and any other individuals declared to and accepted by the Company.

DAS will not accept responsibility if the telephone helpline services operated by them are unavailable for reasons they cannot control.

Eurolaw Commercial Legal and UK Tax Advice

0345 878 5024

Unlimited access, over the telephone, to a team of legal advisors for confidential legal advice on any commercial legal problem affecting the Business such as:

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

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

- the United Kingdom
- the Channel Islands and the Isle of Man
- any member state of the European Union
- Switzerland and Norway

Wherever possible, the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However, if this is not possible, DAS will arrange a call back at a time to suit the Insured Person.

DAS's legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, DAS will refer the Insured Person to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am–5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will call the Insured Person back.

DAS offer confidential advice over the phone on any tax matters affecting the Business, under the laws of the United Kingdom.

Tax advice is provided by tax advisors 9am–5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will aim to call the Insured Person back the next working day between 9am and 5pm.

This helpline is provided on the Company's behalf by DAS Legal Expenses Insurance Company Limited (DAS). Calls may be recorded.

Counselling Service

0345 878 5029

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

A confidential counselling service for the Insured Person (and their immediate family who permanently live with them) over the telephone to all aged 18 or over and to 16 and 17 year olds, provided they are in full-time employment, assisting issues such as:

- Stress
- Relationship
- Depression
- Bereavement
- Family

This service can also help with:

- Onward referral to relevant voluntary, self-help groups or professional services
- Details of face to face counsellors in the Insured Person's area

Any costs arising from the use of these referral services will not be paid by DAS.

This helpline is provided on the Company's behalf by DAS Legal Expenses Insurance Company Limited. All calls are dealt with in the strictest confidence, but to assist DAS with checking and improving service standards, calls may be recorded.

Health and Medical Service

0345 878 5031

Health and medical information is provided by a medically qualified person 9am–5pm, Monday to Friday, excluding public and bank holidays. If the Insured Person calls outside these times, a message will be taken and a return call arranged within the operating hours.

Advice and assistance, assisting with issues such as:

- Exercise Information
- Changing doctors
- Giving up smoking
- Inoculations
- Sports injuries
- Nutrition assessment
- Complementary health
- Bespoke fact sheets can be sent out if requested
- Comprehensive doctor, clinic and treatment facility database

This helpline is provided on the Company's behalf by DAS Legal Expenses Insurance Company Limited. Calls may be recorded.

Business Emergency Assistance

0345 878 5024

Assistance in the event of an emergency affecting the Insured's business premises, 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 the Insured must pay any call-out or repair charges. One telephone call will bring assistance as soon as possible.

As the helpline is available 24 hours a day and seven days a week, the Insured may call at any time. Please ensure that the Policy number is available when telephoning as this will be requested. This appears on the Policy Schedule.

This helpline is provided on the Company's behalf by DAS Legal Expenses Insurance Company Limited. Calls may be recorded.

In addition to these helplines, DAS offer on the Company's behalf access to the following services:

Employment Manual

The DAS Employment Manual offers comprehensive, up-to-date guidance on rapidly changing employment law. To view it, please visit

www.dasinsurance.co.uk/employment-manual.

If the Insured would like notifications of when updates are made to the Employment Manual please email DAS at **employmentmanual@das.co.uk** quoting the Insured's name and Policy number shown in the Schedule.

DAS Businesslaw

DAS Businesslaw contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help the Insured with the day-to-day running of their business, as well as helping the Insured to manage their exposure to legal risk.

DAS Businesslaw's document builders can help the Insured quickly create documents such as:

- HR policies
- Data protection policy.
- Employee contracts
- Copyright and trademark licences.
- T&C documentation
- Privacy statements
- Debt recovery letters

In addition, DAS Businesslaw contains hundreds of regularly updated expert guides and videos on topics such as branding, crowdfunding, financial and tax planning, and marketing strategy to help build and grow the Insured's business.

How do I get started?

1. Visit **www.dasbusinesslaw.co.uk**;
2. Enter DASBNIG100 into the 'voucher code' text box and press Validate Voucher;
3. Fill out your name and email address, create a password, and specify what type of business you have;
4. Validate your email address by pressing the link in the confirmation email that you receive.

Emergency Glazing & Security Assistance

0345 878 5455

The Company's glass replacement service provides an efficient replacement service for fixed internal and external glass 24 hours a day, 7 days a week throughout the year. In addition, replacement locks or emergency security measures are also available.

Provided the Damage is covered by this Policy, the cost will be settled by the Company directly with the Company's service providers. If, however, this Policy requires payment of the first amount of any claim, or if the Insured is registered for Value Added Tax, the Company's service provider will invoice the Insured direct for this amount.

NOTE: Using any other repairer will not affect the Insured's right to claim under this Policy.

This helpline is provided on the Company's behalf by the Company's approved supplier panel. Calls may be recorded.

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Farm Combined Policy

NIG policies are underwritten by U K Insurance Limited, (the "Company"). The Company will provide the insurance described in this Policy, which consists of individual Sections, (subject to the terms, definitions, conditions, clauses and exclusions) for the Period of Insurance. This Policy should be read in conjunction with the Schedule which confirms the Sections the Insured is covered for.

General Definitions

These definitions apply to this Policy (other than in respect of Section 13b: Engineering Inspection, of this Policy). In addition other more specific definitions apply under some of the Policy Sections and are stated in those Policy Sections.

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 when commencing with a capital letter in this Policy or the relevant Section respectively.

Average

Whenever an item is declared to be subject to average under this Policy:

- a** if the property covered thereby at the commencement of any Damage insured against under this Policy is collectively of greater value than its Sum Insured; or
- b** if the Gross Profit or Gross Revenue (as defined in Section 2: Business Interruption, of this Policy), or a proportionately increased multiple thereof where the Indemnity Period (as defined in Section 2) exceeds 12 months, is greater than the Sum Insured for such item at the commencement of any insured Damage,

then the Insured shall be considered as their own insurer for the difference and shall bear a rateable share of the loss accordingly.

Business

The business as stated in the Schedule including:

- a** directly connected activities, such as:
 - i** the use of contractors on the Premises;
 - ii** rural controls undertaken at the Premises including pest or vermin control activities;
 - iii** the use of accommodation land;
 - iv** agricultural contracting (excluding crop spraying) on a neighbourly reciprocal basis only, where no money changes hands;
 - v** bed and breakfast;
 - vi** retail sales of home grown produce including farmers markets, unless the produce has been processed;
 - vii** hiring out of the Insured's animals for stud purposes excluding horses;
 - viii** letting of land for caravans and/or tents;
 - ix** letting of land to another farmer for purposes no more extensive than the use by the Insured;
 - x** sale of hay and straw, grown by the Insured for animal feed purposes;

- xi** school visits and/or farm open days other than open farms or tourist attractions;
- xii** private shoots up to a maximum of 10 days per annum not advertised or operated for profit; and
- xiii** charity events, fetes, BBQ's, barn dances and cocktail parties, as fundraising events for up to 100 people;

- b** the ownership, use, repair, maintenance and decoration, of the Premises occupied by the Insured; and
- c** the repair or maintenance of vehicles or plant, owned and used by the Insured.

Business Hours

The period during which the Premises are actually occupied by the Insured, Employees and/or persons responsible on a neighbourly reciprocal basis, for the purposes of the Business.

Company

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.

Cyber Event

- a** a failure of electronic equipment to correctly recognise, process or store any data; or
- b** a hostile, malicious, illegal or transgressive act committed through electronic systems or (including but not limited to):
 - i** a virus, meaning a program, code, programming instruction or any set of instructions intended to damage, interfere with or have a negative effect on computer programs, data or operations;
 - ii** hacking, meaning unauthorised access to any computer or other electronic equipment; or
 - iii** a denial of service attack, meaning any actions or instructions intended to damage, interfere with or affect the availability or performance of networks, network services, network connectivity or telecommunication systems.

Damage

Accidental 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** 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 a person supplied by a labour master;
- d** 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; or
- h** a voluntary helper.

Index Linking

Whenever a Sum Insured is declared to be subject to index linking under this Policy it is adjusted at monthly intervals as follows:

- a** in respect of Buildings (other than Buildings under the Farm Home Buildings Section) and Tenants' Improvements – in accordance with the percentage change in the General Building Cost Information Service;
- b** in respect of Plant, Machinery, Trade Fixtures (and all other contents), Portable Hand Tools and Electronic Business Machines, Computers and Software and Household Contents (under the Farm Home Contents Section) – in accordance with the Durable Goods Section of the Retail Prices Index;
- c** in respect of Stock in Trade, Customers' Goods, Cigarettes and Tobacco and Wines and Spirits – in accordance with the Producer Price Index; and
- d** in respect of Buildings (under the Farm Home Buildings Section) – in accordance with the Rebuilding Cost Index prepared by the Association of British Insurers.

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

Insured

The person, persons, Limited Liability Partnerships or Limited or Public Limited Company, named in the Schedule and, in respect of Section 4: Employers' Liability, the Policyholder stated upon the Certificate of Employers' Liability Insurance.

Livestock

Animals, belonging to or within the care, custody or control of the Insured, in connection with the Business.

Machinery and Plant

Machinery and plant owned by the Insured or held by them in trust for which they are responsible.

Period of Insurance

- a** The period beginning with the Effective Date and ending with the Expiry Date (both stated in the New Business Schedule or latest effective Renewal Schedule as applicable); and
 - b** any subsequent period,
- for which the Insured shall pay and the Company shall agree to accept the Insured's premium.

Policy

This policy including the Sections and the Schedule, all of which should be read together as one contract.

Premises

Premises at the address(es) stated in the Schedule occupied by the Insured for the purposes of the Business including any premises within the United Kingdom, Channel Islands and the Isle of Man, owned, used or occupied by the Insured for the purposes of the Business.

Schedule

The schedule applicable to this Policy.

Sum Insured

The sum insured as stated in the Schedule unless otherwise stated in this Policy.

Vacant or Disused

In respect of Buildings intended for:

- a** commercial or agricultural purposes, other than Buildings intended for letting out by the Insured and other than in respect of structures utilised in connection with the Business on a seasonal basis:
vacant, unoccupied or not in use for the intended purpose;
- b** letting out by the Insured for agricultural or other commercial purposes (including residential or holiday let):
unoccupied, vacant or not lived in, for a period of more than 90 consecutive days.

General Conditions

These Conditions apply to this Policy (other than in respect of Section 13b: Engineering Inspection, of this Policy unless otherwise stated in this Policy). The Insured must comply with these Conditions. Where additional Conditions apply to a specific Section of this Policy, they are stated under that Section.

1 Fair Presentation of the Risk

- a** The Insured has a duty to make to the Company a fair presentation of the risk before:
 - i** the inception of this Policy;
 - ii** an alteration made to this Policy, concerning changes in the risk which are relevant to the proposed alteration; and
 - iii** the renewal of this Policy; and
- b** In the event of a breach of such duty, if the breach is:
 - i** deliberate or reckless, the Company may:
 - a** in relation to an alteration made to this Policy, (notwithstanding the references to notice period and the refunding of premiums in General Condition 5 b) by notice to the Insured in writing at the Insured's last known address treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
 - b** in relation to the inception or renewal of this Policy, avoid this Policy and refuse all claims and retain any premiums paid;
 - ii** neither deliberate nor reckless and the Company would not have:
 - a** in relation to an alteration made to this Policy, agreed to the alteration on any terms, the Company may treat this Policy as if the alteration was never made, but in that event the Company:
 - i** will return any extra premium paid; or
 - ii** may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration. The Company will pay on such claim a percentage of what it would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or
 - b** entered into this Policy on any terms, the Company may avoid this Policy and refuse

all claims but will return any premiums paid; or

- iii** neither deliberate nor reckless and the Company:

- a** would have entered into this Policy or agreed to the alteration made to this Policy, but on different terms (other than terms relating to the premium), this Policy or the alteration (as applicable) will be treated as if it had been entered into on those different terms if the Company so requires; and

- b** in respect of an alteration made to this Policy:

- i** would have agreed to the alteration, but would have charged an increased premium by more than the Company did or (in the case of an unchanged premium) would have increased the premium, the Company may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

The Company will pay on such claim a percentage of what it would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the premium that the Company would have charged;

- ii** (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and the Company would have increased the premium, would not have reduced the premium, or would have reduced it by less than it did, the Company may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

The Company will pay on such claim a percentage of what it would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the original premium if the Company would not have changed

it, and otherwise the increased or (as the case may be) reduced total premium the Company would have charged.

- c** would have entered into this Policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, the Company may reduce proportionately the amount to be paid on a claim.

The Company will pay on such claim a percentage of what it would otherwise have been liable to pay (making provision for any different terms referred to in item **b iii a** above), based on the premium actually charged compared to the higher premium.

- c** The Company shall be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by the Company), in relation to a breach of the duty to make to the Company a fair presentation of the risk.

2 Reasonable Precautions

It is a condition precedent to the liability of the Company that the Insured must:

- a** take all reasonable precautions to prevent or minimise loss, destruction, damage, accident or injury;
- b** maintain the ways, Premises, machinery, equipment and furnishings in a good state of repair;
- c** exercise care in the selection and supervision of Employees;
- d** comply with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons;
- e** ensure that at the commencement of this Policy Livestock are in good health and free from injury and that all reasonable precautions should be taken at all times to safeguard against accident, illness or disease; and
- f** allow the Company access at reasonable times to examine any property.

3 Change of Risk or Interest

- a** It is a condition precedent to the liability of the Company that the Insured shall immediately notify the Company if any alteration be made either in the Business or at the Premises or in any property

therein, relating to duties of the Insured Person (in respect of Section 9) or in any other circumstances whereby the risk is increased other than in accordance with:

- i** Extensions E Non-Invalidation, I Capital Additions and U Inadvertent Omission to Insure under Section 1: Material Damage,
- ii** Extension A Capital Additions under Section 13a: Engineering Damage to Machinery and Plant,
- iii** Extensions G Non-Invalidation and Y Additions under Section 15A: Farm Home Buildings; and
- iv** Extension Q Additions under Section 15B: Farm Home Contents of this policy; or
- v** General Condition 1,

at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance.

- b** This Policy shall cease to be in force if:
 - i** the Insured's interest in the Business ends, other than by death; or
 - ii** the Business is to be wound up or carried on by a liquidator or receiver or permanently discontinued,

at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance, unless its continuance be agreed by the Company.

4 Adjustment of Premium

If any part of the premium or renewal premium is based on estimates declared by the Insured the Insured shall keep an accurate record containing all relevant particulars in making that estimate and shall allow the Company to inspect such record. In addition to any other declaration requirements specified in this Policy, the Insured shall within one month after the expiry of each Period of Insurance provide the Company with a declaration of:

- a** wage-roll, payments to sub-contractors, agricultural contracting turnover, all other turnover and where agreed by the Company, turnover in respect of exports to the United States of America and/or Canada and/or their dependencies or trust territories;
 - b** total annual carryings in respect of Section 8: Loss of Business Money and Personal Accident (Assault) and Section 10: Farm Property in Transit,
- for such expired Period of Insurance.

The premium shall then be adjusted based on the difference between the estimate and the declaration. The difference in premiums shall be paid by or allowed to the Insured. Should the Insured fail to supply the information required under this Condition then the Company shall be entitled to charge a reasonable additional premium.

5 Cancellation

a Cancellation Rights of the Insured

- i This Policy may be cancelled by the Insured within 14 days of receipt of this Policy (this is known as the “cooling off” period). If the Insured elects to cancel within this period they must return all policy documentation to their broker, intermediary or agent, who must return such documentation to the Company and the Company will refund the full amount of premium paid by the Insured. If a claim has been made or an incident notified to the Company that could give rise to a claim during the “cooling off” period, this Policy will be treated by the Company as in force and no refund of premium will be made.
- ii If the Insured elects to cancel this 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 Period of Insurance, unless a claim has been made (or an incident notified to the Company 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.
- iii Where the Insured pays premiums by instalments, any amount of premium returned under this General Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

b Cancellation Rights of the Company

- i 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 in writing to the Insured at the Insured’s last known address.
- ii If the Company cancels this Policy then the Insured will be entitled to a proportionate refund of premium, based on the number of days remaining in the Period of Insurance, unless a claim has been made (or an incident notified to

the Company that could give rise to a claim) during the Period of Insurance when no refund of premium will be made.

- iii Where the Insured pays premiums by instalments, any amount of premium refunded under this General Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

The total amount refunded to the Insured will be calculated by the Company in accordance with the process set out above. The calculation made by the Company will be final and binding.

6 Instalments

- a Notwithstanding General Condition 5 b, where the premium under this Policy is payable by instalments and the Insured fails to pay one or more instalments, the Company may cancel this Policy by giving 7 days’ notice in writing to the Insured at the Insured’s last known address.
- b Any amount of premium returned under this General Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

The total amount of premium refunded to the Insured will be calculated by the Company in accordance with the process set out in General Condition 5 above. The calculation made by the Company will be final and binding.

7 Choice of Law

The Insured and the Company may choose which law will apply to this Policy. Unless both parties agree otherwise, English law will apply. The Company has supplied this Policy and other information to the Insured in English and the Company will continue to communicate with the Insured in English.

8 Contracts (Rights of Third Parties) Act 1999

A person or company who is 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.

9 Sanctions, Prohibitions or Restrictions

The Company will not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Claims Conditions

These Conditions apply to this Policy (other than in respect of Section 13b: Engineering Inspection, of this Policy). The Insured must comply with these Conditions. Where additional Conditions apply to a specific Section of this Policy, they are stated under that Section.

1 Conditions Precedent

Every condition precedent to which this Policy or any Section or item thereof is, or may be, made subject shall, from the time the condition precedent attaches, apply and continue to be in force during the whole currency of this Policy.

2 Action by the Insured

It is a condition precedent to the liability of the Company that the Insured shall:

- a** immediately notify the Company on the happening of any incident which could result in a claim under this Policy and immediately send to the Company every relevant document relating to any impending prosecution, inquest or fatal accident enquiry or civil proceedings;
- b** immediately notify the Company of, and deliver to the Company at their own expense, a claim with such detailed particulars and proofs as may reasonably be required by the Company and (if demanded by the Company) a statutory declaration of the truth of the claim and any matters connected therewith, within:
 - i** 4 days of the event giving rise to the claim, in the case of loss, destruction or damage, caused by hail;
 - ii** 7 days of the event giving rise to the claim, in the case of loss, destruction or damage, caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons;
 - iii** 30 days of the expiry of the Indemnity Period (as defined in Section 2: Business Interruption, of this Policy) in respect of business interruption claims; or
 - iv** 30 days of the event giving rise to the claim in the case of any other claim, or such further time as the Company may allow; and

notwithstanding items **b i** to **iv** above, the Insured shall immediately forward any claim by a third party or notice of any proceedings or any other correspondence and information received by the Insured relating to such claim on receipt;

- c** give immediate notification to the police in respect of:
 - i** vandalism;

- ii** theft or any attempt thereat; or
- iii** loss of money by any cause whatsoever, in relation to this Policy;
- d** make no admission of liability or offer, promise or payment, without the Company's written consent;
- e** 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;
- f** take all reasonable action to minimise any interruption or interference with the Business and to prevent further damage or other loss covered by this Policy;
- g** fully co-operate and 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; and
- h** in respect of Damage to any part of the property insured under Section 13: Engineering Damage to Machinery and Plant and Engineering Inspection, of this Policy:
 - i** discontinue use of any damaged property unless the Company authorises otherwise until such property has been repaired to the satisfaction of the Company; and
 - ii** pay any costs which are necessary to preserve without limitation, reduction or prejudice, all benefit under any manufacturer's or supplier's guarantee or warranty or any maintenance contract or provision; and
 - iii** retain any damaged parts that are replaced for inspection by the Company; and
 - iv** produce to the reasonable satisfaction of the Company, accounts, invoices, receipts and other documentation stating that repairs have been carried out or replacement has taken place as the case may be.

The Company shall not be liable for any further loss, destruction or damage, resulting from the continued use of the property insured until repaired to the satisfaction of the Company.

3 The Rights of the Company

The Company shall be entitled:

- a** on the happening of any loss, destruction or damage, in respect of which a claim is made under this Policy, 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 loss, destruction or damage has occurred and to take possession of, or require to be delivered to the Company any property insured by this Policy and deal with such property for all reasonable purposes and in a reasonable manner;

- b** at its discretion to take over and conduct in the name of the Insured, or any other person, 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 risk insured by this Policy, and the Insured shall give all information and assistance required by the Company;
- c** to any property for the loss of which a claim is paid under this Policy 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; and
- d** in the event of any Occurrence (as defined in Section 4: Employers' Liability, Section 5: Public Liability, Section 6: Products Liability and Section 15: Farm Home Section, of this Policy respectively) resulting in any claim(s) under Sections 4, 5, 6, 15A (Basis of Cover 4 Home and Caravan Owners' Liability) and/or 15B (Basis of Cover 4 Occupiers' and Personal Liabilities), of this Policy respectively, to pay to the Insured the amount of the Indemnity Limit (as defined in Sections 4, 5 and 6, of this Policy respectively) or Limit of Liability (as defined in Sections 15A and 15B, of this Policy), for such Occurrence (less any sums already paid as damages in respect of such Occurrence and, in respect of Section 4 of this Policy, less costs and expenses, incurred before the date of payment) or any lesser amount for which the claim(s) can be settled, after such payment the Company shall have no further responsibility in connection with such claim(s), except in respect of Sections 5, 6, 15A and 15B, of this Policy, for costs and expenses, incurred before the date of payment.

4 Fraudulent Claims

In the event of any claim under the Policy 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 the Insured's behalf to obtain benefit under this Policy, the Company:

- a** shall not be liable to pay the claim;
- b** may recover from the Insured any sums paid by the Company to the Insured in respect of the claim; and
- c** may (notwithstanding the references to notice period

and the refunding of premiums in General Condition 5 b) by notice to the Insured in writing at the Insured's last known address treat this Policy as having been cancelled with effect from the time of the fraudulent act and may:

- i** refuse all liability to the Insured under this Policy in respect of any event that gives rise to the liability of the Company occurring after the time of the fraudulent act; and
- ii** retain any premiums paid under this Policy.

5 Subrogation

The Company shall be subrogated to the rights of recovery of the Insured against any third party. Accordingly, it is a condition precedent to the liability of the Company that any claimant under this Policy shall, at the request and expense of the Company, take and permit to be taken all necessary steps for the Company to enforce any rights against any other party in the name of the Insured before or after any payment is made by the Company.

6 Other Insurances

Unless otherwise stated in this Policy:

- a** if at the time of any Occurrence (as defined in Section 4: Employers' Liability, Section 5: Public Liability, Section 6: Products Liability and Section 15: Farm Home Section, of this Policy respectively) incident, loss, destruction or damage, which gives rise to a claim, there is any other insurance effected by or on behalf of the Insured applicable to such Occurrence, incident, loss, destruction or damage, the liability of the Company shall be limited to its rateable proportion thereof; and
- b** 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 differences arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an arbitrator in England who will decide the matter in dispute according to English law and will be appointed by the parties in accordance with the relevant English statutory provisions for the time being in force. Where any such difference is to be referred to arbitration under this Condition, the making of an award will be a condition precedent to any right of action against the Company.

General Exclusions

These General Exclusions set out what is not covered under this Policy (other than in respect of Section 13b: Engineering Inspection, of this Policy). Where additional exclusions apply to a specific Section of this Policy, they are set out in that Section.

This Policy does not cover:

1 War, Government Action and Terrorism

- a** loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by or arising from:
 - i** War, Government Action, Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism); or
 - ii** civil commotion in Northern Ireland, except to the extent stated in Section 4: Terrorism, of this Policy, where insured;
- b** legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from:
 - i** War, Government Action, Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism); or
 - ii** civil commotion in Northern Ireland, except to the extent stated in the Liability Provisions relating to this General Exclusion and as provided by Basis of Cover 3 Terrorism in Sections: 15A Farm Home Buildings and 15B Farm Home Contents of this Policy.

For the purpose of this General Exclusion and its 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 any act or acts of any person or

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 and/or the threat thereof, 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 General Exclusion as far as it relates to Terrorism, any loss, destruction or damage or resulting loss or expense or other costs either directly or indirectly caused by or contributed to by or arising from such event is not covered by this insurance, the burden of proving that such loss, destruction, damage, expense or costs is covered shall be upon the Insured.

Liability Provisions

Subject otherwise to the terms, definitions, conditions, clauses and exclusions, of this Policy, the Company will indemnify the Insured under:

- a** Section 4: Employers' Liability;
- b** Section 5: Public Liability;
- c** Section 6: Products Liability;
- d** Section 15A: Farm Home Buildings, Basis of Cover 4 Home and Caravan Owner's Liability; and
- e** Section 15B: Farm Home Contents, Basis of Cover 4 Occupiers' and Personal Liabilities (as home occupier, employer of domestic staff and/or liability as a private individual),

of this Policy, in respect of legal liability arising from Terrorism (or any action taken in controlling, preventing or suppressing Terrorism) provided that under:

- 1** Section 4 and Section 15B (in respect of an employer of domestic staff), of this Policy, notwithstanding the Indemnity Limit as defined in Section 4 of this Policy and the limit as described in Section 15B of this Policy (in respect of an employer of domestic staff), the Company's liability (inclusive of interest thereon and all costs and expenses) payable in respect of any one Occurrence (as defined in Section 4 of Section 15B (in respect of an employer of domestic staff), as relevant), of this Policy or in the aggregate in respect of a series of such Occurrences arising out of any one original cause, shall not exceed £5,000,000;
- 2** Section 5, Section 15A (in respect of liability as home owner) and Section 15B (in respect of liability as home occupier and a private individual), of this Policy, notwithstanding the Indemnity Limit as

defined in Section 5 of this Policy and the limit as described in Section 15A of this Policy (in respect of liability as home owner) and Section 15B of this Policy (in respect of liability as home occupier and a private individual), the Company's liability for all damages (including interest thereon) payable in respect of any one Occurrence (as defined in Section 5, Section 15A (in respect of liability as home owner) or Section 15B (in respect of liability as home occupier and/or a private individual), as relevant), of this Policy or in the aggregate in respect of a series of such Occurrences arising out of any one original cause, shall not exceed £5,000,000 or in respect of Section 5 the amount of the Indemnity Limit stated in the Schedule, whichever is the lower;

- 3 Section 6 of this Policy, notwithstanding the Indemnity Limit (as defined in Section 6 of this Policy) stated in the Schedule, the Company's liability for all damages (including interest thereon) payable in respect of all Occurrences (as defined in Section 6 of this Policy) in the aggregate during any one Period of Insurance, shall not exceed £5,000,000 or the amount of the Indemnity Limit stated in the Schedule, whichever is the lower; and
- 4 Section 5, Section 6, Section 15A (in respect of liability as home owner) and Section 15B (in respect of liability as home occupier and a private individual), of this Policy, notwithstanding items 2 and 3 above and the Indemnity Limit as defined in Sections 5 and 6, of this Policy, stated in the Schedule and the limit as described in Section 15A of this Policy (in respect of liability as home owner) and Section 15B of this Policy (in respect of liability as home occupier and a private individual), the Company's liability for all damages (including interest thereon and all costs and expenses) payable in respect of all Occurrences in the aggregate (as defined in Section 5, Section 6, Section 15A (in respect of liability as home owner) or Section 15B (in respect of liability as home occupier and a private individual), of this Policy, as relevant) arising out of Pollution or Contamination (as defined in Section 5 or Section 6, of this Policy, as relevant), consequent upon Terrorism and which are deemed to have Occurred during any one Period of Insurance, shall not exceed £5,000,000 in the aggregate under each Section or the amount of the Indemnity Limit in the aggregate stated in the Schedule in Section 5 and/or Section 6, of this Policy, whichever is the lower.

2 Sonic Bangs

loss, destruction or damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

3 Radioactive Contamination

loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs either directly or indirectly caused by such loss, destruction or damage, 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; or
- b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

NOTE: As far as this General Exclusion concerns Bodily Injury (as defined in the relevant Sections of this Policy) caused to any Employee, if such Bodily Injury arises out of and in the course of employment or engagement of such person by the Insured, this General Exclusion shall apply only in respect of:

- i the legal liability of any principal; or
- ii legal liability assumed by the Insured under agreement and which would not have attached in the absence of such agreement.

4 Pollution or Contamination

loss, destruction or 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; or
- 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, of this Policy.

NOTE: Defined Perils

For the purposes of this General Exclusion, Defined Perils are:

fire, lightning, explosion, earthquake, subterranean fire, 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, storm, flood, escape of water or oil from any tank or apparatus or pipe, sprinkler leakage, theft or impact by any vehicle, falling trees or animal.

5 Date Recognition

any claim which arises directly or indirectly from or consists of the failure or inability of any:

- a** electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device; or
- b** media or systems used in connection with anything referred to in **a** above, whether the property of the Insured or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of:
 - i** recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time; or
 - ii** the operation of any command or logic which has been programmed or incorporated into anything referred to in **a** and **b** above.

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/or Apparatus, of this Policy, this Exclusion shall not exclude subsequent Damage not otherwise excluded from this Policy 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 or oil from any tank or apparatus or pipe, theft or impact by any vehicle or animal.

NOTE: General Exclusion 5 shall not apply to Section 4: Employers' Liability of this Policy.

6 Marine Policies

loss, destruction or damage to property which, at the time of the happening of the loss, destruction or 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.

7 Computer Virus and Hacking

- 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; or
- 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 or apparatus or pipe, sprinkler leakage or impact by any vehicle or animal.

For the purpose of this General 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.

General Exclusion 7 shall not apply to Section 4: Employers' Liability, Section 5: Public Liability, Section 6: Products Liability, Section 12: Deterioration of Frozen Food and/or Refrigerated Food, Section 13a: Engineering Damage to Machinery and Plant, Section 15A: Farm Home Buildings and Section 15B: Farm Home Contents, of this Policy or to Optional Additional Extension D (Engineering Damage to Bulk Milk Tanks

including Loss of Contents) under Section 11: All Risks on Machinery and/or Apparatus, of this Policy.

8 Infectious or Contagious Disease

- a** loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom; or
- b** any other losses, costs or expenses whatsoever; or
- c** any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or in any way arising from infectious or contagious disease and/or the fear or threat (actual or perceived) of infectious or contagious disease.

In this General Exclusion, the expression “infectious or contagious disease” shall mean any such disease whatsoever without limitation based upon its nature or characteristics (including, without limitation, the nature of any infective agent, any means of infection or transmission and/or any effects of the disease).

This General Exclusion shall not apply to:

- i** Additional Peril 15 Anthrax under Section 2 Business Interruption;
- ii** item **b** of Extension L Disease under Section 2: Business Interruption;
- iii** Extension R Dairy Farmers Extension under Section 2: Business Interruption;
- iv** Optional Extensions G a to u under Section 3: Livestock; and
- v** Section 4: Employers' Liability, Section 5: Public Liability, Section 6: Products Liability, Section 7: Environmental Liability, Section 9: Personal Accident and/or Sickness, Section 14: Commercial Legal Expenses and Section 15C: Family Legal Protection, of this Policy.

Section 1: Material Damage

In the event of Damage at the Premises to any Property Insured in connection with the Business occurring during the Period of Insurance and caused by any of the Perils (where stated as operative in the Schedule), the Company will pay to the Insured the value of such Property Insured or the amount of the Damage at the time of such Damage or, at its own option, reinstate or replace such property.

Provided that:

- a** 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 for each item (or any other stated limit of liability); and
- b** unless otherwise stated, the Sum Insured (or any other stated limit of liability) applies in the aggregate to property collectively described by each item under this Section.

Definitions

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

Buildings

- a** structures on the site of the Premises used for agricultural or other commercial purposes (including residential or holiday let):
 - i** built (other than the roof) of brick, stone, metal or concrete, and
 - ii** roofed with slates, tiles, asphalt, concrete, metal or other non-combustible materials (unless pitched felt roofs or flat roof),
 to at least 80% of:
 - a** the accumulative structures in a building range (being all buildings which communicate with and/or adjoin each other); or
 - b** the structure where not forming part of a building range described by a above,
 except as otherwise advised to the Company;
- b** landlords' fixtures and fittings, in and on the structures described in **a** above;
- c** internal and external fixed glass, sanitary ware and signs;
- d** central heating systems;
- e** small outside structures, extensions, annexes and gangways;
- f** concrete, paved or asphalt forecourts, yards, terraces, drives or footpaths;
- g** walls, gates and fences attached to and belonging to the structures at the Premises; and
- h** interior decorations,

all being the property of the Insured or for which the Insured is responsible, but excluding:

- a i** bridges and culverts, except where forming part of the structure insured by this Section; or
- ii** glasshouses, greenhouses, polythene tunnels, including temporary structures of similar construction,

unless stated in the Schedule; or

- b** Renewable Energy Installations

Glass

All fixed glass including shelves, showcases and mirrors.

Perils

For the purpose of this Section, Perils shall mean:

Standard 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** it undergoing any heating process or any process involving the application of heat other than grain or other produce drying; or
- b Lightning** but excluding Damage to any Wind Turbine insured hereunder not installed with the manufacturers recommended lightning protection system.
- c Spontaneous Fermentation**, heating or combustion.
- 2 Explosion** excluding Damage caused by or consisting of the bursting by steam pressure of a boiler, economiser or other vessel, machine or apparatus, belonging to the Insured or under the control of the Insured, in which internal pressure is due to steam only.
Notwithstanding this exclusion, explosion of domestic boilers or gas is covered by this Peril provided that:
 - i** such boiler or gas is used for domestic purposes only; and
 - ii** Damage is not caused by earthquake or subterranean fire.
- 3 Aircraft** or other aerial devices, or articles dropped therefrom.
- 4 Earthquake, Subterranean Fire.**
- 5 Impact:**
 - a** by vehicles;

- b** by animals;
 - c** from collapse or breakage of television or radio receiving aerials, satellite dishes, telegraph poles, lamp posts, pylons, wind turbines or parts falling therefrom; or
 - d** by falling trees but excluding Damage caused by felling, lopping or pruning of trees by the Insured or any member of the Insured's family or any Employee.
- 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:
- a** caused by cessation of work; or
 - b** due to confiscation, requisition or destruction, by or by order of the government or any public authority.
- 7 Malicious Persons** or vandals, excluding Damage:
- a** caused by such malicious persons or vandals, acting on behalf of or in connection with any political organisation;
 - b** caused by cessation of work;
 - c** due to confiscation, requisition or destruction by or by order of the government or any public authority;
 - d** caused by Theft as defined in Peril 8 below; or
 - e** when the Premises are Vacant or Disused or to property in any part of the Premises which is Vacant or Disused.

Optional Perils:

The following Perils only apply if shown as Operative in the Schedule.

- 8 (TH) Theft** or any attempt thereat (including Damage to buildings for which the Insured is responsible), excluding Damage:
- a** 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;
 - b** where the Insured or any Employee is concerned as principal or accessory;
 - c** to Glass;
 - d** which is due to unexplained shortage and/or disappearance;
 - e** due to fraud, trick, deception or false pretences; or
 - f** when the Premises are Vacant or Disused or to property in any part of the Premises which is Vacant or Disused.

9 (ST) Storm, Tempest, excluding Damage:

- a** to boundary walls (not forming part of the structure of the Building), fences, gates and hedges;
- b** to movable property in the open or temporary portable animal shelters;
- c** to wind turbines;
- d** to growing crops in the open or under frames and cloches;
- e** to buildings not maintained in a good state of repair;
- f** caused by the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam;
- g** caused by inundation from the sea whether resulting from storm or otherwise;
- h** caused by frost, subsidence, ground heave or landslip;
- i** attributable solely to change in the water table level; or
- j** to Stock in Trade, farm produce or supplies stored in open-sided structures.

10 (FL) Flood, excluding Damage:

- a** caused by storm or tempest;
- b** to boundary walls (not forming part of the structure of the Building), fences, gates and hedges;
- c** to movable property in the open or temporary portable animal shelters;
- d** to growing crops in the open or under frames and cloches;
- e** to buildings not maintained in a good state of repair;
- f** caused by escape of water, liquid fertilizer or milk from any bulk storage container tank, apparatus or pipe;
- g** caused by frost, subsidence, ground heave or landslip; or
- h** attributable solely to change in the water table level;

11 (EOW) Escape of Water, Oil, Liquid Fertilizer or Milk from any bulk storage container, tank, apparatus, pipe or any fixed oil-fired heating installation, excluding Damage:

- a** caused by water discharged or leaking, from any automatic sprinkler installations;
- b** when the Premises are Vacant or Disused or to property in any part of the Premises which is Vacant or Disused; or
- c** arising from the freezing of pipes located within permanently unheated buildings which are not lagged or are left uninsulated.

12 (AD) Any Accidental Cause, excluding:

- a** Damage caused by or specifically excluded in the Perils 1-11 and 13;
- b** Damage to the Property Insured caused by or consisting of:
 - i** inherent vice, latent defect, gradual deterioration, wear and tear, costs relating to maintenance or normal redecoration, frost, change in water table level, its own faulty or defective design or materials;
 - ii** any process of cleaning, renovating, restoring, repairing, building or maintenance; or
 - iii** faulty or defective workmanship, operational error or omission, on the part of the Insured or any of their Employees,

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

- c** Damage caused by or consisting of:
 - i** corrosion, rust, wet or dry rot, shrinkage, evaporation, leakage, loss of weight, dampness, contamination, fermentation, dryness, marring, scratching, vermin or insects; or
 - ii** change in temperature, colour, flavour, texture or finish, or action of light;

Damage consisting of:

- iii** 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; or
- iv** 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:

- 1** such Damage not otherwise excluded by this Policy which itself results from any other Damage not otherwise excluded by this Policy; or
- 2** subsequent Damage which itself results from a cause not otherwise excluded by this Policy (unless more specifically insured);

- d** Damage caused by or consisting of:
 - i** subsidence, ground heave or landslide;
 - ii** normal settlement or bedding down of new structures;

- iii** acts of fraud or dishonesty;
- iv** disappearance, unexplained or inventory shortage, misfiling or misplacing of information; or
- v** electrical or magnetic injury, disturbance or erasure, of electronic records;
- e** destruction of or damage to a building or structure, caused by its own collapse or cracking;
- f** Damage in respect of movable property in the open or in open-sided structures, temporary portable animal shelters, walls (not forming part of the structure), fences and gates, caused by wind, rain, hail, sleet, snow or dust;
- g** Damage to the Property Insured:
 - i** caused by fire resulting from its undergoing any heating process or any process involving the application of heat; or
 - ii** (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, adjustment or repair;
- h** Damage:
 - i** caused by freezing; or
 - ii** to Glass and Sanitary Ware, in respect of any building which is Vacant or Disused;
- i** Damage in respect of:
 - i** jewellery, precious stones, precious metals, bullion or furs;
 - ii** property in transit;
 - iii** money, cheques, stamps, bonds, credit cards or securities of any description; or
 - iv** Glass and Sanitary Ware:
 - a** due to repairs or alterations, being carried out at the Premises;
 - b** during installation or removal, of such Glass or Sanitary Ware; or
 - c** which was broken or cracked prior to the Effective Date (as stated in the Schedule);
- j** Damage in respect of:
 - i** vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
 - ii** property or structures in the course of construction or erection and materials or supplies in connection with all such property in course of construction or erection;
 - iii** land, roads, piers, jetties, bridges, culverts or excavations; or

- iv growing crops or trees, unless specifically mentioned as insured by this Section; or
 - k Damage occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction, by or by order of the government or any public authority.
- 13 (SU) Subsidence or Ground Heave**, of any part of the site on which the Premises stand and landslip, but excluding:
- a Damage to yards, car parks, roads, pavements, swimming pools, wind turbines, walls, gates and fences, unless also affecting a structure insured hereby;
 - b Damage caused by or consisting of:
 - i the normal bedding down or settlement of new structures;
 - ii the settlement or movement of made-up ground;
 - iii coastal or river erosion;
 - iv defective, design or workmanship or the use of defective materials; or
 - v fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;
 - c Damage which commenced prior to the Effective Date (as stated in the Schedule);
 - d Damage resulting from:
 - i demolition, construction, structural alteration or structural repair of any property;
 - ii groundworks or excavation, at the same Premises; or
 - iii demolition, groundworks or excavation works being carried out on any site adjoining the Premises unless the Company are aware of and have confirmed acceptance of such work.

Plant, Machinery, Trade Fixtures (and all other contents)

- a machinery, plant, fixtures, fittings, and other agricultural trade equipment, but excluding bulk milk tanks;
- b all office equipment and other contents at the Premises;
- c money and stamps (excluding Damage by theft or any attempt thereat), not exceeding £2,500 in total for all claims or series of claims, arising out of any one original cause;
- d patterns, models, moulds, plans and designs;
- e cattle passports, 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 such materials 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' of the Insured, partners' of the Insured, visitors' and Employees', personal effects, in so far as they are not otherwise insured, including clothing, pedal cycles, tools, instruments and the like, for an amount not exceeding £500 per person in total for all claims or series of claims, arising out of any one original cause 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 for all claims or series of claims, arising out of any one original cause, in respect of Damage by theft or any attempt thereat (if such Damage is insured under this Section); and
 - i to the extent that they are not otherwise insured, motor vehicles (excluding all-terrain vehicles unless stated in the Schedule), motor chassis, and contents thereof,
- all the property of the Insured or held by them in trust for which they are responsible, but excluding fences, hedges, Renewable Energy Installations and any other property which is more specifically insured.

Property Insured

The items stated in Section 1: Material Damage in the Schedule.

Renewable Energy Installations

- a **Biomass Installations** – equipment and machinery used in connection with the running of a biomass heating or power generation plant, including storage tanks, augers, hoppers, scrubbers screeners, boilers, gas engines generators, heat exchangers, pumps and motors;
- b **Wind Turbine Installations** – any generator unit including the mechanical and electrical parts, blades, tower and foundation;
- c **Photovoltaic (solar panel) installations** – any photovoltaic unit including the mechanical and electrical parts, inverter, mounting structure, solar tracker and foundation; and
- d **Ground Source Heat Pump Installations** – equipment and machinery used in connection with the running of a ground source heat pump, including pipes and cables.

all being the property of the Insured or for which the Insured is responsible.

Rent

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

Sanitary Ware

Fixed baths, washbasins, pedestals, bidets, shower trays, sinks, lavatory pans and cisterns.

Stock in Trade

- a** agricultural produce (including growing crops) and consumables, excluding Livestock; and
- b** other stock and materials in trade, work in progress, finished goods and customers' goods,

all the property of the Insured or held by them in trust for which the Insured is responsible, but excluding any property which is more specifically insured.

Tenants' Improvements

Where the Insured is a tenant of the Premises, structural fixtures and fittings, the property of the Insured as occupier of the Premises.

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, Renewable Energy Installations and Plant, Machinery, Trade Fixtures (and all other contents), as set out in the Schedule, where insured by this Section, includes the cost of architects', surveyors', consulting engineers' and legal fees, necessarily and reasonably incurred in the reinstatement or repair of the property consequent on its Damage but shall not include fees incurred for preparing any claim.

The maximum liability of the Company under this Extension and this Section, for any item, will in no case exceed the Sum Insured for that item.

B Underground Services

Accidental loss, destruction or 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, where insured under this Section, extends to cover expenses necessarily and reasonably incurred in cleaning, clearing and/or repairing drains, gutters and sewers, in

consequence of Damage (not otherwise excluded) by any of the Perils insured against at the Premises.

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 under this Section subject to notification by the Insured to the Company of such interests 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 Contracting Purchaser's Interest

If at the time of Damage the Insured shall have contracted to sell their interest in any Buildings hereby 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 / Freeholders / Lessors

The act or neglect of any mortgagor, leaseholder, lessee or occupier, of any Buildings 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 such parties shall notify the Company immediately on becoming aware of such increased risk and pay additional premium if required by the Company.

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 1986, 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; and
 - ii** the Damage did not result from:
 - 1** a breach of the terms of the lease by the tenant or lessee; or
 - 2** a criminal, fraudulent, wilful or malicious act of the tenant.

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

I Capital Additions

The insurance by this Section on Buildings, Tenants' Improvements, Renewable Energy Installations and Plant, Machinery, Trade Fixtures (and all other contents) includes:

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

Provided that:

- i** the maximum liability of the Company under this Extension in respect of all items in respect of Buildings, Tenants' Improvements and Plant, Machinery, Trade Fixtures (and all other contents), shall not exceed £500,000, any one Premises;
- ii** the Insured undertakes to advise the Company of the change of risk as soon as practicable and to pay the additional premium required by the Company from its inception date; and
- iii** the provisions of this Extension shall be fully reinstated following advice to the Company of the change in risk.

J Cost of Debris Removal/Re-erection

The insurance by each item on Buildings, Tenants' Improvements, Renewable Energy Installations, Plant, Machinery, Trade Fixtures (and all other contents) and Stock in Trade, includes 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; or
- d** re-erecting, fitting and fixing, in respect of Plant, Machinery, Trade Fixtures (and all other contents) only, in respect of the portion of such Property Insured which is the subject of a claim under this Section.

The maximum liability of the Company under this Extension and this 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; or
- ii** arising from pollution or contamination, of property not insured by this Section.

K Temporary Removal (Transferred Between the Premises)

The insurance by each item on Plant, Machinery, Trade Fixtures (and all other contents) and Stock in Trade (excluding agricultural machinery whilst being driven or used for agricultural purposes), where insured by this Section, includes such property whilst being transferred between the Premises by road, rail or inland waterway.

Provided that the maximum liability of the Company under this Extension in respect of losses by Peril 8 Theft or any attempt thereat for any item insured under this Extension, in respect of any such transfers at any one time shall be the lesser of:

- a** 15% of the total Sum Insured for all such items; or
- b** £50,000 in the aggregate.

The cover provided by this Extension is subject to the following:

- a** In respect of such property in transit (whilst in the Insured's control), Conditions 1 and 2 as set out in Section 10: Farm Property in Transit of this Policy and the Exclusions as set out in Section 10 of this Policy, whether Section 10 is operative or otherwise. Where there is any conflict between the Exclusions as set out in Section 10 of this Policy and the Exclusions under this Section in this regard, those set out in Section 10 of this Policy shall take precedence.
- b** Such property not being more specifically insured.

L Fire Brigade and Rescue Services Damage to Grounds

Damage to the grounds caused by the Fire Brigade and rescue services or other emergency services, equipment or personnel, following an emergency likely to endanger life or property, at the Premises as far as the Insured is responsible for the cost of repair, provided that the

maximum liability of the Company under this Extension in respect of any one event of such Damage shall not exceed £25,000 in the aggregate.

M Lock Replacement

The cost of changing locks on doors, windows, safes and strongrooms, at the Premises following theft, where insured by this Section, of keys from the Premises or from the home of the Insured or of any partner of the Insured or director of the Insured or Employee entrusted with keys, provided that the maximum liability of the Company under this Extension as a result of any one event of such theft shall not exceed £25,000 in the aggregate.

N Public Authorities

The insurance by each item on Buildings, Tenants' Improvements and Plant, Machinery, Trade Fixtures (and all other contents), as set out in the Schedule, where insured by this Section, includes the cost of reinstatement of any Damage to the Property Insured and portions thereof not subject to Damage (other than foundations), incurred solely by reason of the necessity to comply with legislation and regulations under Acts of Parliament or local authority bye-laws, provided that:

- a** the Insured receives a notice from the relevant body to comply after the Damage occurs;
- b** the work of reinstatement is completed within 12 months of the date of the Damage or within such further time as the Company may allow; and
- c** the total amount payable under this Extension and this Section, for any item, will not exceed:
 - i** in respect of the property subject to Damage, its Sum Insured; and
 - ii** in respect of portions of the property not subject to Damage, 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, in total for all claims or series of claims, arising out of any one original cause, for any item, not exceeding its Sum Insured.

O Glass

In the event of breakage of Glass or Sanitary Ware or Damage to any sign, for which the Insured is responsible, at the Premises occurring during the Period of Insurance, the Company will replace or repair such property or, at its option, pay to the Insured the costs of replacement of such property.

The insurance by this Extension includes:

- a** damage to frames or framework, following breakage of Glass;

- b** the cost of removal or replacement of fixtures and fittings necessarily incurred to effect replacement of Glass, as a result of breakage of such Glass;
- c** the cost of replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on Glass, following breakage of such Glass;
- d** accidental damage to goods incidental to the Insured's Business caused by breakage of Glass in display windows; and
- e** any boarding up costs reasonably incurred following breakage of Glass.

Provided that the Company shall not be liable to replace or pay for the replacement of such property exactly but only as nearly as circumstances permit, but excluding:

- i** Damage occasioned by or happening through repair, removal or erection, wear and tear, depreciation or deterioration;
- ii** Damage to any part caused by mechanical or electrical defect;
- iii** Damage to tubes unless the glass is fractured;
- iv** breakage caused by fire, lightning, explosion or storm;
- v** breakage occurring:
 - a** when the Premises are Vacant or Disused or to property in any part of the Premises which is Vacant or Disused; or
 - b** during installation or removal, of Glass or Sanitary Ware;
- vi** breakage of any panes which were cracked or fractured, prior to the inception of this insurance;
- vii** Glass in signs and light fittings;
- viii** Glass in greenhouses or conservatories, unless specifically accepted by the Company; or
- ix** any indirect loss as a consequence of the breakage.

The Company shall not be liable in respect of the first £250 of each and every claim, subject to all claims or series of claims, arising out of any one original cause, being treated as one claim.

P Fire Extinguishment and Security Equipment Expenses

Costs reasonably and necessarily incurred with the consent of the Company in:

- a** refilling fire extinguishment appliances, replacing used sprinkler heads and refilling sprinkler tanks; and
- b** re-setting fire and/or intruder alarms and/or closed-circuit television equipment,

resulting from Damage to the Property Insured under this Section, subject to the following:

- i It is a condition precedent to the liability of the Company under this Section that the Insured maintains all such equipment in accordance with the manufacturer's instructions;
- ii The Company shall not be liable under this Extension in respect of any costs recoverable from the Insured's maintenance company or fire and rescue services; and
- iii The Company's liability under this Extension shall not exceed £25,000 in total for all claims or series of claims, arising out of any one original cause.

Q Contract Price

In respect only of goods sold but not delivered and 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; and
- iii where the cover provided under this Section applies also under Section 15A: Farm Home Buildings and Section 15B: Farm Home Contents, the aggregate of all payments in respect of any one occurrence shall not exceed £25,000 in total.

The Company shall not be liable in respect of the first £250 of each and every claim, subject to all claims or series of claims, arising out of any one original cause, being treated as one claim.

S Trace and Access

In the event of Damage resulting from escape of water or oil, where insured by this Section, the Company will pay costs necessarily and reasonably incurred in locating the source of such Damage and subsequently making good, subject to the maximum liability of the Company under this Extension not exceeding £25,000 in total for all claims or series of claims, arising out of any one original cause.

T Loss of Metered Water

- a Cover for Damage to the Property Insured caused by escape of water from any tank, apparatus or pipe (including animal water troughs and irrigation pipes) is extended to include the cost of metered water (calculated at the current rate per cubic metre) consumed as a direct result of the escape, subject to the amount payable under this item a not exceeding £10,000 in total for all claims or series of claims, arising out of any one original cause.
- b In respect of the accidental escape of metered water from any tank, apparatus or pipe (including animal water troughs and irrigation pipes but not automatic sprinkler installations) for which the Insured is responsible at the Premises which does not involve Damage to the Property Insured, the Company will pay to the Insured the cost of metered water (calculated at the current rate per cubic metre) consumed as a direct result of the escape.
Subject to:
 - i the cover provided by this item not being more specifically insured under item a of this Extension; and
 - ii the amount payable under this item b not exceeding £1,000 in total for all claims or series of claims arising out of any one original cause and £2,000 in the aggregate in any one Period of Insurance.

The Company shall not be liable under this Extension in respect of the first £250 of each and every claim, subject to all claims or series of claims, arising out of any one original cause, being treated as one claim.

U Inadvertent Omission to Insure

The Insured having notified the Company their intention to insure all property in which they have an interest, under this Section, and it being their belief that all such property is insured, if hereafter it is found that the Insured have inadvertently omitted to insure any property in which the Insured have an interest (whether at the Premises or at other premises in the occupation of the Insured with the United Kingdom, Channel Islands or Isle of Man) during the Period of Insurance, then the Company will deem such property to be insured under this Section 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 the maximum liability of the Company under this Extension in respect of any one Premises or location, shall not exceed £500,000 and if the value of the

additional property exceeds this limit, then Average as defined in the Policy General Definitions will apply to such property;

- b** the Insured undertakes to:
 - i** give particulars of such extension of cover as soon as practicable and to pay any additional premium required; and
 - ii** carry out at not less than annual intervals a check of all properties owned by or leased to the Insured and for which the Insured is responsible to ensure that effective insurance is in force;
- c** this Extension will not apply in addition to any cover provided by Extension I Capital Additions of this Section or in respect of any appreciation in value;
- d** in respect of any buildings:
 - i** purchased for refurbishment or development, then the amount payable in the event Damage shall be calculated according to the Indemnity basis of settlement as defined in Clause 2 Basis of Settlement, of this Section.
 - ii** due for demolition, the liability of the Company will be limited to the costs associated with clearing and securing the buildings;
- e** following payment of such additional premium the provisions of this Extension are fully reinstated; and
- f** the insurance under this Extension shall be subject to all the terms, definitions, conditions and exclusions of this Policy.

V Dumping and Fly Tipping

The Company will pay 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 maximum liability of the Company under this Extension not exceeding £10,000 any one claim.

The Company shall not be liable in respect of the first £250 of each and every claim, subject to all claims or series of claims, arising out of any one original cause, being treated as one claim.

W Cost of Fallen Tree Removal

The costs and expenses in removing own fallen trees and branches necessarily incurred by the Insured, with the consent of the Company, subject to the maximum liability of the Company under this Extension not exceeding £2,500, 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; or

- b** arising from pollution or contamination of property not insured by this Section.

X Theft Damage to Buildings

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 Company will pay the costs of Calor gas, lost from any installations following Damage by any of the insured Perils, excluding Damage when the Premises are Vacant or Disused or to property in any part of the Premises which is Vacant or Disused.

The Company's liability under this Extension shall not exceed £10,000 in respect of any one claim or series of claims arising out of any one original cause.

Z Unauthorised Use of Gas, Water or Electricity

The Company will pay 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. The amount payable under this Extension shall not exceed £25,000 in total for all claims or series of claims, arising out of any one original cause.

AA Fertiliser and/or Fuel Tanks and Contents

Damage to fuel tanks and/or fertiliser tanks and their contents, subject to the Company's liability under this Extension not exceeding £10,000 any one claim, but excluding any property which is more specifically insured.

The Company shall not be liable in respect of the first £250 of each and every claim, subject to all claims or series of claims, arising out of any one original cause, being treated as one claim.

AB Contract Works

In respect of 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 £250,000 for any one claim. This Extension shall only apply where the contract works are not otherwise insured.

The Company shall not be liable in respect of the first £250 of each and every claim, subject to all claims or series of claims, arising out of any one original cause, being treated as one claim.

AC Plant and Equipment Hired-in or Borrowed

The Company will indemnify the Insured for:

- a** Damage to Farming Equipment:
 - i** temporarily hired-in; or
 - ii** temporarily hired or borrowed by the Insured on a neighbourly basis to use for their farming or growing activities, whilst in the custody and control of the Insured at the Premises,
- b** the legal liability of the Insured under the terms of any hiring agreement to pay:
 - i** for the Damage to the Hired-in Plant; and
 - ii** continuing hiring charges for Hired-in Plant following Damage insured under **b i** above, whilst the Hired-in Plant is at the Premises, or whilst in transit (other than by sea or air) between Premises.

The cover provided by this Extension is subject to the following:

- i** indemnity shall only apply in respect of Hired-in Plant, or Farming Equipment loaned, hired or borrowed for which a valid claim has otherwise been admitted under this Section; and
- ii** the liability of the Company under this Extension in respect of continuing hire charges for each affected item shall not exceed an amount equal to its hire charges for 90 days.

The Company shall not be liable under this Extension for:

- 1** Damage caused by or arising from the wilful act and/or the wilful neglect of the Insured;
- 2** continuing hire charges in respect of tower cranes or scaffolding;
- 3** Farming Equipment loaned, hired-in or borrowed by the Insured for which more specific insurance is operative;
- 4** Damage or wear and tear arising out of the normal operation of the item of equipment or plant; or
- 5** Damage to Farming Equipment whilst it is being driven on a road or public highway as defined in Section VI of the Road Traffic Act 1988.

The liability of the Company under this Extension shall not exceed £25,000 for any one claim or series of claims arising out of any one original cause.

For the purposes of this Extension:

Farming Equipment

shall mean agricultural machinery, plant and vehicles and associated implements, tools and equipment all used for the purposes of the Insured's farming and growing activities but excluding Hired-in Plant.

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.

AD Temporary Removal (Cleaning, Renovation or Repair)

The insurance by each item on Tenants' Improvements and Plant, Machinery, Trade Fixtures (and all other contents), excluding agricultural machinery whilst being driven or used for agricultural purposes, where insured by this Section, includes such property while it is temporarily removed from the Premises for the purposes of cleaning, renovation, or repair, to any other premises within the United Kingdom, Channel Islands or the Isle of Man or in transit by road, rail or inland waterway, to or from such premises.

Provided that the maximum liability of the Company under this Extension in respect of any item insured under this Extension shall not exceed 15% of the Sum Insured on each item and in the case of documents, manuscripts, plans and the like, 15% of the total value thereof.

The cover provided by this Extension is subject to the following:

- a** Cover includes theft or any attempt thereat, excluding Damage in respect of jewellery, precious stones, precious metals, bullion or furs, except where specifically stated in the Schedule as being insured.
- b** In respect of such property in transit (whilst in the Insured's control), Conditions 1 and 2 as set out in Section 10: Farm Property in Transit of this Policy and the Exclusions as set out in Section 10 of this Policy, whether Section 10 is operative or otherwise. Where there is any conflict between the Exclusions as set out in Section 10 and the Exclusions under this Section in this regard, those set out in Section 10 of this Policy shall take precedence.
- c** Such property not being more specifically insured.

AE Exhibitions and Trade Shows

The insurance by each item on Plant, Machinery, Trade Fixtures (and all other contents) and Stock in Trade, excluding agricultural machinery, where insured by this Section, includes such property whilst at exhibitions or trade shows within the United Kingdom, Channel Islands or the Isle of Man or in transit by road, rail or inland waterway, to or from such exhibition or trade show.

Provided that the maximum liability of the Company under this Extension in respect of any item insured under this Extension, in respect of any one exhibition or trade show at any one time shall be the lesser of:

- a** 15% of the total Sum Insured for all such items; or
- b** £50,000 in the aggregate.

The cover provided by this Extension is subject to the following:

- a** In respect of such property in transit (whilst in the Insured's control), Conditions 1 and 2 as set out in Section 10: Farm Property in Transit of this Policy and the Exclusions as set out in Section 10 of this Policy, whether Section 10 is operative or otherwise. Where there is any conflict between the Exclusions as set out in Section 10 and the Exclusions under this Section in this regard, those set out in Section 10 of this Policy shall take precedence.
- b** Such property not being more specifically insured.

AF Rent of Residential Lets

Where a Sum Insured is stated under Section 1 in the Schedule for Buildings which are being used solely or partially for residential letting or being let for holiday accommodation, the insurance by such item extends to include loss of Rent which would but for the Damage be receivable by the Insured for such let whilst the residential portion of the Building is uninhabitable following Damage by any of the Perils (where stated as operative in the Schedule).

Provided that:

- i** the maximum period during which payment will be made under this Extension shall not exceed 36 months from the date of the Damage; and
- ii** the maximum liability of the Company under this Extension for all claims or series of claims, arising out of any one original cause shall not exceed £10,000.

AG Alternative Accommodation Costs

Where a Sum Insured is stated under Section 1 for Buildings, where such Buildings are let out by the insured for residential purposes or for holiday accommodation, cover extends to include costs reasonably and necessarily incurred with the Company's consent for providing

alternative accommodation for the paying tenants/guests whilst the Building is uninhabitable following Damage which results from an insured Peril provided that:

- a** the period during which payment will be made under this Extension shall not exceed 12 months from the date of the Damage; and
- b** the liability of the Company will not exceed £10,000 in respect of any one claim or series of claims, arising from any one original cause.

AH Loss Minimisation and Prevention Expenditure

The costs necessarily and reasonably incurred by the Insured with the consent of the Company, in preventing, reducing or mitigating:

- a** imminent Damage which would have been insured under this Section; or
- b** otherwise alleviating Damage insured under this Section during and after the event of such Damage.

Provided that:

- i** the impending Damage was not reasonably foreseeable at the inception of the Period of Insurance and would be the inevitable outcome if such costs and expenses were not incurred;
- ii** the impending Damage did not arise from any defect in the Property Insured;
- iii** the impending Damage is not more specifically insured; and
- iv** the maximum liability of the Company under this Extension shall not exceed £25,000 in total for all claims or series of claims, arising out of any one original cause.

AI Cattle Passports

The insurance in respect of cattle passports under Plant, Machinery, Trade Fixtures (and all other contents) or where otherwise individually specified in the Schedule includes Damage by any of the Perils 1-13, whether operative or otherwise under this Section, at the Premises or elsewhere whilst temporarily removed for the purposes of the Business.

AJ Residential Sprinkler Systems

In respect of any Building insured by this Section, where the Insured has complied with the requirements of the Welsh Building Regulations 2010 and the 2016 amendment to Regulation 37A (automatic fire suppression systems) thereto which requires the incorporation of automatic fire suppression systems within any newly built or renovated residential building within Wales, cover under this Section is extended to include Damage to the Property Insured occurring during the Period of Insurance caused by the

accidental discharge or leakage of automatic sprinkler installations, provided that such systems are installed and maintained in accordance with BS9251:2014.

The Company shall not be liable under this Extension for:

- a** Damage caused by or attributable to:
 - i** heat caused by fire;
 - ii** freezing when the Premises are Vacant or Disused;
 - iii** repairs, alterations or extensions to the structures and/or sprinkler installations; or
 - iv** defects in construction or condition, of which the Insured is aware; or
- b** the first £500 of each and every claim or series of claims, arising from the same originating cause.

Clauses

The following Clauses apply to this Section.

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 Basis of Settlement

In the event that any property is subject to Damage, the basis upon which the amount payable under such items is to be calculated shall be as set out below depending on which Basis of Settlement is shown as operative in the Schedule:

Standard Reinstatement

Where the Basis of Settlement for any item is stated in the Schedule to be Standard Reinstatement, in the event that such property (other than Stock in Trade) is subject to Damage, 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; or
- 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 together with, in so far as the insurance by the item provides, due allowance for:
 - a** the additional cost of Reinstatement to comply with any public authority requirements;
 - b** professional fees; and
 - c** debris removal costs.

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; and
 - 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** Notwithstanding the General Definition of Average, each item insured under this Clause is declared to be separately subject to the following 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.

Day One Reinstatement

Where the Basis of Settlement for any item is stated in the Schedule to be Day One Reinstatement, the premium for such item has been calculated on the Declared Value as stated against the Sum Insured in the Schedule. In the event that such property (other than Stock in Trade) is subject to Damage, the basis on which the amount payable under such items is to be calculated shall be the cost of Reinstatement of the Property Insured subject to the Provisions set out below:

Declared Value means the Insured's assessment of the cost of Reinstatement of the Property Insured arrived at in accordance with Reinstatement Basis of Settlement above at the level of costs applying at the Effective Date (as stated in the Schedule) of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with, in so far as the insurance by the item provides, due allowance for:

- a** the additional cost of Reinstatement to comply with any public authority requirements;
- b** professional fees; and
- c** debris removal costs

Provisions

At the inception of each Period of Insurance, the Insured shall notify the Company of the Declared Value of the Property Insured by each item of Property Insured to which this Clause applies. In the absence of such declaration, the last amount declared by the Insured shall be taken as the Declared Value for the ensuing Period of Insurance.

Each item insured under this Clause is declared to be separately subject to the following Condition of Average:

If the Declared Value of any item at the time of the Damage is less than the cost of reinstating the whole of the Property Insured by such item at the inception of the Period of Insurance, the liability of the Company shall be proportionately reduced.

Modern Materials

Where the Basis of Settlement is stated in the Schedule for any item to be Modern Materials, in the event of Damage to Buildings (other than private dwelling houses (PDH's)), 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,

Provided that:

- i** the liability of the Company shall not exceed the Sum Insured stated in the Schedule; and
- ii** in respect of paragraph **a** above, should the cost of replacement of the Buildings exceed the Sum Insured stated in the Schedule, Average will be calculated according to the proportion the Sum Insured bears to the actual cost of replacement.

Indemnity

Where the Basis of Settlement is stated in the Schedule for any item to be Indemnity, the basis upon which the amount payable is to be calculated shall be the value of such Property insured at the time of Damage making due allowance for wear and tear, or the amount of the Damage including the cost of:

- a** the additional cost of reinstatement to comply with any public authority requirements;
- b** professional fees; and
- c** debris removal costs.

If the Sum Insured on any item at the time of Damage is less than:

- i** the value of the Property insured at the time of Damage; or
- ii** the aggregate amount of the whole of the Property Insured collectively described by such item,

after making due allowance for wear and tear, the liability of the Company shall be proportionately reduced in accordance with Clause 5 Average.

3 Loss of Rent

Cover for Loss of Rent (where a Sum Insured is stated for Rent in the Schedule) applies only if the Buildings at the Premises or any part thereof to which Rent relates are unfit for occupation in consequence of their Damage and then the amount payable shall not exceed such proportion of the Sum Insured for loss of Rent as the period necessary for reinstatement bears to the maximum rental period, being the number of months stated in the Schedule.

4 Workmen

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

5 Reinstatement of Losses

Unless written notice to the contrary is given by either the Company or the Insured, the Sums Insured (or any other stated limit of liability) under 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 (as stated in the Schedule).

This Clause does not apply where the Sum Insured (or any other stated limit of liability) is applied as a maximum in any one Period of Insurance.

6 Average

Each item of Property Insured by 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.

7 Index Linking

The Sums Insured stated in the Schedule are subject to Index Linking as defined in the General Definitions.

8 Aggregate Payments for Extensions

Where the cover under any of the Extensions of this Section and under the Extensions of Section 3: Livestock and/or Section 15A: Farm 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 this Section.

Conditions

The following Conditions apply to this Section.

1 Holiday Accommodation Condition

Where the Company has been notified and accepted holiday home letting as part of the Insured's Business activities, during any Period of Vacancy at the Holiday Accommodation, it is a condition precedent to the liability of the Company that:

- a** all fastenings and protections on the Holiday Accommodation and all additional fastenings and protections which have been stipulated by the Company shall be maintained during the Period of Vacancy and put into full and effective operation at all times;
- b** the Holiday Accommodation be inspected by the Insured or any person authorised by the Insured to be responsible for the security of the Holiday Accommodation at intervals not exceeding 7 days; and
- c** the Insured must take reasonable action to remedy defective or broken windows, locks other security protections or other property defects identified.

For the purpose of this Condition:

Holiday Accommodation shall mean any single holiday home let.

Period of Vacancy shall mean the period during which a Holiday Accommodation has been vacant, unoccupied or not lived in by the Insured or any other person(s) with the Insured's permission for more than 90 consecutive days.

2 Thatched Property

In respect of any Buildings with a thatched roof, it is a condition precedent to the liability of the Company that:

- a** the following equipment shall be installed as a minimum requirement:
 - i** at least one mains or battery-operated smoke detector within the Building;
 - ii** at least one fire extinguisher with a minimum capacity of 9 litres of water or foam or 10lb dry powder; and
 - iii** one fire blanket,
- b** no use of a naked flame in the roof space of the thatched Buildings be undertaken;
- c** following any repair to or replacement of the thatched roof no burning of waste thatch is to be carried out at the thatched Buildings, its grounds or in its immediate vicinity;
- d** if the electrical installation at the thatched Buildings:
 - i** has not been inspected and tested in accordance with BS7671, within the five years immediately preceding the inception of this Policy, then such installation is inspected and tested, within regulatory guidelines;
 - ii** has been inspected and tested, in accordance with BS7671, within the five years immediately preceding the inception of this Policy, then such installation is inspected and tested within five years from such inspection and tests or earlier if recommended in a report for such inspection and tests.

Provided that the electrical installation must be inspected and tested, by a Competent Person or member of the National Inspection Council for Electrical Contracting (NICEIC), Electrical Contractors Association (ECA), Electrical Contractors Association of Scotland (SELECT) or National Association of Professional Inspectors and Testers (NAPIT), in full accordance with BS7671 and a Periodic Inspection Report is issued to and retained by the Insured;

- e** where the Periodic Inspection Report, referred to in **d** above is issued following such inspection:
 - i** any work shown as "Danger present. Risk of Injury – requires urgent attention" – shown as Code 1 in the Observations and Recommendations part of the Report – must be carried out within 28 days of inspection;

- ii any work shown as “Potentially dangerous – Urgent remedial attention required” – shown as Code 2 in the Observations and Recommendations part of the Report - shall be carried out within 90 days of the inspection; and
- iii the electrical installation is further inspected and tested within the timescale recommended on the Periodic Inspection Report;
- f all works referred to in e above (including iii thereunder) must be carried out by a Competent Person or a member of the organisation(s) referred to in d above, in full accordance with BS7671; and
- g if the Insured engages the services of a third party to carry out any form of alteration, maintenance or repair to the Buildings, proof must be obtained that the third party has adequate public liability insurance before work commences.

For the purposes of this Condition:

- 1 “Competent Person” means:
 - a in respect of inspection and testing:

a person who has sufficient technical and practical knowledge and experience to conduct the inspection and testing, of the type of electrical installation at the Buildings and is able to detect any defects and determine appropriate action, as required by BS7671; and
 - b in respect of carrying out all works referred to in e above:

a person who has sufficient technical and practical knowledge and experience to undertake the necessary works, to prevent danger and injury, in full accordance with BS 7671.
- 2 “installation” means installation or installations, as applicable, to the Buildings.

3 Chimney Sweeping

It is a condition precedent to the liability of the Company that all chimneys used to dispel the products of combustion from open fires at the Premises are inspected and swept:

- a within 6 months of inception of this Policy or prior to autumn/winter, whichever is the sooner, by a HETAS (the official body of solid fuel domestic heating appliances, fuels and services) approved chimney sweep; and
- b thereafter either by a Competent Person or a HETAS approved chimney sweep, within either the timescale set by the HETAS approved chimney sweep or on a rolling annual basis, whichever is the sooner.

A detailed record must be kept of all inspections and sweepings.

For the purposes of this Condition “Competent Person” means:

A person who has sufficient technical and practical knowledge of chimneys at the Premises to be able to detect any defects and determine appropriate remedial action.

4 Intruder Alarm

This Condition is only operative if the Intruder Alarm Condition appears under Section Endorsements in the Schedule for this Section.

The following Definitions apply to this Condition and are in addition to the General Definitions and the Section Definitions.

Intruder Alarm System

The component parts including the means of communication used to transmit signals.

Alarmed Buildings

The Buildings or those portions of the Buildings, at the Premises protected by the Intruder Alarm System.

Responsible Person

The Insured or any person authorised by the Insured to be responsible for the security of the Buildings at the Premises.

Keyholder

The Insured, or any person or keyholding company authorised by the Insured, who is available at all times to accept notification of faults or alarm signals, relating to the Intruder Alarm System, attend and allow access to the Buildings at the Premises.

It is a condition precedent to the liability of the Company in respect of Damage caused by theft or any attempt thereat, involving entry to or exit from the Buildings at the Premises by forcible and violent means, that:

- 1 the Buildings at the Premises are protected by an Intruder Alarm System installed as agreed with the Company;
- 2 the Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the intruder alarm installers or other installers/engineers as agreed with the Company;
- 3 no alteration to or substitution of:
 - a any part of the Intruder Alarm System;
 - b the procedures agreed with the Company for police or any other response to any activation of the Intruder Alarm System; or

- c the maintenance contract,

shall be made without the agreement of the Company;
- 4 the Alarmed Buildings shall not be left without at least one Responsible Person therein without the agreement of the Company:
 - a unless the Intruder Alarm System is set in its entirety with the means of communication used to transmit signals in full operation; or
 - b if the police have withdrawn their response to alarm calls;
- 5 all keys to the Intruder Alarm System are removed from the Buildings at the Premises when they are left unattended;
- 6 the Insured maintains secrecy of codes for the operation of the Intruder Alarm System and no details of same are left in the Buildings at the Premises;
- 7 the Insured shall appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company and/or police authorities;
- 8 in the event of notification of any activation of the Intruder Alarm System or interruption of the means of communication, during any period that the Intruder Alarm System is set, a Keyholder shall:
 - a attend the Buildings at the Premises as soon as reasonably possible;
 - b inspect the Buildings at the Premises for any signs of break-in or disturbance; and
 - c subject to condition 4 of this Condition, reset the Intruder Alarm System in its entirety with the means of communication used to transmit signals in full operation; and
- 9 in the event of the Insured receiving any notification:
 - a that police attendance in response to alarm signals/call from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed;
 - b from a local authority or magistrate imposing any requirement for abatement of nuisance; or
 - c that the Intruder Alarm System cannot be returned to or maintained in full working order,

the Insured shall advise the Company as soon as possible and in any event not later than 10.00am on the Company's next working day and comply with any subsequent requirements stipulated by the Company.

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 for Damage caused by any of the Perils 1 to 13.

Where Damage affects more than one item of Property Insured under this Section, only the one item Excess shall be deemed to apply. Where there are different Excesses applicable for any specific Peril, the claim will be subject to the highest of the Excesses applying to the said items.

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 for:

- 1 loss of market, loss of use, monetary devaluation or any other loss arising as an indirect consequence of the Damage (other than loss of Rent when insured as an item under this Section);
- 2 property let out on hire, other than:
 - a residential properties let by the Insured for the purposes of residential accommodation or Holiday Accommodation (as defined in Condition 1 of this Section); or
 - b commercial properties let by the Insured;
- 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, by its own short circuiting or overrunning or electrical surges or spikes in the electricity supply, 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 structures at the Premises unless specifically stated in the Schedule;
- 6 loss insured by a fidelity guarantee insurance;
- 7 any claim for which more specific insurance applies under any of Sections 11, 12, 13 or 15, of this Policy;
- 8 any agricultural or horticultural property that is intended for sale and the income expected from such sale is separately insured; or
- 9 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:

- a** any of the Perils (other than Peril 2) insured under Section 1: Material Damage;
- b** any of the causes insured under Section 11: All Risks on Machinery and/or Apparatus of this Policy whilst the Property Insured (including Bulk Milk Tanks) is at the Premises including, where operative, any Damage insured by Optional Additional Extension D of Section 11;
- c** Boiler Explosion (as defined in this Section); or
- d** any of the Additional Perils (as defined in this Section) including, in respect of Additional Perils 14 to 17, loss of Livestock as a result of:
 - i** slaughter with the consent of the Company; or
 - ii** where a veterinary surgeon certifies that slaughter is necessary on humane grounds,

occurs during the Period of Insurance 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 the Insured as a result of the Insured's books of account or other business books or records at the Premises being subject to Damage during the Period of Insurance, then the Company will indemnify the Insured for the amount of loss resulting from such interruption, interference or Damage, in accordance with the basis of cover stated in the Schedule and described below.

Provided that payment shall have been made or liability admitted for the Damage under an insurance policy 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:

- a** the Additional Perils (as defined in this Section); or
- b** 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 provided that 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 in no case exceed:

- 1** 200% of the Estimated Gross Profit or Estimated Gross Revenue or Estimated Gross Rentals, Sum Insured (as applicable);
- 2** 100% of the Gross Profit or Gross Revenue, Sum Insured (as applicable); and

- 3** the Sum Insured for Increase in Cost of Working, Additional Increased Cost of Working, Outstanding Debit Balances and any other item insured hereunder (as applicable), unless otherwise stated.

Definitions

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

NOTE: In relation to the Rate of Gross Profit, Standard Turnover, 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 accurately as may be reasonably practicable the results which, but for the Damage, would have been obtained during the relative period after the Damage.

Additional Perils

- 14 Worrying** of sheep and cattle by dogs, foxes and vermin.
- 15 Anthrax** infection of Livestock resulting in the direct death of Livestock, or the slaughter of Livestock on the written order of the Ministry as a result of anthrax being confirmed, but excluding Livestock which is slaughtered:
 - i** as a result of a confirmed outbreak of disease or a test carried out, by or on behalf of the Ministry, on any or all of the Livestock insured during the 21 days after the inception of this Policy unless the Insured can prove previous continuous insurance; or
 - ii** under any welfare scheme.

For the purpose of this Additional Peril, Ministry shall mean the Department of the Environment Farming and Rural Affairs and equivalent Scottish, Welsh and Northern Ireland government departments.

- 16 Electrocution** of Livestock.
- 17 Fatal Injury** caused by any violent external and visible accident to Livestock at the Premises, whilst in Transit, whilst straying from the normal confines at the Premises or on any public thoroughfare, railway level crossing, at any Public livestock auction or sales yard, market or show ground, all within the United Kingdom, the Channel Islands or the Isle of Man, excluding any injury more specifically insured by any Peril or Additional Peril applicable under this Section.

18 Hail Damage to Growing Crops prior to harvesting, excluding Damage:

- a** caused by wind or water;
- b** caused by or specifically excluded in any of the Perils 1-13 of Section 1: Material Damage;
- c** occasioned within seven days after the commencement of cover; or
- d** occurring between 1st November and 28th February, both dates inclusive,

provided that:

- i** the liability of the Company hereunder shall not exceed the Limit stated in the Schedule against this Peril; and
- ii** the Company shall not be liable for the amount of any Excess and/or Co-insurance stated in the Schedule being the first amount of each and every claim.

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

Customers' Accounts

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

Estimated Gross Profit

The amount declared by the Insured to the Company as representing not less than the Gross Profit which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Indemnity Period exceeds 12 months).

Estimated Gross Rentals

The amount declared by the Insured to the Company as representing not less than the Gross Rentals which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Indemnity Period exceeds 12 months).

Estimated Gross Revenue

The amount declared by the Insured to the Company as representing not less than the Gross Revenue which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Indemnity Period exceeds 12 months).

Boiler Explosion

Damage resulting from the explosion of any boiler of economiser on the Premises belonging to or under the control of the Insured.

Gross Profit

The amount by which:

- a** the sum of the Turnover and the amounts of the closing stock and work in progress shall exceed
- b** the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Working Expenses.

NOTE: For the purpose of this Definition, the amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's usual accounting methods, due provision being made for depreciation.

Gross Rentals

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

Gross Revenue

The money paid or payable to the Insured as fees for services rendered and for goods, produce or Livestock sold, in the course of the Business 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 Indemnity Period being the number of months stated in the Schedule.

Outstanding Debit Balances

The total last amount recorded by the Insured under the provisions of Clause 7 Monthly Records 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 Customers 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.

Rate of Gross Profit

The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage.

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.

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 Turnover

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

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.

Uninsured Working Expenses

The sum of:

- 1 purchases (net of discounts);
- 2 bad debts;
- 3 packaging carriage and freight; and
- 4 discounts allowed.

Basis of Cover

Estimated Gross Profit (Declaration Linked Basis) and Gross Profit (Non-Declaration Linked Basis)

The insurance in respect of Estimated Gross Profit or Gross Profit, when shown in the Schedule if operative, is limited to loss of Gross Profit due to (a) reduction in Turnover, (b) increase in cost of working and (c) additional increased cost of working, and the amount payable as indemnity thereunder shall be:

- a in respect of reduction in Turnover: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the Damage fall short of the Standard Turnover;
- 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 Turnover which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided; and
- c in respect of additional increased cost of working: the additional expenditure in excess of the amount recoverable under clause (b) which is necessarily and reasonably incurred for the sole purpose of maintaining the Business during the Indemnity Period in consequence of the Damage,

less any sum saved during the Indemnity Period in respect of such charges and expenses of the Business payable out of Gross

Profit as may cease or be reduced in consequence of the Damage.

Estimated Gross Rentals (Declaration Linked Basis)

The insurance in respect of Estimated Gross Rentals (when shown in the Schedule if operative) is limited to loss of Gross Rentals due to (a) loss of Gross Rentals, (b) alternative accommodation and (c) 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; and
- b in respect of additional expenditure necessarily and reasonably incurred with the Company's consent in providing alternative accommodation whilst the Building is uninhabitable following Damage from an insured Peril; and
- c 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.

Estimated Gross Revenue (Declaration Linked Basis) and Gross Revenue (Non-Declaration Linked Basis)

The insurance in respect of Estimated Gross Revenue or Gross Revenue, when shown in the Schedule if operative, is limited to loss of Gross Revenue due to (a) reduction in Gross Revenue, (b) increase in cost of working, (c) additional increased cost of working and (d) replacement of seeds, fertilisers, other soil conditioning materials, chemicals or animal feedstuffs consumed, 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 additional increased cost of working: the additional expenditure in excess of the amount recoverable under clause (b) which is necessarily and reasonably incurred for the sole purpose of maintaining the Business during the Indemnity Period in consequence of the Damage; and
- d** in respect of replacement of seeds, fertilisers, other soil conditioning materials, chemicals or animal feedstuffs consumed: the cost of replacing such seeds, fertilisers, other soil conditioning materials, chemicals or animal feedstuffs consumed in order to generate Gross Revenue, during the Indemnity Period, 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.

In respect of paragraph (c) the liability of the Company shall not exceed £50,000 in total for all claims or series of claims arising out of any one cause and in the aggregate.

Cost of Document Replacement

The insurance under this item (when shown in the Schedule if operative) 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, in each case, within the United Kingdom, the Channel Islands or the Isle of Man.

Outstanding Debit Balances

The insurance in respect of Outstanding Debit Balances (when shown in the Schedule if operative) is limited to loss sustained by the Insured directly due to the Damage and the total amount payable shall not exceed:

- a** the difference between:
 - i** any 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:

- i** if the Sum Insured be less than the Outstanding Debit Balances the amount payable shall be proportionately reduced; and
- ii** it is a condition precedent to the liability of the Company that the Insured's books of account or other business books or records in which Customers' Accounts are shown, are kept in fire resistant cabinets when not in use.

Increase in Cost of Working

The insurance in respect of increase in cost of working (when shown as a separate item in the Schedule if operative) is limited to the additional expenditure necessarily and reasonably incurred solely in order to minimise any interruption or interference, with the Business during the Indemnity Period.

Additional Increased Cost of Working

The insurance in respect of additional increased cost of working (when shown in the Schedule if operative) is limited to the reasonable costs for the additional cost of working which:

- a** is necessarily and reasonably incurred due to Damage, solely to maintain the Business during the Indemnity Period; and
- b** exceeds the amount recoverable in respect of increase in cost of working stated under:
 - i** Estimated Gross Profit;
 - ii** Estimated Gross Rentals; or
 - iii** Estimated Gross Revenue;
 - iv** Gross Revenue; or
 - v** Gross Profit,
 (when shown in the Schedule if operative), in Basis of Cover of this Section.

Professional Accountants' Charges

Where insurance is arranged on Estimated Gross Profit or Estimated Gross Revenue or Estimated Gross Rentals or Gross Profit or Gross Revenue or Increase in Cost of Working (when shown as a separate item in the Schedule if operative) or Additional Increased Cost of Working or Outstanding Debit Balances, under this Section, the Company will also pay to the Insured (within the Sum Insured for whichever is applicable) 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 for reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents.

Loss Following Forced Sale of Livestock other than Poultry

The insurance under any item in relation to forced sale of livestock other than poultry is limited to loss sustained by the Insured in consequence of Damage at the Premises necessitating forced sale of livestock. The amount recoverable as indemnity shall be the loss as stated of livestock being the difference between the sale price and the current value within the herd but not exceeding £2,500 in respect of each animal sold nor in the aggregate the Sum Insured noted in the Schedule.

Provided that in relation to dairy cattle, such diminution in value shall not include the value of milk which would have been produced during the Indemnity Period.

Standard Extensions

Any cover for loss in respect of Gross Profit or Gross Revenue, as insured by this Section, resulting from interruption to or interference with the Business in consequence of Damage to property, is extended to include such loss at or in the undernoted situations and will be deemed to be loss resulting from Damage to property used by the Insured at the Premises for the purposes of the Business:

A Unspecified Suppliers

The premises of:

- a** the Insured's suppliers; or
- b** the suppliers of the Insured's suppliers, if the Insured's supplier concerned is specifically specified in the Schedule,

(but excluding the premises of any supply undertaking from which the Insured obtains electricity, gas, water or telecommunications services), all in the United Kingdom, the Channel Islands or the Isle of Man.

Provided that for the purposes of this Extension the term "Insured's suppliers" means manufacturers or processors of components, goods or materials.

B Unspecified Customers

The premises of:

- a** any of the Insured's customers; or
- b** the customers of the Insured's customers (if the Insured's customer concerned is specifically specified in the Schedule),

in the United Kingdom, the Channel Islands or the Isle of Man.

Provided that for the purposes of this Extension the term "customers" means:

- i** in respect of **a** above, 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; and
- ii** in respect of **b** above, those companies, organisations or individuals, with whom at the time of the Damage the Insured's customer has contracts or trading relationships, to supply goods or services.

C Storage Sites

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

D Property in Transit

Whilst in transit in the United Kingdom, the Channel Islands or the Isle of Man.

E Contract Sites

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

F Denial of Access

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 subject to Damage or not, but excluding the property of any supply undertaking from which the Insured obtains electricity, gas, water or telecommunications services.

Provided that after the application of all the terms, definitions, conditions, clauses and exclusions, of the Policy, the Company's liability in total for all claims or series of claims, arising out of any one original cause, shall not exceed:

- a** in respect of Extensions A to E:
 - i** the limit stated in the Schedule against Standard Extensions; or
 - ii** where both a percentage limit and a monetary limit is stated in the Schedule against a specific Extension, the lesser of:
 - a** the stated percentage limit being a percentage of the Estimated Gross Profit or Estimated Gross Revenue or Gross Profit or Gross Revenue, limit of liability; or
 - b** the stated monetary limit
- b** in respect of Extension F, the Estimated Gross Profit or Estimated Gross Revenue or Gross Profit or Gross Revenue, limit of liability.

Any cover for loss in respect of Gross Profit or Gross Revenue, as insured by this Section, is extended to include:

G Accidental Failure of Public Supply

Loss resulting from interruption to or interference with the Business at the Premises in consequence of:

- a** Failure of Electricity;
- b** Failure of Gas;
- c** Failure of Water; or
- d** Failure of Telecommunications.

The Company shall not be liable under this Extension:

- 1** in respect of cover which is more specifically insured under Extension F of this Section; or
- 2** for loss arising directly or indirectly from any failure:
 - i** which does not involve a cessation of supply for at least 4 consecutive hours in respect of items a, b and c above and 12 consecutive hours in respect of item d above;
 - ii** caused by the deliberate act of any supply undertaking unless by the exercise by any such undertaking of its power to withhold or restrict supply or services for the sole purpose of safeguarding life or protecting the supply undertaking's system;
 - iii** caused by strikes or any labour or trade dispute; or
 - iv** caused by atmospheric or weather conditions but this shall not exclude failure due to damage to equipment caused by such conditions.

Provided that after the application of all the terms, definitions, conditions, clauses and exclusions of the Policy:

- a** the Indemnity Period under this Extension shall not exceed 3 months; and
- b** the Company's liability under this Extension in total for in the aggregate and in any one Period of Insurance, shall not exceed £50,000.

For the purpose of this Extension:

Failure of Electricity shall mean:

The accidental total or partial failure of the public supply of electricity at the terminal point of the supply undertaking's service feed to the Premises.

Failure of Gas shall mean:

The accidental total or partial failure of the public supply of gas at the supply undertaking's meters at the Premises.

Failure of Water shall mean:

The accidental total or partial failure of the public supply of water at the supply undertaking's main stop cock serving the Premises (other than by drought).

Failure of Telecommunications shall mean:

The accidental total or partial failure of the public supply of telecommunications services at the incoming line terminals or receivers at the Premises.

Notwithstanding the Definition of Indemnity Period under this Section, for the purpose of this Extension, Indemnity Period shall mean:

The period beginning with the failure of the public supply and ending when the results of the Business shall cease to be affected by such failure.

H Agricultural Vehicles Loss of Use

All costs reasonably and necessarily incurred with the consent of the Company in the hire of a replacement vehicle, following the loss of use of agricultural vehicles, commercial vehicles including all-terrain vehicles, quad bikes or self-propelled implements used solely for agricultural or forestry purposes, used in connection with the Business, occurring on any Premises, highway and any other road to which the public has access within the United Kingdom, the Channel Islands or the Isle of Man, resulting from Damage caused by Fire, Impact and/or Theft or attempt thereat.

Provided that:

- a** the Insured shall notify the Company within the first 3 days on the happening of any incident which could result in a claim under this Extension;
- b** the maximum liability of the Company under this Extension shall not exceed £50,000 in total for all claims or series of claims, arising out of any one original cause during each Period of Insurance;
- c** costs shall only apply in respect of hired vehicles for which a valid claim has been admitted under this Section; and
- d** the Company shall not be liable for:
 - i** Damage caused by or arising from the wilful act and/or the wilful neglect of the Insured or any director of the Insured or any partner of the Insured; or
 - ii** hire costs in respect of the first 3 days following such Damage,

subject to:

- i** payments commencing from the date on which the vehicle is accepted by the repairer where such vehicle can continue to be driven safely; or

- ii payments commencing from the date of the incident resulting in a claim where the vehicle cannot be driven safely to the repairer.

I National Lottery

Loss resulting from interruption to or interference with the Business at the Premises, in consequence of an Employee or Employees terminating their employment with the Insured as a direct result of a confirmed win during the Period of Insurance on the National Lottery in the United Kingdom.

Provided that after the application of all the terms, definitions, conditions, clauses and exclusions, of the Policy:

- a the Company's liability under this Extension in total for all claims or series of claims, arising out of any one original cause, shall not exceed the Estimated Gross Profit or Estimated Gross Revenue or Gross Profit or Gross Revenue, limit of liability; and
- b the Indemnity Period under this Extension shall not exceed 3 months.

Notwithstanding the General Definition of Employee, for the purpose of this Extension, Employee shall mean:

Any person while working for the Insured in connection with the Business who is under a contract of service or apprenticeship, with the Insured.

Notwithstanding the Definition of Indemnity Period under this Section, for the purpose of this Extension, Indemnity Period shall mean:

The period beginning with the date of the confirmed win on the National Lottery and ending when the results of the Business shall cease to be affected by such win.

J Public Emergency

Loss resulting from interruption to or interference with the Business at the Premises in consequence of the actions or advice of a competent Public Authority, due to an emergency likely to endanger life or property, in the vicinity of the Premises, which commencing during the Period of Insurance, prevents or hinders the use of or access to the Premises, excluding:

- a any loss during the first four hours;
- b cover provided by Extension M Bomb Scares;
- c labour disputes; or
- d any loss occurring in Northern Ireland.

Provided that after the application of all the terms, definitions, conditions, clauses and exclusions, of the Policy, the Company's liability under this Extension in the aggregate and in any one Period of Insurance, shall not exceed £50,000.

Notwithstanding the Definition of Indemnity Period under this Section, for the purpose of this Extension, Indemnity Period shall mean:

The period beginning with the use of or access to the Premises being prevented or hindered and ending when the results of the Business shall cease to be affected by such prevention or hindrance, but not exceeding the Indemnity Period being the number of months stated in the Schedule.

K Closure

Loss resulting from interruption to or interference with the Business at the Premises in consequence of closure of any part of the Premises, commencing during the Period of Insurance, by a competent Public Authority due to defective drains or other sanitary arrangements, vermin or pests.

Provided that after the application of all the terms, definitions, conditions, clauses and exclusions, of the Policy, the Company's liability under this Extension in the aggregate and in any one Period of Insurance, shall not exceed £50,000.

Notwithstanding the Definition of Indemnity Period under this Section, for the purpose of this Extension, Indemnity Period shall mean:

The period beginning with the closure of any part of the Premises and ending when the results of the Business shall cease to be affected by such closure but not exceeding the Indemnity Period being the number of months stated in the Schedule.

L Disease

Loss resulting from interruption of or interference with the Business at the Premises in consequence of:

- a murder or suicide, occurring at the Premises;
- b the occurrence of the following human notifiable diseases:
 Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Bubonic Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow Fever,
 at the Premises: or
- c poisoning directly caused by the consumption of food or drink, provided at the Premises.

Provided that:

- i** the use of the Premises is restricted on the order or advice of a competent authority commencing during the Period of Insurance; and
- ii** after the application of all the terms, definitions, conditions, clauses and exclusions, of the Policy, the Company's liability under this Extension under each of **a** to **c** above shall not exceed £50,000 in the aggregate and in any one Period of Insurance.

Notwithstanding the Definition of Indemnity Period under this Section, for the purpose of this Extension, Indemnity Period shall mean:

The period beginning with the restriction on the use of the Premises and ending when the results of the Business shall cease to be affected by such restriction but not exceeding an Indemnity Period of 12 months.

M Bomb Scares

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

- a** any loss during the first four hours; or
- b** any loss occurring in Northern Ireland.

Provided that after the application of all the terms, definitions, conditions, clauses and exclusions, of the Policy, the Company's liability under this Extension in total for all claims or series of claims, arising out of any one original cause, shall not exceed £50,000.

Notwithstanding the Definition of Indemnity Period under this Section, for the purpose of this Extension, Indemnity Period shall mean:

The period beginning with the access to the Premises being prevented or hindered and ending when the results of the Business shall cease to be affected by such prevention or hindrance, but not exceeding the Indemnity Period being the number of months stated in the Schedule.

Where any cover for loss in respect of Gross Profit or Gross Revenue, is insured by this Section, the insurance provided by this Section is extended to include:

N Essential Personnel

Loss resulting from interruption to or interference with the Business at the Premises during the Period of Insurance in consequence of the:

- a** death of any of the Insured's Principals; or

- b** total and permanent disablement of any of the Insured's Principals, which prevents them from attending to their normal occupation,

occurring during the Period of Insurance due to injury caused by accidental and violent means.

The Company will only pay the additional costs and/or expenses that the Insured necessarily and reasonably incurs, solely in order to minimise any interruption or interference, with the Business, during the Indemnity Period, which but for such additional costs and/or expenses would have taken place.

Provided that the Company's liability under this Extension shall not exceed £25,000 in the aggregate and in any one Period of Insurance.

For the purposes of this Extension Principals shall mean:

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

Notwithstanding the Definition of Indemnity Period under this Section, for the purpose of this Extension, Indemnity Period shall mean:

The period beginning with occurrence of the situations described in **a** or **b** of this Extension and ending when the results of the Business shall cease to be affected by such situation but not exceeding the Indemnity Period being the number of months stated in the Schedule.

O Exhibition Expenses

The irrecoverable expenses of the Insured in respect of any trade exhibition in the United Kingdom, Channel Islands or the Isle of Man, following Damage occurring during the Period of Insurance by any of the Perils (other than Peril 2) insured under this Section:

- a** at the exhibition venue; or
- b** to the property of the Insured for use in connection with the exhibition whilst at the Premises or whilst in transit by road, rail or inland waterway.

Provided that:

- a** in the event of the exhibition not being held (or the Insured being unable to exhibit at all) in consequence of the Damage, the amount payable shall be limited to the irrecoverable expenses that the Insured has paid or is liable to pay, in respect of the exhibition;
- b** if the exhibition does not run (or the Insured is unable to exhibit) for the intended period in consequence of the Damage, the amount payable shall be the loss computed in accordance with provision a above, adjusted for the period that the Insured could not exhibit,

subject to the Company's liability under this Extension not exceeding £25,000 in the aggregate and in any one Period of Insurance.

P Cattle Passports

Loss resulting from interruption to or interference with the Business following Damage to cattle passports by any of the Perils or Additional Perils applicable to this Section of the Policy (whether operative or not) whilst at the Premises or whilst temporarily removed from the Premises for the purposes of the Business anywhere in the United Kingdom, the Channel Islands or the Isle of Man.

Provided that after the application of all the terms, definitions, conditions, clauses and exclusions, of the Policy, the Company's liability in total for all claims or series of claims, arising out of any one original cause, shall not exceed the Estimated Gross Profit or Estimated Gross Revenue or Gross Profit or Gross Revenue, limit of liability.

Q All Risks on Specified Equipment

Loss resulting from interruption to or interference with the Business in consequence of Damage to the Property Insured under Section 11: All Risks on Machinery and/or Apparatus as defined therein whilst away from the Premises by any of the causes not otherwise excluded.

Where Optional Additional Extension D of Section 11 is operative, cover also extends to include Bulk Milk Tanks temporarily removed from the Premises for the purpose of repair, maintenance or overhaul as defined therein.

Provided that payment shall have been made or liability admitted for such Damage under Section 11 of this Policy.

The Company's liability under this Extension will not exceed £50,000 in the aggregate in any one Period of Insurance.

Where any cover for loss in respect of Gross Profit, Gross Revenue or for Increase in Cost of Working (when shown as a separate item in the Schedule if operative), is insured by this Section, the insurance by such item is extended, where shown as Applicable in the Schedule, to include the following:

R Dairy Farmers Extension

a Contamination of Milk

Loss of milk in the Insured's bulk milk tank at the Premises:

- i** resulting from Damage by any cause not otherwise excluded; or
- ii** by a Contamination Event which takes place during the milking process in its entirety and at a specific time and place during any one Period of Insurance.

Provided that the Company's liability for all claims or series of claims arising out of any one original cause, shall not exceed the limit stated in the Schedule.

b Uncollected Milk

Loss of milk, due to circumstances beyond the control of the Insured, resulting from the Dairy or its unauthorised agent:

- i** 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; or
- ii** refusing to collect milk following a second Antibiotics-related Contamination Event, and such milk being wasted or spoiled in direct consequence thereof.

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 loss for the purpose of this Extension.

The Company will also pay under this Extension the necessary and reasonable additional costs incurred to reduce wastage or spoilage of milk where it cannot be collected by the Dairy provided that the liability of the Company shall not exceed the amount of the Damage so avoided.

In respect of Uncollected Milk, the Company's liability in total for all claims or series of claims, arising out of any one original cause, shall not exceed the Limit stated in the Schedule.

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

- 1** for which more specific insurance applies;
- 2** arising directly from:
 - a** the outbreak or suspected outbreak of notifiable animal disease, at or in the vicinity of the Premises, occurring prior to the Effective Date of this insurance;
 - b** any strike, lock out or industrial dispute:
 - i** which commenced; or
 - ii** of which notice of intention was given prior to the Effective Date of this insurance;
 - c** breakdown or failure of machinery or plant at the Premises;
 - d** riot, civil commotion or malicious damage in Northern Ireland;

- e any loss involving Uncollected Milk or a Contamination Event arising within 7 days of the Effective Date or Renewal of this insurance where notice is already received or given to a farmer by the Dairy that collections will cease due to an existing or recent second Contamination Event;
- f any other fines, penalties or liquidated damages imposed under contract with the Dairy or suspension of collections other than by reason of a Contamination Event; or
- g where the Insured fails to maintain or comply with the requisite recommended Dairy systems for the segregation and or identification of cattle within the milking herd undergoing which are undergoing antibiotic treatments or other medication.

Definitions

The following definitions apply to this Extension in addition to the Section and General Definitions.

Dairy

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

Contamination Event

The contamination of the milk arising from or caused by a sudden identifiable, unintended and unexpected incident.

In respect of all Extensions applicable to this Section, the Company's liability in respect of the limit(s) stated under each Extension will apply in the aggregate in connection with the Business carried on from all the Premises.

Clauses

The following Clauses apply to this Section.

1 Departmental

If the Business is conducted in departments, the independent trading results of which are ascertainable, the provisions of items a and b of the Estimated Gross Profit or Estimated Gross Rentals or Estimated Gross Revenue or Gross Profit or Gross Revenue, when insured under this Section, under Basis of Cover in this Section 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 (where applicable) 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 Renewal Clause (applicable to Estimated Gross Profit or Estimated Gross Revenue or Estimated Gross Rentals)

The Insured shall, prior to each renewal of the Policy, provide the Company with the Estimated Gross Profit or Estimated Gross Revenue or Estimated Gross Rentals, whichever is applicable, for the financial year most nearly concurrent with the ensuing Period of Insurance, or a proportionately increased multiple thereof where the Indemnity Period exceeds 12 months.

5 Standing Charges (applicable to Estimated Gross Profit or Gross Profit)

If any of the standing charges of the Business are not insured by this Section (having been deducted in arriving at the Gross Profit as defined herein) then in computing the amount recoverable hereunder as increase in cost of working, that proportion only of any additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and the uninsured standing charges.

6 Premium Adjustment Clause (applicable to Estimated Gross Profit or Estimated Gross Revenue or Estimated Gross Rentals)

The first and annual premiums in respect of Estimated Gross Profit or Estimated Gross Revenue or Estimated Gross Rentals, whichever is applicable, are provisional and are based on the Estimated Sum Insured.

The Insured shall provide the Company not later than six months after the expiry of each Period of Insurance a declaration confirmed by the Insured's auditors of the Gross Profit or Gross Revenue or Gross Rentals, whichever is applicable, earned during the financial year most nearly concurrent with such Period of Insurance.

If any Damage shall have occurred giving rise to a claim for loss of Gross Profit or Gross Revenue or Gross Rentals, the above-mentioned declaration shall be increased by the Company for the purpose of premium adjustment, by the amount by which the Gross Profit, Gross Revenue or Gross Rentals, was reduced during the financial year solely in consequence of the Damage.

If the declaration (adjusted as provided above and proportionately increased where the Indemnity Period exceeds 12 months):

- a** is less than the Estimated Gross Profit or Estimated Gross Revenue or Estimated Gross Rentals, whichever is applicable, for the relative Period of Insurance, the Company will allow a pro rata return of the premium paid but not exceeding one half of such premium; or
- b** is greater than the Estimated Gross Profit or Estimated Gross Revenue or Estimated Gross Rentals, whichever is applicable, for the relative Period of Insurance, a pro rata addition to the premium paid shall be immediately payable by the Insured to the Company.

7 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.

8 Reinstatement of Losses

Unless written notice to the contrary is given by either the Company or the Insured, the Sums Insured (or any other stated limit of liability) under 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 (as stated in the Schedule).

This Clause does not apply where the Sum Insured (or any other stated limit of liability) is applied as a maximum in any one Period of Insurance.

9 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 (where applicable) during the Indemnity Period.

10 Value Added Tax

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.

11 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 subject to Damage 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 Premises subject to Damage and the immediately adjacent area; or
- 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).

12 Average

The Sum Insured covering Gross Profit or Gross Revenue, whichever is applicable, under this Section is similarly but separately subject to Average as defined in the General Definitions.

NOTE: This Clause does not apply to any item covering Estimated Gross Profit or Estimated Gross Revenue.

Exclusions

The Company shall not be liable under this Section for:

- 1** 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; or
 - 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 to 12 of Section 1: Material Damage of this Policy in so far as it is not otherwise excluded; or
- 2** any loss resulting from interruption or interference due to a Cyber Event;
- 3** loss for which more specific insurance applies under any of Sections 12 or 13, of this Policy.

Section 3: Livestock

In the event of Damage to Livestock in connection with the Business occurring during the Period of Insurance and caused by any of the Perils and/or Livestock Disease/Mortality Covers (where stated as operative in the Schedule), the Company will pay to the Insured the Market Value of such Livestock or the Sum Insured whichever is the less or the amount of the Damage at the time of such Damage or, at its own option, reinstate or replace such Livestock.

Provided that:

- a** 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 for each item (or any other stated limit of liability); and
- b** unless otherwise stated, the Sum Insured (or any other stated limit of liability) applies in the aggregate to Livestock collectively described by each item under this Section.

Definitions

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

Closed Herd

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

Damage

For the purpose of this Section only, the General Definition of Damage is amended to mean:

- a** loss, destruction or damage; or
- b** slaughter with the consent of the Company or where a veterinary surgeon certifies that slaughter is necessary on humane grounds.

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.

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.

Open Herd

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

Perils

Standard Perils:

- 1 Fire, Lightning, Explosion.**
- 2 Electrocution.**
- 3 Aircraft** or other aerial devices, or articles dropped therefrom.
- 4 Earthquake, Subterranean Fire.**
- 5 Impact:**
 - a** by vehicles;
 - b** by animals;
 - c** from collapse or breakage of television or radio receiving aerials, satellite dishes, telegraph poles, lamp posts, pylons, wind turbines or parts falling therefrom; or
 - d** by falling trees but excluding Damage caused by felling, lopping or pruning of trees by the Insured or any member of the Insured's family or any Employee.
- 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:
 - a** caused by cessation of work; or
 - b** due to confiscation, requisition or destruction, by or by order of the government or any public authority.
- 7 Malicious Persons** or vandals, excluding Damage:
 - a** caused by such malicious persons or vandals, acting on behalf of or in connection with any political organisation;
 - b** caused by cessation of work;
 - c** due to confiscation, requisition or destruction, by or by order of the government or any public authority; or
 - d** caused by Theft as defined in Peril 9 below.

Optional Perils:

The following Perils only apply if shown as Operative in the Schedule.

- 8 Worriying of sheep** and cattle by dogs, foxes and vermin.
- 9 (TH) Theft** or unexplained disappearance for a period exceeding 30 days but, excluding Theft where:
 - a** possession is obtained by deception or criminal deception; or
 - b** where the Insured or any Employee is concerned as principal or accessory.
- 10 Fatal Injury (Transit)** caused by any violent external and visible accident whilst in transit by:

- a** the Insured's own vehicle(s); or
- b** 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. 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.

11 Fatal Injury (Straying) caused by any violent external and visible accident including poisoning to the Livestock whilst:

- a** on any public thoroughfare;
- b** on any public livestock auction or sale-yard, market or agricultural showground premises;
- c** on any railway level crossing;
- d** straying from any such situation or premises (a, b or c above); or
- e** straying from the normal confines at the Premises; or
- f** internally housed within buildings insured under Section 1: Material Damage of this Policy and such buildings are damaged by storm or tempest resulting in loss of or damage to Livestock.

The Company shall not be liable in respect of the first £250 of each and every claim.

12 Fatal Injury (Own Premises) caused by any violent external and visible accident to Livestock whilst at the Premises excluding:

- a** fatal injury to Livestock caused by and not otherwise specifically excluded under Perils 1 to 11 of this Section of the Policy;
- b** fatal injury, heat, stress, panic or suffocation following:
 - i** mechanical or electrical breakdown or derangement of any heating, ventilation, temperature control, monitoring equipment or apparatus; or
 - ii** 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;
- c** poisoning, disease or cannibalism;
- d** any loss due to pregnancy or parturition birthing process;
- e** inadequate heating, ventilation, feed or drink provision;

- f** cessation of work;
- g** due to confiscation, requisition or destruction by or by order of the government or any public authority;
- h** any loss caused by or attributable to change in the water table level;
- i** any loss due to Storm and Tempest (as defined in Section 1 of this Policy) in respect of Livestock in the open; or
- j** any loss resulting from any deliberate erasure, loss, corruption of information on any computer or computer controlled systems necessary to maintain or monitor internal temperatures or conditions within any poultry house.

Premises

For the purpose of this Section only, the General Definition of Premises is extended to include:

- 1** In respect of:
 - a** **Perils 1–8** the Premises and any other premises or land occupied or used by the Insured in connection with the Business including whilst being moved in between such Premises;
 - b** **Peril 9** the Premises and any other premises or land occupied or used by the Insured in connection with the Business;
 - c** **Peril 10** any premises or land occupied or used by the Insured in connection with the Business other than whilst at the Insured's own Premises; and
 - d** **Peril 11** elsewhere than on the Premises or any land occupied or used by the Insured in connection with the Business, except for loading and unloading or straying from the normal confines of the Premises, within the United Kingdom, the Channel Islands or the Isle of Man; and
 - e** Extension G Livestock Disease Covers:
 - i** b and c Aujeszky's Disease;
 - ii** f Enzootic Bovine Leukosis; and
 - iii** i Maedi-Visna,
 any premises within Great Britain owned, used or occupied by the Insured for the purposes of the Business.
- 2** Otherwise, any premises within the United Kingdom, the Channel Islands or the Isle of Man, owned, used or occupied by the Insured for the purposes of the Business.

Reactor

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

Scheme

- 1 The Aujeszky's Disease Eradication Scheme.
- 2 The Brucellosis (Area Eradication) Scheme.
- 3 The Cattle Health Scheme.
- 4 The Ministry's Sheep and Goat Health Scheme.

Swill or Waste Food

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

Test

A test for the presence of:

- 1 Aujeszky's Disease;
- 2 Brucellosis;
- 3 Enzootic Bovine Leukosis;
- 4 Maedi-Visna; or
- 5 Tuberculosis,

arranged or authorised by the Ministry on all or any of the Livestock.

Extensions

The insurance provided by this Section is extended to include the following.

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

A Vet's Fees

Veterinary surgeon's treatment fees, up to but, not exceeding £750 in respect of any one animal, including such fees expended preventing Damage.

B Knackers or Renderer

An amount not exceeding:

- a £350 in respect of any one animal; subject to
- b £2,500 in the aggregate in any one Period of Insurance,

for which the Insured is liable to knackers, renderer or employ a bona fide disposal centre for the removal of any carcass incurred as a direct result of Damage.

C Advertising and Reward

An amount not exceeding £500 in respect of any one claim, where Peril 9 Theft is insured for the costs of advertising and reward.

D Rescue or Recovery

An amount not exceeding £500 in respect of any one claim where, Peril 11 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.

E Working Dogs

The value of working dogs (active only) up to but, not exceeding £3,000 in respect of any one animal.

F Loss Minimisation and Prevention Expenditure

The costs necessarily and reasonably incurred by the Insured (caused by any of the Perils where stated as operative in the Schedule), with the consent of the Company, in preventing, reducing or mitigating:

- a imminent Damage which would have been insured under this Section; or
- b otherwise alleviating Damage insured under this Section during and after the event of such Damage.

Provided that:

- i the impending Damage was not reasonably foreseeable at the inception of the Period of Insurance and would be the inevitable outcome if such costs and expenses were not incurred;
- ii the impending Damage did not arise from any defect in the Property Insured;
- iii the impending Damage is not more specifically insured; and
- iv the maximum liability of the Company under this Extension shall not exceed £25,000 in total for all claims or series of claims, arising out of any one original cause.

This Extension is not applicable to the Livestock Disease/Mortality Covers.

Optional Extensions

G Livestock Disease/Mortality Covers

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

a Anthrax

If any Livestock at the Premises:

- 1 die as a direct result of anthrax; or
- 2 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; and
- 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 Scheme 1 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; or
- ii the Ministry valuation paid.

c Contraction of Aujeszky's Disease – Open Herd

If any Livestock at the Premises are slaughtered by order of the Ministry under Scheme 1 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; or
- ii the Ministry valuation paid.

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% after the first 26 weeks of payment under this cover.

Provided there is no valid claim payable under Livestock Disease Cover e Reaction to Brucellosis Testing.

e Reaction to Brucellosis Testing

- 1 If any of the Livestock at the Premises are slaughtered in accordance with the rules of Scheme 2, 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 Scheme 2; and
- ii an amount not exceeding 25% 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 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% of the value of the Livestock that fails the periodic test; or
 - ii 25% 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.

Provided that 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 Scheme 2; or
 - b 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 Scheme 2 or the British Register of Officially Brucellosis Free Herds 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 item 1 of this Cover e; or
 - b the British Register of Officially Brucellosis Free Herds in respect of item 2 of this Cover e;
 - v if the administration of Scheme 2 is altered unless the written acceptance of the Company has been obtained; or
 - vi occurring within 60 days of inception of this Cover e, otherwise this Cover e will be cancelled from inception and the relevant premium returned in full to the Insured.
- 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.
- Provided that 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 Scheme 3;
 - iii to Livestock not qualified under the provisions of Scheme 3 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 Scheme 3 is altered unless the written acceptance of the Company has been obtained; or
 - vi occurring within 60 days of inception of this Cover f, otherwise this Cover f will be cancelled from inception and the relevant premium returned in full to the Insured.
- 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 costs either directly or indirectly caused by Foot and Mouth Disease incurred by 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.
- 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 costs either directly or indirectly caused by Foot and Mouth Disease incurred by 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.
- 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 Scheme 4 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.

Provided that 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 Scheme 4 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 18 months due to a Reactor; or
- iv if the administration of Scheme 4 is altered unless the written acceptance of the Company has been obtained.

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 loss of income based upon the lower of:

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

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 loss of income based upon the lower of:

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

l 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% of:
 - a the statutory compensation paid or payable;
 - b the value of Livestock before slaughter; or
 - c the Sum Insured as stated in the Schedule.

m Tuberculin Testing Movement Restriction

In the event of the Ministry imposing a restriction on the movement of Livestock insured due to a reaction to Tuberculin Testing, the Company will pay to the Insured the Sum Insured for each complete week in excess of 26 weeks that the Premises are within an area subject to such movement restriction up to a maximum of 26 weeks for any one reaction.

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% of:
 - a the statutory compensation paid or payable;
 - b the value of Livestock before slaughter; or
 - c the Sum Insured as stated in the Schedule.

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:

- 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% of:
 - a the statutory compensation paid or payable;
 - b the value of Livestock before slaughter; or
 - c the Sum Insured as stated in the Schedule.

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:

- 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% of:
 - a the statutory compensation paid or payable;
 - b the value of Livestock before slaughter; or
 - c the Sum Insured as stated in the Schedule.

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 or whilst straying therefrom, 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 for the animal shall be as stated in the Schedule.

r Full Mortality on Specified Animal

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 or whilst straying therefrom, 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 for the animal shall be as stated in the Schedule.

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 or whilst straying therefrom, 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 for the animal shall be as stated in the Schedule.

t Full Mortality on Specified Cows (including 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) or parturition risks at the Premises or whilst straying therefrom, 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 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 for the animal shall be as stated in the Schedule.

u Full Mortality on Specified Rams

In the event of any accident, illness or disease at the Premises or whilst straying therefrom, 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 for the animal shall be as stated in the Schedule.

Clauses

The following Clauses apply to this Section.

1 Average

- a** Each Sum Insured by this Section is similarly but separately subject to Average. For the purpose of this Section, the General Definition of Average except where otherwise stated shall mean:

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% 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.

- b** However, this definition of Average is not applicable to Extension G Livestock Disease Covers in respect of:

- i** b and c Aujeszky's Disease;
- ii** d Brucellosis Movement Restriction; and
- iii** m Tuberculin Testing Movement Restriction.

- c** In respect of Extension G Livestock Disease Covers j and k (Swine Vesicular Disease), the following definition of Average applies:

If the Sum Insured shall at the commencement of any loss be less than 25% 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.

2 Reinstatement of Loss

Unless written notice to the contrary is given by either the Company or the Insured, the Sums Insured (or any other stated limit of liability) under 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 (as stated in the Schedule).

This Clause does not apply where the Sum Insured (or any other stated limit of liability) is applied as a maximum in any one Period of Insurance.

3 Changes in Herd

Clause applicable to Extension G Livestock Disease Covers: b, c, e, f and i only.

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; and
- b** the Insured has no knowledge of any impending Test, positive reaction to any recent Test or outbreak at any neighbouring farm premises, at the time of such request.

4 Guaranteed Renewal

Clause applicable to Extension G Livestock Disease Covers: e, f and i only.

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; and
- 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.

5 Aggregate Payments for Extensions

Where the cover under any of the Extensions of this Section and under the Extensions of Section 1: 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: Material Damage.

Conditions

The following Conditions apply to this Section.

1 Veterinary Surgeon's Report

In the event of Damage which may give rise to a claim (Peril 9 excepted) the Insured shall immediately arrange for:

- a adequate attention and treatment; and
- b a veterinary surgeon's report on the cause of loss of the Livestock insured.

2 Humane Slaughter

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.

3 Livestock Recovered

If following payment by the Company under Peril 9 the Livestock is found, recovered or returned to the Insured the Insured shall repay the amount of the payment to the Company.

4 Suitable Vehicles or Trailers

All vehicles or trailers used for the transit of Livestock shall be suitably constructed for the purpose.

5 No Payment for Same Animal, Same Loss

No payment shall be made for the same animal under more than one of the covers insured in connection with the same loss.

6 Transfer of Interest Trust Assignment

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.

7 Documentary Evidence

In respect of Extension G Livestock Disease Covers b, c, e, f, i, n, o and p the Insured shall produce documentary evidence from the Ministry and full particulars in respect of:

- a slaughter of any Livestock;
- b compensation paid;
- c Reactors identified in the herd or flock; and
- d details of any previous Reactors in the herd or flock, 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 £2,500.

Submission of:

- i such evidence and particulars; or
 - ii the professional valuation if applicable,
- shall constitute evidence of a claim and shall be used as the basis of settlement.

8 Evidence of Compensation

In respect of Extension G Livestock Disease Covers j, k and l, 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.

9 Foot and Mouth Schemes Documentary Evidence of Compensation

In respect of Extension G Livestock Disease Covers g and h Foot and Mouth Schemes:

- a the Insured shall as soon as it becomes available, supply documentary evidence of the compensation paid by the Government for the slaughter of Livestock;
- b 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;
- c payment of any claim may be made in not more than four instalments as shown on the Schedule or the Insured may apply:
 - i for payments in full at the time of slaughter; or
 - ii for payment at any time of such instalments as may remain outstanding; and
- d 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.

10 Premium Reflection of Routine Testing

In respect of Extension G Livestock Disease Covers n, o and p, the premium for these disease covers 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 will not apply to a change in testing frequency during the Period of Insurance in which such a change takes place.

11 No Permanent Removal without Company Consent

In respect of Extension G Livestock Disease Covers q, r, s, t and u, 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.

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, for Damage caused by any of the Perils as stated in the Schedule.

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 for:

- 1 Damage to Livestock:
 - a straying unless reasonable fencing was provided for its safety;
 - b in transit for hire or reward; or
 - c if otherwise insured;
- 2 Damage to horses being ridden in connection with hunting, racing, show jumping or other competitive events;
- 3 direct or indirect loss of whatsoever nature, except where specifically stated in this Section;
- 4 Damage as a result of any disease occurring within 30 days (unless otherwise stated) of the inception date of the disease cover concerned, otherwise, the insurance covering that disease is cancelled;
- 5 Damage happening outside the Premises;

- 6 Damage, in respect of Extension G Livestock Disease Covers b, c (Aujeszky's Disease), j, k (Contraction of Swine Vesicular Disease) and l (Swine Fever):
 - a arising in connection with any pigs sent for shows, sales or export;
 - b where any pigs in the herd have been:
 - i bought in the open market; or
 - ii fed Swill or Waste Food; or
 - c if the administration of any Government Scheme is altered unless the written acceptance of the Company has been obtained; or
- 7 any animal which is below the minimum or over the maximum age range, in respect of Extension G Livestock Disease Covers q, r, s, t and u as stated as follows:

		Minimum Age	Maximum Age
a	Boars	six months	two years
b	Bulls	six months	six years
c	Cows	six months	eight years
d	Dogs	six months	seven years
e	Horses	six months	fifteen years
f	Rams	nine months	four years
g	For any other specified animal age range exclusion as agreed by the Company and stated in the Schedule.		

Section 4: Employers' Liability

The Company will, subject to the Indemnity Limit, indemnify the Insured under this Section 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, if the Insured is ordered to pay them or paid with the Company's written consent,
- in respect of an Occurrence;
- 2 all costs and expenses, incurred by the Insured with the Company's written consent in defending any claim under this Section; and
 - 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 this Section or at any coroner's inquest or fatal accident inquiry.

Definitions

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

Bodily Injury

Bodily injury which shall include death, disease or illness.

Business

For the purpose of this Section only, the General Definition of Business is extended to include:

- a** the ownership, repair, maintenance and decoration of the Premises;
- b** private work undertaken by any Employee for the Insured, or with the Insured's consent, for any director of the Insured or partner of the Insured or other Employee; and
- 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.

Indemnity Limit

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

Occurrence

Bodily Injury caused to any Employee anywhere within 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.

Territorial Limits

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

Extensions

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

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 of the Insured or partner of the Insured £500
- b** any Employee £250.

B 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.

C Health and Safety at Work etc. Act 1974

The Company will indemnify the Insured and, at the Insured's request, any director of the Insured or partner of the Insured or any Employee, 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 prosecution costs for which the Insured is legally liable and any other costs in appealing against any judgment given.

Provided that this indemnity shall not apply:

- i** to the payment of any costs or expenses incurred without the Company's written consent; or
- ii** to the payment of fines or penalties.

D Indemnity to Principals

The Company will, at the request of the Insured, indemnify any principal to the extent required by a contract between the Insured and the principal, in respect of legal 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; and
- b** the principal shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this Policy, in so far as they can apply.

E Indemnity to Others

The Insured shall also include:

- a** personal representatives of the Insured in the event of the death of the Insured, but only in respect of legal liability incurred by the Insured; and
- b** if the Insured so requests:
 - i** any director of the Insured or partner of the Insured or Employee, while acting in connection with the Business, provided that the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured; and
 - 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 their respective capacity as such.

Provided that such persons shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this Policy, in so far as they can apply.

F Unsatisfied Court Judgments

In the event of a judgment 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 within the Territorial Limits in any court situated in the Territorial Limits and remaining unsatisfied in whole or in part six months after the date of such judgment, 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; and
- b** if any payment is made under the terms of this Extension, the Employee or the personal representatives of the Employee, shall assign the judgment to the Company.

G Work Overseas

The indemnity provided under this Section is extended to apply in respect of legal liability for Bodily Injury caused to an Employee whilst temporarily engaged in work outside the Territorial Limits in connection with the Business provided that such Employee is ordinarily resident within the Territorial Limits.

H 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 Channel Islands or the Isle of Man, 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 the aggregate and in any one Period of Insurance;
- b** this Extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- c** the Company must consent 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; and
- e** before the Company consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that 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 that the Company will have no liability under this Extension:

- i if the Insured have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;
- ii for any fines or penalties, of any kind; or
- iii 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 this Extension the Insured would have obtained indemnity from any other source or insurance.

I Agricultural Wages Act

In the event of the Insured being required under the provisions of the Agricultural Wages Act 1948 (and/or legislation amending or replacing such Act), to pay sick pay (as defined in such legislation) to any Employee, the maximum the Company will settle claims will be on the basis of the Insured's responsibilities under the Agricultural Wages Orders made by the Governing Board, and not the Indemnity Limit as stated in the Schedule.

Provided that:

- a no benefit for Statutory Sick Pay (SSP) is included in any claim where the Insured is eligible for a full or partial recovery under any Government Sick Pay Scheme;
- b the sick-pay claim shall not exceed 13 weeks in any 52 week consecutive period following the first period of sickness absence;
- c where such legislation is not retained within the United Kingdom, the Company will continue to settle sick-pay claims on the equivalent basis to that where the Agricultural Wages Orders continue to be made by the retained Governing Board; or
- d this Extension is not otherwise excluded on the Schedule.

Conditions

The following Conditions apply to this Section.

1 Provisions of Law

The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of legal liability to Employees within the Territorial Limits 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 Certificate of Employers Liability Insurance

If this Policy or Section is cancelled, any Certificate of Employers Liability Insurance shall be similarly cancelled from the same date.

3 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, this Section will only apply if the Company retains sole conduct and control of any claim.

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 motor vehicle or entering or getting onto or alighting from a motor vehicle, where such Bodily Injury is caused by or arises out of the use by the Insured of a motor vehicle on a road. For the purpose of this Exclusion the expressions "motor vehicle", "use" and "road", shall have the same meanings as they are used in Section VI of the Road Traffic Act 1988; or
- 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 such offshore rig or platform.

Section 5: Public Liability

The Company will, subject to the Indemnity Limit, indemnify the Insured under this Section 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, if the Insured is ordered to pay them or paid with the Company's written consent,
- in respect of the Occurrences;
- 2** all costs and expenses, incurred by the Insured with the Company's written consent in defending any claim under this Section; and
 - 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 this Section or at any coroner's inquest or fatal accident inquiry.

Definitions

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

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Bodily Injury

Bodily injury which shall include death, disease or illness.

Business

For the purpose of this Section only, the General Definition of Business is extended to include:

- a** the ownership, repair, maintenance and decoration of the Premises;
- b** private work undertaken by any Employee for the Insured or, with the Insured's consent, for any director of the Insured or partner of the Insured or other Employee; and
- 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.

Clean Up

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

Craft

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

Environmental Damage

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

Hacking

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.

Indemnity Limit

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

Occurrences

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

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

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.

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.

Property

Physical property.

Regulatory Debts

Statutory Clean Up costs for remediation of Insured's own sites and third party sites.

Remediation

Remedying the effects of Pollution or Contamination.

Territorial Limits

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

Virus or Similar Mechanism

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 meaning of Virus or Similar Mechanism includes but is not limited to Trojan horses, worms and logic bombs.

Extensions

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

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 of the Insured 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 of the Insured or partner of the Insured or any Employee, 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 prosecution costs for which the Insured is legally liable and any other costs in appealing against any judgment given.

Provided that this indemnity shall not apply:

- i** to the payment of any costs or expenses incurred without the Company's written consent; or
- ii** to the payment of fines or penalties.

C 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.

D Member to Member Liability

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

E Indemnity to Principals

The Company will, at the request of the Insured, indemnify any principal to the extent required by a contract between the Insured and the principal, in respect of legal 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; and
- b** the principal shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this Policy, in so far as they can apply.

F Indemnity to Others

The Insured shall also include:

- a** personal representatives of the Insured in the event of the death of the Insured, but only in respect of legal liability incurred by the Insured; and
- b** if the Insured so requests:
 - i** any director of the Insured or partner of the Insured or Employee, while acting in connection with the Business, provided that the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured; and
 - 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 their respective capacity as such.

Provided that such persons shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this Policy, in so far as they can apply.

G Leased or Rented Premises

Exclusion 4 of this Section shall not apply to legal liability for Damage to any premises (including their fixtures and fittings) leased, rented or hired, to the Insured. Provided that the indemnity provided by this Section shall not apply

to Damage by any cause against which the lease or tenancy agreement stipulates that insurance shall be effected by the lessee or tenant.

H Defective Premises Act 1972

The indemnity provided by this Section is extended to indemnify the Insured under this Section in respect of legal 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.

Provided that this Extension shall not apply to:

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

I Overseas Personal Liability

The indemnity provided by this Section is extended to indemnify the Insured and, at the Insured's request, any director of the Insured or partner of the Insured or any Employee, or any family member accompanying them, while temporarily outside the Territorial Limits in connection with the Business against legal liability as provided by this Section incurred in a personal capacity.

Provided that this indemnity shall not apply:

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

J Claims under Data Protection Legislation

The Company will indemnify the Insured against any compensation claim in respect of material or non-material damage where such damage occurs during the Period of Insurance and happens in connection with the Business, provided that the Insured:

- a** has complied in all respects with the Insured's obligations under the Data Protection (Charges and Information) Regulations 2018;
- b** is not in business as a computer bureau; and
- c** was acting as a sole and independent controller in respect of the matter giving rise to the compensation claim.

The Company's liability under this Extension (including all compensation, costs and expenses) shall be limited to a maximum amount of £500,000 in the aggregate and in any one Period of Insurance.

Provided that this indemnity shall not apply to:

- i** any material or non-material damage caused by any deliberate act or omission, by the Insured, where such material or non-material damage could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission;
- ii** any material or non-material damage caused by any act of fraud or dishonesty;
- iii** the costs and expenses of rectifying, rewriting or erasing data (including personal 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 by the Insured of any regulatory fines or penalties; or
- vi** any material or non-material damage caused by:
 - a** any deliberate, reckless or negligent act of any Employee; or
 - b** any failure by an Employee to act in accordance with the Insured's internal policies, procedures and guidelines.

For the purposes of this Extension:

- i** "GDPR" means:
The General Data Protection Regulation (EU) 2016/679.
- ii** "compensation claim" means:
Any sums which the Insured becomes legally liable to pay as compensation to any data subject under and in accordance with Article 82 of the GDPR, or any equivalent legislation in the Channel Islands or the Isle of Man, or any similar or successor legislation, including the Data Protection Act 2018 (as may be amended from time to time).
- iii** "controller" shall have the meaning given to it in Article 4 of the GDPR.
- iv** "material or non-material damage" shall be interpreted in accordance with Article 82 of the GDPR.

K Work Overseas

The indemnity provided under this Section is extended to apply:

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

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

L Motor Contingent Liability

Notwithstanding Exclusion 5 under this Section, the indemnity provided by this Section extends to indemnify the Insured against legal liability arising out of the use in the course of the Business of any motor vehicle which is not the property of, nor provided by, the Insured.

Provided that this indemnity shall not apply:

- a** for loss, destruction or damage, to such vehicle or any property contained therein;
- b** whilst such vehicle is being driven by the Insured;
- c** whilst such vehicle is being driven with the consent of the Insured by any person who does not hold a licence to drive such vehicle;
- d** for legal liability for which the Insured is entitled to indemnity under any other insurance; or
- e** for legal liability arising outside the Territorial Limits.

M 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 Channel Islands or the Isle of Man, 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 the aggregate and in any one Period of Insurance;
- b** this Extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- c** the Company must consent 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; and
- e** before the Company consent to fund any appeal,

advice must have been received from Counsel that there is a strong probability that 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 that the Company will have no liability under this Extension:

- i** if the Insured have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;
- ii** for any fines or penalties, of any kind; or
- iii** 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 this Extension the Insured would have obtained indemnity from any other source or insurance.

N 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; or
- 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.

O Environmental Statutory Clean Up Costs Extension

The Company will indemnify the Insured in respect of all sums including Regulatory Debts which the Insured is 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 under this Extension shall be limited to a maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance;
- c** 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:
 - a** whether owned, leased, hired or tenanted, to or by the Insured; or
 - b** 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:
 - a** whether owned, leased, hired or tenanted, to or by the Insured; or
 - b** 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:
 - a** whether owned, leased, hired or tenanted, to or by the Insured; or
 - b** otherwise, in the Insured's care, custody or control;
 - iv** costs in achieving an improvement or alteration in the condition of the land, atmosphere, 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 which takes place in its entirety at a specific time and place during any one Period of Insurance; or
 - vi** costs for the reinstatement or reintroduction of biota (combined flora and fauna) excluding special species and natural habitats; and

- d** liability does not arise from Pollution or Contamination directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking.

Excess applicable to this Extension

This Extension does not cover and the Company shall not be liable for the first £1,000 of each and every claim. All claims or series of claims, arising out of any one original cause, will be treated as one claim.

P Moral Compensation

The Company will indemnify the Insured, at the Insured's request, against the sums which the Insured become(s) morally liable to pay as compensation, caused in connection with the Business during the Period of Insurance, in respect of damage to third party property by:

- a** Livestock straying, trespassing or escaping;
- b** working dogs (active or retired); and
- c** objects (other than sprays or chemicals) being thrown up by the Insured's agricultural vehicles or machinery.

The total amount payable including all costs and expenses, under this Extension, in respect of all claims occurring in the aggregate during any one Period of Insurance is limited to £2,500.

Conditions

The following Conditions apply to this Section.

1 Costs Inclusive in USA and Canada

Where indemnity is provided under this Section 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 under this Section inclusive of all costs and expenses.

2 Use of Heat

It is a condition precedent to the liability of the Company that the undernoted precautions must be complied with whenever the following equipment is used anywhere other than at the Premises.

a Blow Lamps or Blow Torches

- i** A thorough examination is made in and about the area in which the work is to be undertaken prior to the commencement of the work.
- ii** The area in which the blow lamps or blow torches is to be used is cleared of loose

combustible material. If the combustible material is not capable of being moved, it must be adequately protected against the risk of fire.

- iii Lighted blow lamps or blow torches are continuously attended and extinguished immediately after use.
- iv Blow lamps and blow torches are filled only in the open.
- v A fire extinguisher, as deemed necessary in accordance with the Insured's fire risk assessment or, where such assessment is not required by legislation, a suitable fire extinguisher appropriate for the work being undertaken, 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 using the equipment has been undertaken, for 60 minutes immediately after each period of work and again for 60 minutes after any termination or cessation of such work.

b Welding or Flame Cutting Equipment

- i A thorough examination is made in and about the area in which the work is to be undertaken prior to the commencement of the work.
- ii The area in which the welding or flame cutting equipment is to be used is cleared of loose combustible material. If the combustible material is not capable of being moved, it must be adequately protected against the risk of fire.
- iii Other combustible material, including floors in the area in which the welding or flame cutting equipment is to be used, is covered with overlapping sheets of incombustible material.
- iv Lighted welding or flame cutting equipment is continuously attended and extinguished immediately after use.
- v 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.
- vi A fire extinguisher, as deemed necessary in accordance with the Insured's fire risk assessment or, where such assessment is not required by legislation, a suitable fire extinguisher appropriate for the work being

undertaken, is kept available for immediate use within close proximity of the area in which the equipment is to be used.

- vii A thorough examination is made in and about the area in which the work using the welding or flame cutting equipment has been undertaken, including behind walls, partitions, ceilings or floors, for 60 minutes immediately after each period of work and again for 60 minutes after any termination or cessation of such work for the day.

c Vessels for Heating of Bitumen or Bituminous Compounds

- i Vessels for heating of bitumen or bituminous compounds 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.

3 Jurisdiction

The indemnity provided by this Section will only apply to any action for damages brought against the Insured in any court or tribunal subject to the laws of England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

4 Underground Services Condition

In respect of loss or damage to cables pipes or other services located underground it is a condition precedent to the liability of the Company that the Insured, prior to undertaking digging boring or excavation, has:

- a taken or caused to be taken all reasonable measures to identify the location of such cables pipes and services before any work is commenced which may involve a risk of damage thereto. Reasonable measures include use of CAT scanning equipment where it is possible cables pipes or services are under the site;
- b retained a written record of the measures which were taken to locate such cables pipes or other services; and
- c conveyed the location of such cables pipes and services to those who are carrying out such work on behalf of the Insured.

5 Crop Spraying Own or Other Farmers Crops

Where Crop Spraying is stated as included in the Schedule, it is a condition precedent to the liability of the Company that the Insured:

- a** complies with the Plant Protection Products (Sustainable Use) Regulations 2012, and the Code of Practice for using Plant Protection Products as defined therein, or any subsequent amending Regulations;
- b** shall only apply Plant Protection Products stated on their current approved register database;
- c** complies with the instructions issued by the manufacturer of the substance to be sprayed; and
- d** shall ensure that all persons undertaking spraying applications are appropriately trained and certified in accordance with current regulations.

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** £250 in respect of Damage to Property other than as described in paragraphs B, C and D below;
- B** £500 in respect of Damage to Property arising out of the application of heat or the heating of bitumen or similar bituminous compounds;
- C** £250 in respect of Damage to underground pipes or cables other than as shown in D below; or
- D** In respect of Damage to optical fibre cables, the Insured shall be responsible for the first 10% (ten per cent) of each and every claim or £250, whichever is the greater, subject to a maximum of £2,500 per 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** the cost of replacing or making good faulty, defective or incorrect:
 - a** workmanship; or
 - b** Products Supplied;
- 2** legal 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** legal liability for Bodily Injury caused to any Employee arising out of and in the course of such person's employment or engagement, by the Insured in the Business;
- 4** legal liability for Damage to Property belonging to or in the charge of or under the control of the Insured, but this

Exclusion shall not apply to property of directors of the Insured or partners of the Insured, of Employees or visitors or to 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** legal 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; or
 - b** mechanically propelled vehicle (or trailer attached thereto) licensed for road use, other than legal liability caused by or arising from:
 - i** the use of plant as a tool of trade on site or at the Premises;
 - ii** the loading or unloading of such vehicle; or
 - 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** legal 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; or
 - 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** legal 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 original cause, shall be deemed to have occurred at the time such original cause takes place;
 - b** the liability of the Company under this Section 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, inclusive of all costs which may be

incurred under Extension O of this Section, shall not exceed in the aggregate the amount of the Pollution Indemnity Limit stated in the Schedule; and

- c** this Exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories;
- 10** legal 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** legal 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 such offshore rig or platform;
- 12**
 - a** exposure to;
 - b** inhalation of;
 - c** fears of the consequences of exposure to or inhalation of; or
 - d** the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of,
Asbestos including any product containing Asbestos;
- 13** legal liability assumed by the Insured under agreement which would not have attached in the absence of such agreement;
- 14** legal 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 or undertaken on a neighbourly reciprocal basis for no hire or reward purposes;
- 15** legal 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; or
 - c** any change to the environment arising from research testing or production of genetically modified crops or organisms;
- 16** legal liability arising out of the failure to supply electricity or other services in connection with any renewable power generation plant or equipment used by or operated by the

Insured; or

- 17** legal liability arising out of agricultural contracting activities involving:
 - a** any excavation exceeding a depth of 3 metres from the surface;
 - b** demolition or the use of explosives;
 - c** tunnelling, pile driving or dam construction, including work within or behind dams;
 - d** water diversion;
 - e** the construction, alteration or repair of towers (other than tower silos), steeples, chimneys, shafts, viaducts, bridges or docks;
 - f** work in or on airports, aircraft, ships, docks, piers, wharfs, breakwaters or sea walls, collieries, mines, chemical works, gas works, oil refineries, power stations, blast furnaces or any offshore installations;
 - g** crop spraying, or the spraying or dissemination of insecticides, herbicides or other substances or compounds for the control of pests, disease or weeds;
 - h** the felling, topping or lopping of any tree exceeding 6 metres in height; or
 - i** the use of any welding or cutting equipment involving a heating or burning process away from the Premises.

Section 6: Products Liability

The Company will, subject to the Indemnity Limit, indemnify the Insured under this Section 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, if the Insured is ordered to pay them or paid with the Company's written consent,
- in respect of the Occurrences;
- 2** all costs and expenses, incurred by the Insured with the Company's written consent in defending any claim under this Section; and
 - 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 this Section or at any coroner's inquest or fatal accident inquiry.

Definitions

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

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Bodily Injury

Bodily injury which shall include death, disease or illness.

Business

For the purpose of this Section only, the General Definition of Business is extended to include:

- a** the ownership, repair, maintenance and decoration of the Premises;
- b** private work undertaken by any Employee for the Insured or, with the Insured's consent, for any director of the Insured or partner of the Insured or other Employee; and
- 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.

Indemnity Limit

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

Occurrences

- 1** accidental Bodily Injury to any person; or
 - 2** Damage to Property,
- occurring anywhere in the world during the Period of Insurance and caused by any Products Supplied in or from the United Kingdom, the Channel Islands or the Isle of Man.

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.

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.

Property

Physical property.

Extensions

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

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 of the Insured 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 of the Insured or partner of the Insured or any Employee, 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 prosecution costs for which the Insured is legally liable and any other costs in appealing against any judgment given.

Provided that this indemnity shall not apply:

- i to the payment of any costs or expenses incurred without the Company's written consent; or
- ii to the payment of fines or penalties.

C Consumer Protection and Food Safety Acts

The Company will indemnify the Insured and, at the Insured's request, any director of the Insured or partner of the Insured or Employee, 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 the payment of fines or penalties;
- ii proceedings or appeals in respect of any deliberate act or omission by the Insured or any director of the Insured or partner of the Insured or Employee; or
- iii costs or expenses, insured by any other policy of insurance.

D 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.

E Indemnity to Others

The Insured shall also include:

- a personal representatives of the Insured in the event of the death of the Insured, but only in respect of legal liability incurred by the Insured; and
- b if the Insured so requests:
 - i any director of the Insured or partner of the Insured or Employee, while acting in connection with the Business, provided that the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured; and

- 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 their respective capacity as such.

Provided that such persons shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this Policy, in so far as they can apply.

F Claims under Data Protection Legislation

The Company will indemnify the Insured against any compensation claim in respect of material or non-material damage where such damage occurs during the Period of Insurance and happens in connection with the Business, provided that the Insured:

- a has complied in all respects with the Insured's obligations under the Data Protection (Charges and Information) Regulations 2018;
- b is not in business as a computer bureau; and
- c was acting as a sole and independent controller in respect of the matter giving rise to the compensation claim.

The Company's liability under this Extension (including all compensation, costs and expenses) shall be limited to a maximum amount of £500,000 in the aggregate and in any one Period of Insurance.

Provided that this indemnity shall not apply to:

- i any material or non-material damage caused by any deliberate act or omission, by the Insured, where such material or non-material damage could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission;
- ii any material or non-material damage caused by any act of fraud or dishonesty;
- iii the costs and expenses of rectifying, rewriting or erasing data (including personal 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 by the Insured of any regulatory fines or penalties; or
- vi any material or non-material damage caused by:
 - a any deliberate, reckless or negligent act of any Employee; or
 - b any failure by an Employee to act in accordance with the Insured's internal policies, procedures and guidelines.

For the purposes of this Extension:

- i** “GDPR” means:
The General Data Protection Regulation (EU) 2016/679.
- ii** “compensation claim” means:
Any sums which the Insured becomes legally liable to pay as compensation to any data subject under and in accordance with Article 82 of the GDPR, or any equivalent legislation in the Channel Islands or the Isle of Man, or any similar or successor legislation, including the Data Protection Act 2018 (as may be amended from time to time).
- iii** “controller” shall have the meaning given to it in Article 4 of the GDPR.
- iv** “material or non-material damage” shall be interpreted in accordance with Article 82 of the GDPR.

G 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 Channel Islands or the Isle of Man, committed or alleged to be committed in the course of the Business during the Period of Insurance.

Provided that:

- a** this Extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- b** the Company must consent to the appointment of any solicitor or counsel, acting on behalf of the Insured;
- c** 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; and
- d** before the Company consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that 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 that the Company will have no liability under this Extension:

- i** if the Insured have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;
- ii** for any fines or penalties, of any kind; or
- iii** 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 this Extension the Insured would have obtained indemnity from any other source or insurance.

Conditions

The following Conditions apply to this Section.

1 Costs Inclusive in USA and Canada

Where indemnity is provided under this Section 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 under this Section inclusive of all costs and expenses.

2 Jurisdiction

The indemnity provided by this Section will only apply to any action for damages brought against the Insured in any court or tribunal subject to the laws of England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

3 Crop Spraying Own or Other Farmers Crops

Where Crop Spraying is stated as included in the Schedule, it is a condition precedent to the liability of the Company that the Insured:

- a** complies with the Plant Protection Products (Sustainable Use) Regulations 2012, and the Code of Practice for using Plant Protection Products as defined therein, or any subsequent amending Regulations;
- b** shall only apply Plant Protection Products stated on the current approved register database;
- c** complies with the instructions issued by the manufacturer of the substance to be sprayed; and
- d** shall ensure that all persons undertaking spraying applications are appropriately trained and certified in accordance with current regulations.

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** legal 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** legal liability for Bodily Injury caused to any Employee arising out of and in the course of such person's employment or engagement, by the Insured in the Business;
- 4** legal 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** legal 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 original cause, shall be deemed to have occurred at the time such original cause takes place;
 - b** the liability of the Company under this Section 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 amount of the Pollution Indemnity Limit under this Section stated in the Schedule; and
 - c** this Exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories;
- 9** legal 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**
 - a** exposure to;
 - b** inhalation of;
 - c** fears of the consequences of exposure to or inhalation of; or
 - d** the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of,
Asbestos including any product containing Asbestos;
- 12** legal 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;
- 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; or
 - c** any change to the environment arising from research testing or production of genetically modified crops or organisms;
- 14** legal liability arising out of the failure to supply electricity or other services in connection with any renewable power generation plant or equipment used by or operated by the Insured; or
- 15** legal liability arising out of agricultural contracting activities involving:
 - a** any excavation exceeding a depth of 3 metres from the surface;
 - b** demolition of the use of explosives;
 - c** tunnelling, pile driving or dam construction, including work within or behind dams;
 - d** water diversion;
 - e** the construction, alteration or repair of towers (other than tower silos), steeples, chimneys, shafts, viaducts, bridges or docks; or
 - f** work in or on airports, aircraft, ships, docks, piers, wharfs, breakwaters or seawalls, collieries, mines, chemical works, gas works, oil refineries, power stations, blast furnaces or any offshore installations;

- g** crop spraying, or the spraying or dissemination of insecticides, herbicides or other substances or compounds for the control of pests, disease or weeds;
- h** the felling, topping or lopping of any tree exceeding 6 metres in height; or
- i** the use of any welding or cutting equipment involving a heating or burning process away from the Premises.

Notwithstanding any other Excesses applicable, the Company shall not be liable for the first £250 of each and every claim in respect of agricultural contracting activities.

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

Section 7: Environmental Liability

The Company will, subject to the Limit of Indemnity for Environmental Liability, indemnify the Insured under this Section against:

- 1 **a** all sums that the Insured becomes legally liable to pay as damages; and
 - b** claimants' costs and expenses, if the Insured is ordered to pay them or paid with the Company's written consent,
 in respect of accidental Environmental Loss arising from a Pollution Condition that:
 - i** occurs after the Environmental Retroactive Date but before the end of the Period of Insurance, on, at, under or migrating from the Insured's Premises, or arising from the Business within the Territorial Limits; and
 - ii** results in a Claim that is made against the Insured during the Period of Insurance and reported to the Company within the same Period of Insurance or within 60 days of expiry thereof;
- 2 all costs and expenses, incurred by the Insured with the Company's written consent in defending any claim under this Section; and
- 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 Environmental Loss which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

This Section will not operate in respect of any Business activities that fall within the following trades:

waste disposal contractors, clothing dyers and cleaners, ferrous and non-ferrous metal smelting and extraction, steel mills, abstraction and supply of potable water from natural sources, filling stations, fuel distributors (other than solid fuel), mines and quarries, any speculative property developing activity where there is no principal or any development activity on brownfield sites, waste transfer stations, landfills, water or waste treatment plants.

Definitions

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

Claim

A written demand, from someone who is not an Insured, seeking a remedy or asserting liability against the Insured for Environmental Loss.

Clean Up Costs

Costs, charges and expenses to investigate, neutralise, remove, remediate, monitor and dispose of a Pollution Condition:

- a** that have actually been incurred by the Insured as required by Environmental Law; or
- b** that have actually been incurred by any governmental entity duly acting under the authority of Environmental Law; or
- c** that have actually been incurred by third parties where required by Environmental Law.

Clean Up Costs shall include the reasonable and necessary costs that the Insured incurs with the Company's approval to restore, repair or replace the Insured's equipment, structures or facilities, to substantially the same condition it was in prior to being damaged during work performed in the course of incurring Clean Up Costs.

Environmental Damage

The measurable:

- a** physical injury to water, land, protected species or natural habitats; or
- b** impairment of a natural resource service caused by an emission, event, incident or activity;

and for which the Insured is legally responsible under Environmental Legislation.

Environmental Damage Costs

Reasonable and necessary costs, charges and expenses to investigate and / or undertake Primary, Compensatory or Complementary Remediation resulting from Environmental Damage and required pursuant to Environmental Legislation.

Environmental Legislation

Legislation in the United Kingdom and/or any part of the United Kingdom made prior to the United Kingdom's withdrawal from the European Union, which implemented in the United Kingdom (or any part thereof) the European Union Environmental Liability Directive 2004/35/EC on environmental liability, including any subsequent amendment, modification, substitution, repeal or revocation of such legislation.

Primary, Compensatory or Complementary Remediation

are as defined in Annex II of the European Union Directive 2004/35/EC on environmental liability and/or any local legislation that implements it, including any subsequent amendment, modification, substitution, repeal or revocation of such legislation.

Environmental Law

Any applicable directive, regulation or decision, any national statute, statutory instrument, regulation, bye-law, rule, regulation, ordinance, circular or guidance under Environmental Legislation, provided that they have the force of law, or any permit, consent, licence, notice, order or instruction of any national or local governmental or statutory authority, agency, court or like entity.

Environmental Loss

Third Party Environmental Damages, Clean Up Costs and Environmental Damage Costs and associated Legal Defence Costs.

Environmental Retroactive Date

The inception date of the earliest policy under which the Insured has:

- a** purchased this Section; or
- b** continuously maintained, and can evidence that they have done so, coverage materially the same as the cover provided under this Section.

Limit of Indemnity for Environmental Liability

The Company's liability under this Section for all damages (including interest thereon) payable in respect of any one Environmental Loss or in the aggregate in respect of a series of Environmental Losses arising out of any one original cause, shall not exceed the Limit of Indemnity for Environmental Liability stated in the Schedule.

Legal Defence Costs

Reasonable and necessary fees and all other charges, costs and expenses that the Insured have to pay resulting from the investigation, adjustment, defence and appeal of a Claim.

Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. Odour is not considered a Pollutant.

Pollution Condition

The emission, discharge, dispersal, migration release or escape of Pollutants provided such Pollutants are not naturally occurring. The entirety of any such Pollution Condition or any series of interrelated, associated, repeated, or continuous Pollution Conditions shall be deemed to be one Pollution Condition.

Territorial Limits

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

Third Party Environmental Damages

Damages to a third party as a result of:

- a** accidental bodily injury;
- b** physical injury to or destruction of tangible property, including the resulting loss of use and diminution in value thereof;
- c** loss of use, but not diminution in value, of tangible property that has not been physically injured or destroyed; or
- d** trespass, nuisance or obstruction.

Underground Storage Tank

A tank that has at least ten (10) per cent of its volume beneath the surface of the ground, including any connected underground piping, underground ancillary equipment and containment system.

For the avoidance of doubt an Underground Storage Tank will not include:

- a** any tank located within a bund or sump below the surface of the ground, so long as the base of the tank can be visually inspected; and
- b** any underground oil / water interceptor that forms part of a drainage system.

Extensions

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

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 of the Insured or partner of the Insured | £500 |
| b any Employee | £250. |

B 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.

C Member to Member Liability

The indemnity provided by this Section is extended to

indemnify any member of the Insured's sports or social organisations, in respect of legal liability for accidental Third Party Environmental Damages, sustained by fellow members of such organisations while engaged in the activities of such organisations.

D Indemnity to Principals

The Company will, at the request of the Insured, indemnify any principal to the extent required by a contract between the Insured and the principal, in respect of legal 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; and
- b** the principal shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this Policy, in so far as they can apply.

E Indemnity to Others

The Insured shall also include:

- a** personal representatives of the Insured in the event of the death of the Insured, but only in respect of legal liability incurred by the Insured; and
- b** if the Insured so requests:
 - i** any director of the Insured or partner of the Insured or Employee, while acting in connection with the Business, provided that the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured; and
 - 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 their respective capacity as such.

Provided that such persons shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this Policy, in so far as they can apply.

F Mitigation Expenses

The Company shall indemnify the Insured in respect of the following:

- a** Mitigation expenses incurred due to measures the Company or its appointed loss adjuster specifically directs the Insured to perform in order to mitigate or avoid the effects of Environmental Damage or a Pollution Condition which may give rise to an Environmental Loss under this Policy; and
- b** Expenses resulting from reasonable measures taken

at the sole initiative of the Insured to avoid either a Pollution Condition or Environmental Damage which may give rise to an Environmental Loss where the Insured has no choice but to effect such action in the absence of obtaining consent from the Company or from any of its appointed loss adjusters who may be acting on behalf of the Company, up to a maximum of £25,000 in respect of any one Environmental Loss or in the aggregate in respect of a series of Environmental Losses arising out of any one original cause.

This Extension shall operate solely to the extent that such measures are deemed necessary and that a Pollution Condition poses an imminent risk of Environmental Damage. Mitigation expenses do not include any capital improvement or betterment expenses.

Operation of this Extension shall be in excess of any such coverage insured elsewhere under Section 1: Material Damage, Section 15A: Farm Home Buildings and Extension O: Environmental Statutory Clean Up Costs of Section 5: Public Liability, provided that the indemnity under Section 7 shall not exceed the Limit of Indemnity for any one Environmental Loss stated in the Schedule.

Conditions

The following Conditions apply to this Section.

- 1** In the event of an Environmental Loss

It is a condition precedent to the Company's liability under this Section that the Insured shall notify the Company in writing as soon as practicable of any Environmental Loss. To the extent possible, such written notification should include:

 - a** how, when and where the Environmental Loss took place;
 - b** the names and addresses of any injured persons and witnesses; and
 - c** the nature and location of any injury or damage that has or could arise out of the Environmental Loss.

If a Claim for Environmental Loss covered by this Section is received by the Insured, the Insured must:

 - i** immediately record the specifics of the Claim and the date received;
 - ii** see to it that the Company receives written notice of the Claim as soon as practicable, but in no event later than the end of the Period of Insurance in which the Claim is made or within 60 days of expiry thereof;

- iii immediately send the Company copies of any demands, notices, summonses or legal papers received in connection with the Claim;
- iv authorise the Company to obtain records and other information;
- v cooperate with the Company in the investigation, settlement or defence of the Claim; and
- vi assist the Company, upon their request, in the enforcement of any right against any person or organisation which may be liable to the Insured because of injury or damage to which this insurance may also apply.

2 After the Environmental Loss has been Identified

The Insured shall have the duty to, where practicably possible, reduce, mitigate, remediate or prevent any Environmental Loss.

The Insured shall have the duty to prevent or clean up Pollutants and prevent or remediate Environmental Damage to the extent required by Environmental Law. The Company shall have the right but not the duty to review and approve all such actions.

The Insured shall promptly notify the Company of all actions and measures completed pursuant to this Condition.

3 The Company's Rights – Following an Incident

The Company shall have the right but not the duty to clean-up, remediate or mitigate an Environmental Loss upon receiving written notice directed as set out in Condition 1. Any sums expended by the Company will be deemed incurred or expended by the Insured, shall be subject to the Excess for Environmental Liability and shall reduce the Limit of Indemnity for Environmental Liability.

4 Right of Inspection

The Company, or their appointed representatives, have the right but are not obligated to make inspections, surveys or audits of the Insured's Premises or Business at the Company's expense and at reasonable notice to the Insured, but during the Period of Insurance.

5 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, this Section will only apply if the Company retains sole conduct and control of any claim.

6 Jurisdiction

The indemnity provided by this Section will only apply to any action for damages brought against the Insured in any court or tribunal subject to the laws of England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

Excess for Environmental Liability

The first £500 of compensation, costs and expenses payable in respect of each and every event of accidental Environmental Loss, which will be the Insured's responsibility.

Exclusions

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

- 1 personal injury to any member of the Insured's family, Employee or former Employee arising out of and in the course of employment by the Insured in the Business;
- 2 the ownership, possession or use by or on behalf of the Insured of any:
 - a aircraft, aerial device, hovercraft or watercraft; or
 - b motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation,
 provided that indemnity is not provided by another insurance policy, this Exclusion will not apply to the loading or unloading of motor vehicles, trailer or plant;
- 3 advice, instruction, consultancy, design, formula, specification, inspection, certification, or testing performed or provided separately for a fee or under a separate contract;
- 4 crop spraying, or the spraying or dissemination of insecticides, herbicides or other substances or compounds for the control of pests, disease or weeds on premises or land not occupied by or used by the Insured in connection with the Insured's Business;
- 5 work in connection with or on and travel to, from or within any offshore:
 - a accommodation, exploration, drilling or production rig or platform; or
 - b support vessel;
- 6
 - a liquidated damages;
 - b penalty clauses;
 - c fines; or
 - d aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages;

- 7 the Excess for Environmental Liability;
- 8 claims which are the subject of indemnity under other Sections of this Policy, or would be but for the limit of indemnity applicable thereto. This Exclusion will not apply to any applicable coverage provided by Extension R, Clear Up Costs (Own Property) to Section 1: Material Damage and Extension M, Clear Up Costs (Own Property) to Section 15A: Farm Home Buildings of this Policy, where cover provided by this Section will be in excess of any such coverage;
- 9 any asbestos, asbestos containing materials, lead or lead containing materials applied to, on or in above ground structures;
- 10 any deliberate or wilful act or omission by the Insured where the Insured either intends to cause Environmental Loss or is reckless as to whether Environmental Loss is caused;
- 11 liability arising from fly tipping;
- 12 liability arising from any item that the Insured sells, supplies, manufactures, constructs, alters, repairs, services, treats, or distributes including materials, parts, equipment, containers, packaging or labelling, once such item has ceased to be in the Insured's possession or control;
- 13 liability arising from an Underground Storage Tank that the Insured knew about prior to the Period of Insurance; or
- 14 liability arising from genetically modified organisms.

Section 8: Loss of Business Money and Personal Accident (Assault)

Definitions

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

Money

Cash, Bank and Currency Notes, Uncrossed Cheques, Girocheques, Postal Orders or Money Orders, unused current Postage Stamps, unaffixed National Insurance Stamps, National Savings and Holidays with Pay Stamps, Trading Stamps, Luncheon Vouchers, Mobile Phone Talk Vouchers, Gift Tokens, Consumer Redemption Vouchers, Travel Tickets, validated tickets for the National Lottery and Gaming Machine Tokens, all belonging to the Insured or for which responsibility has been accepted by the Insured, in connection with the Business.

Non-negotiable Currency

Crossed Cheques, Girocheques, Postal Orders, Money Orders, Bankers' Drafts or Giro Drafts, Unexpired Units in Franking Machines, Stamped National Insurance Cards, National Savings Certificates, Premium Bonds, Credit and Debit Card Sales Vouchers and Value Added Tax Purchase Invoices, all belonging to the Insured or for which responsibility has been accepted by the Insured, in connection with the Business.

Injury

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

Insured Person

The Insured or any partner of the Insured or director of the Insured or Employee, aged not less than 16 years or more than 75 years.

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 Eyes

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

Permanent Total Disablement

A disablement which permanently and continuously disables the Insured Person totally and absolutely from attending to their usual occupation, not being disablement following Loss of Limbs or Loss of Sight.

Temporary Total Disablement

A disablement which prevents the Insured Person from continuously attending to their usual occupation.

Temporary Partial Disablement

A disablement which prevents the Insured Person from engaging in or giving attention to a substantial 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.

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 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 After Hours in Safe

In a locked safe (as agreed with the Company) in an enclosed building in the Business portion at the Premises outside Business Hours.

e After 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 partner of the Insured or director of the Insured or Employee if authorised by the Insured.

Part A: Loss of Business Money

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

Provided that 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 in no case exceed in respect of:

- 1 Money, the Maximum Amounts stated in the Schedule against each Situation; and
- 2 Non-negotiable Currency, the Maximum Amount stated in the Schedule for Non-negotiable Currency.

Clause

The following Clause applies to Part A of this Section.

1 Reinstatement of Losses

Unless written notice to the contrary is given by either the Company or the Insured, the Maximum Amounts stated in the Schedule (or any other stated limit of liability) under Part A of 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 of the loss to the Expiry Date of the Period of Insurance (as stated in the Schedule).

This Clause does not apply where the Maximum Amount stated in the Schedule (or any other stated limit of liability) is applied as a maximum in any one Period of Insurance.

Part B: Personal Accident (Assault)

In the event of Injury to any Insured Person during the Period of Insurance whilst engaged in their occupation in the Business, which within 24 months is the sole cause of any of the Contingencies detailed below, the Company will pay under this Section the Benefits stated in the Schedule (unless otherwise stated in this Section), to the Insured or their legal representative.

Contingencies

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

Extensions applicable

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

A Damage to Safes

Damage to:

- a any safe, strongroom or franking machine for which the Insured is responsible; and
- b any container or waistcoat, whilst being used for carrying Money or Non-negotiable Currency,

resulting from theft or attempted theft of Money or Non-negotiable Currency, up to an amount not exceeding the cost of repair or replacement.

B Damage to Personal Effects

Damage to clothing and personal effects (including Money), belonging to the Insured or any partner of the Insured or director of the Insured or Employee, resulting from theft or attempted theft of Money, up to an amount not exceeding £1,000 for any one person in total for all claims or series of claims, arising out of any one original cause.

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 £10,000 for the total of all claims under this Extension 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 Victim Support

If as a result of the theft or attempt thereof of Money or other Non-negotiable Currency, at any of the Situations or of other property from the Premises during Business Hours, the Insured Person shall suffer social and/or emotional impairment following assault or violence, or threat thereof, the Company shall pay the fees for professional counselling but not exceeding:

- a any hourly cost of more than £40;
- b £1,000 for any Insured Person in total for all claims or series of claims, arising out of any one original cause; and

- c** £5,000 in total for all Insured Persons and in total for all claims or series of claims, arising out of any one original cause.

Conditions

The following Conditions apply to the cover provided by Part A of this Section.

It is a condition precedent to the liability of the Company in respect of cover provided under Part A of this Section that:

1 Money Records

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

2 Safe Keys

Safe keys be removed from the Premises outside Business Hours.

3 Safes

Details of the safes used for containing Money must be lodged with the Company by the Insured.

4 Cash Tills

After Business Hours all cash tills must have their drawers left open with all contents other than small change removed elsewhere.

5 Transit Limits

Money (other than Non-negotiable Currency) in transit must be accompanied by the following numbers of responsible persons:

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

6 Theft Protections

All fastenings and protections on the Premises at the Effective Date of the Period of Insurance (as stated in the Schedule) and all additional fastenings and protections which have been stipulated by the Company, shall be maintained during the Period of Insurance and put into full and effective operation at all times outside Business Hours.

The following Conditions apply to the cover provided by Part B of this Section.

1 Benefit Limitations

The following Benefit limitations apply:

- a** No further Benefit shall be payable to the same Insured Person after payment of any Benefit for Injury under Contingencies 2 or 3.
- b** Benefit under Contingency 3 is not payable before 104 weeks from the date of Injury or following a payment of Benefit under Contingency 2.
- c** Any Benefit paid under Contingency 4 shall be deducted from any Benefit thereafter becoming payable under Contingencies 1, 2 or 3.
- d** Benefit under Contingencies 4 or 5 or any combination thereof:
 - i** is payable for a maximum of 104 weeks from the date of commencement of the first of these Contingencies to occur; and
 - ii** shall be payable when the total amount has been agreed by the Company or at the request of the Insured 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 Injury for which the Benefit is to be paid by the Company.

2 Post Mortem Examination

In the event of death of an Insured Person, the Company shall be entitled to have a post-mortem examination at its own expense.

3 Medical Evidence

In the event of disablement of an Insured Person, 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.

4 Documentation Evidence

All certificates, information and evidence, required by the Company, shall be furnished at the expense of the Insured under this Section and shall be in such form and of such nature as the Company shall prescribe.

Exclusions

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

- 1** arising from fraud or dishonesty of any partner of the Insured or director of the Insured or Employee, if not discovered within 14 working days of the occurrence of the Damage;
- 2** insured by a fidelity guarantee insurance;
- 3** from unattended motor vehicles;
- 4** arising from the use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable, for any reason;
- 5** occurring outside the United Kingdom, the Channel Islands, the Isle of Man or the Republic of Ireland; or
- 6** due to errors, omissions, depreciation in value, loss of market or indirect loss of any kind.

The Company shall not be liable under this Section in respect of an Injury or Contingency:

- 7** attributable to or accelerated by any Insured Person suffering from any pre-existing physical or mental condition;
- 8** arising from or attributable to intentional self-injury, provoked assault, or wilful exposure to needless peril (except in an attempt to save human life); or
- 9** contributed to or accelerated by 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).

Section 9: Personal Accident and/or Sickness

Sickness cover is only applicable when stated in the Schedule

- 1 In the event of any Accident happening to any Insured Person during the Period of Insurance which within 12 months of such Accident is the sole cause of any of the Contingencies detailed below, the Company will pay under this Section the Benefit stated in the Schedule (unless otherwise stated in this Section), to the Insured, or at the Insured's request, the named Insured Person or their legal representative.
- 2 In the event of Sickness to any Insured Person (where Sickness cover and Insured Person's are stated in the Schedule) during the Period of Insurance, the Company will pay under this Section the Benefit stated in the Schedule in respect of Sickness, to the Insured, or at the Insured's request, the named Insured Person.
- d any other disablement which permanently and continuously disables the Insured Person totally and absolutely from attending to their usual occupation.
- 3 **Temporary Total Disablement** being a temporary disablement which prevents the Insured Person from continuously attending to their usual occupation.
- 4 **Temporary Partial Disablement** being a temporary disablement which prevents the Insured Person from engaging in or giving attention to a substantial part of their usual occupation.
- 5 **Sickness** being illness or disease (not resulting from any Accident or mental illness) which results in the Insured Person suffering 3 Temporary Total Disablement or 4 Temporary Partial Disablement.

Provided that the Sickness is contracted in:

- a Europe which means anywhere in the United Kingdom, the Channel Islands, the Isle of Man and the countries of the European Union;
- b United States of America;
- c Canada;
- d Republic of South Africa;
- e Australia; or
- f New Zealand.

Definitions

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

Accident

Accidental bodily injury caused solely and directly by sudden, unforeseen, violent, external and visible means.

Benefits

The Sum Insured stated in the Schedule for each of the Contingencies.

Contingencies

- 1 **Death** (which shall not be presumed by the disappearance of the Insured Person).
- 2 **Disablement** being:
 - a a permanent total and irrecoverable loss of sight in one or both eyes;
 - b a permanent physical separation of one or more limbs, hands or feet or permanent and total loss of use of one or more limbs, hands or feet;
 - c loss of hearing, speech, permanent incurable paralysis, Total Incurable Insanity, loss of one thumb, finger or toe; or

Insured Person

The Insured or any partner of the Insured or director of the Insured or Employee, aged not less than 16 years or more than:

- a 75 years in respect of any Accident; or
 - b 70 years in respect of any Sickness,
- when named in the Schedule.

Total Incurable Insanity

shall mean that the Insured Person has been medically diagnosed as being permanently and incurably insane according to the usual and customary standards of the registered medical profession. The permanent and incurable insanity must have resulted directly from an Accident.

Extensions

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

Incurred Medical Expenses

If as a result of an Accident, expenses are incurred for 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.

Costs under this Extension shall be reimbursed up to:

- a a sum of £2,500 in total for all Insured Person's and in total for all claims or series of claims, arising out of any one original Accident; or
- b 25% of the total amount payable under Benefit for Contingency 3, which is applicable when Benefit is payable in respect of Contingency 3.

In addition, the Company will pay reimbursement up to £25 per person for each 24 hour period of hospitalisation arising from an Accident payable for a maximum period of up to 180 days.

Clause

The following Clause applies to this Section.

Basis of Benefit

When the Benefit is on a multiple of Annual Salary or wage-roll basis (as stated in the Schedule), the amount payable shall be based on the multiple stated and shall be applied to the average weekly wage, net of National Health and Income Tax contributions, paid to the Insured Person during 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.

Conditions

The following Conditions apply to this Section.

1 Benefit Limitations

The following Benefit limitations apply to Accident:

- a** Benefit shall not be payable for more than one of Contingency 1 or 2 a, b, c or d and when payable for one of those Contingencies shall not be payable for Contingencies 2 d or 3 caused by the same Accident nor for any of the Contingencies caused by any subsequent Accident.

- b** Contingency 2 shall be payable as a proportion of the Benefit stated in the schedule as follows;

-	Loss of limbs eyes hearing or speech	100%
-	Permanent incurable paralysis	100%
-	Total Incurable Insanity	100%
-	Loss of any one thumb or forefinger	20%
-	Loss of any one finger other than forefinger	10%
-	Loss of any big toe	10%
-	Loss of any toe other than big toe	5%
-	Any other permanent disability	10%

No further Benefit shall be payable to the same Insured Person after payment of any Benefit for an accident under Contingency 2 a, b, c or d.

- c** Benefit under Contingency 2 d is not payable before 104 weeks from the date of Accident or following a payment of Benefit under Contingency 2 a or b.
- d** Any Benefit paid under Contingency 3 shall be deducted from any Benefit thereafter becoming payable under Contingencies 1 or 2 a, b, c or d.
- e** Benefit under Contingency 3 and 4 as a result of an Accident:
- i** is payable for a maximum of 104 weeks from the date of commencement of such Contingency occurring; and
 - ii** shall be payable when the total amount has been agreed by the Company or at the request of the Insured 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 for which the Benefit is to be paid by the Company.

The following Benefit limitation applies to Sickness:

- f** Benefit under Contingency 3 – Temporary Total Disablement as a result of Sickness:
- i** is payable for a period not exceeding the number of weeks shown in the Schedule; and
 - ii** shall be payable when the total amount has been agreed by the Company or at the request of the Insured 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 for which the Benefit is to be paid by the Company.

2 Post Mortem Examination

In the event of death of an Insured Person, the Company shall be entitled to have a post-mortem examination at its own expense.

3 Medical Evidence

In the event of disablement of an Insured Person, the Insured Person must immediately place themselves under the care of a qualified medical practitioner and, as often as may be required, submit to medical examination at the Company's expense.

4 Documentation Evidence

All certificates, information and evidence, required by the Company, shall be furnished at the expense of the Insured under this Section and shall be in such form and of such nature as the Company shall prescribe.

5 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 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 shall not be liable under this Section in respect of Sickness:

- 1
 - a arising within the first 14 days of any period of Sickness;
 - b occurring within 21 days of the commencement of cover;
 - c contracted after the end of the Period of Insurance during which the Insured Person reaches the age of 70; or
 - d applying to unspecified Employees;
- 2 consequent upon the Insured Person suffering from Sickness not resulting from bodily injury;

The Company shall not be liable under this Section in respect of an Accident, Contingency or Sickness:

- 3 consequent upon 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.

For the purposes of this Exclusion the term "aircraft" means any vessel, craft or thing made or intended to float in or travel through the air other than a hovercraft;

- 4 consequent upon the Insured Person engaging in:
 - a winter sports, mountaineering requiring the use of guides or ropes, sub-aquatic or subterranean pursuits, aeronautic sports; or
 - b riding or driving in or practising for any race, polo playing, steeple chasing, hunting, show jumping, motor cycling (the term "motor cycling" includes motor scooters but not motor-assisted pedal cycles), pillion riding of any kind;
- 5 consequent upon the Insured Person suffering from:
 - a bodily injury due to any gradually operating cause; or
 - b bodily injury due to any naturally occurring condition or degenerative process;
- 6 contributed to or accelerated by 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 any sexually transmitted or communicable disease (including any claim involving Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV));
- 7 arising from or attributable to 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);
- 8 attributable to or accelerated by any Insured Person suffering from any pre-existing physical or mental condition, prior to the effective date of the insurance or any subsequent renewal;
- 9 attributable to or accelerated by any Insured Person suffering from stress, mental injury or mental anguish;
- 10 arising from or attributable to a criminal act by the Insured Person;
- 11 consequent upon the Insured Person failing to obtain and follow proper medical or surgical advice as soon as practicable; or
- 12 consequent upon the Insured Person being a full-time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.

Section 10: Farm Property in Transit

In the event of Damage to Farm Property In Transit by the Method of Conveyance stated as letter A and/or B, in the Schedule, within the Territorial Limits and occurring during the Period of Insurance, the Company will subject to the Limit of Liability under this Section pay to the Insured the value of such Property or the amount of the Damage at the time of such Damage or, at its own option, replace or repair such Property.

Definitions

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

Farm Property

Farming equipment, farming stock, agricultural produce, merchandise and goods (including Tools in Transit when stated in the Schedule) used in connection with the Business belonging to or the responsibility of the Insured.

In Transit

1 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.

2 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 under this Section in total for all claims or series of claims, arising out of any one original cause, at any one location and to any one load or combination of loads of Farm Property In Transit, shall not exceed the Sums Insured.

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 air freight;

including by such vehicles involving sea or air transits, between the territories in the Territorial Limits.

Territorial Limits

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

Extensions

In the event of Damage to Farm Property In Transit by Method of Conveyance A for which the Company has admitted liability under this Section, the insurance provided by this Section extends to include:

A Damage to Packing Materials

Damage to packing materials, pallets (including crates and cages), protective sheeting, ropes, tarpaulins, chains and toggles, belonging to the Insured, while being carried on the vehicle, subject to a limit of £10,000 in total for all claims or series of claims, arising out of any one original cause;

B Transfer Costs

The additional costs necessarily incurred in transferring such Farm Property to another vehicle and carrying to the original destination, consequent upon fire or overturning or collision of the conveying vehicle, subject to a limit of £10,000 in total for all claims or series of claims, arising out of any one original cause;

C Reloading Costs

The additional costs necessarily incurred in:

- a** reloading such Farm Property which has fallen from the conveying vehicle; or
- b** re-securing such Farm Property where there is a dangerous movement of the load,

subject to a limit of £10,000 in total for all claims or series of claims, arising out of any one original cause;

D Debris Removal Costs

The additional costs necessarily incurred in removing debris, consequent upon Damage to the Farm Property In Transit, subject to a limit of £10,000 in total for all claims or series of claims, arising out of any one original cause;

E Personal Effects

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 in total for all claims or series of claims, arising out of any one original cause; and

F Substituted Vehicles

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

Clauses

The following Clauses apply to this Section.

1 Reinstatement (Tools) Clause

In the event of tools used by the Insured in connection with the Business and insured by this Section being subject to Damage, the basis upon which the amount payable in respect of such property is to be calculated, shall be the cost of Reinstatement subject to the Provisions set out below.

“Reinstatement” means:

- A** the replacement of property lost or destroyed; or
 - 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; and
 - 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** In the event of partial Damage to such property, the Company's liability for any loss shall not exceed the cost which would have been incurred had such property been totally destroyed.

2 Average

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

3 Reinstatement of Losses

Unless written notice to the contrary is given by either the Company or the Insured, the Sums Insured (or any other stated limit of liability) under 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 (as stated in the Schedule).

This Clause does not apply where the Sum Insured (or any other stated limit of liability) is applied as a maximum in any one Period of Insurance.

Conditions

The following Conditions apply to this Section.

It is a condition precedent to the liability of the Company that:

1 Security Measures

In respect of Method of Conveyance A, that whenever the loaded vehicle is left unattended all keys must be removed from the vehicle, all doors and similar openings be locked, all windows be tightly closed and any special locking devices, immobilisers or alarms fitted be in operation.

2 Good State of Repair

The Insured shall keep their vehicles in a good state of repair and in efficient roadworthy condition.

3 Receipt from Carrier

In respect of Method of Conveyance B, the Insured shall obtain a receipt from the carrier for all Farm Property sent and if requested by the Company, produce it in the event of any claim.

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, in respect of Damage arising out of any one original cause at any one location and to any one load or combination of loads of Farm Property In Transit.

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 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; or
- 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; or
- 8** delay, confiscation, requisition, embargo or nationalisation, by or by order of the government or any public authority;

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

- 9** Damage to Farm Property in or on soft topped, open topped, open sided or curtain sided vehicles, caused by theft or attempted theft (unless the conveying vehicle is stolen at the same time) or storm;
- 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, pets or Livestock;
- 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 and furs;
- 13** Farm Property carried by the Insured for hire or reward; or
- 14** depreciation, loss of market or any other loss arising as an indirect consequence of the Damage;

The Company shall not be liable under this Section for:

- 15** loss insured by a fidelity guarantee insurance; or
- 16** any claim for which more specific insurance applies under any of Sections 12 and 13, of this Policy

Section 11: All Risks on Machinery and/or Apparatus

In the event of Damage by any cause (not otherwise excluded under this Policy) to any of the Property Insured in connection with the Business, occurring within the Geographical Limits stated in the Schedule during the Period of Insurance, the Company will pay to the Insured, the value of such Property Insured or the amount of the Damage at the time of such Damage or, at its own option, reinstate or replace such property.

Provided that:

- a** 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 for each item (or any other stated limit of liability); and
- b** unless otherwise stated, the Sum Insured (or any other stated limit of liability) applies in the aggregate to any property collectively described by each item under this Section.

Definitions

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

Bulk Milk Tank

The bulk milk tank stated in the Schedule used for the storage of milk including the electrical and mechanical parts, pipes, hoses, cables and fixed appurtenances ancillary thereto and 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** any item or any part of equipment sold, supplied, processed, serviced, manufactured or stored in the course of the Insured's trade or business;
- b** computer or data processing equipment (unless linked and wholly dedicated to the control of any machine or production process), communications or alarm systems;
- c** exchangeable or detachable tools, equipment and appliances or parts requiring renewal in the normal course of operation; or
- d** bulk milk tanks of a prototypical or experimental or novel nature in use or application.

Breakdown

The actual failure, breaking, distortion or burning out of any mechanical or electrical parts of the Bulk Milk Tank, whilst in use, arising out of:

- 1 a** mechanical or electrical defects in the Bulk Milk Tank;
- b** failure or fluctuation of the electricity supply; or

- c** damage caused by the error or omission of the operator(s) of the Bulk Milk Tank other than in respect of any failure to maintain; or

- 2** fracturing of any part of the Bulk Milk Tank by frost when such fracture renders the item inoperative.

Collapse

Sudden and dangerous distortion (whether or not attended by rupture) of any part of the Bulk Milk Tank caused by crushing stress by force of steam or other fluid pressure.

Damage

For the purpose of this Section, Damage shall mean accidental loss, destruction or damage but excluding Breakdown, Collapse, Explosion or Fragmentation of Bulk Milk Tanks unless Optional Additional Extension D (Engineering Damage to Bulk Milk Tanks including Loss of Contents) is shown as operative in the Schedule.

Explosion

Shall mean the sudden and violent rending of the Bulk Milk Tank 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 Bulk Milk Tank together with the forcible ejection of the contents.

Explosion, Collapse or Breakdown

- a** Damage to any Bulk Milk Tank belonging to the Insured directly consequent upon and solely due to Explosion occasioned by the bursting of such Bulk Milk Tank.
- b** Damage to any Bulk Milk Tank and connected pipes and cooling equipment due to:
 - i** collapse or overheating of the tank; or
 - ii** cracking, fracturing or failure of seams giving rise to leakage of the contents.
- c** Damage to mechanical and electrical parts due to Breakdown including any resultant loss of cooling, lubricating or insulating oil, refrigerant or brine.

Fragmentation

Damage by impact to surrounding property belonging to the Insured or for which the Insured is responsible resulting from fragmentation (other than by Explosion) of any part of the Bulk Milk Tank.

Geographical Limit A

The Premises.

Geographical Limit B

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

Geographical Limit C

Europe which means anywhere in the United Kingdom, the Channel Islands, the Isle of Man and the countries of the European Union.

Geographical Limit D

Worldwide which means anywhere in the world.

Property Insured

The machinery and/or apparatus stated in Section 11: All Risks on Machinery and/or Apparatus in the Schedule being the property of the Insured or property for which the Insured is responsible.

Extensions

The following Extensions are automatically included.

A Vending Machines

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 to such contents occurs at the same time as Damage to the machine itself; and
- b the liability of the Company under this Extension in total for all claims or series of claims, arising out of any one original cause, shall not exceed £100.

B Section 1: Material Damage Extensions

Also applicable to this Section are Extensions D, E, G, H and N, as set out in Section 1: Material Damage of this Policy, whether Section 1 is operative or otherwise.

C Capital Additions

Where cover is provided for Bulk Milk Tanks, the insurance provided by this Section is extended to include any Bulk Milk Tank which is purchased by or leased to the Insured whilst in Geographical Limit A from the time installation is completed and the item is ready to commence normal working.

Provided that:

- i such item is as far as the Insured is aware suitable for service, free from material defects and in sound working condition;
- ii such item shall not be worked until any relevant statutory provisions for inspection and certification have been fulfilled;
- iii such item shall be insured to the same extent as similar items of Bulk Milk Tank described in the Schedule;

- iv the Insured undertakes to advise the Company of the change of risk as soon as practicable and to pay the additional premium required by the Company from its inception date;
- v the provisions of this Extension shall be fully reinstated following advice to the Company of the change in risk; and
- vi 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.

Clauses

The following Clauses apply to this Section (but do not apply to Optional Additional Extension D Engineering Damage to Bulk Milk Tanks and Loss of Milk).

1 Average

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

2 Reinstatement Basis of Settlement

Also applicable to this Section are Clauses 2 (Standard Reinstatement Basis of Settlement, unless otherwise stated in the Schedule) and 4 (Reinstatement of Losses), as set out in Section 1: Material Damage of this Policy, whether Section 1 is operative or otherwise.

Conditions

The following Conditions apply to this Section.

1 Theft Protections

It is a condition precedent to the liability of the Company that all fastenings and protections on the Premises 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.

2 Intruder Alarm

Also applicable to this Section is Condition 1 as set out in Section 1: Material Damage of this Policy, if such Condition is operative under Section 1, for the Premises concerned.

3 Property in Transit

The cover provided by this Section in respect of the Property Insured in transit (whilst in the Insured's control), is subject to:

- a** Conditions 1 and 2, as set out in Section 10: Farm Property in Transit of this Policy and the Exclusions as set out in Section 10, whether Section 10 is operative or otherwise. Where there is any conflict between the Exclusions as set out in Section 10 of this Policy and the Exclusions under this Section in this regard, those set out in Section 10 of this Policy shall take precedence.
- b** such property not being more specifically insured.

Excess

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

Where Damage affects more than one item of Property Insured under this Section (other than Damage to property insured under Optional Additional Extension D), only the one item Excess shall be deemed to apply. Where there are different Excesses applicable, the claim will be subject to the highest of the Excesses applying to the said items.

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 Property Insured caused by or consisting of:
 - a** inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table 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 of their Employees; or
 - 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 or any Damage specifically insured under Optional Additional Extension D of this Section;

- 2** Damage to the Property Insured caused by or consisting of:

- a** corrosion, rust, wet or dry rot, shrinkage, evaporation, leakage, loss of weight, dampness, contamination, fermentation, dryness, marring, scratching, vermin or insects; or
- b** change in temperature, colour, flavour, texture or finish or action of light.

Damage to the Property Insured consisting of:

- c** 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, but this shall not exclude any Damage specifically insured under Optional Additional Extension D of this Section; or
- d** 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 Numbers 1-16 and 18 within Section 1: Material Damage, of this Policy or from any other Damage not otherwise excluded from this Policy;
- ii** subsequent Damage which itself results from a cause not otherwise excluded by this Policy (unless more specifically insured); or
- iii** any Damage specifically insured under Optional Additional Extension D of this Section;

- 3** Damage to the Property Insured caused by or consisting of:

- a** theft or any attempt thereat;
 - i** from the Premises unless involving entry to or exit from the structures at the Premises by forcible and violent means but not;
 - a** from any structure which is incapable of being locked; or
 - b** property in the open, unless agreed otherwise by the Company;
 - ii** 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 or director of the Insured or Employee or in a securely locked or occupied building; or
 - iii** from any building which is Vacant or Disused;

- b** subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;
- c** normal settlement or bedding down of new structures;
- d** acts of fraud or dishonesty;
- e** disappearance, unexplained or inventory shortage, misfiling or misplacing of information; or
- f** electrical or magnetic injury, disturbance or erasure, of electronic records other than by lightning;
- 4** Damage in respect of movable property in the open or in open-sided structures, fences and gates, caused by wind, rain, hail, sleet, snow, flood or dust;
- 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; or
 - b** (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, adjustment or repair,
 unless more specifically insured under Optional Additional Extension D of this Section;
- 6** Damage to the Property Insured:
 - a** caused by freezing;
 - b** caused by escape of water from any tank, apparatus or pipe or escape of oil from any fixed oil-fired heating installation; or
 - c** caused (other than by fire or explosion) by malicious persons or vandals;
 in any building which is Vacant or Disused;
- 7** Damage occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction, by or by order of the government or any public authority;
- 8** loss of market, loss of use, monetary devaluation or any other indirect loss arising as a consequence of the Damage;
- 9** Damage to any part of any electrical plant or apparatus, directly caused by breakdown, leakage of electricity or excessive pressure therein, by its own short circuiting or overrunning or electrical surges or spikes in the electricity supply but Damage:
 - a** to any other part of such plant or apparatus or to other Property Insured by the spread of fire therefrom; or

- b** specifically insured under Optional Additional Extension D of this Section, is not excluded;
- 10** property let out on hire;
- 11** loss resulting from the Insured voluntarily parting with title or possession, of any property if induced to do so by deception;
- 12** loss insured by a fidelity guarantee insurance;
- 13** any claim for which more specific insurance applies under any of Sections 12 and 13, of this Policy;
- 14** Damage caused by failure to maintain a sufficient level of nitrogen in flasks; or
- 15** Damage to any mechanically propelled vehicle, caravan, trailer, watercraft or aircraft.

Optional Additional Extension

(applicable only if stated as operative in the Schedule)

D Engineering Damage to Bulk Milk Tanks including Loss of Contents

In respect of Bulk Milk Tanks, the Company will indemnify the Insured whilst the Bulk Milk Tank is in Geographical Limit A for:

- A** Damage caused by or arising from Fragmentation, Explosion, Collapse or Breakdown to the Bulk Milk Tank and will pay to the Insured the value of the Bulk Milk Tank or, at its option, reinstate or replace such Bulk Milk Tank; and
- B** loss of milk resulting from or in connection with:
 - a i** Damage to the tank for which liability is admitted under this Policy.
 - ii** non-operation (from any inherent cause) of any thermostatic or automatic controlling devices pertaining thereto.
 - b** Contamination by refrigerant gas or fumes which have escaped from the plant.
 - c** accidental failure of the public supply services.

Provided that the liability of the Company in respect of clause **A** of this Extension shall in no case exceed the Limit of Liability stated in the Schedule and in respect of clause **B** the Sum Insured stated in the Schedule.

Cover under this Extension also applies whilst the Bulk Milk Tank is temporarily located outside Geographical Limit A, at any other premises or working sites, in Geographical Limit C, for the purpose of repair, maintenance or overhaul of the Bulk Milk Tank including transit thereto and therefrom.

Subject to the Limit of Liability, the Company will also pay:

- a** costs incurred with the Company's consent in the removal of Bulk Milk Tanks and contents 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; and
- b** reasonable costs incurred by the Insured in taking exceptional measures to avoid or mitigate impending Damage for which indemnity is provided by this Extension, provided that:
 - i** the impending Damage does not stem from any defect within any Bulk Milk Tank;
 - ii** Damage would be reasonably expected in the absence of such measures;
 - iii** the Company is satisfied that Damage has been avoided or reduced in consequence of the measures taken; and
 - iv** the terms and conditions of this insurance shall apply as if Damage had occurred.

The Company will also pay:

- c** in respect of each claim for Damage for which indemnity is provided under this Extension, the reasonable cost (if previously approved by the Company) of effecting temporary repair and of expediting permanent repair of such Damage up to a maximum of £10,000 any one claim.

Exclusions applicable to this Extension

The Company will not be liable under this Extension for:

- i** Damage resulting from the total or partial failure of the public supply services due to:
 - a** any deliberate act of a public supply undertaking unless performed for the sole purpose of safeguarding life or protecting any part of the public supply undertaking's system; or
 - b** any scheme of rationing unless necessitated solely by accidental damage to the public supply undertaking's generating or supply equipment;
- ii** any Damage or loss, of any kind, caused by a Cyber Event or any malfunction resulting therefrom;
- iii** loss of milk due to evaporation, seepage, overflowing or any form of normal trade loss;
- iv** 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;

- v** Damage caused by and occurring during testing or intentional overloading of the Bulk Milk Tank except for Damage caused by and occurring during the checking of the correct working of the tank or of safety installations in connection therewith;
- vi** Damage caused by or arising from hydraulic testing;
- vii** Damage caused by burning or distortion or by heat of mechanical parts;
- viii** 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; or
 - c** loose parts or defective joints or seams, but insured Damage resulting from the foregoing is not excluded;
- ix**
 - a** scratching of painted or polished surfaces;
 - b** Damage to ropes unless resulting in complete severance; or
 - 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;
- x** loss of use of the Bulk Milk Tank or property or direct or indirect loss of any nature whatsoever other than loss of milk as insured under clause B of this Extension; or
- xi** the Excess stated in the Schedule being the first amount of each and every claim for which the Insured shall be responsible.

Condition applicable to this Extension

It is a condition precedent to the liability of the Company under this Extension that any Bulk Milk Tank insured by this Extension shall be:

- a** maintained in good working order and government or other regulations relating to the condition, or operation of such tanks shall be observed; and
- b** operated and maintained in accordance with manufacturers recommendations.

The Insured shall notify the Company of any proposed alteration or additions or modifications to any insured item and any proposed departure from ordinary working conditions.

Clauses applicable to this Extension

The following Clauses apply to this Extension.

1 Reinstatement

In the event of:

- a** Damage to Bulk Milk Tanks which at the time of Damage is less than 2 years old;
- b** Damage by Explosion of Bulk Milk Tanks 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 Bulk Milk Tank and such additional cost of reinstatement as may be incurred in complying with Building Regulations or other local authority or statutory requirements.

For the purposes of this Clause 'reinstatement' means:

- i** where the Bulk Milk Tank or property is lost or destroyed or suffers Damage to the extent that it cannot be economically repaired, the cost of replacement by similar Bulk Milk Tank or property, or if a building, the cost of rebuilding; and
- ii** where the Bulk Milk Tank or property suffers Damage, the cost of repairing or restoring the portion of the Bulk Milk Tank 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 and b 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; or
- 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 to this Extension:

- a** where Damage occurs to only part of the Bulk Milk Tank or property, the liability of the Company shall not exceed the amount which the Company would have been liable to pay had the Bulk Milk Tank 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; or
 - 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 12 months after the Damage or within such further time as the Company may allow during the said 12 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; and
- 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.

Excess applicable to this Extension

Notwithstanding the Excess otherwise stated herein, the Company shall not be liable under this Extension for the amount of the Excess stated in the Schedule in respect of this Extension 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.

Section 12: Deterioration of Frozen Food and/or Refrigerated Food

In the event of Damage at the Premises occurring during the Period of Insurance, to the Property Insured in connection with the Business, by Deterioration, whilst:

- 1 stored in any Cold Chamber which is permanently fixed at the Premises;
- 2 stored in any temporary replacement Cold Chamber (including the temperature-controlled chamber compartment of a refrigerated vehicle) whilst at the Premises for up to 14 days; or
- 3 at the Premises and would have been placed in the Cold Chamber if the Damage to the Cold Chamber had not occurred,

the Company will pay to the Insured the cost of replacing such Property Insured at the time of such Deterioration or, at its own option, replace such property.

Provided that:

- a the Deterioration is as a result of one of the following taking place during the Period of Insurance:
 - i A change in temperature due to:
 - a Damage to the Cold Chamber;
 - b any thermostat or controlling device of the Cold Chamber not working;
 - c error or omission of the operator during ordinary operation of the Cold Chamber, other than through the failure to maintain; or
 - d failure of the public electricity supply at the terminal point of the supplier's feed to the Premises; or
 - ii The action of escaped refrigerant fumes from the Cold Chamber machinery;
- b 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 (or any other stated limit of liability); and
- c unless otherwise stated, the Sum Insured (or any other stated limit of liability) applies in the aggregate to property collectively described under this Section.

Definitions

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

Cold Chamber

The Cold Chamber or freezer unit stated in Section 12: Deterioration of Frozen Food and/or Refrigerated Food, in the Schedule being an insulated chamber that is artificially cooled or temperature-controlled in order to preserve its contents.

Defect

A flaw, imperfection, disorder or characteristic of any part of an item of machinery or equipment which prevents or may prevent it working in the way it was intended.

Deterioration

An accidental detrimental change in condition.

Property Insured

The property stated in Section 12: Deterioration of Frozen/Refrigerated Foods in the Schedule.

Extensions

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

1 Cleaning and Disinfection

If the Company accepts a claim for Deterioration, the Company will pay the cost of cleaning and disinfection of the Cold Chamber up to a maximum amount of £25,000 in total for all claims or series of claims, arising out of any one original cause.

2 Disposal of Property Insured

If the Company accepts a claim for Deterioration, the Company will pay the cost of removing or disposing of Deteriorated Property Insured up to a maximum amount of £25,000 in total for all claims or series of claims, arising out of any one original cause.

3 Loss Avoidance Measures

The Company will pay the cost of preventing or minimising actual or expected Deterioration of Property Insured which would have been insured under this Section up to a maximum amount of £25,000 in total for all claims or series of claims, arising out of any one original cause.

Provided that:

- a Damage would be expected if such measures were not implemented;
- b the Company is satisfied that Deterioration has been prevented or minimised by these measures;
- c the amount payable will be limited to the cost of Deterioration which would have otherwise occurred;
- d the expected Deterioration arises from a cause that could not be foreseen; and
- e the terms, definitions, conditions, clauses and exclusions, applicable to this Section, apply as if Deterioration had occurred.

Clauses

The following Clauses apply to this Section.

1 Reinstatement of Losses

Unless written notice to the contrary is given by either the Company or the Insured, the Sum Insured (or any other stated limit of liability) under 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 (as stated in the Schedule).

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

This Clause does not apply where the Sum Insured (or any other stated limit of liability) is applied as a maximum in any one Period of Insurance.

2 Average

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

Conditions

The following Conditions apply to this Section.

1 Claims Settlement

Without prejudice to liability, the Insured may proceed with minor repairs subject to compliance with Claims Condition 2 of this Policy.

2 Discovering a Defect

It is a condition precedent to the liability of the Company that if the Insured finds out about a Defect in the Cold Chamber which has not yet resulted in Deterioration of the Property Insured, the Insured must investigate it as soon as possible and, if necessary, correct the Defect in all Cold Chambers at the Insured's own expense.

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 containing Property Insured;
- 2 Deterioration resulting from Damage at the Premises caused by or arising from:
 - a fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, earthquake, subterranean fire, riot, civil commotion, strikers or locked-out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation, malicious persons or vandals, theft or any attempt thereat, storm, tempest, flood, escape of water from any tank or apparatus or pipe, escape of oil from an oil-fired heating installation or sprinkler leakage;
 - b impact by:
 - i falling trees or boughs;
 - ii collapse or breakage of television or radio receiving aerials or satellite dishes; or
 - iii vehicles or animals; or
 - c subsidence or ground heave of any part of the site on which the Premises stand or landslip; or
- 3 any cost resulting from a deliberate act or failure, of a utility supplier, grid operator or telecommunications operator, other than where that was necessary to protect life or prevent damage to property;
- 4 Damage caused by or arising out of any intentional act or failure to act by the Insured, unless this is a measure to reduce injury or Damage;
- 5 any indirect loss as a consequence of the Deterioration of the Property Insured; or
- 6 any Damage or Deterioration caused by a Cyber Event.

Section 13: Engineering Damage to Machinery and Plant and Engineering Inspection

This Section comprises the following sub-sections which are applicable only if stated as operative in the Schedule:

Sub-Section 13a: Engineering Damage to Machinery and Plant

In the event of Damage at the Premises occurring during the Period of Insurance:

- A** by Fragmentation;
- B** to any Property Insured by Explosion, Collapse or Breakdown; or
- C** as a result of Damage to Own Surrounding Property, referred to in the Schedule as Cover A, B and C respectively, the Company will pay to the Insured the value of such Property Insured or the amount of the Damage at the time of such Damage or, at its option, reinstate or replace such property.

Provided that:

- a** 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 Indemnity Limit stated in the Schedule; and
- b** the Indemnity Limit applies in the aggregate to property collectively described by each item under this Section.

Definitions

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

Breakdown

- a** The actual breaking, failure, distortion or burning out, of any part of the Property Insured whilst in ordinary use, causing its sudden stoppage and necessitating repair or replacement, before it can resume work;
- b** Electronic Derangement;
- c** Fracturing of any part of the Property Insured by frost which prevents the Property Insured from working;
- d** The complete severance of a rope;
- e** Error or omission of the operator(s) during normal operation of the Property Insured other than in respect of failure to maintain; or
- f** Joint leakage, failure of welds, cracking, fracturing, overheating, of boilers, economisers, superheaters, pressure vessels, or any range of associated steam piping.

Collapse

The sudden distortion of any part of the Property Insured caused by crushing, stress by a force of internal steam or other fluid pressure (other than pressure of chemical action or ignition of the contents) which causes physical damage.

Damage to Own Surrounding Property

Damage to surrounding property owned, leased or hired, by the Insured or for which the Insured is responsible caused by Explosion of Pressure Plant for which a valid claim is made under Cover B, excluding Damage:

- a** to the property being handled by, conveyed, heated, cooled or processed by or contained in the Property Insured (unless the Damage results from an Explosion);
- b** caused by leakage or lack of heat, steam (other than following explosion), cooling, light or power; or
- c** to the Property Insured causing the Damage or any Property Insured directly driving or driven by the Property Insured.

Defect

A flaw, imperfection, disorder or characteristic of, any part of the Property Insured which may or does prevent it from working in the way it was intended

Electronic Derangement

Malfunction of the computer equipment or electronic circuitry which controls or operates an item of Property Insured and which:

- a** is not accompanied by visible damage; and
- b** requires repair or replacement of that computer equipment or electronic circuitry in order to restore the item to normal working,

excluding:

- i** the rebooting, reloading or updating of software or programs;
- ii** the item of Property Insured being incompatible with any software or equipment installed, introduced or networked within the previous 30 days; or
- iii** the item of Property Insured not being sufficient in terms of size, specification or capacity.

Explosion

The sudden tearing of the Property Insured by force of internal steam or other fluid pressure (other than pressure of chemical action or ignition of the contents) together with forced release of the contents.

Fragmentation

Damage caused by impact to surrounding property belonging to or in the custody and control of the Insured and for which the Insured is responsible, resulting from fragmentation of any part of the Property Insured excluding Damage:

- a** to the Property Insured causing the Damage or any Property Insured directly driving or driven by the Property Insured;
- b** to property being handled, conveyed, heated, cooled or processed by or contained in the Property Insured;
- c** caused by leakage or by lack of heat, cooling, light, power or steam; or
- d** caused by and occurring during testing of Property Insured.

Hazardous Substance

Any substance other than ammonia that has been declared to be hazardous to health or the environment by a governmental authority.

Indemnity Limit

The Indemnity Limit stated in the Schedule.

Market Value

The estimated amount that part or all of the Property Insured would sell for under normal market conditions, after allowance for fair wear and tear, had the sale taken place immediately before the Damage.

Pressure Plant

Property Insured which stores fluids either below or above atmospheric pressure including boilers, radiators, and associated apparatus and pipework.

Property Insured

Installed machinery, equipment and plant and mobile plant, as described in Section 13a: Engineering Damage to Machinery & Plant & Engineering Inspection, in the Schedule, owned by or leased to the Insured for the purposes of the Business, at the Premises stated in Section 13a: Engineering Damage to Machinery & Plant & Engineering Inspection, in the Schedule, excluding:

- a** racking, shelving, supporting structures, lift enclosures, rail tracks, anchorage bolts or fixing appliances, brickwork, masonry, foundations or chimneys;

- b** vehicles other than purpose built lifting and handling machinery;
- c** bulk milk tanks, biomass installations, wind turbines, photovoltaic equipment or hydroelectric installations;
- d** prototype and experimental machinery and plant;
- e** computer or data processing equipment unless linked and wholly dedicated to the control of any machine or production or treatment process;
- f** communications or alarm systems;
- g** gaming machines;
- h** 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;
- i** vending machines;
- j** stock in trade and products of the Business; and
- k** Temporary Plant.

Re-siting

The actual physical removal of the Property Insured or a major part thereof from one site to another within the Premises.

Temporary Plant

Equipment of a similar type and capacity to the Property Insured hired by the Insured:

- a** as a temporary replacement for the Property Insured which is undergoing repair, service, overhaul or maintenance; or
- b** as a temporary additional item for a period of up to seven days.

Extensions

Cover provided by this Section extends to include:

A Automatic Cover

Newly acquired Property Insured from the time its testing and commissioning is completed and such Property Insured is ready to commence normal working at the Premises.

Provided that:

- a** such Property Insured belongs to an item description stated in Section 13a: Engineering Damage to Machinery and Plant in the Schedule and is of a type similar to that which the Insured previously declared their intention to insure;
- b** such Property Insured shall be insured to the same extent as Property Insured of a similar type;

- c** such Property Insured is free from Defects so far as the Insured is aware and complies with any statutory obligations concerning its examination and certification; and
- d** the Insured shall inform the Company in writing of such Property Insured within 12 months of testing and commissioning and shall pay the additional premium required by the Company.

B Temporary Removal

Damage to the Property Insured occurring within the United Kingdom, Channel Islands, Isle of Man, European Union or European Free Trade Area, whilst temporarily located at any other location or in transit, for the purposes of repair, service, overhaul or maintenance.

C Machinery Movement

Damage to the Property Insured during Re-siting not exceeding £50,000 in total for all claims or series of claims, arising out of any one original cause.

D Temporary Plant

The legal liability of the Insured under the terms of the hiring agreement to pay:

- a** for the Damage to the Temporary Plant; and
- b** continuing hiring charges for Temporary Plant following Damage insured under a above,

whilst the Temporary Plant is at the Premises or in transit (other than by sea or air) between Premises.

The Company will at its sole discretion pay all reasonable legal expenses actually incurred by the Insured in defending action against the Insured in respect of an indemnifiable incident under this Extension.

Provided that the maximum liability of the Company under this Extension shall not exceed £50,000 in total for all claims or series of claims, arising out of any one original cause.

E Cost of Substitute Equipment

The cost of hire charges incurred by the Insured for the necessary hire of substitute Property Insured of a similar type and capacity following Damage to the Property Insured (for which liability is accepted by the Company) during the period of repair or until the Property Insured is permanently replaced, not exceeding £25,000 in total for all claims or series of claims, arising out of any one original cause.

F Hazardous Substances

The increase in cost to repair, replace, clean up or dispose of the Property Insured that is contaminated or polluted, and other property subject to Damage, by

Hazardous Substance as a result of Damage to the Property Insured (for which liability is accepted by the Company), not exceeding £100,000 in total for all claims or series of claims, arising out of any one original cause.

G EEI (Environmental & Efficiency Improvements)

The additional costs involved, should the Property Insured require replacement following Damage for which liability is accepted by the Company, to replace the Property Insured with similar equipment that is better for the environment, safer and more efficient than the Property Insured being replaced, not exceeding 25% of the new replacement cost of the Property Insured subject to Damage or 25% of the Indemnity Limit, in total for all claims or series of claims, arising out of any one original cause, whichever is the less.

H Emergency Services

Emergency service charges for which the Insured may be liable, not exceeding £10,000 in total for all claims or series of claims, arising out of any one original cause in respect of Damage to the Property Insured, for which liability is accepted by the Company.

I Debris Removal Dismantling and Demolition

In respect of each claim for Damage for which liability is accepted by the Company, the cover provided by this Section extends to include costs incurred in the dismantling, demolishing and removing, and the required protection of the Property Insured, not exceeding £50,000 in total for all claims or series of claims, arising out of any one original cause.

J Loss Prevention Measures

The Company will pay the cost of preventing or minimising actual or expected Damage to Property Insured which would have been insured under this Section up to a maximum amount of £25,000 in total for all claims or series of claims, arising out of any one original cause.

Provided that:

- a** Damage would be expected if such measures were not implemented;
- b** the Company is satisfied that Damage has been prevented or minimised by these measures;
- c** the cost will be limited to the cost of Damage which would have otherwise occurred;
- d** the expected Damage arises from a cause that could not be foreseen; and
- e** the terms, definitions, conditions, clauses and exclusions, applicable to the Section, apply as if Damage had occurred.

K Temporary and Fast-Track Repair

If the Company accepts a claim for Damage to Property Insured the Company will pay the cost of making temporary repairs and fast-tracking a permanent repair, replacement or restoration of the Property Insured provided that the liability of the Company shall not exceed £50,000 in total for all claims or series of claims, arising out of any one original cause.

L Repair Costs Investigation

If the Company accepts a claim for Damage to Property Insured and agrees in writing the Company will pay the cost of investigating possible repair, replacement or restoration of the Property Insured provided that the liability of the Company shall not exceed £50,000 in total for all claims or series of claims, arising out of any one original cause.

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

M Reinstatement of Data

If the Company accepts a claim for Damage to computer equipment that controls or operates an item of Property Insured, the Company will also pay the cost of reinstating lost data but only in relation to that item of Property Insured provided that the liability of the Company will not exceed £100,000 in total for all claims or series of claims, arising out of any one original cause.

Clauses

The following Clauses apply to this Section.

1 Reinstatement Basis of Settlement

In the event of:

- 1** Damage to Pressure Plant;
- 2** Damage to Property Insured other than that described in **1** above which, at the time of Damage, is less than 2 years old; or
- 3** Damage to Own Surrounding Property (excluding stock in trade or goods in process of manufacture) belonging to the Insured or for which the Insured is responsible,

the basis upon which the amount payable under such items is to be calculated shall be:

- a** to the extent that repair is uneconomic or impractical (that is if the cost of repairs is higher than the cost of replacing the Property Insured) the cost of new replacement that is equal in specification and performance to, but not better than the Property Insured that is subject to Damage;

- b** where Property Insured is partially subject to Damage, the cost of repairing or restoring the part subject to Damage, to a condition similar to the condition it was in when new; or
- c** (notwithstanding items a and b above), for Damage to conveyor belts and heat-resistant materials which form a component part of the Property Insured and have a limited working life, the Market Value of the part at the time of the Damage; and
- d** (in respect of items b and c above), the cost of replacing undamaged parts of the Property Insured if they are not compatible with the replacement parts used to repair Damage to the Property Insured,

including additional costs incurred solely by reason of the necessity to comply with legislation and regulations under Acts of Parliament of local authority bye-laws.

Provided that:

- i** where Property Insured is partially subject to Damage, the liability of the Company shall not exceed the sum which the Company would have been called upon to pay in the event of total destruction.
- ii** if the Company replaces undamaged parts with new compatible parts, the Company will not pay more than it would have cost to replace the undamaged parts if it was only those undamaged parts that had suffered Damage and will not pay more than £50,000 in total for all claims or series of claims, arising out of any one original cause.
- iii** the amount payable for costs which are incurred by reason of the necessity to comply with any legislation or local authority bye-laws, shall not include:
 - a** the cost of keeping to any notice issued before the Damage happened;
 - b** any cost relating to undamaged property or any undamaged Property Insured; or
 - c** any tax, charge or assessment which arises out of capital appreciation (that is, any increase in the value of the Property Insured).
- iv** if at the time of Damage, items which are the same as the Property Insured are no longer produced by the manufacturer, the Company will pay the cost of replacing the Property Insured with its nearest equivalent.

2 Indemnity

In the event of Damage other than as described in **1**, **2** and **3** of Clause 1 above, the Company will pay the amount of loss meaning:

- a** where the Property Insured is lost or destroyed, the value of the Property Insured prior to its loss or destruction; or
- b** where the Property Insured suffers Damage, the cost of repairing or restoring the portion of Property Insured 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.

Conditions

The following Conditions apply to this Section.

1 Claims Settlement

- a** Without prejudice to liability, the Insured may proceed with minor repairs subject to compliance with Claims Condition 2 of this Policy.
- b** 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 Discovering a Defect

It is a condition precedent to the liability of the Company that if the Insured finds out about a Defect in the Property Insured which has not yet resulted in Damage, the Insured must investigate it as soon as possible and, if necessary, correct the Defect in all Property Insured at the Insured's own expense.

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 for:

1 Damage to Property Insured caused by or arising from:

- a** fire, lightning, explosion (other than Explosion as defined in this Section), aircraft or other aerial devices or articles dropped from them, earthquake, subterranean fire, riot, civil commotion, strikers or locked out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation, malicious persons or vandals, theft or any attempt thereat, flood, storm, tempest, flood, escape of water or oil from any tank or apparatus or pipe, escape of oil from any oil-fired heating installation or sprinkler leakage;

- b** impact by:
 - i** falling trees or boughs;
 - ii** collapse or breakage of television or radio receiving aerials or satellite dishes; or
 - iii** vehicles or animals; or
- c** subsidence or ground heave of any part of the site on which the Premises stand or landslip.

This Exclusion shall not apply in respect of Property Insured under:

- i** Extension B (Temporary Removal); or
- ii** Extension E (Temporary Plant),

of this Section;

2 Damage to Property Insured during installation, erection, dismantling, transportation or removal, other than transportation or removal under its own power whilst at the Premises or as provided under Extensions B (Temporary Removal) and C (Machinery Movement), of this Section;

3 any indirect loss as a consequence of the Damage unless specifically provided for elsewhere within this Section;

4 Damage to:

- a** tyres by cuts, bursts, punctures or the application of brakes, unless arising from a malicious act; or
- b** bulbs, fuses, batteries or any other consumable part of the Property Insured that requires periodic renewal,

unless it forms part of other insured Damage;

5 Damage caused by or arising out of:

- a** any intentional act or failure to act by the Insured, unless this is a measure to reduce injury or Damage; or
- b** intentional overloading, testing, experiment or deliberate application of any abnormal condition;

6 any Damage or loss, of any kind, caused by a Cyber Event or any malfunction resulting therefrom;

7 Damage caused directly by:

- a** wear and tear, gradual degradation or rust;
- b** reduction in performance;
- c** scratching or chipping of painted or polished surfaces;
- d** erosion or corrosion; or
- e** any fault known about at the start of the Period of Insurance,

but this shall not exclude Damage to Property Insured resulting from the above causes, which the Company would otherwise have paid under this Section;

- 8 Damage caused by the proper use of tools to maintain, service or repair Property Insured;
- 9 Damage to Property Insured or Temporary Plant situated on, being loaded onto, unloaded from or moved by airborne or waterborne vessels, craft or similar devices or platforms or rigs unless otherwise covered under this Section;
- 10 Damage recoverable under any maintenance agreement or any warranty or guarantee;
- 11 Damage to Property Insured caused by solidification unless that Damage results from Damage to the Property Insured;
- 12 the cost of service or maintenance of Property Insured;
- 13 any cost of improving or overhauling Property Insured following Damage, unless otherwise specifically covered under this Section; or
- 14 Damage which is discovered when carrying out checks or inventories and cannot be accounted for.

Section 13b: Engineering Inspection

Services provided under this Section are provided by HSB. The contract is a legal contract between the Client and HSB.

The contract is made up of this document and the Schedule setting out details of the Client's Inspection Services. These make up the entire contract between the Client and HSB and must be read together. Please keep them safely together.

HSB will use the information the Client provides to decide whether to provide Inspection Services to the Client. If any of that information was not accurate or was incomplete, this could affect the Client's Inspection Services (see "The Client's Responsibility to Provide Correct Information" under "Important Information").

In consideration of the Fees and subject to the terms, definitions, clauses and conditions, of this Section 13b, HSB agrees to provide the Client with Inspection Services as specified in this Section 13b.

Important Information

The Client must read this document and the Schedule carefully to make sure that it meets the Client's needs and that the Client understands what is and is not included. If there is anything the Client needs to change or does not understand, contact the broker, intermediary or agent, who arranged the Policy.

The Client's Responsibility to Provide Correct Information

The Client must do everything reasonably possible to make sure that all the information the Client provides is complete and accurate and kept up to date. This requirement is important, not just at the start of the Client's contract but throughout the contract period, to make sure HSB can deliver the Inspection Services set out under this contract.

Definitions

The following definitions apply to this Section.

Any word or expression to which a particular meaning has been given in this Section 13b shall have that meaning wherever it appears when commencing with a capital letter in this Section 13b.

Client

The owner/user of Plant subject to Thorough Examination/Inspection.

Company

U K Insurance Limited trading as NIG.

Competent Person

A person HSB employs and authorises (or a person employed by an organisation HSB has authorised), having the necessary experience and skill to carry out Inspection Services.

Fee

The amount payable for Inspection Services within the premium stated in the Schedule.

HSB

HSB Engineering Insurance Services Limited.

Inspection

An assessment, usually visual in nature, of the safety-related parts of Plant, which is not a Thorough Examination.

Inspection Services

Carrying out a Thorough Examination or Inspection at a Premises and providing a Report.

Premises

Premises at the address(es) stated in Section 13b of the Schedule occupied by the Insured for the purposes of the Business or as agreed by HSB in writing.

Normal Working Hours

8:00 a.m. to 6:00 p.m. Monday to Friday excluding public, bank and local holidays.

Plant

The machinery, appliances, equipment or installations, stated in the Schedule.

Report

A document in HSB's standard format issued to the Client electronically or on paper that provides details of the findings of the Thorough Examination or Inspection that was carried out.

Schedule

The schedule applicable to this Policy.

Statutory Regulations

The specific regulations which apply to the Thorough Examination of Plant, in the following statutory instruments (as amended from time to time):

- a** Safeguarding of Workers (Cranes and Lifting Appliances) (Jersey) Regulations;
- b** Safeguarding of Workers (Chains, Ropes and Lifting Gear) (Jersey) Regulations;
- c** Safeguarding of Workers (Electricity at Work) (Jersey) Regulations;
- d** The Control of Major Accident Hazard Regulations (COMAH);
- e** The Control of Substances Hazardous to Health Regulations (as amended) (COSHH);
- f** The Dangerous Substances and Explosive Atmospheres Regulations (DSEAR);
- g** The Electricity at Work Regulations (EAWR);
- h** The Health and Safety at Work (Lifts) (Jersey) Regulations;
- i** The Lifting Operations and Lifting Equipment Regulations (LOLER);
- j** The Mines Regulations;
- k** The Pressure Systems Safety Regulations (PSSR);
- l** The Provision and Use of Work Equipment Regulations, Part IV (PUWER Part IV);
- m** The Quarries Regulations; or
- n** The Workplace (Health, Safety and Welfare) Regulations.

Term

- a** The period beginning with the Effective Date and ending with the Expiry Date (both stated in the New Business Schedule or latest effective Renewal Schedule as applicable); and
 - b** any subsequent period,
- for which the Insured shall pay and the Company shall agree to accept the Fee.

Thorough Examination

A systematic and detailed examination of the Plant and safety-critical parts, or in the case of boiler or pressure Plant, an examination of Plant in accordance with a Written Scheme, carried out at set intervals by a Competent Person in accordance with one of the Statutory Regulations which applies. The Competent Person will decide what this involves using various sources such as industry and HSE (Health & Safety Executive) guidance. The results of this examination must be communicated in the form of a Report.

Written Scheme

A document that meets the requirements of regulation 8 of PSSR (Pressure Systems Safety Regulations), which contains information about certain items of Plant that form a pressure system, including the parts which need to be examined and the nature and frequency of those examinations.

Clauses

The following Clauses apply to this Section 13b.

- 1 Provision of Inspection Services**
 - a** HSB will carry out Inspection Services to the Plant, within Normal Working Hours, in line with the terms, definitions, clauses and conditions, of this Section 13b and in consideration of which the Client shall pay the Fee.
 - b** HSB will make reasonable attempts to contact the Client, using the information the Client has provided, to arrange an appointment to undertake the Inspection Services. If HSB are unable to make contact with the Client or the Client fails to prepare or make the Plant available (at a date and time HSB agreed), HSB will notify the Client within HSB's Report and this will be deemed to have met HSB's obligations to provide the Inspection Services on this occasion. If the Client then requests that HSB make an additional visit to complete the outstanding Inspection Services, there will be an additional charge (see Clause 5 Fees, Additional Charges and Taxes under this Section 13b).
 - c** If required by the applied Statutory Regulations, where defects are identified which are or could become a danger to life, the Competent Person must immediately notify the Client and forward a copy of the Report to the relevant enforcing authority.
- 2 HSB's Standard of Care**

HSB will use all reasonable skill and care in carrying out the Inspection Services.
- 3 Limits of the Inspection Services**
 - a** Unless HSB agree otherwise in writing, the Inspection Services will not include:
 - i** approving or confirming any design or design features of the Plant are fit for purpose;
 - ii** providing witness statements;
 - iii** attendance at hearings and interviews;
 - iv** consultancy services;
 - v** preparation or operation of the Plant; or
 - vi** maintenance or repair of the Plant.

b To the extent that the Inspection Services include a Thorough Examination of the Plant item, unless HSB agree otherwise in writing, the Thorough Examination will not include:

- i** carrying out or witnessing tests which are not routine (unless these are the responsibility of the Competent Person in an HSE (Health & Safety Executive) or SAFed (Safety Assessment Federation) Approved Code of Practice or Guidance);
- ii** for boiler or pressure Plant – ultrasonic radiographic hydrostatic or other non-destructive testing, or production of Written Schemes;
- iii** for lifting and handling Plant – proof load, stability, anchorage, supplementary or similar testing in accordance with industry guidance or Thorough Examination as needed when exceptional circumstances have taken place;
- iv** for mechanical power press Plant subject to the requirements of PUWER Part IV – the examination and testing of enclosed parts; and
- v** for local exhaust ventilation Plant – the initial appraisal of the Plant as needed under COSHH.

c To the extent that the Inspection Services do not include a Thorough Examination of the Plant item, unless HSB agree otherwise in writing, the Inspection will:

- i** be visual in nature;
- ii** be limited by the design of the Plant, the extent to which the Client prepares the Plant and the extent to which the Client makes available safe access to and from the Plant; and
- iii** not include carrying out or witnessing tests which are not routine.

4 Limits of HSB's Legal Responsibility

HSB do not make any warranty about the activities described in this Section 13b.

In addition:

- a** HSB are not legally responsible for any special, incidental, indirect, consequential or exemplary damages, including loss of profits or revenue, loss of use, loss of opportunity, loss of goodwill, cost of substitute facilities, goods or services, cost of capital, governmental and regulatory sanctions and claims of others for those damages;
- b** the most HSB will pay for all claims, losses, damages and expenses resulting in any way from this Section

13b will be the total amount of the Fee HSB has received during the Term; and

c apart from causing death or personal injury by HSB's negligence or in other circumstances where HSB cannot limit HSB's legal responsibility by law, HSB will not pay more than £10,000,000.

The Client will indemnify HSB against any claims made against HSB and all damages, costs and expenses HSB may suffer as a result of any third-party claim arising out of the Client's failure to keep to the Client's responsibilities under this Section 13b.

If the Client or someone else makes a claim against HSB (for example, in relation to any actual or alleged failure to keep to Statutory Regulations, any defect in the Plant or any damage or injury caused by the Plant), unless HSB have been negligent carrying out the Inspection Services, the Client must agree that HSB are not responsible for, and fully refund HSB for, all losses and expenses that HSB may suffer.

Neither this Section 13b, or HSB providing the Inspection Services, replace the Client's legal duty under relevant Statutory Regulations to have the Client's Plant undergo a Thorough Examination or Inspection, nor do they relieve the Client of any legal responsibility the Client may have to anyone else as a result of any defect in the Plant, or for any change or injury which may be caused by how the Plant is used.

5 Fees, Additional Charges and Taxes

The Company will calculate the Fee for the Inspection Services on the Plant the Client tells the Company about at the start of the Term and the Client must pay the Fee.

The Company will adjust the Fee:

- a** to take into account any Premises or individual items of Plant added to or deleted from the Schedule during the Term;
- b** after a visit to a Premises to take into account any differences between the Plant the Client told the Company about when setting up this contract and that identified during HSB's visit;
- c** if the Client asks, and HSB agrees, to carry out the Inspection Services outside Normal Working Hours;
- d** annually, if the Term is greater than 12 months;
- e** to account for any changes to the Plant or to the frequency of the Inspection Services; or
- f** for anything beyond HSB's reasonable control (for example a change in Statutory Regulations or legislation) that increases HSB's cost in providing the Inspection Services.

If HSB change the Fee, HSB will also make an extra charge, which the Client must pay, to cover HSB's reasonable administration costs.

Additional charges

As well as the adjustments to the Fee set out above, the Company will charge the Client if:

- a** the Client receives the Client's Report electronically and the Client also then requests a hard copy Report;
- b** the Client asks for a Report in a format that is not HSB's standard format;
- c** the Client asks for an item of Plant to be re-examined on a more frequent basis than the contractual Inspection or Thorough Examination frequency;
- d** the Client asks for a return visit to carry out an Inspection or Thorough Examination which was not completed because the Client has failed to prepare or make the Plant available (at a date and time HSB agreed);
- e** the Client fails to prepare or make the Plant available at the date and time agreed;
- f** the Client asks for services, on top of those forming part of the Inspection Services;
- g** the Client asks HSB to carry out training or a risk assessment specific to the Client's premises or to the Client's health, safety and welfare procedures;
- h** the Client asks for, or safety requirements dictate that, more than one Competent Person undertake an Inspection or Thorough Examination on an individual item of Plant;
- i** HSB are required to undertake training / familiarisation before accessing the Premises; or
- j** there is a delay which prevents HSB from commencing with the Inspection or Thorough Examination and the Client then requests that HSB make an additional visit to complete any outstanding Inspection Services.

Taxes

The Client must also pay VAT on any Fee and any additional charges and any other similar tax or duty charge made by any government or other authority ('duty') at the appropriate rate.

Conditions

The following Conditions apply to this Section 13b.

1 After this Section 13b Ends

When this Section 13b ends, the conditions relating to indemnity, waivers, limits of remedies and limits of legal responsibilities, including those in this Section 13b, will stay in full force.

2 Anti-bribery

Neither the Client nor HSB will be involved in offering, promising or giving any financial or other advantage to any person if this breaks any law against bribery or corruption (including the Bribery Act 2010). The Client and HSB must each have an anti-corruption and bribery policy and procedures, including adequate procedures under the Bribery Act 2010, to prevent corruption and bribery offences and enforce them if this applies.

3 Confidentiality

Neither the Client nor HSB will release to any other person (apart from what HSB says in "How HSB Use the Client's Information" and "How the Client Uses HSB's Information" under this Section 13b) any technical, business, intellectual property or similar information relating to the business affairs of the other which are known as a result of this Section 13b.

Neither the Client nor HSB will use the other's information for any purpose other than to carry out the responsibilities under this Section 13b unless required to do so by law or regulation.

Nothing in this Section will place an obligation of confidentiality on either the Client or HSB for information that was already in the public domain, that was rightfully in the possession of either HSB or the Client before the Term.

The responsibilities under this Condition will come into effect at the start of the Term and will continue for six years after this Section 13b ends.

4 Contracts (Rights of Third-Parties) Act 1999

Any person or company who is not named in the Schedule has no right under the Contracts (Rights of Third-Parties) Act 1999 (or any other law) to enforce any term of this Section 13b.

5 Enforcing terms

If any term of this Section 13b is found to be illegal or cannot be enforced, it will not affect any of the other terms of this Section 13b.

6 Force Majeure

HSB will not be legally responsible for any delay, or the results of any delay, in carrying out the Inspection Services if the delay is due to any cause beyond HSB's reasonable control. HSB will be entitled to a reasonable extension of time to carry out the Inspection Services under this Section 13b.

7 Health & Safety at Work Act 1974

The Client must provide HSB with a safe working environment at the Premises where the Plant is situated and a safe way of getting access to carry out the Inspection Services.

HSB will:

- a** keep to the Client's safe systems of work, as long as the Client tells us about the systems in writing before HSB carry out any Inspection Services; and
- b** refuse to carry out any Inspection Services if HSB believe there is a health, safety or welfare risk.

8 HSB's Right to Subcontract

HSB may appoint subcontractors to support the Inspection Services but HSB will still be responsible for any subcontracted work.

9 Previous Agreements Between the Client and HSB.

This Section 13b represents the entire agreement between HSB and the Client and replaces all previous agreements, whether spoken or written.

10 The Transfer of Undertakings (Protection of Employment) Regulations (as amended)

HSB do not have to employ any of the Client's employees or the employees of the Client's previous service provider in connection with this Section 13b. The Client must indemnify HSB against all damages, costs and expenses HSB may suffer as a result of any claim (including for dismissal) or demand of any nature by any employee against HSB.

11 Waiver of Rights

If HSB or the Client fails to enforce any of the rights under this Section 13b, it does not mean they cannot be enforced in the future.

12 The Client's Rights to Cancel this Section 13b

The Client can cancel this Section 13b at any time during the Term by writing to their broker, intermediary or agent. When the Company receives the Client's notice, the Company will cancel this Section 13b and send the Client a refund.

That refund will be calculated on the value of the Fee for Inspection Services not yet provided at the date the Company receives the Client's notice of cancellation. If the Fee the Client has actually paid does not cover the Inspection Services the Client has received, the Client must pay the Company the difference.

13 The Company's Rights to Cancel this Section 13b

With the exception of the Client behaving in an illegal or immoral manner, where the Company reserves the right to cancel this Section 13b with immediate effect, the Company may cancel this Section 13b at any time by giving a minimum of 14 days' notice to the Client at the Client's last known address.

HSB will consider early cancellation if the Client:

- a** is in breach of this Section 13b;
- b** is abusive, aggressive or otherwise inappropriate towards HSB's staff or HSB's representatives;
- c** behaves illegally or immorally, for example bribing or threatening HSB's Competent Person or other staff or representatives;
- d** operates the Client's Business without taking proper account of health-and-safety regulations;
- e** repeatedly fails to put right or repeatedly ignores any defect identified in HSB's Report;
- f** repeatedly refuse to let HSB carry out the Inspection Services;
- g** fails to pay the Fee;
- h** becomes insolvent, bankrupt or enter into an arrangement with the Client's creditors; or
- i** refuses to pay any additional charges previously agreed between the Client and the Company.

The Client may be entitled to receive a refund. This will be calculated on the value of the Fee for Inspection Services not yet provided at the date of cancellation. If the Fee the Client has actually paid does not cover the Inspection Services the Client has received, the Client must pay the Company the difference.

14 Access to the Plant

The Client must allow HSB access to the Premises and Plant during Normal Working Hours or as agreed between the Client and HSB. If Plant can be moved, the Client must tell HSB the precise location of the Plant with enough notice as agreed in writing between the Client and HSB.

15 Control of the Plant

The Client must keep full responsibility for the care, custody and control of the Plant at all times and especially when HSB are providing the Inspection Services.

16 Information Relating to the Client's Plant

When asked, the Client must give the Competent Person all information relating to the Plant they may need to complete the Inspection Services. This includes any changes to the Plant since the last Thorough Examination or Inspection.

17 Preparing the Plant

The Client must have the Plant properly prepared, dismantled and reassembled as necessary so HSB can carry out the Inspection Services.

18 Safety

The Client must provide the Competent Person with:

- a** safe access to and exit from the Premises;
- b** a safe working environment at the Premises;
- c** safe access to the Plant to carry out the Inspection Services; and
- d** suitable rescue arrangements if the Competent Person is required to work at heights or other places with restricted access.

19 Choice of Law

The Client and the Company choose which law will apply to this contract. English Law will apply unless both parties agree otherwise. The Company has supplied this contract and other information to the Client in English and the Company will continue to communicate with the Client in English.

20 Sanctions, Prohibitions or Restrictions

General Condition 9 Sanctions, Prohibitions or Restrictions, of this Policy, is applicable to this Section 13b.

Making a Complaint

HSB are committed to providing the highest standards of customer service and treating HSB's customers fairly. If the Client has a complaint, contact the person who arranged this Section 13b for the Client or contact HSB at:

Customer Relations Leader,
HSB Engineering Insurance Services Limited,
Chancery Place,
50 Brown Street,
Manchester, M2 2JT

Telephone: **+44 (0)330 100 3433** (Calls to this number are charged at the same standard landline rate as 01 or 02 numbers)

Email: **complaints@hsbeil.com**

When HSB receives the Client's complaint HSB will:

- a** confirm this within five business days;
- b** pass it to HSB's complaints team to be reviewed; and
- c** do HSB's best to deal with the Client's complaint within four weeks. If HSB cannot, HSB will write to the Client and let the Client know when HSB will be able to give the Client a final response.

HSB are also accredited to ISO/IEC 17020:2012 by the United Kingdom Accreditation Services (UKAS). If the Client is unhappy with HSB's response for any technical matters with HSB's Inspection Services, the Client may be able to refer their complaint to UKAS at:

United Kingdom Accreditation Services,
2 Pine Trees,
Chertsey Lane,
Staines-upon-Thames, TW18 3HR
Telephone: **+44 (0)1784 429 000**

Website: **www.ukas.com**

Email: **info@ukas.com**

Making an Enquiry

The Client can contact HSB about the Inspection Services under this Section 13b at:

Customer Solutions Centre,
HSB Engineering Insurance Services Limited,
Chancery Place,
50 Brown Street,
Manchester, M2 2JT

Telephone: **+44 (0)330 100 3432** (Calls to this number are charged at the same standard landline rate as 01 or 02 numbers)

Email: **client_services@hsbeil.com**

Or, the Client can contact the person who arranged this Section 13b for the Client. The Client can find the contact details of HSB's local office on the website at **www.munichre.com/hsbeil**.

How HSB Use the Client's Information

HSB Engineering Insurance Services Limited is the controller of any personal information the Client provides to HSB or which is processed in connection with the Client receiving Inspection Services from HSB.

HSB collect and process information about the Client that HSB reasonably deem necessary in order to provide the Client with Inspection Services. The Client's information is also used for business purposes such as fraud prevention and financial management.

HSB may share the Client's information with, and obtain information about the Client from, third parties such as credit reference agencies, fraud prevention agencies or public bodies responsible for health and safety.

For further details on how the Client's information is used and the Client's rights in relation to the Client's information, please see HSB's Privacy Statement at <https://www.munichre.com/HSBEIL>.

How the Client Uses HSB's Information

HSB's employees, agents, contractors and other representatives may share their personal information with the Client and the Client's employees, agents and subcontractors as is necessary to enable HSB to provide the Client with Inspection Services. The Client is the controller of such information. Notwithstanding this, the Client shall process such information in accordance with all applicable data protection laws and shall:

- a** only process such information for the purposes of receiving Inspection Services from HSB;
- b** implement and maintain appropriate technical and organisational measures to preserve the confidentiality and integrity of the information and prevent any unlawful processing or disclosure or damage, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of the data subjects;
- c** not disclose any such information to any third party in any circumstances except as required or permitted by this Section 13b;
- d** only transfer such information overseas if appropriate steps are undertaken as required by applicable data protection laws to ensure such transfers are subject to adequate safeguarding measures;
- e** notify HSB promptly upon becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to any such information; and

- f** ensure that only those of the Client's employees, agents and sub-contractors who need to have access to the information are granted such access to the information and only for the purposes of receiving Inspection Services from HSB and that such employees, agents and subcontractors (and those to whom personal information is provided directly by HSB) are informed of the confidential nature of the information, are subject to appropriate contractual obligations of confidentiality, undergo adequate training in the handling of personal information and comply with the obligations set out in this Section 13b.

Section 14: Commercial Legal Protection

Claims under this Section are administered and managed by DAS on behalf of the Company.

Terms of the Agreement:

The Company agrees to provide the insurance described in this Section for the Insured (or where specified, the Insured Person) in respect of any Insured Incident arising in connection with the Business.

Provided that:

- 1 Reasonable Prospects exist for the duration of the claim;
- 2 the Date of Occurrence of the Insured Incident is:
 - a during the Period of Insurance; or
 - b during the currency of a previous equivalent legal expenses insurance policy, provided that:
 - i the previous legal expenses insurance policy required the Insured to report claims during its currency;
 - ii the Insured could not have notified a claim previously as the Insured could not have reasonably been aware of the Insured Incident;
 - iii cover has been continuously maintained in force;
 - iv DAS will not cover any claim that should have been covered under a previously operative legal expenses insurance policy; and
 - v the available limit of indemnity shall be limited to the lesser of the sums payable under this or the Insured's previous policy;
- 3 any legal proceedings will be dealt with by a court, or other body which DAS agree to, within the Territorial Limits; and
- 4 the Insured Incident happens within the Territorial Limits.

What the Company will pay:

The Company will pay an Appointed Representative, on the Insured's behalf, Costs and Expenses incurred following an Insured Incident, and any compensation awards that DAS have agreed to, provided that:

- 1 the most the Company will pay for all claims resulting from one or more event arising at the same time or from the same originating cause, for Costs and Expenses and compensation awards claims, is shown as the Indemnity Limit stated in the Schedule;
- 2 the most the Company will pay for the total of all compensation awards under Insured Incident 1 b Compensation Awards (Employment Disputes and Compensation Awards) in any one Period of Insurance is £1,000,000;

- 3 the most the Company will pay in Costs and Expenses is no more than the amount the Company would have paid to a Preferred Law Firm or tax consultancy. The amount the Company will pay a law firm (where acting as an Appointed Representative) is currently £100 per hour. This amount may vary from time to time;
- 4 in respect of an appeal or the defence of an appeal, the Insured must tell DAS as soon as possible and within the statutory time limits allowed that they want to appeal. Before the Company pays the Costs and Expenses for appeals, DAS must agree that Reasonable Prospects exist;
- 5 for an enforcement of judgment to recover money and interest due to the Insured after a successful claim under this Section, DAS must agree that Reasonable Prospects exist;
- 6 where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most the Company will pay in Costs and Expenses is the value of the likely award; and
- 7 in respect of Insured Incident 2 f Jury Service and Court Attendance (Legal Defence), the maximum the Company will pay is the Insured Person's net salary or wages for the time that the Insured Person is attending court or tribunal less any amount the Insured, the court or tribunal pays.

What the Company will not pay:

- 1 In the event of a claim, if the Insured decides not to use the services of a Preferred Law Firm or tax consultancy, the Insured will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by the Company.
- 2 The Company shall not be responsible for the first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT). If the Insured is using a Preferred Law Firm, the Insured will be asked to pay this within 21 days of their claim having been assessed as having Reasonable Prospects. If the Insured is using their own law firm, this will be within 21 days of their appointment (following confirmation that the Insured's claim has Reasonable Prospects). If the Insured does not pay this amount, the cover for their claim could be withdrawn.
- 3 If the Insured is registered for VAT, the Company will not pay the VAT element of any Costs and Expenses.

Making a Claim

Important information

Please do not ask for help from a lawyer, accountant or anyone else before DAS has agreed that the Insured Person should do so, otherwise the Company will not pay the costs involved even if DAS accepts the claim.

Reporting the claim

Please refer to the Helpline Services section in this Policy booklet for the legal advice services which are available.

If the issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this Section of the Policy:

- call DAS on **0345 878 5033**, available 24 hours a day, 7 days a week.
- have the policy number ready for when DAS ask for details about the claim.

DAS will assess the claim

- To check the claim is covered by the policy.
- If it is covered, it will be sent to a lawyer who specialises in that type of claim.

The lawyer will

- Assess the case and tell the Insured Person how likely it is that the claim will succeed.

If the Insured Person is more likely than not to win, the lawyer will

- Manage the case from start to finish

Please note this is an overview of the claims process for guidance purposes only. DAS' claims handlers can answer any questions the Insured Person may have when they receive the claim. Alternatively, the Insured Person can visit www.das.co.uk/legal-protection/how-to-claim.

Definitions

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

Appointed Representative

The Preferred Law Firm or tax consultancy, law firm, accountant or other suitably qualified person DAS will appoint on the Insured Person's behalf.

Costs and Expenses

- a All reasonable, proportionate and necessary costs chargeable by the Appointed Representative and agreed by DAS in accordance with the DAS Standard Terms of Appointment; and

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

DAS

DAS Legal Expenses Insurance Company Limited.

DAS Standard Terms of Appointment

The terms and conditions (including the amount DAS will pay to an Appointed Representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting on the Insured Person's behalf the amount is currently £100 per hour. This amount may vary from time to time.

Date of Occurrence

- a For civil cases (other than as specified under c to e below), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date the Insured Person first became aware of it.)
- b For criminal cases, the date the Insured Person began, or is alleged to have begun, to break the law.
- c For Insured Incident 2 e Statutory Notice Appeals (Legal Defence), the date when the Insured Person is issued with the relevant notice and has the right to appeal.
- d For Insured Incident 4 Tax Protection, the date when HM Revenue & Customs, or the relevant authority, first notifies the Insured of its intention to carry out an enquiry. For VAT or Employer Compliance Disputes, the date the dispute arises during the Period of Insurance following the issue of an assessment, written decision or notice of a civil penalty.
- e For Insured Incident 5 Statutory Licence Appeal, the date when the Insured first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel the Insured's licence, mandatory registration or British Standard Certificate of Registration.

Employer Compliance Dispute

A dispute with HM Revenue & Customs concerning the Insured's compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

Insured Incident

As set out in Sub-Sections 1 to 8 under the heading "Insured Incidents" of this Section.

Insured Person

- a** The Insured and the directors, partners, managers, Employees and any other individuals declared to the Company by the Insured.
- b** A person contracted to work for the Insured, who works for the Insured on the same basis as the Insured's Employees, and performs that work under the Insured's supervision and direction.

Preferred Law Firm

A law firm, barrister or tax expert DAS choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the Insured Person's claim and must comply with the DAS agreed service standard levels, which DAS audit regularly. They are appointed according to the DAS Standard Terms of Appointment.

Reasonable Prospects

- a** For civil cases, the prospects that the Insured Person will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that DAS have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. A Preferred Law Firm or tax consultancy on DAS' behalf, will assess whether there are Reasonable Prospects.
- b** For criminal cases there is no requirement for there to be prospects of a successful outcome.
- c** For civil and criminal appeals the prospects of a successful outcome must be at least 51%.

Tax Enquiry

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

- a** includes a request to examine any aspect of the Insured's books and records; or
- b** advises of a check of the Insured's whole tax return.

Territorial Limits

- a** For Insured Incidents 2 Legal Defence (excluding 2 e Statutory Notice Appeals), and 3b Personal injury:
The United Kingdom, the European Union, the Channel Islands, the Isle of Man, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey.
- b** For all other Insured Incidents:
The United Kingdom, the Channel Islands and the Isle of Man.

Value Added Tax (VAT) Dispute

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to the Insured's VAT affairs.

Insured Incidents

1 Employment Disputes and Compensation Awards

a Employment Disputes

The Company will pay Costs and Expenses to defend the Insured's legal rights:

- 1** before the issue of legal proceedings in a court or tribunal:
 - i** following the dismissal of an Employee; or
 - ii** where an Employee or ex-Employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or
- 2** in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- 3** in legal proceedings in respect of any dispute relating to:
 - i** a contract of employment with the Insured; or
 - ii** an alleged breach of the statutory rights of an Employee, ex-Employee or prospective Employee under employment legislation.

Exclusions

The Company will not pay any claim relating to the following:

- 1** unless equivalent legal expenses insurance was continuously in force before:
 - i** any dispute where the originating cause of action arises within the first 90 days of the inception of cover under this Section of the Policy;
 - ii** any dispute with an Employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the date of inception of this Section of the Policy, if the Date of Occurrence was within the first 180 days of the inception of cover under this Section of the Policy and the dispute relates directly to the same matter(s) which gave rise to that warning; or

- iii any notice of redundancy or alleged redundancy or unfair selection for redundancy, arising within the first 180 days of the inception of cover under this Section of the Policy;

- 2 Employee internal disciplinary or grievance procedures;
- 3 damages for personal injury;
- 4 Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations; or
- 5 pursuing the legal rights of the Insured.

b Compensation Awards

The Company will pay:

- 1 any basic and compensatory award; and/or
- 2 an order for compensation or damages following a breach of the Insured's statutory duties under employment legislation,

in respect of a claim DAS have accepted under Insured Incident 1a Employment Disputes.

Provided that:

- 1 in cases relating to performance and/or conduct, the Insured has throughout the employment dispute either:
 - i followed the ACAS Code of Disciplinary and Grievance Procedures; or
 - ii followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - iii sought and followed advice from the DAS legal advice service (telephone **0345 878 5024**).
- 2 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 the DAS legal advice service since the date when the Insured should have known about the employment dispute (telephone **0345 878 5024**).
- 3 for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, the Insured has sought and followed advice from DAS before starting any redundancy process or procedure with their Employees (telephone **0345 878 5024**).
- 4 the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and

otherwise than by consent or default, or is payable under settlement approved in writing in advance by DAS.

The total amount payable by the Company for all compensation awards and sums of money in settlement of a dispute, shall not exceed £1,000,000 in the aggregate and in any one Period of Insurance.

Exclusions

The Company will not pay any claim relating to the following:

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

c Employee Civil Legal Defence

The Company will pay Costs and Expenses to defend the legal rights of the Insured Person (other than the Insured) if:

- 1 an event arising from their work as an Employee leads to civil action being taken against them under legislation for unlawful discrimination; or
- 2 civil action is being taken against them as trustee of a pension fund set up for the benefit of the Insured's Employees.

Cover under this Insured Incident for any Insured Person (other than the Insured) will only be provided at the Insured's request.

d Service Occupancy

The Company will pay Costs and Expenses to recover possession of premises owned by the Insured, or for which the Insured is responsible, from the Insured's Employee or ex-Employee.

Exclusion

The Company will not pay any claim relating to defending the Insured's legal rights other than defending a counter-claim that is an Insured Incident under this Section of the Policy.

2 Legal Defence

Provided that for each of the following sections a to f of Insured Incident 2 Legal Defence cover the Insured requests the Company to provide cover for the Insured Person, the Company will pay Costs and Expenses to defend the Insured Person's legal rights:

a Criminal Pre-proceedings Cover

prior to the issue of legal proceedings, when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer, where it is alleged that the Insured Person has or may have committed a criminal offence.

Provided that for claims relating to the Health and Safety at Work etc. Act 1974, the Territorial Limits shall be any place where the Act applies.

Please note that the Company will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the Business. Please see Terms of the Agreement on the first page of this Section.

Exclusions

The Company will not pay any claim relating to:

- 1** any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs; or
- 2** investigations due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

b Criminal Prosecution Defence

following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction.

Provided that for claims relating to the Health and Safety at Work etc. Act 1974, the Territorial Limits shall be any place where the Act applies.

Please note that the Company will only cover criminal investigations and/or prosecutions which arise in direct

connection with the activities of the Business. Please see Terms of the Agreement on the first page of this Section.

Exclusion

The Company will not pay any claim relating to prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

c Data Protection

if civil action is taken against the Insured Person for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:

- 1** an individual. The Company will also pay any compensation award in respect of such a claim; or
- 2** a data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. The Company will not pay any compensation award in respect of such a claim.

Provided that in respect of 1 above, any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by DAS.

Please note that the Company will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see Exclusion 3 Court awards and fines under this Section.

Exclusions

The Company will not pay any claim relating to:

- 1** the loss, alteration, corruption or distortion of, or damage to stored personal data; or
- 2** a reduction in the functionality, availability, or operation of stored personal data,

resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.

d Wrongful Arrest

if civil action is taken against the Insured Person for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.

e Statutory Notice Appeals

in an appeal against the imposition or terms of any statutory notice issued under legislation affecting the Business.

Exclusions

The Company will not pay any claim relating to:

- 1 an appeal against the imposition or terms of any statutory notice issued in connection with the Insured's licence, mandatory registration or British Standard Certificate of Registration; or
- 2 a statutory notice issued by an Insured Person's regulatory or governing body.

f Jury Service and Court Attendance

in the event of an Insured Person's absence from work:

- 1 to perform jury service; or
- 2 to attend any court or tribunal at the request of the Appointed Representative.

The maximum amount the Company will pay under this Insured Incident is the Insured Person's net salary or wages for the time that they are absent from work less any amount the Insured, the court or tribunal, have paid them.

The Company will reimburse the Insured for net salary or wages that the Insured has paid the Insured Person for that time, less any amount they have been paid by, or can recover from, the court or tribunal.

Exclusion

The Company will not pay any claim for a loss which the Insured or the Insured Person is unable to prove.

3 Property Protection and Personal Injury

a Property Protection

The Company will pay Costs and Expenses in a civil dispute relating to physical property which is owned by the Insured, or is the Insured's responsibility, following:

- 1 any event which causes or could cause physical damage to such physical property; or
- 2 a legal nuisance (meaning any unlawful interference with the Insured's use or enjoyment of their land, or some right over, or in connection with it); or
- 3 a trespass.

Please note that the Insured must have, or there must be reasonable prospects of establishing the Insured has, the legal ownership or right to the physical property that is the subject of the dispute.

Exclusions

The Company will not pay any claim relating to:

- 1 a contract entered into by the Insured (please refer to Insured Incident 6 Contract Disputes if shown in the Schedule as being operative);
- 2 physical property which is 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 the defence of the Insured's legal rights unless it is in defence of a counter-claim which is an Insured Incident under this Section of the Policy;
- 6 a motor vehicle owned or used by, or hired or leased to an Insured Person (other than damage to motor vehicles where the Insured is engaged in the business of selling motor vehicles); or
- 7 the enforcement of a covenant by or against the Insured.

b Personal Injury

At the Insured's request, the Company will pay Costs and Expenses for an Insured Person's and their family members' legal rights following a specific or sudden accident that causes them bodily injury or results in their death.

Exclusions

The Company will not pay any claim relating to:

- 1 any illness or bodily injury that happens gradually;
- 2 psychological injury or mental illness, unless the condition follows a specific or sudden accident that has caused physical bodily injury;
- 3 the defence of an Insured Person's or their family members' legal rights other than in defence of a counter-claim which is an Insured Incident under this Section of the Policy; or
- 4 clinical negligence.

4 Tax Protection

The Company will pay Costs and Expenses for:

- 1 a Tax Enquiry;
- 2 an Employer Compliance Dispute; or
- 3 a VAT Dispute.

Provided that the Insured has taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note that the Company will only cover tax claims which arise in direct connection with the activities of the Business. Please see Terms of the Agreement at the beginning of this Section.

Exclusions

The Company will not pay any claim relating to:

- 1 a tax avoidance scheme;
- 2 any failure to register for Value Added Tax or Pay As You Earn;
- 3 any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office;
- 4 import or excise duties and import VAT; or
- 5 any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

5 Statutory Licence Appeal

The Company will pay Costs and Expenses in an appeal to the relevant statutory or regulatory authority, court or tribunal, following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel the Insured's licence, mandatory registration or British Standard Certificate of Registration.

Exclusions

The Company will not pay any claim relating to:

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

Optional Extensions to Section 14

The following Insured Incidents are only applicable if stated as operative in the Schedule.

6 Contract Disputes

The Company will pay Costs and Expenses in a contractual dispute arising from an agreement or an alleged agreement, which has been entered into by the Insured or on the Insured's behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

- i the amount in dispute exceeds £250 (including VAT);
- ii if the amount in dispute exceeds £5,000 (including VAT), the Insured must pay the first £500 of any claim. If the Insured is using a Preferred Law Firm, the Insured will be asked to pay this within 21 days of the Insured's claim having been assessed as having Reasonable Prospects. If the Insured is using the Insured's own law firm, this will be within 21 days of their appointment (following confirmation that the Insured's claim has Reasonable Prospects). If the Insured does not pay this amount, the cover for the Insured's claim could be withdrawn;
- iii if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250 (including VAT); and
- iv if the dispute relates to money owed to the Insured, a claim under this Section is made within 90 days of the money becoming due and payable.

Exclusions

The Company will not pay any claim relating to:

- 1 a dispute arising from an agreement entered into prior to inception of cover under this Section if the Date of Occurrence is within the first 90 days of inception of cover under this Section, unless equivalent legal expenses insurance was continuously in force immediately prior to inception of the cover provided by this Section;
- 2
 - a a dispute relating to an insurance policy, other than when the Insured's insurer refuses the Insured's claim;
 - b the sale, purchase, terms of a lease, licence, or tenancy of land or buildings, other than a dispute with a professional adviser in connection with these matters;
 - c a loan, mortgage, pension, guarantee or any other financial product, other than a dispute with a professional adviser in connection with these matters; or
 - 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 with an Employee or ex-Employee which arises out of, or relates to, a contract of employment with the Insured. (Please refer to Insured Incident 1 Employment Disputes and Compensation Awards);

- 4 a dispute which arises out of the:
 - i sale or provision of computer hardware, software, systems or services; or
 - ii purchase or hire of computer hardware, software, systems or services tailored by a supplier to the Insured's own specification;
- 5 a dispute arising from a breach or alleged breach of professional duty by an Insured Person; or
- 6 the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

7 Debt Recovery

The Company will pay Costs and Expenses in a dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

- i the debt exceeds £250 (including VAT);
- ii a claim for debt recovery is made within 90 days of the money becoming due and payable; and
- iii DAS have the right to select the method of enforcement, or to forego enforcing judgment if DAS are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

Exclusions

The Company will not pay any claim relating to:

- 1 any debt arising from an agreement entered into prior to inception of cover under this Section if the debt is due within the first 90 days of inception of cover under this Section, unless equivalent legal expenses insurance was continuously in force immediately prior to inception of the cover provided by this Section;
- 2
 - a the settlement payable under an insurance policy;
 - b the sale, purchase, terms of a lease, licence, or tenancy of land or buildings;
 - c a loan, mortgage, pension, guarantee or any other financial product, other than a dispute with a professional adviser in connection with these matters; or
 - 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 with an employee or ex-employee which arises out of, or relates to, a contract of employment with the Insured. (Please refer to Insured Incident 1 Employment Disputes and Compensation Awards);
- 4 a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services;
- 5 the recovery of money and interest due from another party where the other party indicates that a defence exists; or
- 6 any dispute which arises from debts the Insured has purchased from a third party.

8 Tenancy Disputes

The Company will pay Costs and Expenses in a civil action relating to a tenancy dispute between the Insured and the Insured's landlord under the terms of the lease or tenancy agreement applying to the Premises.

Exclusions

The Company will not pay any claim arising from or relating to:

- 1 the negotiation, review or renewal of the lease or tenancy agreement; or
- 2 a dispute arising from or relating to rent or service charges.

Conditions applicable to this Section

The following Conditions apply to this Section.

1 Representation

- a On receiving a claim, if representation is necessary, DAS will appoint a Preferred Law Firm or tax consultancy as the Insured Person's Appointed Representative to deal with the Insured Person's claim. They will try to settle the Insured Person's claim by negotiation without having to go to court.
- b If the appointed Preferred Law Firm or tax consultancy cannot negotiate settlement of the Insured Person's claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the Insured Person may choose a law firm or tax expert to act as the Appointed Representative. DAS will choose the Appointed Representative to represent the Insured Person in any proceedings where the Company is liable to pay a compensation award.
- c If the Insured Person chooses a law firm as their own Appointed Representative who is not a Preferred Law Firm or tax consultancy, DAS will give the

Insured Person's choice of law firm the opportunity to act on the same terms as a Preferred Law Firm or tax consultancy. However, if they refuse to act on this basis, the most the Company will pay is the amount the Company would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount the Company will pay a law firm (where acting as an Appointed Representative) is currently £100 per hour. This amount may vary from time to time.

- d** The Appointed Representative must co-operate with DAS at all times and must keep DAS up to date with the progress of the claim.

2 The Insured Person's responsibilities

An Insured Person must:

- a** co-operate fully with DAS and the Appointed Representative; and
- b** give the Appointed Representative any instructions that DAS or the Company ask the Insured Person to provide.

3 Offers to settle a claim

- a** An Insured Person must tell DAS if anyone offers to settle a claim and must not negotiate or agree to any settlement without the expressed consent of DAS.
- b** If an Insured Person does not accept a reasonable offer to settle a claim, the Company will not pay further Costs and Expenses.
- c** The Company may decide to pay an Insured Person the reasonable value of the claim that the Insured Person is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an Insured Person must allow DAS to take over and pursue or settle a claim in their name. An Insured Person must allow DAS to pursue at DAS' own expense and for their benefit, any claim for compensation against any other person and an Insured Person must give DAS all the information and help DAS need to do so.

4 Assessing and recovering costs

- a** An Insured Person must instruct the Appointed Representative to have Costs and Expenses taxed, assessed or audited if DAS ask for this.
- b** An Insured Person must take every step to recover Costs and Expenses and court attendance and jury service expenses that the Company has to pay and must pay the Company any amounts that are recovered.

5 Cancelling an Appointed Representative's appointment

If the Appointed Representative refuses to continue acting for an Insured Person with good reason or if an Insured Person dismisses the Appointed Representative without good reason, the cover the Company provides will end at once, unless DAS agrees to appoint another Appointed Representative.

6 Withdrawing cover

- a** If an Insured Person settles a claim or withdraws their claim without the agreement of DAS, or does not give suitable instructions to the Appointed Representative, the Company can withdraw cover and will be entitled to reclaim any Costs and Expenses which DAS have paid on behalf of the Company.
- b** If during the course of a claim Reasonable Prospects no longer exist, the cover the Company provide will end at once. The Company will pay any Costs and Expenses and compensation awards the Company have agreed to, up to the date cover was withdrawn.

7 Expert opinion

If there is a disagreement between an Insured Person and DAS on the merits of the claim or proceedings, or on a legal principle, DAS may suggest the Insured Person obtains, at their own expense, an opinion on the matter from an independent and appropriate expert.

The expert must be approved in advance by DAS and the cost expressly agreed in writing between the Insured Person and DAS. Subject to this, the Company will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the Insured Person will recover damages (or obtain any other legal remedy that DAS have agreed to) or make a successful defence.

This does not affect the Insured Person's rights under Condition 8 of this Section.

8 Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through DAS' internal complaints procedure, the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk.)

If the dispute is not covered by the Financial Ombudsman Service, there is a separate arbitration process available.

The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, DAS will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

9 Keeping to the Section terms

An Insured Person must:

- a** take reasonable steps to avoid and prevent claims;
- b** take reasonable steps to avoid incurring unnecessary costs;
- c** send everything the Company or DAS ask for in writing;
- d** report to DAS full and factual details of any claim as soon as possible and give DAS any information that is needed; and
- e** keep to the terms and conditions of this Section of the Policy.

10 Other insurances

Notwithstanding Claims Condition 6 under this Policy, if any claim covered under this Section is also covered by another policy, or would have been covered if this Section did not exist, the Company will only pay the Company's share of the claim even if the other insurer refuses the claim.

11 Applicable Law

Notwithstanding General Condition 7 Choice of Law of this Policy, this Section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the Insured's Business is registered. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this Policy include equivalent laws in Scotland, Northern Ireland, the Channel Islands and the Isle of Man as appropriate.

12 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 and exclusions, under this Section, the interpretation under this Section shall take precedence.

Exclusions applicable to this Section

The Company shall not be liable under this Section for:

1 Late reported claims

any claim reported to DAS more than 180 days after the date the Insured Person should have known about the insured incident.

2 Costs DAS have not agreed

Costs and Expenses incurred before expressed acceptance of a claim by DAS.

3 Court awards and fines

finances, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority, other than compensation awards covered under Insured Incidents 1 Employment Disputes and Compensation Awards and 2 Legal Defence.

4 Legal action DAS has not agreed

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.

5 Intellectual property rights

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

6 Wilful acts

any wilful act or omission of an Insured Person deliberately intended to cause a claim under this Policy.

7 Franchise or agency agreements

any claim relating to rights under a franchise or agency agreement entered into by the Insured.

8 A dispute with DAS

any claim under this Section of the Policy for a dispute with DAS. For disagreements with DAS about the handling of a claim, refer to Condition 8 Arbitration, under this Section.

9 Shareholding or partnership disputes

any claim relating to a shareholding or partnership share, in the Business.

10 Judicial review

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

11 Bankruptcy

any claim where either at the start of, or during the course of a claim:

- a** the Insured is declared bankrupt;
- b** the Insured has filed a bankruptcy petition;
- c** the Insured has filed a winding-up petition;
- d** the Insured has made an arrangement with their creditors;
- e** the Insured has entered into a deed of arrangement;
- f** the Insured is in liquidation; or
- g** part or all of the Insured's affairs or property are in the care or control of a receiver or administrator.

12 Defamation

any claim relating to written or verbal remarks that damage the Insured Person's reputation.

13 Litigant in person

any claim where an Insured Person is not represented by a law firm, barrister or tax expert.

How to make a complaint

DAS will always try to give a high quality service. If the Insured Person thinks that DAS has let them down, they can contact DAS by:

- phoning **0344 893 9013**.
- emailing customerrelations@das.co.uk.
- writing to the Customer Relations Department at:
DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side,
Temple Back,
Bristol, BS1 6NH
- completing the DAS online complaint form at www.das.co.uk/about-das/complaints.

Further details of the DAS internal complaint-handling procedures are available on request.

If the Insured Person is not happy with the complaint outcome or if DAS have been unable to respond to the Insured Person's complaint within 8 weeks, the Insured Person may be able to contact the Financial Ombudsman Service for help.

They can be contacted by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**.
- emailing:
complaint.info@financial-ombudsman.org.uk.

- writing to:
The Financial Ombudsman Service,
Exchange Tower,
London, E14 9SR

Further information is available on their website:

www.financial-ombudsman.org.uk.

Using this service does not affect the Insured Person's right to take legal action.

Data Protection

DAS holds data in accordance with the current Data Protection Regulations and Legislation.

DAS Legal Expenses Insurance Company Limited (DAS) Group will use any personal information, including personal sensitive information as defined in the Data Protection Act 2018, for the purpose of dealing with the Insured Person's claim. It will also be used, if required, for the purpose of administering and underwriting your policy, for giving advice and assistance, and to update DAS Group records.

For full information on how DAS will process your data please visit: **www.das.co.uk/legal/privacy-statement**.

DAS Regulatory Information

DAS Head and Registered Office:

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

Registered in England and Wales, company number 103274.

Website: **<http://www.das.co.uk>**.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Financial Services Compensation Scheme

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

Section 15: Farm Home Section

This Section comprises the following sub-sections which are applicable only if stated as operative in the Schedule:

15A: Farm Home Buildings (including Home and Caravan Owners' Liability)

15B: Farm Home Contents (including Occupiers' and Personal Liabilities)

15C: Family Legal Protection

Definitions

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

Audio and Visual Equipment

Television receivers, radios, video recorders, DVD players, games consoles and other audio visual equipment, cameras and their equipment and accessories, projectors, binoculars and similar optical instruments.

Bodily Injury

Bodily injury which shall include death, disease or illness.

Buildings

- a** structures at the Home (built mainly of standard construction being brick, stone, concrete or other non combustible materials, unless otherwise advised to the Company);
 - b** permanent fixtures and fittings, in and on the structures described in a above;
 - c** internal and external fixed glass, sanitary ware and signs;
 - d** central heating systems;
 - e** small outside structures, extensions, annexes and gangways;
 - f** swimming pools, tennis courts or concrete, paved or asphalt forecourts, patios, yards, terraces, drives or footpaths; and
 - g** walls, gates, hedges and fences attached to or forming part of the structure of the Buildings at the Premises;
- all on the same site.

Caravan

A caravan (including the fixtures, fittings, awnings, external steps, generators, furniture, furnishings, bedding, household linen, utensils, Personal Effects, Clothing and Luggage, Audio and Visual Equipment and Sports Equipment in or attached thereto) shall have the meaning as defined in Section 13 (1) of the Caravan Sites Act 1968:

A structure designed or adapted for human habitation which:

- a** is composed of not more than two sections separately constructed and designed to be assembled on a site by means of bolts, clamps or other devices; and

- b** is, when assembled, physically capable of being moved by road from one place to another (whether by being towed, or by being transported on a motor vehicle or trailer), shall not be treated as not being (or not having been) a caravan within the meaning of Part 1 of the Caravan Sites and Control of Development Act 1960 by reason only that it cannot lawfully be moved on a highway when assembled.

Collections

Stamp, medal, coin, firearm and similar collections of intrinsic value (not being Works of Art or Valuables).

Credit Cards

Bank charge, credit, debit, cheque guarantee and cash dispenser cards, issued in the United Kingdom.

Continent of Europe

- a** any country which is a member of the European Union; and
- b** Jersey, Guernsey, Isle of Man and any country listed below which the Commission of the European Community approves as meeting the requirements of Article 8 of Directive 2009/103/EC on Motor Insurance for Third Party Liabilities,

Countries include:

Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Italy, Latvia, Iceland, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland including Liechtenstein.

Description of Use

Whilst being used for social, domestic or pleasure purposes:

- 1** in respect of a touring Caravan:
 - a** by the Insured while the touring Caravan is being towed by the Insured behind any motor vehicle or while detached from the vehicle:
 - i** anywhere in the United Kingdom, the Republic of Ireland, the Channel Islands or the Isle of Man; or
 - ii** 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 whilst:
 - i** the touring Caravan is stationary on a fixed site in the United Kingdom; or
 - ii** being towed by them behind any motor vehicle or while detached from the vehicle, anywhere in the United Kingdom; or
 - 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** in respect of a Caravan on a fixed site 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; or
 - 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.

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.

Glass

In respect of Section 15A: Farm Home Buildings, Glass shall mean all fixed glass including shelves, showcases and mirrors.

In respect of Section 15B: Farm Home Contents, Glass shall mean all fixed glass in or on furniture (including shelves, showcases and mirrors), ceramic hobs and glass doors to ovens.

Home

The private house or self-contained flat at the address(es) stated in the Schedule including its domestic outbuildings and garages, which are occupied:

- a** by the Insured for use as a private residence; or
- b** in connection with the Business.

Household Contents

Household contents at the Home comprising of:

- a** household goods and other personal property;

- b** Valuables, Works of Art and Collections, not exceeding:
 - i** 5%, in respect of any one item or collection; or
 - ii** 33.3%, in total in respect of all Valuables, Works of Art or Collections,
 of the Household Contents Sum Insured;
 - c** deeds, bonds, securities or similar private documents (excluding negotiable securities or bonds), extending to whilst lodged with the Insured's Building Society, Bank or Solicitor, but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up such materials and not for the value to the Insured of the information contained therein, not exceeding £10,000 in total;
 - d** audio and visual equipment;
 - e** the cost of replacing information that you have bought and stored on your home entertainment equipment or mobile phone and that is lost or damaged for an amount not exceeding £2,500 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;
 - f** clothing and luggage;
 - g** Sports Equipment;
 - h** computers, software and ancillary office equipment being used in connection with or for the purposes of the Business, not exceeding £5,000 in total for all claims or series of claims, arising out of any one original cause;
 - i** Personal Money, not exceeding £2,500 in total for all claims or series of claims, arising out of any one original cause;
 - j** Credit Cards not exceeding £10,000 in total for all claims or series of claims, arising out of any one original cause; and
 - k** pedal cycles,
- all the property of the Insured 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, disability mobility equipment, or golf carts or buggies), watercraft (other than hand or foot propelled craft, sailboards or surfboards), caravans, hovercraft or aircraft or their respective accessories while attached; or
 - iv** Livestock and domestic pets.

Insured

For the purpose of this Section only, the General Definition of Insured is extended to include:

- a** the Insured's spouse or civil partner, children and any other member of the Insured's family permanently residing with the Insured; or
- 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.

Occurrences

- a** accidental Bodily Injury to any person; or
- b** Damage to Property, occurring:
 - i** in and around the Home during the Period of Insurance and happening in connection with the Insured's liability as owner of the Home; or
 - ii** in and around the Caravan whilst being used in accordance with the Description of Use and happening in connection with the Insured's liability as owner of the Caravan (including the liability of any authorised hirer) during the Period of Insurance.

Personal Effects, Clothing and Luggage

Wearing apparel and personal articles designed to be worn or carried on or about the person.

Personal Money

Cash, Bank and Currency Notes, Crossed and Uncrossed Cheques, Girocheques, Postal Orders or Money Orders, Bankers' Drafts or Giro Drafts, unused current Postage Stamps (not in a Collection), unaffixed National Insurance Stamps, National Savings and Holidays with Pay Stamps, Trading Stamps, Premium Bonds, Luncheon Vouchers, Mobile Phone Talk Vouchers, Gift Tokens, Consumer Redemption Vouchers, Travel Tickets, validated tickets for the National Lottery and Gaming Machine Tokens, all belonging to the Insured.

Personal Possessions

Specified or unspecified Valuables, 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, but excluding property held for any professional or business purposes.

Property

Material property.

Property Insured

The items stated in Section 15A: Farm Home Buildings and in

Section 15B: Farm Home Contents, in the Schedule.

Rent

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

Sanitary Ware

Fixed baths, washbasins, pedestals, bidets, shower trays, sinks, lavatory pans and cisterns.

Sports Equipment

Items of equipment and specialist clothing which are usually worn, carried or used in the course of participating in a recognised sport (including horse riding tack, guns and other associated shooting equipment).

Territorial Limits

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

Unoccupied

Vacant, unoccupied or not lived in, for a period of more than 90 consecutive days by the Insured or any other person(s) with the Insured's permission.

Valuables

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

Works of Art

Curios, *objets d'art*, sculptures, carvings, paintings, pictures and drawings.

Perils

For the purpose of this Section, Perils shall mean:

Standard Perils

Automatically included within the basic cover (unless expressly excluded by endorsement in the Schedule)

- 1 a** Fire, Lightning, Explosion, Thunderbolt, Earthquake; or
- 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; or
 - d** falling trees or branches.

- 3 Riot, civil commotion**, strikes or labour disturbances.
- 4 Malicious Persons** or vandals, but excluding Damage:
 - a** while the Home is unfurnished or Unoccupied;
 - b** in respect of property in the open, except as provided for in Extension B of Section 15B: Farm Home Contents;
 - c** in respect of any structure which is incapable of being locked, except as provided for in Extension B of Section 15B: Farm Home Contents; or
 - d** caused by the Insured, any partner or director of the Insured, any tenant or paying guest, or any family or friends associated with the tenant or paying guest.
- 5 Storm or Tempest**, but excluding Damage:
 - a** caused by frost; or
 - b** to fences, gates or moveable property in the open or in open-sided structures, except as provided for in Extension B of Section 15B: Farm Home Contents.
- 6 Flood**, but excluding Damage:
 - a** caused by storm or tempest;
 - b** caused by frost; or
 - c** to fences, gates or moveable property in the open or in open-sided structures, except as provided for in Extension B of Section 15B: Farm Home Contents.
- 7 Escape of water or oil** from the domestic water systems, heating installations, water mains, oil-filled electric radiators or other domestic appliances, but excluding Damage while the Home is Unoccupied.
- 8 Theft or attempted theft**, but excluding Damage:
 - a** by deception unless deception is only used to gain entry to the Home;
 - b** occurring while the Home is occupied or directly communicates with any part used for business purposes unless involving forcible and violent entry to or exit from the Home;
 - c** while the Home is Unoccupied;
 - d** in respect of property in the open or in any structure which is incapable of being locked, except as provided for in Extension B of Section 15B: Farm Home Contents or as otherwise agreed by the Company; or
 - e** caused by the Insured or any other person(s) legally entitled to be at the Home with the Insured's permission.

Optional Additional Perils

Applicable only if stated as operative in the Schedule

- 9 Any Accidental Damage Cover**, excluding:
 - a** Damage caused by or specifically excluded in the Perils 1-8 and 10;
 - b** Damage under Section 15B: Farm Home Contents while the Home is Unoccupied;
 - c** Damage to clothing, Sports Equipment, Personal Money and Credit Cards;
 - d** Damage to the Property Insured caused by or consisting of:
 - i** inherent vice, latent defect, gradual deterioration, wear and tear, costs relating to maintenance or normal redecoration, frost, change in water table level, its own faulty or defective design or materials;
 - ii** any process of cleaning, renovating, restoring, repairing, building or maintenance; or
 - iii** faulty or defective workmanship, operational error or omission, on the part of the Insured or any of their Employees,
 but this shall not exclude subsequent Damage which results from a cause not otherwise excluded by this Policy;
 - e** Damage caused by or consisting of:
 - i** corrosion, rust, wet or dry rot, shrinkage, evaporation, leakage, loss of weight, dampness, contamination, fermentation, dryness, marring, scratching, vermin or insects; or
 - ii** change in temperature, colour, flavour, texture or finish, action of light,
 Damage consisting of:
 - iii** 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; or
 - iv** 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:

- 1 such Damage not otherwise excluded by this Policy which itself results from any other Damage not otherwise excluded by this Policy; or
 - 2 subsequent Damage which itself results from a cause not otherwise excluded by this Policy (unless more specifically insured);
- f** Damage caused by or consisting of:
- i** subsidence, ground heave or landslip;
 - ii** normal settlement or bedding down of new structures;
 - iii** acts of fraud or dishonesty;
 - iv** disappearance, unexplained or inventory shortage, misfiling or misplacing of information; or
 - v** electrical or magnetic injury, disturbance or erasure, of electronic records;
- g** destruction of or damage to a building or structure, caused by its own collapse or cracking;
- h** Damage in respect of movable property in the open or in open-sided structures, walls (not forming part of the structure), fences and gates, caused by wind, rain, hail, sleet, snow or dust;
- i** Damage to the Property Insured:
- i** caused by fire resulting from its undergoing any heating process or any process involving the application of heat; or
 - ii** (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, adjustment or repair;
- j** Damage:
- i** caused by freezing; or
 - ii** to Glass and Sanitary Ware, in respect of any building which is Unoccupied;
- k** Damage in respect of:
- i** jewellery, precious stones, precious metals, bullion or furs;
 - ii** property in transit;
 - iii** money, cheques, stamps, bonds, credit cards or securities of any description; or
 - iv** Glass and Sanitary Ware:
 - a** due to repairs or alterations, being carried out at the Home;
 - b** during installation or removal, of such Glass or Sanitary Ware; or
 - c** which was broken or cracked prior to the Effective Date (as stated in the Schedule);
- l** Damage in respect of:
- i** vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
 - ii** property or structures in the course of construction or erection and materials or supplies in connection with all such property in course of construction or erection;
 - iii** land, roads, piers, jetties, bridges, culverts or excavations; or
 - iv** growing crops or trees, unless specifically mentioned as insured by this Section; or
- m** Damage occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction, by or by order of the government or any public authority.
- 10 Subsidence or Heave** of the site on which the Buildings stand or Landslip, but excluding Damage:
- a** 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;
 - b** caused by bedding down of new structures or settlement of made up ground;
 - c** caused by coastal or river erosion;
 - d** 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;
 - e** resulting from demolition or structural repair or alteration to the Buildings; or
 - f** resulting from defective design, faulty workmanship or the use of defective materials in the Buildings.

Section 15A: Farm Home Buildings

Basis of Cover

1 Buildings

In the event of Damage at the Home to any Property Insured occurring during the Period of Insurance and caused by any of the Perils (where stated as operative in the Schedule), the Company will pay to the Insured the value of such Buildings or the amount of the Damage at the time of such Damage or, at its own option, reinstate or replace such property.

2 Caravans

In the event of Damage to a Caravan (where stated as operative in the Schedule) whilst being used in accordance with the Description of Use and occurring during the Period of Insurance, the Company will pay to the Insured the value of such Caravan or the amount of the Damage at the time of such Damage or, at its own option, reinstate or replace such property.

3 Terrorism

Subject otherwise to the terms, definitions, conditions, clauses and exclusions, of this Policy, the cover provided by this Sub-Section includes loss, destruction or damage to the Property Insured (other than property not insured in the name of a private individual), by any of the Perils (where stated as operative in the Schedule), arising from Terrorism (as defined in General Exclusion 1 War, Government Action and Terrorism of this Policy) or any action taken in controlling, preventing or suppressing Terrorism, other than such loss, destruction or damage directly or indirectly caused by or contributed to by or arising from:

- i any chemical, biological or bio-chemical weapon; or
- ii the use or threat of use of any nuclear device or radioactive substance.

4 Home and Caravan Owners' Liability

The Company will indemnify the Insured under this Extension 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, if the Insured is ordered to pay them or paid with the Company's written consent,
- in respect of the Occurrences;
- 2 all costs and expenses, incurred by the Insured with the Company's written consent in defending any claim hereunder; and

- 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 hereunder or at any coroner's inquest or fatal accident inquiry.

Limits of Liability

Provided that:

- a** the liability of the Company under this Sub-Section in total for all claims or series of claims, arising out of any one original cause, shall not exceed the Sum Insured for each item (or any other stated limit of liability); and
- b** unless otherwise stated, the Sum Insured (or any other stated limit of liability) applies in the aggregate to property collectively described by each item under this Sub-Section; and
- c** the Company's liability under Basis of Cover 4: Home and Caravan Owners' liability, for all damages (including interest thereon) payable in respect of any one Occurrence or in the aggregate in respect of a series of Occurrences arising out of any one original cause, shall not exceed £5,000,000.

Extensions

The insurance provided by this Sub-Section 15A (Farm Home Buildings) is extended to include the following:

A Professional Fees

The insurance on Buildings, as set out in the Schedule, where insured by this Sub-Section, includes the cost of architects', surveyors', consulting engineers' and legal fees necessarily and reasonably incurred in the reinstatement or repair of the Property Insured consequent on its Damage but shall not include fees incurred for preparing any claim.

The maximum liability of the Company under this Extension and this Sub-Section, for any Property Insured, will in no case exceed the Sum Insured for that Property Insured.

B Public Authorities

The insurance on Buildings, as set out in the Schedule, where insured by this Sub-Section, includes the cost of reinstatement of any Damage to the Property Insured and portions thereof not subject to Damage (other than foundations), incurred solely by reason of the necessity to comply with legislation and regulations under Acts of Parliament or local authority bye-laws,

Provided that:

- a** the Insured receives a notice from the relevant body to comply after the Damage occurs;
- b** the work of reinstatement is completed within 12 months of the date of the Damage or within such further time as the Company may allow; and
- c** the total amount payable under this Extension and this Sub-Section, for any item, will not exceed:
 - i** in respect of the property subject to Damage, its Sum Insured; and
 - ii** in respect of portions of the property not subject to Damage, 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 Sub-Section, in total for all claims or series of claims, arising out of any one original cause, for any item, not exceeding its Sum Insured.

C Cost of Debris Removal

The insurance on Buildings, includes 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; or
- d** boarding up,

in respect of the portion of such Property Insured which is the subject of a claim under this Sub-Section.

The maximum liability of the Company under this Extension and this Sub-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 Sub-Section and the area immediately adjacent to such site; or
- ii** arising from pollution or contamination, of property not insured by this Sub-Section.

D Underground Services

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

E Clearing of Drains

The insurance in respect of Buildings, where insured under this Sub-Section, extends to cover expenses necessarily and reasonably incurred in cleaning, clearing and/or repairing drains, gutters and sewers, in consequence of Damage (not otherwise excluded) by any of the Perils, where stated as operative in the Schedule, at the Home provided that the Company's liability for any one claim for such Damage is limited to £10,000.

F 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 under this Sub-Section subject to notification by the Insured to the Company of such interests as soon as is reasonably practicable.

G 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.

H Contracting Purchaser's Interest

If at the time of Damage the Insured shall have contracted to sell their interest in any Buildings, where insured under this Sub-Section 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.

I Mortgagees / Freeholders / Lessors

The act or neglect of any mortgagor, leaseholder, lessee or occupier, of any Buildings, where insured under this Sub-Section, 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 such parties shall notify the Company immediately on becoming aware of such increased risk and pay additional premium if required by the Company.

J Fire Brigade and Rescue Services Damage to Grounds

Damage to the grounds caused by the Fire Brigade and rescue services or other emergency services, equipment or personnel, following an emergency likely to endanger life or property, at the Premises as far as the Insured is responsible for the cost of repair, provided that the maximum liability of the Company under this Extension in respect of any one event of such Damage shall not exceed £25,000 in the aggregate.

K Lock Replacement

The cost of changing locks on doors, windows, safes and strongrooms, at the Home following theft, where insured by this Sub-Section, of keys from the Premises or from the home of the Insured or of any partner of the Insured or director of the Insured or Employee entrusted with keys, provided that the maximum liability of the Company under this Extension as a result of any one event of such theft shall not exceed £25,000 in the aggregate.

L Glass

In the event of Damage to Glass or Sanitary Ware, for which the Insured is responsible, at the Home, occurring during the Period of Insurance, the Company will replace or repair such property or, at its option, pay to the Insured the costs of replacement of such property.

Provided that the Company shall not be liable to replace or pay for the replacement of such property exactly but only as nearly as circumstances permit, but excluding breakage occurring:

- a** when the Home is Unoccupied; or
- b** during installation or removal, of Glass or Sanitary Ware.

M Clear Up Costs (Own Property)

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

Provided that:

- a** cover applies only in respect of events occurring during the Period of Insurance;
- b** the maximum liability of the Company under this Extension shall not exceed £25,000; and
- c** where the cover provided under this Sub-Section applies also under Section 1: Material Damage, the aggregate of all payments in respect of any one occurrence shall not exceed £25,000 in total.

The Company shall not be liable in respect of the first £250 of each and every claim, subject to all claims or series of claims, arising out of any one original cause, being treated as one claim.

N Trace and Access

In the event of Damage resulting from escape of water or oil at the Insured's Home, where insured by this Sub-Section, the Company will pay costs necessarily and reasonably incurred in locating the source of such Damage and subsequently making good, subject to the maximum liability of the Company under this Extension not exceeding £25,000 in total for all claims or series of claims, arising out of any one original cause.

O Plumbing Installations

Damage caused by freezing of any internal domestic plumbing installations at the Insured's Home, excluding Damage:

- a** while the Home is Unoccupied; or
- b** due to rusting or corrosion.

P Theft Damage to Buildings

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

Q Unauthorised Use of Gas, Water or Electricity

The Company will pay the costs for which the Insured is responsible for gas, water or electricity, arising from their unauthorised use by persons occupying the Home 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.

The amount payable under this Extension shall not exceed £25,000 in total for all claims or series of claims, arising out of any one original cause.

R Loss of Rent

The Company will pay for additional payments if the Home becomes uninhabitable as a result of Damage insured by this Sub-Section for:

- a** loss of rent payable to or by the Insured including up to 2 years ground rent; and
- b** the reasonable additional costs of comparable alternative accommodation,

but only during the period necessary for reinstatement.

Provided that the maximum liability of the Company under this Extension shall not exceed 25% of the Sum Insured on Buildings in total for all claims or series of claims, arising out of any one original cause.

S Contract Works

In respect of any contract works and unfixed goods and materials, introduced to the Home 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.

The Company shall not be liable in respect of the first £250 of each and every claim, subject to all claims or series of claims, arising out of any one original cause, being treated as one claim.

T Hired in Plant

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 Home or in transit (other than by sea or air) between Premises, subject to the maximum liability of the Company under this Extension not exceeding £10,000 any one claim.

The cover provided by this Extension is subject to the following:

- i** indemnity shall only apply in respect of hired machinery, plant, tools or equipment for which a valid claim has otherwise been admitted under this Sub-Section; and
- ii** the liability of the Company under this Extension, in respect of each affected item shall not exceed an amount equal to its hire charges for 90 days;

The Company shall not be liable under this Extension for:

- 1** Damage caused by or arising from the wilful act and/or the wilful neglect of the Insured; and
- 2** continuing hire charges in respect of tower cranes or scaffolding.

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.

U Cost of Fallen Tree Removal

The costs and expenses in removing own fallen trees and branches necessarily incurred by the Insured, with the consent of the Company, subject to the maximum liability of the Company 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 Home and the area adjacent to such site; or
- b** arising from pollution or contamination of property not insured by this Sub-Section.

V Calor Gas

The Company will pay the costs of Calor gas, lost from any installations at the Home following Damage by any of the Perils (where stated as operative in the Schedule), excluding Damage while the Home becomes Unoccupied.

The Company's liability under this Extension shall not exceed £10,000 in respect of any one claim or series of claims arising out of any one original cause.

W Defective Premises Act

The indemnity provided by Basis of Cover 4 Home and Caravan Owners' Liability, is extended to indemnify the Insured in respect of legal 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, business premises or land, disposed of by the Insured.

Provided that this Extension shall not apply to:

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

The liability of the Company under this Extension shall not increase the limit of liability otherwise stated herein.

X Unrecovered Damages

The indemnity provided by Basis of Cover 4 Home and Caravan Owners' Liability, is extended to indemnify the Insured 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:

- a** there is no appeal outstanding;
- b** the Insured would have been entitled to payment under this Extension had the Insured's position and the position of the party responsible been reversed; and
- c** the liability of the Company under this Extension shall not increase the limit of liability otherwise stated herein.

Y Additions

The insurance by this Sub-Section on Farm Home Buildings includes:

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

Provided that:

- i** the maximum liability of the Company under this Extension shall not exceed £500,000, any one Premises for all items in respect of Farm Home Buildings, or 25% of the Buildings Sum Insured, whichever is the lower;
- ii** the Insured undertakes to advise the Company of the change of risk as soon as practicable and to pay the additional premium required by the Company from its inception date; and
- iii** the provisions of this Extension shall be fully reinstated following advice to the Company of the change in risk.

Z Dumping and Fly Tipping

The Company will pay 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 maximum liability of the Company under this Extension not exceeding £10,000 any one claim.

The Company shall not be liable in respect of the first £250 of each and every claim, subject to all claims or series of claims, arising out of any one original cause, being treated as one claim.

AA Security Upgraded Following Peril 8 Theft

Following Damage by Peril 8 (where stated as operative in the Schedule) involving physical criminal assault or aggravated burglary at the Home and as a result security upgrades are required by the Company, the Company will pay the reasonable cost of upgrading the Insured's existing Home alarm and physical protections, subject to the maximum liability of the Company under this Extension not exceeding £5,000 any one claim.

The Company shall not be liable in respect of the first £250 of each and every claim, subject to all claims or series of claims, arising out of any one original cause, being treated as one claim.

AB Caravan Additional Costs

Following Damage to the Caravan (where stated as operative in the Schedule) the Company will pay the reasonable costs of:

- a** protection and removal of the Caravan to the nearest competent repairer and return to the Home or the Caravan's permanent site;
- b** disconnection and reconnection of services at the permanent site; or
- c** the following if the Caravan is damaged outside of the United Kingdom and cannot be economically repaired before the Insured's intended return to the Home:
 - i** removing the Caravan to the port of embarkation;
 - ii** any additional freight charges from that port to the United Kingdom;
 - iii** returning the Caravan from the United Kingdom port to the Home; and
 - iv** any customs duty payable by the Insured on the Caravan following temporary importation into any country in the Continent of Europe.

Excluding:

- 1 loss of any customs deposit as a consequence of any wilful act by the Insured.
- 2 the Company's liability under this Extension shall not exceed £2,500 any one claim or series of claims arising out of any one original cause.

AC Caravan Alternative Accommodation

In the event that the Caravan (where stated as operative in the Schedule) becomes uninhabitable as a result of Damage whilst being used by the Insured for touring or holiday purposes, the Company will pay the reasonable additional cost of hiring an alternative Caravan for a maximum of 15 days in any one Period of Insurance.

Provided that:

- 1 the Company shall not be liable under this Extension for loss of any customs deposit as a consequence of any wilful act by the Insured.
- 2 the Company's liability under this Extension shall not exceed £2,500 any one claim or series of claims arising out of any one original cause.

AD Caravan Hiring Charges

In the event that the Insured suffers loss of hiring charges as a result of Damage to the Caravan (where stated as operative in the Schedule), 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.

Provided that:

- 1 the Company shall not be liable under this Extension for loss of any customs deposit as a consequence of any wilful act by the Insured.
- 2 the Company's liability under this Extension shall not exceed £2,500 any one claim or series of claims arising out of any one original cause.

Clauses

The following Clauses apply to this Sub-Section 15A (Farm Home Buildings).

1 Aggregate Payments for Extensions

Where the cover under any of the Extensions of this Sub-Section and under the Extensions of Section 1: 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: Material Damage.

Where the cover under any of the Extensions of this Sub-Section and under the Extensions of Sub-Section 15B Farm Home Contents also apply, the aggregate of all payments in respect of any one claim will be the Company's liability, stated under the Extension of this Sub-Section.

2 Index Linking

The Sums Insured by this Sub-Section (other than any insured Caravan) are subject to Index Linking as defined in the General Definitions.

3 Reinstatement Basis of Settlement

In the event that any Property Insured is subject to Damage, the basis upon which the amount payable under such items is to be calculated shall be the cost of:

- a repair of property damaged; or
- b replacement of property lost or destroyed,

in either case to a condition substantially the same as but not better or more extensive than its condition when new and subject to the Provisions set out below.

Provisions

- 1 No payment beyond the amount which would have been payable had this Clause not been operative shall be made unless all necessary repairs or replacements are commenced and carried out with reasonable despatch.
- 2 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 indemnify the Insured for individual damaged items and not undamaged companion pieces.
- 3 The Property Insured is in a good state of repair and the Sum Insured on Buildings is not less than the Full Rebuilding Cost.
- 4 In the event that:
 - a the Property Insured is not in a good state of repair;
 - b the Sum Insured on Buildings is less than the Full Rebuilding Cost;
 - c repair or replacement is not carried out;
 - d any Caravan item of linen or clothing is over 2 years old;
 - e the Sum Insured on any insured Caravan is less than the total cost of replacement as new;

- f** the Caravan is:
 - i** older than 1 year from new when used in accordance with Description of Use 1; or
 - ii** older than 2 years from new when used in accordance with Description of Use 2; or
- g** the Caravan is no longer produced, 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 Property Insured prior to the Damage and the value of the Property Insured following the Damage; or
 - iv** replace the Caravan with an equivalent model.

4 Reinstatement of Losses

Unless written notice to the contrary is given by either the Company or the Insured, the Sums Insured (or any other stated limit of liability) under this Sub-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 (as stated in the Schedule).

This Clause does not apply where the Sum Insured (or any other stated limit of liability) is applied as a maximum in any one Period of Insurance.

5 Caravan 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.

6 Average

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

Conditions

The following Conditions apply to this Sub-Section 15A (Farm Home Buildings).

1 Sum Insured

The Sum(s) Insured for Buildings by this Sub-Section shown in the Schedule represent and will at all times be maintained by the Insured to represent not less than the Full Rebuilding Cost of the Buildings.

2 Thatched Property

In respect of any Home with a thatched roof, it is a condition precedent to the liability of the Company that:

- a** the following equipment shall be installed as a minimum requirement:
 - i** at least one mains or battery-operated smoke detector within the Building;
 - ii** at least one fire extinguisher with a minimum capacity of 9 litres of water or foam or 10lb dry powder; and
 - iii** one fire blanket;
- b** no use of a naked flame in the roof space of the Home shall be undertaken;
- c** following any repair to or replacement of the thatched roof no burning of waste thatch is to be carried out at the Home, its grounds or in its immediate vicinity;
- d** if the electrical installation at the Home:
 - i** has not been inspected and tested in accordance with BS7671, within the five years immediately preceding the inception of this Policy, then such installation is inspected and tested, as soon as reasonably possible; or
 - ii** has been inspected and tested, in accordance with BS7671, within the five years immediately preceding the inception of this Policy, then such installation is inspected and tested within five years from such inspection and tests or earlier if recommended in a report for such inspection and tests.

Provided that the electrical installation must be inspected and tested, by a Competent Person or member of the National Inspection Council for Electrical Installation Contracting (NICEIC), Electrical Contractors' Association (ECA), Electrical Contractors' Association of Scotland (SELECT) or National Association of Professional Inspectors and Testers (NAPIT), in full accordance with BS7671 and a Periodic Inspection Report is issued to and retained by the Insured;

- e** where the Periodic Inspection Report, referred to in **d** above is issued following such inspection:
 - i** any work shown as "Danger present. Risk of Injury – requires urgent attention" – shown as Code 1 in the Observations and Recommendations part of the Report – must be carried out within 28 days of inspection;

- ii any work shown as “Potentially dangerous – Urgent remedial attention required” – shown as Code 2 in the Observations and Recommendations part of the Report – shall be carried out within 90 days of the inspection; and
- iii the electrical installation is further inspected and tested within the timescale recommended on the Periodic Inspection Report;
- f all works referred to in e above (including iii thereunder) must be carried out by a Competent Person or a member of the organisation(s) referred to in d above, in full accordance with BS7671; and
- g if the Insured engages the services of a third party to carry out any form of alteration, maintenance or repair to the Home, proof must be obtained that the third party has adequate public liability insurance before work commences.

For the purposes of this Condition:

- 1 “Competent Person” means:
 - a in respect of inspection and testing:

a person who has sufficient technical and practical knowledge and experience to conduct the inspection and testing, of the type of electrical installation at the Home and is able to detect any defects and determine appropriate action, as required by BS7671; and
 - b in respect of carrying out all works referred to in e above:

a person who has sufficient technical and practical knowledge and experience to undertake the necessary works, to prevent danger and injury, in full accordance with BS 7671.
- 2 “installation” means installation or installations, as applicable, to the Home.

3 Chimney Sweeping

It is a condition precedent to the liability of the Company that all chimneys used to dispel the products of combustion from open fires at the Home are inspected and swept:

- a within 6 months of inception of this Policy or prior to autumn/winter, whichever is the sooner, by a HETAS (the official body of solid fuel domestic heating appliances, fuels and services) approved chimney sweep; and

- b thereafter either by a Competent Person or a HETAS approved chimney sweep, within either the time-scale set by the HETAS approved chimney sweep or on a rolling annual basis, whichever is the sooner.

A detailed record must be kept of all inspections and sweepings.

For the purposes of this Condition a Competent Person is defined as:

A person who has sufficient technical and practical knowledge of chimneys at the Home to be able to detect any defects and determine appropriate remedial action.

4 Caravan 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.

5 Theft of Caravans

If the Caravan is used in accordance with Description of Use 1 and is detached from the towing vehicle and unattended, the Caravan must be secured by a hitch lock or wheel clamping device.

Excess

This Sub-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 for Damage caused by any of the Perils 1 to 10.

Where Damage affects more than one item of Property Insured under this Section, only the one item Excess shall be deemed to apply. Where there are different Excesses applicable for any specific Peril, the claim will be subject to the highest of the Excesses applying to the said items.

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 Sub-Section 15A (Farm Home Buildings) in respect of:

- 1** Damage to contact lenses, domestic gardening equipment, disability mobility equipment, golf carts or buggies, pedal cycles, motor vehicles, caravan, camping equipment, watercraft, aircraft or animals, unless otherwise insured by this Sub-Section;
- 2** Property or legal liability more specifically insured;
- 3** any wilful or malicious acts by the Insured;
- 4** Damage caused by or resulting from:
 - a** wear and tear, the action of light or atmosphere or any other gradually operating cause, moths, vermin or insects;
 - b** any process of cleaning, dyeing, restoring, adjusting or repairing; or
 - c** corrosion, dampness, dryness, wet or dry rot, marring, scratching, bruising or deterioration;
- 5** Damage to any item arising from its own mechanical, electrical or electronic breakdown or derangement or from adjustment, maintenance or repair;
- 6** erasure or distortion of information, on computer systems or other records;
- 7** Damage by confiscation or detention, by Customs or other officials or authorities;
- 8** Damage following dishonesty or fraudulent action by any person lawfully at the Home;
- 9** Damage to Sports Equipment whilst in use;
- 10** Damage to Valuables, Personal Money, Credit Cards, Collections and to Works of Art;
- 11** Property left in an unattended motor vehicle unless all doors, windows and the boot or hatchback, are closed and securely locked;
- 12** Damage to the Caravan (whilst being used in accordance with Description of Use 1) Audio and Visual Equipment while the Caravan is not being used by the Insured;
- 13** Damage to the Caravan (whilst being used in accordance with Description of Use 2):
 - 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; or
 - b** Audio and Visual Equipment (but not televisions or radios) left in the Caravan when the site is closed for holiday occupation;
- 14** Damage to the Caravan caused by or resulting from:
 - a** riot, civil commotion or strikes outside England, Scotland, Wales, the Channel Islands or the Isle of Man;
 - b** misuse or use contrary to manufacturers' instructions or interference with any component part; or
 - c** by theft or conversion by any hirer;
- 15** Damage to tyres caused by punctures, cuts, bursts or the application of brakes; or
- 16** Damage caused whilst the Caravan is being used as a permanent residence or for any trade, business or profession.

Liability Exclusions

In respect of Basis of Cover 4: Home and Caravan Owners' Liabilities, the Company shall not be liable in respect of:

- 17** the cost of replacing or making good faulty, defective or incorrect workmanship;
- 18** legal 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 or foot propelled watercraft;
 - b** mechanically propelled vehicle (or trailer attached thereto) licensed for road use, other than legal liability caused by or arising from the use of an insured Caravan whilst being used in accordance with the Description of Use in respect of an Occurrence in and around the Caravan and happening in connection with the Insured's liability as owner of the Caravan (including the liability of any authorised hirer) during the Period of Insurance, 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;
 - c** aircraft including models and drones;
 - d** animals;
 - e** firearms; or
 - f** dogs referred to in the Dangerous Dogs Act 1991;
- 19** legal liability arising from:
 - a** any professional or business purposes;
 - b** malpractice of any nature, by the Insured or on the Insured's behalf;
 - c** the sale, supply or administration of drugs, medicines, chemicals or medical supplies or equipment of any kind, by the Insured or on the Insured's behalf;
 - d** any treatment used, practised or performed by the

Insured or on the Insured's behalf, other than when performing first aid; or

- e** any surgical operation or medical procedure performed by the Insured or on the Insured's behalf;
- 20** legal liability for Bodily Injury caused to any Employee arising out of and in the course of such person's employment or engagement with the Insured;
- 21** legal liability for Damage to Property belonging to or in the charge of or under the control of the Insured;
- 22** legal liability assumed by the Insured under agreement which would not have attached in the absence of such agreement;
- 23** the ownership or occupation of land or buildings other than the Home;
- 24** any action brought against the Insured other than in any court or tribunal subject to the laws of England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man; or
- 25** Bodily Injury to the Insured.

Section 15B: Farm Home Contents

Basis of Cover

1 Contents

In the event of Damage at the Home to any Property Insured occurring during the Period of Insurance and caused by any of the Perils (where stated as operative in the Schedule), the Company will pay to the Insured the value of such Household Contents or the amount of the Damage at the time of such Damage or, at its own option, reinstate or replace such property.

2 Personal Possessions

In the event of Damage by any cause (not otherwise excluded under this Policy) to any of the Personal Possessions (where stated as operative in the Schedule):

- a** anywhere within the Territorial Limits; or
- b** elsewhere in the world for a period not exceeding 60 days,

occurring during the Period of Insurance, the Company will pay to the Insured, the value of such Personal Possessions or the amount of the Damage at the time of such Damage or, at its own option, reinstate or replace such property.

3 Terrorism

Subject otherwise to the terms, definitions, conditions, clauses and exclusions, of this Policy, the cover provided by this Sub-Section includes loss, destruction or damage to the Property Insured (other than property not insured in the name of a private individual), by any of the Perils (where stated as operative in the Schedule), arising from Terrorism (as defined in General Exclusion 1 War, Government Action and Terrorism of this Policy) or any action taken in controlling, preventing or suppressing Terrorism, other than such loss, destruction or damage directly or indirectly caused by or contributed to by or arising from:

- i** any chemical, biological or bio-chemical weapon; or
- ii** the use or threat of use of any nuclear device or radioactive substance.

4 Occupiers' and Personal Liabilities

(as home occupier, employer of domestic staff and/or liability as a private individual)

The Company will indemnify the Insured under this Sub-Section 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, if the Insured is ordered to pay them or paid with the Company's written consent,

in respect of the Occurrences;

- 2** all costs and expenses, incurred by the Insured with the Company's written consent in defending any claim; and
- 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 hereunder or at any coroner's inquest or fatal accident inquiry.

Limits of Liability

Provided that:

- a** the liability of the Company under this Sub-Section in total for all claims or series of claims, arising out of any one original cause, shall not exceed the Sum Insured for each item (or any other stated limit of liability);
- b** unless otherwise stated, the Sum Insured (or any other stated limit of liability) applies in the aggregate to any property collectively described by each item under this Sub-Section; and
- c** in respect of Basis of Cover 4: Occupiers' and Personal Liabilities, the Company's liability for all damages (including interest thereon) payable in respect of any one Occurrence or in the aggregate in respect of a series of Occurrences arising out of any one original cause, shall not exceed £5,000,000.

Extensions

The insurance provided by this Sub-Section 15B (Farm Home Contents) is extended to include the following:

A Lock Replacement

The cost of changing locks or lock mechanisms on:

- a** the external doors of the Home; or
- b** any alarm systems or domestic safe fitted in the Home,

following theft of keys, where insured by this Sub-Section, provided that the maximum liability of the Company under this Extension as a result of any one event of such theft shall not exceed £25,000 in the aggregate.

B Property in the Open

The insurance in respect of the Property Insured under this Sub-Section includes Damage at the Home to such property in the open or in any structure which is open sided or incapable of being locked, within the boundaries of the land belonging to the Home, caused by any of the Perils 4, 5 or 8, where stated as operative in the Schedule.

Provided that:

- a** this Extension shall not apply when the Home is Unoccupied; and
- b** the maximum liability of the Company under this Extension shall not exceed £3,000 in total for all claims or series of claims, arising out of any one original cause.

C Garden Cover

Damage in the garden of the Home to plants, lawns, bushes, shrubs and trees, caused by any Perils 1, 2, 4 or 8, where stated as operative in the Schedule, but excluding Damage by birds, animals, insects or frost.

Provided that:

- a** this Extension shall not apply when the Home is Unoccupied; and
- b** the maximum liability of the Company under this Extension shall not exceed £5,000 in total for all claims or series of claims (subject to a maximum £500 any one plant or tree), arising out of any one original cause.

D Outbuildings Cover

The insurance in respect of Household Contents insured under this Sub-Section includes Damage in sheds, greenhouses, non communicating summer houses, caravans (stationary on a fixed site at the Home) and outbuildings, caused by any of the Perils (where stated as operative in the Schedule).

Provided that the maximum liability of the Company under this Extension shall not exceed £3,000 in total for all claims or series of claims, arising out of any one original cause.

E Property in Motor Vehicles

The insurance in respect of the Property Insured under this Sub-Section includes such property left in unattended motor vehicles.

Provided that:

- a** such property is not more specifically insured;

- b** all doors, windows and the boot or hatchback, are closed and securely locked; and
- c** the maximum liability of the Company under this Extension shall be the lesser of:
 - i** 5% of the Household Contents Sum Insured; or
 - ii** £2,500,
 in total for all claims or series of claims, arising out of any one original cause.

F Loss of Rent

The Company will pay for additional payments if the Home becomes uninhabitable as a result of Damage by any of the Perils (where stated as operative in the Schedule) for:

- a** rent which the Insured is legally responsible to pay as tenant; and
- b** the reasonable additional cost of comparable alternative accommodation,

but only during the period necessary for reinstatement.

Provided that the maximum liability of the Company under this Extension shall not exceed £10,000 in total for all claims or series of claims, arising out of any one original cause.

G Loss of Oil and Metered Water

Cover for Damage caused by escape of:

- a** metered water from the domestic water systems, heating installations, water mains or domestic appliances; or
- b** oil from any fixed domestic heating installations or oil filled electric radiators,

where insured by this Sub-Section, includes the cost of such:

- i** metered water (calculated at the current rate per cubic metre) consumed; or
- ii** oil,

as a direct result of the escape subject to the amount payable under this Extension not exceeding £10,000 in total for all claims or series of claims, arising out of any one original cause, but excluding Damage while the Home is Unoccupied.

H Fatal Injury

Accidental bodily injury to the Insured caused solely and directly by either:

- a** Fire as defined in Peril 1 (where insured by this Sub-Section); or
- b** violence by thieves occurring during theft or attempted theft,

in the Home, which proves to be fatal within 12 months of such injury.

Provided that the maximum liability of the Company under this Extension shall not exceed £25,000 in total.

I Deep Freezer Contents

Spoilage of food in a domestic freezer at the Home caused by:

- a** a rise or fall in temperature in the freezer as a result of accidental breakdown;
- b** accidental escape of refrigerant or refrigerant fumes from the freezer; or
- c** accidental failure of the supply of electricity to the freezer but excluding:
 - i** any deliberate act or neglect by the Insured; or
 - 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/DVD recorders/players, games consoles and audio equipment in the Home; or
- b** receiving aerials including satellite dishes fixed to the fabric of the buildings of the Home,

but excluding:

- i** articles designed to be portable which are removed from the Home;
- ii** discs, records, cassettes, tapes, DVD's, games or loss of recordings;
- iii** wear and tear, 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 manufacturers' instructions and during removal or installation; or
- v** Damage while the Home is Unoccupied.

K Glass

In the event of Damage to Glass or Sanitary Ware, for which the Insured is responsible, at the Home, occurring during the Period of Insurance, the Company will replace or repair such property or, at its option, pay to the Insured the costs of replacement of such property.

Provided that the Company shall not be liable to replace or pay for the replacement of such property exactly but only as nearly as circumstances permit, but excluding breakage occurring:

- a** when the Home is Unoccupied; or
- b** during installation or removal, of Glass or Sanitary Ware.

L Household Contents Temporarily Removed

The insurance in respect of Household Contents (away from the Home), where insured by this Sub-Section, includes such property whilst:

- 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** a member of the Insured's family is attending college, university or boarding school, in the United Kingdom; or
- c** elsewhere in the United Kingdom,

or in transit by road, rail or inland waterway to or from such locations, but excluding Damage:

- i** by Perils 4 or 5, to property not in a building;
- ii** by Peril 8 unless involving forcible and violent entry to or exit from a building;
- iii** by Peril 8 in respect of Valuables, except where Valuables are specifically stated in the Schedule as being insured; or
- iv** while removed for sale, exhibition or to a furniture depository.

Provided that:

- 1** the maximum liability of the Company under this Extension in respect of a and c above shall not exceed 25% of the Household Contents Sum Insured in the aggregate during any one Period of Insurance;
- 2** the maximum liability of the Company under this Extension in respect of b above shall not exceed 15% of the Household Contents Sum Insured in the aggregate during any one Period of Insurance; and
- 3** such property is not more specifically insured.

M Household Contents Removal

Accidental Damage to Household Contents while in direct transit from the Home for permanent removal to another, home 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:

- a** breakage of glass, china, earthenware or similar brittle articles, unless packed by professional packers;
- b** denting, bruising or scratching of furniture and the like; or
- c** such property more specifically insured.

N Increased Sums Insured for Religious Festivals and Wedding Gifts

The Sum(s) Insured in respect of Property Insured are increased by 10% in each Period of Insurance:

- a** during any month in which the Insured celebrates a religious festival, to cover gifts and food bought for the occasion; and
- b** for a period of one month preceding the wedding day or celebration of the civil partnership or the birth of a child, of the Insured and for a period of one month thereafter.

O Additions

The insurance by this Sub-Section on Farm Home Household Contents includes:

- a** newly acquired fixtures, fittings, fitted appliances and furniture, additions and improvements, to such property but not appreciation in value; and
- b** any such property newly acquired, anywhere in the United Kingdom, the Channel Islands or the Isle of Man, in so far as the same is not otherwise insured.

Provided that:

- i** the maximum liability of the Company under this Extension in respect of all additional acquired fixtures, fittings, fitted appliances and furniture, shall not exceed 25% of the Household Contents Sum Insured;
- ii** the Insured undertakes to advise the Company of the change of risk as soon as practicable and to pay the additional premium required by the Company from its inception date; and
- iii** the provisions of this Extension shall be fully reinstated following advice to the Company of the change in risk.

P Tenants' Liability

- a** Damage to the construction of the Home including structural fixtures and fittings and internal decorations, caused by any of the Perils (where stated as operative in the Schedule); or
- b** accidental Damage to drains, pipes, cables and underground tanks (including their relevant inspection covers), providing services to or extending from the Home to the public supply, for which the Insured is legally responsible as the tenant.

Provided that:

- a** the maximum liability of the Company under this Extension shall not exceed 25% of the Household Contents Sum Insured in the aggregate during any one Period of Insurance; and
- b** such legal responsibility is not more specifically insured.

Q Unrecovered Damages

The indemnity provided by this Sub-Section under Basis of Cover 4: Occupiers' and Personal Liabilities, is extended to indemnify the Insured 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:

- a** there is no appeal outstanding; and
- b** the Insured would have been entitled to payment under this Sub-Section had the Insured's position and the position of the party responsible been reversed; and
- c** the liability of the Company under this Extension shall not increase the limit of liability otherwise stated herein.

Clauses

The following Clauses apply to this Sub-Section 15B (Farm Home Contents).

1 Aggregate Payments for Extensions

Where the cover under any of the Extensions of this Sub-Section and under the Extensions of Section 1: 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: Material Damage.

Where the cover under any of the Extensions of this Sub-Section and under the Extensions of Sub-Section 15A: Farm 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 Sub-Section 15A: Farm Home Buildings.

2 Reinstatement Basis of Settlement

In the event that any Property Insured is subject to Damage, the basis upon which the amount payable under such items is to be calculated shall be the cost of:

- a** repair of property damaged; or
 - b** replacement of property lost or destroyed,
- in either case to a condition substantially the same as but not better or more extensive than its condition when new and subject to the Provisions set out below.

Provisions

- 1** No payment beyond the amount which would have been payable had this Clause not been operative shall be made unless all necessary repairs or replacements are commenced and carried out with reasonable despatch.
- 2** 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 indemnify the Insured for individual damaged items and not undamaged companion pieces.
- 3** A deduction for wear and tear or depreciation will be made where:
 - a** any item of household linen or clothing is over 2 years old;
 - b** pedal cycles are over 5 years old; or
 - c** the Sum Insured is less than the total cost of replacing as new the Household Contents.

4 In the event that:

- a** pedal cycles are over 5 years old; or
 - b** the Sum Insured is less than the total cost of replacing as new the Household Contents,
- the Company will at its option:
- i** pay the cost of reinstating the Damage less an allowance for any wear and tear or betterment; or
 - ii** proportionately reduce any payment.

3 Reinstatement of Losses

Unless written notice to the contrary is given by either the Company or the Insured, the Sums Insured (or any other stated limit of liability) under this Sub-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 (as stated in the Schedule).

This Clause does not apply where the Sum Insured (or any other stated limit of liability) is applied as a maximum in any one Period of Insurance.

4 Index Linking

The Sum Insured for Household Contents is subject to Index Linking as defined in the General Definitions.

Conditions

The following Conditions apply to this Sub-Section 15B (Farm Home Contents).

1 Sum Insured

The Sum(s) Insured for Household Contents by this Sub-Section 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.

2 Proof of Value

It is a condition precedent to the liability of the Company that the Insured shall, in the event of Damage to any one article or pair or set of articles, where the value exceeds £3,000, provide to the Company a valuation or other such proof as the Company may request before any payment can be made.

3 Storage of Licensed Firearms

It is a condition precedent to the liability of the Company that the Insured must store any licensed firearms and/or shotguns when not in use in a secure, locked cabinet.

4 Intruder Alarm

This Condition is only operative if the Intruder Alarm Condition appears under Section Endorsements in the Schedule for this Sub-Section.

The following Definitions apply to this Condition and are in addition to the General Definitions and the Section Definitions.

Intruder Alarm System

The component parts including the means of communication used to transmit signals.

Alarmed Home

The Home or those portions of the Home, protected by the Intruder Alarm System.

Responsible Person

The Insured or any person authorised by the Insured to be responsible for the security of the Home.

Keyholder

The Insured, or any person or keyholding company authorised by the Insured, who is available at all times to accept notification of faults or alarm signals, relating to the Intruder Alarm System, attend and allow access to the Home.

It is a condition precedent to the liability of the Company in respect of Damage caused by theft or any attempt thereat, involving entry to or exit from the Home by forcible and violent means, that:

- 1 the Home is protected by an Intruder Alarm System installed as agreed with the Company;
- 2 the Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the intruder alarm installers or other installers/engineers as agreed with the Company;
- 3 no alteration to or substitution of:
 - a any part of the Intruder Alarm System;
 - b the procedures agreed with the Company for police or any other response to any activation of the Intruder Alarm System; or
 - c the maintenance contract,
 shall be made without the agreement of the Company;

- 4 the Alarmed Home shall not be left without at least one Responsible Person therein without the agreement of the Company:
 - a unless the Intruder Alarm System is set in its entirety with the means of communication used to transmit signals in full operation; or
 - b if the police have withdrawn their response to alarm calls;
- 5 all keys to the Intruder Alarm System are removed from the Buildings at the Premises when they are left unattended;
- 6 the Insured maintains secrecy of codes for the operation of the Intruder Alarm System and no details of same are left in the Home;
- 7 the Insured shall appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company and/or police authorities;
- 8 in the event of notification of any activation of the Intruder Alarm System or interruption of the means of communication, during any period that the Intruder Alarm System is set, a Keyholder shall:
 - a attend the Home as soon as reasonably possible;
 - b inspect the Home for any signs of break-in or disturbance; and
 - c subject to condition 4 of this Condition, reset the Intruder Alarm System in its entirety with the means of communication used to transmit signals in full operation; and
- 9 in the event of the Insured receiving any notification:
 - a that police attendance in response to alarm signals/call from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed;
 - b from a local authority or magistrate imposing any requirement for abatement of nuisance; or
 - c that the Intruder Alarm System cannot be returned to or maintained in full working order,
 the Insured shall advise the Company as soon as possible and in any event not later than 10.00am on the Company's next working day and comply with any subsequent requirements stipulated by the Company.

Excess

This Sub-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 for Damage caused by any of the Perils 1 to 10.

Where Damage affects more than one item of Property Insured under this Section, only the one item Excess shall be deemed to apply. Where there are different Excesses applicable for any specific Peril, the claim will be subject to the highest of the Excesses applying to the said items.

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 Sub-Section 15B (Farm Home Contents) in respect of:

- 1 Damage to contact or corneal lenses, motor vehicles, caravans, camping equipment, watercraft, aircraft or animals (unless otherwise insured by this Sub-Section);
- 2 Property or legal liability more specifically insured;
- 3 Property left in an unattended motor vehicle unless all doors, windows and the boot or hatchback, are closed and securely locked;
- 4 any wilful or malicious acts by the Insured;
- 5 Damage to any one article or pair or set of articles with a value in excess of that specified in the Schedule;
- 6 Damage to pedal cycles:
 - a by theft if left unattended anywhere other than at the Home unless immobilised by a security device; or
 - b when being used for or practising for, racing, pacemaking or time trials;
- 7 Damage to Sports Equipment whilst in use;
- 8 Damage caused by or resulting from:
 - a riot, civil commotion or strikes outside the Territorial Limits;
 - b wear and tear (but not as a result of this to a clasp, setting or the like), the action of light or atmosphere or any other gradually operating cause, moths, vermin or insects;
 - c misuse or use contrary to manufacturers' instructions or interference with any component part;
- d any process of cleaning, dyeing, restoring, adjusting or repairing; or
- e corrosion, dampness, dryness, wet or dry rot, marring, scratching, bruising or deterioration;
- 9 Damage to any item arising from its own mechanical, electrical or electronic breakdown or derangement or from adjustment, maintenance or repair;
- 10 any amount for loss of Personal Money:
 - a by shortages due to errors, omission or depreciation in value; or
 - b where any loss is not reported to the police within 24 hours of discovery;
- 11 any amount for loss of Credit Cards:
 - a where the loss of the cards is not reported to the police and the issuing authority within 24 hours of discovery; or
 - b losses after the issuing authority have been notified;
- 12 erasure or distortion of information, on computer systems or other records;
- 13 Damage by confiscation or detention, by Customs or other officials or authorities;
- 14 Damage following dishonesty or fraudulent action by any person lawfully at the Home; or
- 15 Damage by chewing, scratching, tearing or fouling, by domestic pets.

Liability Exclusions

In respect of Basis of Cover 4: Occupiers' and Personal Liabilities, the Company shall not be liable in respect of:

- 16 the cost of replacing or making good faulty, defective or incorrect workmanship;
- 17 legal 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 or foot propelled watercraft, sailboards or surfboards in respect of an Occurrence elsewhere in the world and happening in connection with the Insured's liability as a private individual;
 - b mechanically propelled vehicle (or trailer attached thereto) licensed for road use, other than legal liability caused by or arising from the use of:
 - i domestic gardening equipment;
 - ii disability mobility equipment; or
 - iii golf carts or buggies,

in respect of an Occurrence in and around the Home and happening in connection with the Insured's liability solely as occupier and not as owner of the Home,

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;

- c** aircraft including models and drones;
- d** animals other than domestic cats, dogs and horses (when being used for private purposes only) but excluding racing, steeple chasing, polo playing or hunting in respect of an Occurrence elsewhere in the world and happening in connection with the Insured's liability as a private individual;
- e** firearms other than sporting guns in respect of an Occurrence elsewhere in the world and happening in connection with the Insured's liability as a private individual; or
- f** dogs referred to in the Dangerous Dogs Act 1991;

18 legal liability arising from:

- a** any professional or business purposes;
- b** malpractice of any nature, by the Insured or on the Insured's behalf;
- c** the sale, supply or administration of drugs, medicines, chemicals or medical supplies or equipment of any kind, by the Insured or on the Insured's behalf;
- d** any treatment used, practised or performed by the Insured or on the Insured's behalf, other than when performing first aid; or
- e** any surgical operation or medical procedure performed by the Insured or on the Insured's behalf;

19 legal liability for Bodily Injury caused to any Employee (other than domestic staff in their performance of household duties) arising out of and in the course of such person's employment or engagement with the Insured;

20 legal liability for Damage to Property belonging to or in the charge of or under the control of the Insured;

21 legal liability assumed by the Insured under agreement which would not have attached in the absence of such agreement;

22 the ownership or occupation of land or buildings other than the Home;

23 the transmission of any communicable disease, other than Bodily Injury contracted by any person under a contract of service with the Insured, when such Bodily Injury arises out of and in the course of their employment by the Insured as domestic staff;

24 any action brought against the Insured other than in any court or tribunal subject to the laws of England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man; or

25 Bodily Injury to the Insured.

Section 15C: Family Legal Protection

Claims under this Sub-Section are administered and managed by DAS on behalf of the Company.

The Company will cover the Insured Person in respect of any Insured Incident arising in accordance with the terms, definitions, conditions, exclusions and limitations set out in this Sub-Section.

Provided that:

- a** Reasonable Prospects exist for the duration of the claim;
- b** the Date of Occurrence of the Insured Incident is during the Period of Insurance;
- c** any legal proceedings will be dealt with by a court, or other body which the Company agrees to, within the Territorial Limits; and
- d** the Insured Incident happens within the Territorial Limits.

What the Company will pay:

The Company will pay an Appointed Representative, on the Insured Person's behalf, Costs and Expenses incurred following an Insured Incident, provided that:

- a** the most the Company will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is the Indemnity Limit stated in the Schedule;
- b** the most the Company will pay in Costs and Expenses is no more than the amount DAS would have paid to a Preferred Law Firm. The amount the Company will pay a law firm (where acting as an Appointed Representative) is currently £100 per hour. This amount may vary from time to time;
- c** in respect of an appeal or the defence of an appeal, the Insured Person must tell DAS within the time limits allowed that the Insured Person wants to appeal. Before the Company pays the Costs and Expenses for appeals, DAS must agree that Reasonable Prospects exist;
- d** for an enforcement of judgment to recover money and interest due to an Insured Person after a successful claim under this Sub-Section, DAS must agree that Reasonable Prospects exist; and
- e** where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most the Company will pay in Costs and Expenses is the value of the likely award.

What the Company will not pay:

- a** In the event of a claim, if the Insured Person decides not to use the services of a Preferred Law Firm, the Insured Person will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by the Company.

- b** The first £250 of any claim for legal nuisance or trespass.

If the Insured Person is using a Preferred Law Firm, the Insured Person will be asked to pay this within 21 days of the Insured Person's claim having been assessed as having Reasonable Prospects. If the Insured Person is using their own law firm, this will be within 21 days of their appointment (following confirmation the Insured Person's claim has Reasonable Prospects). If the Insured Person does not pay this amount the cover for the Insured Person's claim could be withdrawn.

Making a Claim

Important information

Please do not ask for help from a lawyer, accountant or anyone else before DAS has agreed that the Insured Person should do so, otherwise the Company will not pay the costs involved even if DAS accepts the claim.

Reporting the claim

Please refer to the Helpline Services section at the back of this Sub-Section for the legal advice services which are available. (Please note that the Helpline Services provided at the front of this Policy are applicable to Section 14: Commercial Legal Protection.)

If the issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this Sub-Section of the Policy:

- call DAS on **0117 934 2123**, available 24 hours a day, 7 days a week.
- have the policy number ready for when DAS ask for details about the claim.
- when phoning, the Insured Person should tell DAS that they are an NIG FarmWeb policyholder.

DAS will assess the claim

- To check the claim is covered by the policy.
- If it is covered, it will be sent to a lawyer who specialises in that type of claim.
- DAS will provide the Insured Person with a claim reference number.
- At this point DAS will not be able to confirm if an Insured Person is covered but DAS will pass the information the Insured Person has provided to the claims-handling teams and explain what to do next.

The lawyer will

- Assess the case and tell the Insured Person how likely it is that the claim will succeed.

If the Insured Person is more likely than not to win, the lawyer will

- Manage the case from start to finish.

Please note this is an overview of the claims process for guidance purposes only. DAS' claims handlers can answer any questions the Insured Person may have when they receive the claim. Alternatively, the Insured Person can visit www.das.co.uk/legal-protection/how-to-claim.

Definitions

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

Appointed Representative

The Preferred Law Firm, law firm, accountant or other suitably qualified person DAS will appoint.

Costs and Expenses

- a** All reasonable and necessary costs charged by the Appointed Representative and agreed by DAS in accordance with the DAS Standard Terms of Appointment.
- b** 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.

DAS

DAS Legal Expenses Insurance Company Limited.

DAS Standard Terms of Appointment

The terms and conditions (including the amount the Company will pay to an Appointed Representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting as an Appointed Representative the amount is currently £100 per hour. This amount may vary from time to time.

Date of Occurrence

- a** For civil cases (other than as specified under **c** below), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date the Insured Person first became aware of it.)
- b** For criminal cases, the date the Insured Person began, or are alleged to have begun, to break the law.
- c** For Insured Incident 6 Tax Protection, the date when HM Revenue & Customs or equivalent bodies in the Isle of Man or the Channel Islands first notifies the Insured Person in writing of its intention to make an enquiry.

Identity Theft

The theft or unauthorised use of the Insured Person's personal identification which has resulted in the criminal use of the Insured Person's identity.

Insured Person

The person who has taken out this Sub-Section (the Insured) and any member of their family who always lives with them. This includes students temporarily living away from home and unmarried partners. Anyone claiming under this Sub-Section must have the Insured's agreement to claim.

Period of Insurance

Notwithstanding the Policy General Definition, for the purposes of this Sub-Section, Period of Insurance shall mean the period for which the Company has agreed to cover the Insured Person and for which the Insured shall pay and the Company shall accept the Insured's premium.

Preferred Law Firm

A law firm or barristers' chambers that DAS choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with the Insured Person's claim and must comply with the DAS agreed service standard levels, which DAS audit regularly. They are appointed according to the DAS Standard Terms of Appointment.

Reasonable Prospects

For civil cases, the prospects that the Insured Person will recover losses or damages (or obtain any other legal remedy that DAS have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. DAS, or a Preferred Law Firm on their behalf, will assess whether there are reasonable prospects.

Territorial Limit

For Insured Incidents 2 Contract Disputes and 3 Personal Injury, the United Kingdom, the European Union, the Channel Islands, the Isle of Man, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other Insured Incidents:

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

Insured Incidents

1 Employment Disputes

A dispute relating to the Insured Person's contract of employment.

For the purposes of this Insured Incident, a dispute is deemed to have occurred once all employer's disciplinary hearings and internal grievance procedures have been completed.

What is not covered:

A claim relating to the following:

- a** Any claim relating solely to personal injury (please refer to Insured Incident 3 Personal Injury); or
- b** A settlement agreement whilst the Insured Person is still employed.

2 Contract Disputes

A dispute arising from an agreement or an alleged agreement which the Insured Person has entered into in a personal capacity for:

- a** buying or hiring in goods or services; or
- b** selling goods.

Provided that:

- a** the Insured Person must have entered into the agreement or alleged agreement during the Period of Insurance; and
- b** the amount in dispute must be more than £125 (including VAT).

What is not covered:

A claim relating to the following:

- a** Construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT);
- b** The settlement payable under an insurance policy (disputes relating to insurers refusing claims under a policy are covered but not disputes over the amount of a claim);
- c** A dispute arising from any loan, mortgage, pension, investment or borrowing;
- d** A dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, the Company will cover a dispute with a professional advisor in connection with these matters; or
- e** A motor vehicle owned by, or hired or leased to the Insured Person.

3 Personal Injury

A specific or sudden accident that causes the Insured Person's death or bodily injury to the Insured Person.

Please note that DAS will not defend the Insured Person's legal rights but will cover the defence of a counter-claim.

What is not covered:

A claim relating to the following:

- a** Illness or bodily injury that happens gradually;
- b** Psychological injury or mental illness, unless the condition follows a specific or sudden accident that has caused physical bodily injury to the Insured Person; or
- c** Clinical negligence (please refer to Insured Incident 4 Clinical Negligence).

4 Clinical Negligence

An identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to an Insured Person.

What is not covered:

A claim relating to the following:

- a** The failure or alleged failure to correctly diagnose an Insured Person's condition; or
- b** Psychological injury or mental illness that is not associated with the Insured Person having suffered physical bodily injury;

5 Property Protection

A civil dispute relating to an Insured Person's principal home, or personal possessions, that an Insured Person owns, or is responsible for, following:

- a** an event which causes physical damage to such property but the amount in dispute must be more than £125 (including VAT);
- b** a legal nuisance (meaning any unlawful interference with an Insured Person's use or enjoyment of an Insured Person's land, or some right over, or in connection with it); or
- c** a trespass.

Please note that DAS will not defend the Insured Person's legal rights but will cover the defence of a counter-claim.

Provided that an Insured Person must have, or there must be Reasonable Prospects of establishing that the Insured Person has, the legal ownership or right to the land or personal possessions that are the subject of the dispute.

What is not covered:

- a** A claim relating to the following:
 - i** A contract entered into by the Insured Person;
 - ii** Any building or land except the Insured Person's main home;
 - iii** Someone legally taking an Insured Person's

property from an Insured Person, whether an Insured Person is offered money or not, or restrictions or controls placed on an Insured Person's property by any government or public or local authority;

- iv Work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage;
- v Mining subsidence;
- vi Adverse possession (the occupation of any land or building by anyone trying to take possession from the Insured Person or of which the Insured Person is trying to take possession); or
- vii The enforcement of a covenant by or against the Insured Person; or

- b The first £250 of any claim for legal nuisance or trespass. If the Insured Person is using a Preferred Law Firm, the Insured Person will be asked to pay this within 21 days of the Insured Person's claim having been assessed as having Reasonable Prospects. If the Insured Person is using the Insured Person's own law firm, this will be within 21 days of their appointment (following confirmation of the Insured Person's claim having Reasonable Prospects). If the Insured Person does not pay this amount, the cover for the Insured Person's claim could be withdrawn.

6 Tax Protection

A comprehensive examination by HM Revenue & Customs that considers all areas of an Insured Person's self-assessment tax return, but not enquiries limited to one or more specific area.

What is not covered:

- a Any claim if the Insured Person is self-employed, a sole trader or in a business partnership.
- b An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.

7 Jury Service and Court Attendance

An Insured Person's absence from work:

- a to attend any court or tribunal at the request of the Appointed Representative;
- b to perform jury service; or
- c to carry out activities specified in an Insured Person's identity theft action plan under Insured Incident 9 Identity Theft Protection.

The maximum the Company will pay is an Insured Person's net salary or wages for the time that an Insured Person is absent from work less any amount the court gives an Insured Person.

What is not covered:

Any claim for loss the Insured Person is unable to prove.

8 Legal Defence

Costs and Expenses to defend an Insured Person's legal rights if an event arising from an Insured Person's work as an Employee leads to:

- a an Insured Person being prosecuted in a court of criminal jurisdiction; and/or
- b civil action being taken against an Insured Person under:
 - i discrimination legislation; and/or
 - ii data protection legislation.

What is not covered:

Any claim:

- a relating to the Insured Person driving a motor vehicle; or
- b resulting from hacking (unauthorised access) or other type of cyber attack affecting stored personal data.

9 Identity Theft Protection

- 1 Following a call to the Identity Theft helpline service, a personal caseworker will be assigned who will provide advice and a personal action plan to help regain the Insured Person's identity.

- 2 If an Insured Person becomes a victim of Identity Theft, the Company will pay:

- a the costs incurred for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt collection agencies; and
- b the cost of replacement documents to help restore the Insured Person's identity and credit status.

- 3 Following the Insured Person's Identity Theft, the Company will pay:

- a Costs and Expenses to reinstate the Insured Person's identity, including costs for the signing of statutory declarations or similar documents;
- b Costs and Expenses to defend the Insured Person's legal rights in a dispute with debt collectors or any party taking legal action

against the Insured Person, arising from or relating to Identity Theft; and

- c** loan-rejection fees and any re-application administration fee for a loan when the Insured Person's original application has been rejected.

Provided that the Insured Person:

- a** notifies their bank or building society as soon as possible;
- b** informs DAS of any previously suffered Identity Theft; and
- c** has taken all reasonable action to prevent continued unauthorised use of their identity.

What is not covered:

A claim relating to the following:

- a** Fraud committed by anyone entitled to make a claim under this Sub-Section; or
- b** Losses arising from the Insured Person's business activities.

Conditions applicable to this Sub-Section

The following Conditions apply to this Sub-Section.

1 Insured Person's Legal Representation

- a** On receiving a claim, if legal representation is necessary, DAS will appoint a Preferred Law Firm as an Insured Person's Appointed Representative to deal with an Insured Person's claim. They will try to settle the Insured Person's claim by negotiation without having to go to court.
- b** If the appointed Preferred Law Firm cannot negotiate settlement of an Insured Person's claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then an Insured Person may choose a law firm to act as the Appointed Representative.
- c** If an Insured Person chooses a law firm as their Appointed Representative who is not a Preferred Law Firm, DAS will give an Insured Person's choice of law firm the opportunity to act on the same terms as a Preferred Law Firm. However, if they refuse to act on this basis, the most the Company will pay is the amount the Company would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount the Company will pay a law firm (where acting as the Appointed Representative) is currently £100 per hour. This amount may vary from time to time.

- d** The Appointed Representative must cooperate with DAS at all times and must keep DAS up to date with the progress of the claim.

2 Insured Person's Responsibilities

- a** An Insured Person must co-operate fully with DAS and the Appointed Representative.
- b** An Insured Person must give the Appointed Representative any instructions that DAS ask an Insured Person to.

3 Offers to Settle a Claim

- a** An Insured Person must tell DAS if anyone offers to settle a claim. An Insured Person must not agree to any settlement without DAS' written consent.
- 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** The Company may decide to pay an Insured Person the reasonable value of an Insured Person's claim, instead of starting or continuing legal action. In these circumstances an Insured Person must allow the Company to take over and pursue or settle any claim in an Insured Person's name. An Insured Person must also allow the Company to pursue at the Company's own expense and for the Company's own benefit, any claim for compensation against any other person and an Insured Person must give the Company all the information and help the Company need to do so.

4 Assessing and Recovering Costs

- a** An Insured Person must instruct the Appointed Representative to have legal costs taxed, assessed or audited if the Company ask for this.
- b** An Insured Person must take every step to recover Costs and Expenses, court and jury service attendance expenses, that the Company have to pay and must pay the Company any amounts that are recovered.

5 Cancelling an Appointed Representative's Appointment

If the Appointed Representative refuses to continue acting for an Insured Person with good reason, or if an Insured Person dismisses the Appointed Representative without good reason, the cover the Company provide will end immediately, unless DAS agree to appoint another Appointed Representative.

6 Withdrawing Cover

If an Insured Person settles or withdraws a claim without DAS' agreement, or does not give suitable instructions to the Appointed Representative, the Company can withdraw cover and will be entitled to reclaim from an Insured Person any Costs and Expenses the Company have paid.

7 Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through DAS' internal complaints procedure, the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

If the dispute is not covered by the Financial Ombudsman Service, there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, DAS will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

8 Expert Opinion

DAS may require an Insured Person to get, at an Insured Person's own expense, an opinion from an expert that DAS consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by DAS and the cost agreed in writing between an Insured Person and DAS. Subject to this, the Company will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that an Insured Person will recover damages (or obtain any other legal remedy that DAS have agreed to) or make a successful defence.

9 Law that Applies

This Sub Section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the Insured Person normally lives. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this Sub Section include equivalent laws in Scotland, Northern Ireland, the Channel Islands and the Isle of Man as appropriate.

10 Keeping to the Terms of this Sub-Section

Where there is any conflict between the General Definitions, General Conditions, Claims Conditions or General Exclusions, of this Policy, and the terms,

definitions, conditions and exclusions, under this Sub-Section, the interpretation under this Sub-Section shall take precedence.

An Insured Person must:

- a** keep to the terms, definitions, conditions and exclusions, of this Sub-Section;
- b** take reasonable steps to avoid and prevent claims;
- c** take reasonable steps to avoid incurring unnecessary costs;
- d** send everything DAS ask for, in writing; and
- e** report to DAS full and factual details of any claim as soon as possible and give DAS any information DAS need.

11 Other insurances

Notwithstanding Claims Condition 6 under this Policy, if any claim covered under this Sub-Section is also covered by another policy, or would have been covered if this Sub-Section did not exist, the Company will only pay the Company's share of the claim even if the other insurer refuses the claim.

Exclusions applicable to this Sub-Section

The Company shall not be liable under this Sub-Section for:

- 1** a claim in which the Insured Person has failed to report to DAS an Insured Incident, within a reasonable time of it happening and, where this failure adversely affects the Reasonable Prospects of a claim or DAS consider their position has been prejudiced.
- 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.
- 4** 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.
- 5** any claim relating to written or verbal remarks that damage the Insured Person's reputation.
- 6** a dispute with DAS not otherwise dealt with under Condition 7 applicable to this Sub-Section.
- 7** Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
- 8** any claim where the Insured Person is not represented by a law firm, barrister, or tax expert.

Helpline Services

The following helpline services are provided which the Insured Person may use while this Sub-Section is operative:

DAS on behalf of NIG provide UK-based call centre helpline services 24 hours a day, 7 days a week during the Period of Insurance unless otherwise stated. To help DAS check and improve service standards, calls may be recorded. When phoning, the Insured Person should tell DAS they are an NIG FarmWeb policyholder.

DAS will not accept responsibility if the telephone helpline services operated by them are unavailable for reasons they cannot control.

Legal Advice Service

0117 934 2123

DAS will give an Insured Person confidential legal advice over the phone on any personal legal problem, under the laws of the United Kingdom, the European Union, the Channel Islands, the Isle of Man, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am–5pm, Monday to Friday, excluding public and bank holidays. For calls outside these times, a message will be taken and a return call arranged within the operating hours.

Tax Advice

0117 934 2123

DAS will offer confidential advice over the phone on personal tax matters in the UK.

Tax advice is provided by tax advisors 9am–5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, a message will be taken and a return call arranged within the operating hours.

Health & Medical Information Service

0117 934 2123

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

Health and medical information is provided by a medically qualified person 9am–5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, a message will be taken and a return call arranged within the operating hours.

Identity Theft Advice Service

0344 848 7071

This helpline is open from 8am to 8pm, 7 days a week.

If the Insured Person is resident in the United Kingdom or the Channel Islands, DAS will provide an Insured Person with detailed guidance and advice over the phone about being or becoming a victim of Identity Theft.

Counselling Service

0117 934 2123

DAS will provide an Insured Person with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary or professional services. The Insured Person will pay any costs for using the services to which DAS refer.

This helpline is open 24 hours a day, 7 days a week.

DAS Householdlaw

The DAShouseholdlaw service provides useful legal advice and guidance for dealing with legal issues. To access DAShouseholdlaw, the Insured Person will need to visit **www.dashouseholdlaw.co.uk**. The Insured Person can purchase legal documents from the site, ranging from simple consumer complaint letters to wills.

Please note that, if the Insured Person has a specific problem or dispute, the Insured Person should always contact the Legal Advice helpline for assistance. See above for details.

How to make a complaint

DAS will always try to give a high quality service. If the Insured Person thinks that DAS has let them down, they can contact DAS by:

- phoning **0344 893 9013**.
- emailing **customerrelations@das.co.uk**.
- writing to the Customer Relations Department at:
DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side,
Temple Back,
Bristol BS1 6NH
- completing the DAS online complaint form at **www.das.co.uk/about-das/complaints**.

Further details of the DAS internal complaint-handling procedures are available on request.

If the Insured Person is not happy with the complaint outcome or if DAS have been unable to respond to the Insured Person's complaint within 8 weeks, the Insured Person may be able to contact the Financial Ombudsman Service for help.

They can be contacted by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**.
- emailing:
complaint.info@financial-ombudsman.org.uk.
- writing to:
The Financial Ombudsman Service,
Exchange Tower,
London E14 9SR

Further information is available on their website:

www.financial-ombudsman.org.uk.

Using this service does not affect the Insured's right to take legal action.

Data Protection

DAS holds data in accordance with the current Data Protection Regulations and Legislation.

DAS Legal Expenses Insurance Company Limited (DAS) Group will use any personal information, including personal sensitive information as defined in the Data Protection Act 2018, for the purpose of dealing with the Insured Person's claim. It will also be used, if required, for the purpose of administering and underwriting your policy, for giving advice and assistance, and to update DAS Group records.

For full information on how DAS will process your data please visit: **www.das.co.uk/legal/privacy-statement**.

DAS Regulatory Information

DAS Head and Registered Office:

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

Registered in England and Wales. Company Number 103274.

Website: **www.das.co.uk**

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Financial Services Compensation Scheme

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

Important Information

The Insured's 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.

The Company will return any premium paid in accordance with General Condition 5 Cancellation.

Cancellation

If you wish to cancel the contract at any other time, please contact the broker, intermediary or agent, who arranged the Policy. Any return of premium will be made in accordance with the General Condition 5 Cancellation.

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:

Customer Relations Manager,
NIG
Churchill Court, Westmoreland Road,
Bromley BR1 1DP

Email: complaints@nig-uk.com.

Please ensure that you quote your policy number in all correspondence.

Details of NIG's complaints procedures including information on what you should expect in response to your complaint can be found on NIG's website at www.nig.com/contact-us/complaints.

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:

The Financial Ombudsman Service
Exchange Tower,
London E14 9SR
Telephone: **0800 023 4567** or **0300 123 9123**.

Their website also has a great deal of useful information: www.financial-ombudsman.org.uk.

Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810.

The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on **0800 111 6768**. The Prudential Regulation Authority website can be visited at www.bankofengland.co.uk/pru, or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

Financial Services Compensation Scheme

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.

Whoever you are contacting, please always quote your Policy number as it will help your enquiry or complaint to be dealt with promptly.





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Insurance for the farmer