



**H&H**  
**Smallholder Protect**





# H&H Smallholder Protect Policy Wording

H&H Smallholder Protect is underwritten by iFarm Underwriting. iFarm offers a range of specialist insurance products to meet the needs of businesses and are passionate about providing exceptional service to you when you need it. iFarm's specialist expertise and passion is supported by our partnership with leading insurers and this **Policy** is a contract between **You** and the insurers (**Us**) as declared in the **Schedule**.

iFarm Underwriting is a trading name of Imperium Insurance Management Ltd (IIM), authorised and regulated by the Financial Conduct Authority (FCA), Firm Reference Number 617085. IIM is an Appointed Representative of Direct Insurance Group Plc, authorised and regulated by the Financial Conduct Authority, Firm Reference Number 306080.

**You** can check the FCA website at [www.fca.org.uk](http://www.fca.org.uk) which includes a register of all the firms they regulate.

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# Important Information

## How to make a claim

If **You** need to make a claim on **Your** policy please check the coverage and then contact **Your** Insurance Adviser. If for any reason **You** cannot contact **Your** Insurance Adviser please contact iFarm at:

<b>Claim Notification Company:</b>	Crawford and Company
<b>Telephone:</b>	01604 672400 or 01604 672430
<b>Out of Hours:</b>	0141 229 7500 or 07392 868014
<b>Email:</b>	claims@ifarmunderwriting.co.uk
<b>Address:</b>	70 Mark Lane London EC3R 7NQ

## Our claims helpline is available 24 hours a day, 7 days a week

Please note when making a claim, **You** must follow the Claims Condition under **Your** policy as defined under General Condition 3) Claims, or Section 7, Claims Conditions, as applicable.

In respect of legal expenses cover **You** should - as soon as **You** are aware of an incident - call the 24 hour Legal Advice helpline below to get legal advice without delay (quoting **Your** policy number).

<b>Claim Notification Company:</b>	Arc Legal Assistance Ltd
<b>Email:</b>	claims@arclegal.co.uk
<b>Advice Line Tel.</b>	0344 770 1040
<b>Address:</b>	Arc Legal Assistance Ltd PO Box 8921 Colchester CO4 5YD

## How to make a complaint

If **You** need to make a complaint please refer to the Complaints Procedure section at the end of **Your Policy** wording.

# Policy Information

This iFarm Focus Insurance **Policy** is between **You** and **Us** as declared in the **Schedule**.

This document, the **Schedule** and any attached **Endorsements** is the **Policy** which sets out this insurance. It should be read as one document. It is a legal contract, so please read all of it carefully and make sure it meets **Your** needs and that **You** understand it.

If **You** have any questions about these documents, please contact **Your** Insurance Adviser who will be pleased to help **You**. Words in **bold** type face used in this document, other than in the headings, have specific meanings attached to them as set out in the Definitions Section.

## Policy period and premium

**We** will, in consideration of the payment of the premium and for the **Period of Insurance**, provide insurance in accordance with the sections of the **Policy** shown as 'operative' in the **Schedule**, subject to the conditions, exceptions and **Endorsements** of the **Policy**. This insurance is renewable provided **we** agree to accept **Your** premium for any subsequent **Period of Insurance**.

**We** will cover **You** under those Sections shown in the **Schedule** where an amount (or "As shown in the **Policy** wording") is inserted during any **Period of Insurance** for which **We** have accepted **Your** premium provided all the terms and conditions of the **Policy** are met.

If **You** are not satisfied with the cover provided by this **Policy**, please return the documents to **Your** Insurance Adviser within 14 days of receiving them. As long as **We** have not paid a claim, **We** will return any premium **You** have paid, as detailed further in the General Conditions of this **Policy**.

## Language and Law applicable to the Contract

This insurance is written in English and all communications about it will be in English. Unless **We** have agreed otherwise with **You**, this contract is governed by English law.

This is a legal document and should be kept in a safe place.

## Conditions Precedent

This **Policy** contains a number of Conditions Precedent. **We** will not pay for any claim if **You** do not comply with any part of any condition which makes payment of a claim conditional upon compliance with it (Condition Precedent) except that where the condition concerned:

- operates only in connection with particular premises or locations, **We** will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition;

- b) operates only at particular times, **We** pay for any claim where **You** show on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred;
- c) would, if complied with, tend to reduce particular types of injury, loss, damage or, as the context may require liability, **We** will pay for any claim where **You** show on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred.

## Definitions

<b>The Company/Our/Us/We</b>	The Insurer detailed in the <b>Schedule</b> .
<b>The Insured/You/Your</b>	The person, people or the company shown as insured in the <b>Schedule</b> .
<b>Your Family</b>	<b>Your</b> husband, wife, civil partner, children and any other person permanently living with <b>You</b>
<b>Agricultural Buildings</b>	<p>Any building used for agricultural or horticultural purposes including the interior decorations, landlords fixtures and fittings within the buildings and walls, gates and fences around and pertaining to the buildings, all owned by <b>You</b> or for which <b>You</b> are legally responsible.</p> <p><b>Agricultural Buildings</b> does not include glasshouses (other than greenhouses up to a maximum value of £2,000 in total), refrigerated stores, pig arcs, calf huts, polytunnels and any other moveable or portable structures unless specified.</p>
<b>Asbestos</b>	Shall mean crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals. <b>Asbestos</b> dust shall mean fibres or particles of <b>Asbestos</b> . <b>Asbestos</b> material or asbestos containing materials shall mean any material containing <b>Asbestos</b> or asbestos dust.
<b>Bodily Injury</b>	Death, physical injury, illness, disease, mental injury and mental anguish.
<b>Building(s)</b>	<p>The <b>Buildings</b> at <b>Your Premises</b>, including:</p> <ul style="list-style-type: none"> <li>a) landlords fixtures and fittings in or on <b>Your Premises</b>;</li> <li>b) domestic outbuildings, extensions, annexes, garages;</li> <li>c) boundary walls, gates and fences forming part of the <b>Building(s)</b> itself;</li> <li>d) roads, pavements, yards, car parks, car ports, patios and terraces;</li> <li>e) underground pipes and cables belonging to <b>You</b> or for which <b>You</b> are responsible;</li> <li>f) tenants' improvements for which <b>You</b> are responsible for as owner of the <b>Building</b> and situated at the <b>Premises</b>;</li> <li>g) the <b>Shop Front</b> unless insured under a separate item.</li> </ul>
<b>Business</b>	<p>The <b>Business</b> stated in the <b>Policy Schedule</b> including:</p> <ul style="list-style-type: none"> <li>a) exhibiting <b>Livestock</b> at registered agricultural shows and/or events held within the <b>Territorial Limits</b>;</li> <li>b) retail sales of associated agricultural produce at gate and/or farmers' markets, unless the produce has been processed;</li> </ul>

	<ul style="list-style-type: none"> <li>c) camping/caravan site with up to 10 pitches;</li> <li>d) DIY Livery for up to 6 horses;</li> <li>e) bed and breakfast;</li> <li>f) school visits and/or farm open days other than open farms or tourist attractions;</li> <li>g) hiring out of <b>Your Livestock</b> for stud purposes excluding horses;</li> <li>h) sale of hay and straw, grown by <b>You</b> for animal feed purposes;</li> <li>i) private shoots up to a maximum of 10 days per year not advertised or operated for profit;</li> <li>j) agricultural contracting (excluding crop spraying) for which <b>You</b> do not receive a fee.</li> </ul>
<b>Claimant's Costs</b>	<b>Costs and Expenses</b> incurred by a claimant or in relation to a claim against <b>You</b> .
<b>Costs and Expenses</b>	<p>Shall mean:</p> <ul style="list-style-type: none"> <li>a) <b>Claimant's Costs</b>;</li> <li>b) <b>Defence Costs</b>;</li> <li>c) <b>Prosecution costs</b>.</li> </ul>
<b>Damage</b>	Physical loss or destruction of or damage to tangible property caused by a specified peril.
<b>Declared Value</b>	<p><b>Your</b> assessment of the cost of reinstating each item or property at the start of the <b>Period of Insurance</b>. The <b>Declared Value</b> should include an allowance for:</p> <ul style="list-style-type: none"> <li>a) any additional cost of reinstatement to comply with the requirements of the public authorities or European Union;</li> <li>b) professional fees; and</li> <li>c) debris removal costs.</li> </ul>
<b>Defence Costs</b>	<b>Costs and Expenses</b> incurred with <b>Our</b> written consent in respect of any claim which <b>We</b> have agreed to pay under this <b>Policy</b> .
<b>Employee</b>	<p>Any of the following people working for <b>You</b> in connection with <b>Your Business</b>:</p> <ul style="list-style-type: none"> <li>a) anyone who has entered into or works under contract of service or apprenticeship with <b>You</b>;</li> <li>b) any labour only sub-contractor or anyone employed by them;</li> <li>c) any self-employed person performing work under a similar degree of control and direction by <b>You</b> as a person under a contract of service or apprenticeship, with <b>You</b>;</li> <li>d) any voluntary helper;</li> <li>e) anyone who is engaged under a work experience scheme</li> </ul>

	<p>or similar scheme;</p> <p>f) anyone who is hired or borrowed by <b>You</b>.</p>
<b>Endorsement</b>	An <b>Endorsement</b> for an insurance <b>Policy</b> refers to any amendment that alters the terms of the contract either by expanding or restricting coverage.
<b>Excess</b>	The first amount of any claim for which <b>You</b> are responsible as specified in the <b>Schedule</b> .
<b>Fly Tipping</b>	The abandonment by anyone other than <b>You</b> , and without <b>Your</b> knowledge or consent, of any <b>Pollutants</b> or any drums, tanks, or similar containers holding <b>Pollutants</b> .
<b>Government Action</b>	<p>Martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public local authority or any action taken in controlling, preventing, suppressing or in any way relating to <b>War</b>.</p>
<b>Index Linking</b>	<p>The monthly adjustment <b>We</b> will make to the limit <b>You</b> have chosen. <b>Your</b> renewal premium will be based on the adjusted amount. For the <b>Buildings We</b> work out the adjustment in line with the Royal Institution of Chartered Surveyors' House Rebuilding Cost Index. For the Contents, and Personal Possessions and Jewellery covers <b>We</b> work out the adjustment in line with the Retail Price Index. <b>We</b> may at <b>Our</b> option use other indexes.</p>
<b>Offshore</b>	<p>From the time of:</p> <ul style="list-style-type: none"> <li>a) embarkation by an <b>Employee</b> onto a conveyance at the point of final departure to an <b>Offshore</b> rig or <b>Offshore</b> platform; or</li> <li>b) embarkation by an <b>Employee</b> onto a conveyance for the purpose of transferring from an <b>Offshore</b> rig or <b>Offshore</b> platform onto another <b>Offshore</b> rig or <b>Offshore</b> platform;</li> </ul> <p>until disembarkation by an <b>Employee</b> from a conveyance onto land upon return from an <b>Offshore</b> rig or <b>Offshore</b> platform.</p>
<b>Livestock</b>	Animals, belonging to <b>You</b> or in <b>Your</b> care, custody or control used in connection with the Business.
<b>Machinery / Tools</b>	<p>Agricultural implements, plant and machinery and all other agricultural property</p> <p>Excluding:</p> <ul style="list-style-type: none"> <li>a) Collector's showpieces including vintage and antique machinery unless specified</li> <li>b) Office Equipment &amp; mobile phones/radios</li> <li>c) Power Driven vehicles, implements and accessories</li> </ul>

	<p>insured under a motor Policy or where there is any requirement to be insured under a motor Policy as per the Road Traffic Acts</p> <p>d) Agricultural <b>Produce</b></p> <p>e) <b>Livestock</b> and <b>Deadstock</b></p> <p>f) Property which could be more specifically insured by any other item stated in the <b>Policy Schedule</b></p> <p>g) Landlords fixtures and fittings</p> <p>h) All terrain vehicles/ quad bikes</p>
<b>Modern Materials</b>	Any materials other than <b>Traditional Materials</b> used in the construction of <b>Agricultural Buildings</b> .
<b>Period of Insurance</b>	The length of time covered by this insurance (as shown in the <b>Schedule</b> ) and any extra period for which <b>We</b> accept <b>Your</b> premium.
<b>Policy</b>	The <b>Policy</b> and <b>Schedule</b> and any <b>Endorsements</b> attached or issued.
<b>Premises</b>	Any premises within the <b>Territorial Limits</b> owned, used or occupied by <b>You</b> for the purposes of the <b>Business</b> , except in respect of buildings which are at the <b>Premises</b> as stated in the <b>Schedule</b> .
<b>Produce and Deadstock</b>	<p>Agricultural <b>Produce</b> including growing crops and purchased feed. <b>Deadstock</b> shall mean fuel, lubricants, wood shavings, fertiliser, agrochemicals and cleaning fluids.</p> <p>Excluding:</p> <p>a) <b>Livestock</b>;</p> <p>b) Property more specifically insured;</p> <p>c) Any other item stated in the <b>Policy Schedule</b>.</p>
<b>Property Insured</b>	Any individual article or category or articles of property to which an individual Sum Insured is attached in <b>Your Schedule</b> .
<b>Proposal/Statement of Fact</b>	The signed <b>Proposal</b> or <b>Statement of Fact</b> and declaration and any additional information supplied to <b>Us</b> by <b>You</b> or on <b>Your</b> behalf.
<b>Prosecution Costs</b>	<b>Costs and Expenses</b> incurred by a prosecuting authority which <b>You</b> , <b>Your</b> partners, directors or <b>Employees</b> are ordered to pay by the Court in relation to a prosecution against <b>You</b> , <b>Your</b> partners, directors or <b>Employees</b> in connection with the <b>Business</b> .

<b>Schedule</b>	The latest <b>Schedule</b> issued by <b>Us</b> .
<b>Territorial Limits</b>	United Kingdom, Channel Islands and the Isle of Man.
<b>Terrorism</b>	An act, including but not limited to, the use of force or violence or threat of force or violence, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear.
<b>Traditional Materials</b>	Brick, stone, slate, tile, thatch or materials no longer in current standard usage in the construction of <b>Agricultural Buildings</b> .
<b>Unoccupied</b>	Untenanted, empty or disused for more than ninety (90) consecutive days.
<b>War</b>	<b>War</b> , invasion, acts of foreign enemies, hostilities or warlike operations (whether <b>war</b> 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.

# General Conditions

## 1) Fair Presentation of Risk Condition

**You** have a duty by law to make a fair presentation of the risk **You** wish **Us** to insure before the commencement of **Your Policy**, if any mid-term alteration is requested during the **Period of Insurance** and before each renewal. If **You** do not comply with this condition then:

- i) **We** can decide to make **Your Policy** void and keep the premium, providing **Your** failure to make a fair presentation of the risk is deliberate or reckless; or
- ii) **We** can decide to make **Your Policy** void and return **Your** premium if **Your** failure to make a fair presentation of the risk is not deliberate or reckless and **We** would not have provided cover if **You** had made a fair presentation
- iii) If **Your** failure to make a fair presentation of the risk is not deliberate or reckless and **We** would have issued cover on different terms had **You** made a fair presentation of the risk then **We** can:
  - a) Reduce proportionately any amount paid or payable in respect of a claim under **Your Policy** by dividing the premium actually charged by the premium **We** would have charged had **You** made a fair representation of the risk and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable and/or
  - b) Treat **Your Policy** as if it had included the different terms that **We** would have imposed had you made fair representation
- iv) Where **We** decide to apply (i), (ii) or (iii) above then:
  - a) If **We** decide to make **Your Policy** void this will be from the start of the **Policy**, the date of mid-term alteration or from the renewal date
  - b) **We** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the **Policy**, or the date of mid-term alteration or from the date of renewal
  - c) **We** will treat the **Policy** as having different terms imposed from the start of the **Policy**, or the date of mid-term alteration or from the date of renewalDepending on when the failure to make a fair presentation occurs.

## 2) Alteration in Risk

**You** must notify **Us** as soon as possible if during the **Period of Insurance** there is any alteration:

- a) in or to the **Business**;
- b) to or at the **Premises**;
- c) to the facts or matters set out in the **Statement of Fact** or otherwise comprising the risk presentation made by **You** to **Us** at inception, renewal or mid term alteration of the **Policy**; which materially increases the risk of injury, loss, **Damage** or liability.

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

- a) continue to provide cover under this **Policy** on the same terms;
- b) restrict the cover provided under this **Policy**;
- c) impose additional terms;
- d) alter the premium;
- e) cancel the **Policy**.

## 3) Claims

It is a condition precedent to **Our** liability under this **Policy**, that on the happening of any event which may give rise to a claim under this **Policy**, **You** must:

- a) notify **Us** as soon as reasonably possible of the event;
- b) take, or allow others to take, practical steps to prevent further loss or damage, recover property lost and otherwise minimise the amount of the claim;
- c) advise the police immediately of any **Damage** or loss of property caused by theft, attempted theft, or malicious persons;
- d) at **Your** expense provide to **Us**:
  - i) full written details of any **Bodily Injury**, loss or **Damage** within 14 days of the date on which the **Bodily Injury**, loss, or **Damage** occurs (or 7 days in respect of **Bodily Injury** loss or **Damage** caused by theft or attempted theft, riot, civil commotion or malicious persons);
  - ii) such detailed particulars, receipts, documents and evidence as **We** may reasonably require within 30 days of the date of **Our** request;
  - iii) details of any other relevant insurances.
- e) allow **Us** or anyone authorised by **Us** access to the **Premises**;
- f) allow **Us** to take possession of, or request delivery to **Us** of any **Property Insured**;
- g) not abandon any **Property Insured** to **Us** without **Our** prior written consent.

It is a condition precedent to **Our** liability under this **Policy** in respect of claims against **You** that **You** must:

- a) immediately forward to **Us** upon receipt upon receipt any letter, proceedings, writ, Court documents, Claim Form, or Summons
- b) allow us complete control of any proceedings or settlement
- c) not accept, negotiate, pay, settle, admit or repudiate any claim without **Our** written consent
- d) Immediately notify **Us** when **You** have knowledge of any impending prosecution, inquest, fatal accident, or government enquiry
- e) if demanded, provide a statutory declaration of the truth of the claim and any matters connected with it.

## 4) Contracts (Rights of Third Parties) Act

**We** and **You** do not intend that any clause or term of this **Policy** should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this **Policy**.

## 5) Fraud

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy**, **We**

- a) will not be liable to pay **Your** claim;
- b) may recover from **You** any sums already paid in respect of **Your** claim; and
- c) may, after providing notice to **You**, treat the **Policy** as having terminated with effect from the time of the fraudulent act.



## 6) Subrogation

**You** shall at **Our** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**. **We** shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name at **Our** own expense and for **Our** own benefit any claim under this **Policy**.

## 7) Arbitration

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

## 8) Governing Law and Jurisdiction

This **Policy** is governed by English Law. Any dispute concerning liability under this **Policy** or the validity of the **Policy** is subject to the exclusive jurisdiction of the courts of England and Wales.

## 9) Reasonable Precautions

**You** must:

- a) take all reasonable precautions to prevent occurrences which may give rise to **Damage** or **Bodily Injury**;
- b) maintain the **Premises** in a good state of repair;
- c) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority; and
- d) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require.

## 10) Mortgagees and Other Interests

The interest of the Leaseholder(s) Mortgagee(s) and Tenant(s) in the individual portions of the **Property Insured** to which their interest applies is noted such interest to be advised to **Us** in the event of a claim. In addition the interest of **You** or Mortgagee(s) in this insurance shall not be prejudiced by any act or neglect of the occupier(s) or Mortgagor(s) of any **Buildings** should the risk of **Damage** be increased without the authority or knowledge of **You** or the Mortgagee(s) provided that **You** or the Mortgagees shall immediately on becoming aware of any increased risk give notice in writing to **Us** and on demand pay such reasonable additional premium as **We** may require.

## 11) Cancellation

### **Our Rights**

**We** shall not be bound to accept any renewal of this **Policy** and may at any time give 21 days' notice of cancellation by recorded delivery to **Your** last known address. This termination shall be without prejudice to any rights or claims of **You** or **Us** prior to the expiration of such notice.

Provided that there have been:

- no claims made under the policy for which **We** have made a payment;
- no claims made under the policy which are still under consideration;
- no incidents likely to give rise to a claim to the best of **Your** knowledge and belief during the current **Period of Insurance**

**You** shall be entitled to the return of a proportionate part of the premium paid in respect of the unexpired term of the **Policy**.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period of Insurance**, no refund for the unexpired portion of the premium will be given.

### **Your Rights**

**You** may cancel this **Policy** in the first year of insurance during the 14 days after the contract has been concluded by giving notice in writing to **Your** Insurance Adviser at the address shown in their correspondence. This right does not apply at the first or any subsequent renewal of the **Policy**.

Provided that there have been:

- no claims made under the **Policy** for which **We** have made a payment;
- no claims made under the **Policy** which are still under consideration;
- no incidents likely to give rise to a claim during this 14 day period.

**We** will give a refund for the proportionate part of the premium paid in respect of the unexpired term of this **Policy** subject to a minimum premium of £50.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period of Insurance** no refund for the unexpired portion of the premium will be given.

## 12) Discharge of Liability

**We** may pay the Limit of Indemnity (as stated in **Your Policy** or **Schedule**) or any lesser amount for which any claim or claims against **You** can be settled and **We** shall be under no further liability in respect of such claim or claims except for **Costs** or **Expenses** incurred prior to the date of such payment.

## 13) Unoccupied Buildings

Whenever any **Buildings** are **Unoccupied** the **Unoccupied Buildings** Condition will apply. **We** must be notified in writing immediately any **Unoccupied Buildings** or **Unoccupied** portion of the **Buildings** becomes occupied or any occupied **Buildings** become **Unoccupied**.

### **Unoccupied Buildings Condition**

It is a condition precedent to **Our** liability in respect of **Unoccupied Buildings** that

- a) the **Buildings** are inspected internally at least once during each week by or on behalf of **You**;
- b) all trade refuse and waste materials are removed from the interior of the **Unoccupied Buildings** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **You** or under **Your** control;



- c) **You** must secure the **Building** and put all protective and locking devices and any alarm protection into full and effective operation with letterboxes sealed to prevent the accumulation of mail;
- d) the gas, water and electricity supplies are turned off at the mains (except electricity needed to maintain any fire or intruder alarm system in operation) and any sprinkler system be drained and during the months of October to March (inclusive) the water system be drained;
- e) **You** shall implement any additional protections **We** may require within the time scale specified by **Us**.

#### 14) Survey Condition

If this **Policy** has been issued subject to **Us** completing a survey of the **Premises** or of any other location(s) as specified by **Us**, then pending completion of such survey(s) the **Policy** is provided by **Us** on the terms, conditions, provisions, exceptions and limits as specified in the **Policy** and in the Sections of the **Policy**.

In the event that a survey should show that a risk or any part of it is not satisfactory in **Our** opinion, then **We** reserve the right to alter the terms and conditions of the **Policy** with immediate effect. It is a condition precedent to **Our** liability that **You** must comply with all survey risk improvements required and within the specified time scales designated by **Us**.

In the event that a risk improvement is not completed or risk improvement procedures are not introduced within the completion time scales specified by **Us**, then **We** reserve the right to either continue with the **Policy** subject to alteration of the terms and conditions of the **Policy**; or to cancel the **Policy**

If the terms or conditions of the **Policy** are amended by **Us**, then **You** will have 14 days to accept or reject the revised terms and conditions of the **Policy**.

#### 15) Hay and Straw Condition

It is a Condition precedent to liability that the maximum value of any one Stack must not exceed £50,000

The hay or straw is contained within one Stack if:

- a) the distance between each Stack stored outdoors is less than 20 metres;
- b) the distance between a Stack stored outdoors and one within an **Agricultural Building** is less than 15 metres.
- c) the distance between separate **Agricultural Buildings** containing a Stack is less than 20 metres

#### 16) Other Insurance Condition

If at the time of **Damage**, loss or liability arising under this **Policy**, there is any other insurance providing cover for the same **Damage**, loss or liability **Our** liability under this **Policy** shall be limited to **Our** proportional share of such **Damage**, liability or loss as **We** would have had to pay if the other insurance policy did not contain:

- a) any provision applying average or any similar provision which would reduce the amount payable on the claim to reflect underinsurance; and
- b) any provision which excludes it from ranking concurrently with this **Policy** or any a) Section of it either in whole or in part or from contributing proportionately.

## General Exceptions

Each Section of this **Policy** contains exceptions and must be read in conjunction with the following General Exceptions which apply to all Sections unless otherwise stated.

This **We** will not pay for:

#### 1) Radioactive and Nuclear Risks

**Damage** or any other loss or expense resulting or arising from **Damage** or any legal liability directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- c) any weapon or device using radioactive material and/or ionising radiations and/or atomic or nuclear fission and/or fusion or other like reaction or radioactive force;
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Under the Employers Liability Section as far as concerns **Bodily Injury** caused to any of **Your Employees** if such **Bodily Injury** arises out of and in the course of employment or engagement of such person by **You** this General Exception shall only apply:

- i) in respect of liability of any Principal;
- ii) in respect of liability assumed by **You** under agreement and which would not have attached in the absence of such agreement.

#### 2) War, Government Action and Terrorism

- a) **Damage** or any other loss or expense resulting or arising from **Damage** directly or indirectly caused by or contributed to by or arising from:
  - i) **War, Government Action or Terrorism**;
  - ii) riot or civil commotion in Northern Ireland.
- b) legal liability or any **Costs or Expenses** directly or indirectly caused by or contributed to by or arising from **War, Government Action or Terrorism** except to the extent stated in the Liability Provisions.

In any action, suit or other proceedings where **We** allege that by reason of this Exception as far as it relates to **Terrorism** any **Damage** or resulting loss or expense is not payable under this **Policy** the burden of proving that such **Damage** loss or expense is payable under this **Policy** shall be upon **You**.

#### 3) Liability Provisions

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

- a) **We** will pay **You** under Section 8 - Employers Liability provided that in respect of any one claim or series of claims arising out of any one event or series of events arising from a single source or original cause **Our** liability in respect of all compensation and **Costs and Expenses** directly or indirectly caused by or contributed to by or arising from **Terrorism** shall not exceed £5,000,000.

- b) **We** will pay **You** under Section 9 – Public Liability for legal liability claims made against **You** to pay compensation and **Claimant's Costs** directly or indirectly caused by or contributed to by or arising from **Terrorism** provided that Our liability for all compensation (including interest) and Claimant's Costs shall not exceed:
  - i) in respect of or arising out of any one event or series of events arising from one source or original cause £2,000,000 or the amount of the Section 9 - Public Liability Limit of Indemnity stated in the **Schedule** whichever is the lower but in respect of Products this limitation shall apply to all events occurring in the **Period of Insurance**.
  - ii) in respect of all pollution or contamination consequent upon **Terrorism** and which occurred during the **Period of Insurance** £2,000,000 in the aggregate or the amount of the Section 9 – Public Liability Limit of Indemnity stated in the **Schedule** whichever is the lower.

#### 4) **Pollution and Contamination (Applicable to Section 1, 2, 3 of this Policy)**

**Damage** caused by, consisting of, or arising from pollution or contamination except damage to the **Property Insured** caused by pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, malicious persons other than thieves, earthquake, storm, flood, bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes, sprinkler leakage, or impact by any vehicle or animal;

#### 5) **Date Recognition (Not applicable to Section 8 - Employers Liability)**

**Damage**, or any other loss, expense or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip, integrated circuit or similar device or other equipment or system for processing, storing or receiving data or any computer software whether **Your** property or not:

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

In respect of Section 1A, 2A and 3 – Property Damage this General Exception shall not exclude subsequent damage not otherwise excluded which itself results from fire, lightning, explosion, aircraft, or other aerial devices, or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, theft or impact by any vehicle or animal.

#### 6) **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 whether tangible or intangible (including but without limitation any information or programs or software) and

whether **Your** property or not where such **Damage** is caused by **Virus** or **Similar Mechanism** or **Hacking**;

- b) financial loss directly or indirectly caused by or arising from **Virus** or **Similar Mechanism** or **Hacking**.

but this shall not exclude **Damage** or financial loss which is not otherwise excluded from this **Policy** and which results from fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikes, labour disturbances, malicious persons (Including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence), storm, flood, escape of water or oil from any tank apparatus or pipe, impact by any vehicle or animal.

#### 7) **Sonic Bangs**

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

#### 8) **Territorial Limits**

**Loss, Damage** or **Bodily Injury** arising outside the **Territorial Limits**.

#### 9) **Trading Restrictions and Sanctions**

any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, the European Union or the United States of America.

#### 10) **Biological or Chemical Materials Exclusion**

Damage, loss, cost or expense directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence.

#### 11) **Excesses**

The amount of any applicable **Excess**.

#### 12) **Genetically Modified Crops Exclusion**

- a) any liability arising from research into, testing of, production or supply of any genetically modified crop or genetically modified organism, where liability may be attributed directly or indirectly to the genetic characteristics of such crop or organism;
- b) any **Damage** arising from presence of such crop or organism on the **Premises**.

#### 13) **Breakdown and Deterioration**

Loss of or damage to any property caused by wear, tear, electrical, electronic or mechanical breakdown and/or gradual deterioration.

#### 14) **Depreciation**

Loss of or damage to any property caused by depreciation.

**15) Vermin**

Loss of or damage to any property caused by vermin, insects, fungus, condensation, wet or dry rot or toxic mould unless specifically insured against in any Section.

**16) Defective Design**

Loss of or damage to any property caused by faulty or defective design, or latent defect.



# Section 1 | Home

## Special Definitions

The following Special Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section in **bold** type. They should also be read in conjunction with the Definitions at the start of the **Policy**.

### Buildings

The **Home**, fixtures and fittings, patios, paved terraces, footpaths, tennis courts, swimming pools, garden ponds, statues and fountains permanently fixed into the ground, drives, bridges, walls, fences, hedges and gates.

### Caravan

The **Caravan** as described in **Your Schedule**, furniture, fixtures and fittings and **Contents** whilst kept in or on the **Caravan**, awnings and toilet tents

### Contents

**Contents** includes:

- a) Household goods
- b) Personal documents up to £1,000
- c) Aerials and satellite receiving equipment
- d) Bicycles
- e) **Money** up to £500
- f) if You are a tenant **Your** improvements and decorations and any fittings owned by **Your Family** or which is **Your Family's** responsibility under contract.
- g) Clothing and personal effects belonging to any resident domestic employee or lawful visitor up to a maximum of £500 per employee/visitor.

**Contents** does not include:

- a) Motor vehicles and children's motor vehicles whether licensed for road use or not (other than motorised or electric wheelchairs), mechanically propelled or assisted vehicles (other than garden machinery and pedestrian controlled vehicles), aircraft, trains and boats (other than models), gliders, hand gliders, wetbikes, hovercraft and other mechanically propelled or assisted watercraft, caravans, trailers, or parts or accessories for any of them whether attached or detached, other than removable entertainment equipment whilst removed
- b) Animals
- c) Anything used for trade, professional or business purposes except as allowed for under **Office Equipment**
- d) **Credit Cards**
- e) **Buildings**

### Credit Cards

Credit, debit, cheque, charge, bankers or cash dispenser cards, all issued in the British Isles, owned by **You** or **Your Family's** responsibility under contract excluding store loyalty cards or **Credit Cards** used or held for any trade, professional or business purposes.

### Freezer Contents

Food in **Your Home** contained in a domestic deep freeze cabinet

### Garden

The land adjoining **Your Home** which is used for domestic purposes.

### Home

The house or flat at the address shown on **Your Schedule**, its garages, greenhouses and outbuildings, all used for domestic and smallholding business administration purposes only.

### Limit/Sum Insured

The maximum amount **We** will pay under this **Policy** as shown in **Your Schedule** or in this **Policy**.

### Money

Current bank notes and coins, stamps, cheques, electronic cash pre-payment cards, savings certificates, gift tokens, postal and money orders, phone cards or vouchers, traveller's cheques, premium bonds, parking, luncheon, retail vouchers and season or travel tickets, owned by **Your Family** or **Your Family's** responsibility under contract.

Money does not include:

- a) Promotional vouchers, air miles vouchers, credit notes, store or loyalty points, lottery tickets, scratchcards, raffle tickets and stamps which are part of a stamp collection
- b) Money used or held for any trade, professional or business purposes.

### Office Equipment

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

### Unoccupied

When the **Home** is:

- a) without sufficient furniture for day to day living purposes
- b) sufficiently furnished for day to day living purposes but has not been lived in by **You** (or a person **You** have authorised) for more than 90 days.

### Valuables

Shall mean Curios, pictures and other works of art, coin collections, jewellery, articles of gold, silver and other precious metals, furs, clocks, watches, cameras, photographic equipment, musical instruments and television, radio, home computer, recording and audio apparatus

## Section 1A | Household Buildings

We will not pay for claims under this section if **You** are a Tenant.

### Your Cover

We will pay **You** in respect of **Damage** to **Buildings** occurring during the **Period of Insurance** at the **Premises** and caused by each of the following Specified Perils as they appear in the **Schedule**.

The maximum payable during any one **Period of Insurance** will not exceed the **Sum Insured**.

WHAT IS COVERED	WHAT IS NOT COVERED
Fire, smoke, lightning, explosion, or earthquake	Smoke damage caused by any gradual process
Riot, civil commotion, labour and political disturbances	
Storm or Tempest or Flood	a) Loss or damage attributable solely to a change in the water table level; b) Loss or damage caused by frost; c) <b>Damage</b> to fences, hedges or gates.
Freezing of water in fixed water or fixed heating systems. Water escaping from domestic appliances or heating systems. Oil escaping from a fixed domestic heating system	a) <b>Damage</b> which results in subsidence, heave or landslip of any part of <b>Your Buildings</b> ; b) Loss or damage caused by leaking fumes or flue gases; c) <b>Damage</b> while <b>Your Home</b> is <b>Unoccupied</b>
Impact or collision by any type of aircraft, animal or vehicle and anything dropped from them	Loss or damage caused by domestic pets which belong to <b>You</b> or <b>Your Family</b> .
Malicious acts or vandalism	a) <b>Damage</b> by <b>You</b> , <b>Your Family</b> , and tenant, lodger or paying guest; b) <b>Damage</b> while <b>Your Home</b> is <b>Unoccupied</b> .
Theft or attempted theft.	a) <b>Damage</b> by <b>You</b> , <b>Your Family</b> , and tenant, lodger or paying guest; b) <b>Damage</b> while <b>Your Home</b> is <b>Unoccupied</b> .
Falling trees or branches, telegraph poles or lamp posts	
Falling aerials, wind turbines or satellite receiving equipment, their fittings or masts	

Subsidence or Heave of the site on which <b>Your Buildings</b> stand or of land belonging to <b>Your Buildings</b> , or landslip.	a) <b>Damage</b> to patios, terraces, footpaths, swimming pools, tennis courts, garden ponds, statues and fountains permanently fixed into the ground, drives including bridges, walls, fences, hedges and gates unless <b>Your Home</b> is damaged by the same cause and at the same time; b) <b>Damage</b> to solid floors, unless the foundations of the external walls of <b>Your Home</b> are damaged by the same cause and at the same time; c) Loss or damage caused by structures bedding down or settlement of newly made up ground; d) Loss or damage caused by the coast or a riverbank being worn away; e) Loss or damage caused by or from demolition alterations or repair to <b>Your Home</b> ; f) Loss or damage caused by poor workmanship, materials or design.
Accidental Damage to <b>Your Buildings</b> .	a) <b>Damage</b> while <b>Your Home</b> is <b>Unoccupied</b> ; b) Loss or damage by wear and tear, depreciation, insects, vermin, fungus, atmospheric or climatic conditions, ingress of water, gradually operating cause, process of cleaning, dyeing, repair, alteration, restoration, mechanical, electrical or electronic fault or breakdown; c) Loss or damage by any cover listed elsewhere in the Household <b>Buildings</b> Section and which is specifically excluded under that cover; d) Loss or damage caused by or from poor or faulty design, workmanship or materials;

### Basis of Claims Settlement

We will pay **You** the value of the **Property Insured** at the time of its loss or destruction, or the amount of the **Damage**, or at **Our** option will reinstate or replace the **Property Insured**. The most **We** will pay for any one claim is the Total **Sum Insured** under this section of **Your Policy**, or for each item its individual **Sum Insured**, or any other **Limit** stated under this Section of **Your Policy** whichever is the less at the time of **Damage**;

### Basis of Claims Adjustments

Unless stated otherwise in the **Schedule** the basis of settlement will be adjusted in accordance with the following clauses.

#### 1) Reinstatement (Day One)

The amount payable in respect of **Property Insured** shall be the cost of reinstatement of the **Damage**;

For this purpose Reinstatement means:

- the rebuilding or replacement of **Property Insured** lost or destroyed which,

- provided **Our** liability is not increased, may be carried out:
- 1) in any manner suitable to **Your** requirements;
  - 2) upon another site;
  - ii) the repair or restoration of **Property Insured** damaged to a condition equivalent to, or substantially the same as, but no better or more extensive than its condition when new;

## 2) Average

If at the time of any **Damage**, the Declared Value as stated on **Your Schedule** is less than the total value of such property **You** shall be considered as being **Your** own Insurer for the difference and shall bear a proportionate share of the loss accordingly but **We** will not apply this Condition if the total value of such property is less than the **Sum Insured** stated on **Your Schedule**. Any **Excess**, if applicable, shall be applied after this Condition of Average.

## Section Extensions

Where **We** provide the same Extension of cover under more than one section of **Your Policy** the limit specified is an aggregate limit across all sections of **Your Policy**

### 1) Architects, Surveyors, Legal and Other Professional Fees

The **Sum Insured** under each item of **Buildings** in the **Schedule** includes an amount in respect of architects, surveyors, legal and other professional fees necessarily incurred in the reinstatement of the **Buildings** consequent upon **Damage** but not an amount for preparing any claim. The amount payable under this Extension shall not exceed the fees authorised under the scale of charges for the respective professional bodies at the time of **Damage**. The amount payable for **Damage** and fees shall not exceed in the aggregate the **Sum Insured** by each item.

### 2) Damage by Emergency Services

**We** will pay **You** the cost of restoring any damage caused to gardens and grounds for which **You** are responsible by the emergency services in attending the **Premises** as a result of the operation of any Specified Peril insured  
The maximum **We** will pay under this Extension shall not exceed £10,000 in the aggregate during any one **Period of Insurance**.

### 3) Loss of Metered Utilities

**We** will pay charges for which **You** are responsible if water, oil, gas or electricity is accidentally discharged from a metered system providing service to the **Premises** as a result of **Damage** insured under this Section. **We** will not pay for charges under this Extension incurred in respect of any **Building** which is **Unoccupied**.  
The maximum **We** will pay under this Extension for any one claim is £10,000.

### 4) Trace and Access

**We** will pay reasonable costs and expenses with **Our** consent in locating the source of any escape of water from any fixed domestic water services or heating installation or escape of fuel oil including subsequent repair to walls, floors or ceilings provided such

**Damage** is insured by this Section.

But **We** will not pay for:

- a) the cost of repairs to any fixed domestic water services or heating installation;
- b) damage resulting solely from a change in the water table level.

The maximum **We** will pay under this Extension shall not exceed £25,000 in the aggregate during any one **Period of Insurance**.

## 5) Alternative Accommodation

**We** will pay **You** if a **Home** cannot be lived in or if access to it is denied as a result of **Damage** in respect of:

- a) the cost of reasonable alternative accommodation incurred by any owner or lessee if this is necessary;
- b) the cost of reasonable accommodation in kennels and/or catteries and / or stables for dogs and/ or cats and / or horses belonging to any owner or lessee in residence where such pets are not permitted in any alternative accommodation;
- c) temporary storage of Your furniture.

The maximum **We** will pay in respect of any one claim is 20% of the **Sum Insured** on the **Home**.

## 6) Seventy Two Hour Clause

**Damage** occurring within 72 consecutive hours of and arising from the Specified Perils of storm or flood is deemed to be one claim for the purposes of this Section. **You** have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this Section provided that such **Damage** occurred prior to the expiry of the **Period of Insurance**.

## 7) Replacement Locks & Keys

**We** will pay **You** for the cost of replacing locks and keys at the **Your Home** following theft or attempted theft:

- a) From **Your Home**;
- b) From **Your** director's homes;
- c) From the home of any authorised **Employee**;
- d) Whilst in **Your** custody or the custody of an **Employee** following theft involving violence or threat of violence.

The maximum **We** will pay under this Extension for any one claim is £5,000.

## 8) Sale of Building Contracting Purchaser's Interest

If at the time of **Damage** to the **Buildings** **You** have contracted to sell **Your** interest in such **Buildings** and the purchase is not complete the contracting purchaser shall on completion be entitled to benefit under this insurance without prejudice to **Your** (or **Our**) rights and liabilities up to the date of completion but only to the extent that the purchaser cannot recover the loss from insurance placed elsewhere by them or on their behalf.

## 9) Underground Services

**We** will pay for the cost of repairing **Damage** to underground water, gas, sewer, drain or fuel pipes and underground electricity or telephone cables.  
The maximum **We** will pay under this Extension for any one claim is £25,000.



#### 10) Dumping and Fly Tipping

**We** will pay the cost of cleaning up and removing any materials arising out of and due to dumping or tipping on **Your** property caused by a sudden specific event outside of **Your** control.

The maximum **We** will pay under this Extension for any one claim is £10,000.

**We** 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.

#### 11) 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 **Your** control, provided that **You** immediately **You** become aware of the increased risk shall give notice to **Us** and pay any additional premium applicable.

#### 12) Mortgagees / Freeholders / Lessors

The act or neglect of any mortgagor, leaseholder, lessee or occupier, of any **Buildings** 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 **Us** immediately on becoming aware of such increased risk and pay any additional premium applicable.

#### 13) Removal of Asbestos Debris

**We** will pay for the cost of removal of **Asbestos** debris following **Damage** at the **Premises**.

The maximum **We** will pay under this Extension for any one claim is £100,000.

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

**We** will pay for the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances from tanks on **Your** property caused by a sudden accidental and specific event.

The maximum **We** will pay under this Extension is £25,000 in the aggregate during any **Period of Insurance**.

**We** 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.

#### 15) Defective Premises Act

**We** will pay **You** in respect of legal liability incurred by **You** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in connection with any **Building** or land, disposed of by **You**.

Provided that this extension shall not apply to:

- the cost of rectifying any damage or defect, in the **Buildings** or land disposed of;
- legal liability for which **You** are entitled to payment under any other policy of insurance.

#### 16) Home Owner's Liability

**We** will pay **You**:

all sums which **You** shall become legally liable to pay as Damages arising from **Your** ownership of the **Home** (including interest) and including;

- Claimants' Costs and Expenses**, if **You** are ordered to pay them or paid with **Our** written consent;
- all **Costs and Expenses**, incurred by **You** with **Our** written consent in defending any claim under this extension;
- solicitor's fees incurred with **Our** 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 payable under this Extension or at any coroner's inquest or fatal accident inquiry.

**Our** liability under this Extension for all damages (including interest) 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 amount specified in **Your Schedule**.

**We** shall not be liable for any legal liability caused by or arising from:

- any profession, business or trade other than owning the **Home** and the accommodation of paying guests;
- Bodily Injury** caused to any **Employee** arising out of and in the course of such person's employment or engagement with **You**;
- Damage to Property Insured** belonging to or in the charge of or under **Your** control;
- any agreement which would not have attached in the absence of such agreement;
- the ownership or occupation of land or buildings other than the **Buildings**;
- any action brought against the **You** in any court outside the European Union;
- Bodily Injury to You**.

#### 17) Drain Clearance

The **Sum Insured** for each item under **Buildings** extends to include **Costs and Expenses** necessarily incurred by **You** and to which **We** agree for cleaning and/or clearing drains, sewers and gutters for which **You** are responsible and liable following **Damage** as insured by this Section.

The maximum **We** will pay for any one claim under this Extension is £5,000.

#### 18) Removal of nests

**We** will pay for the nests of rats, mice, cockroaches, wasps and bees to be removed from **Your Home**.

The maximum **We** will pay under this Extension is £2,000 in any **Period of Insurance**.

## Section 1B | Household Contents

### Your Cover

We will pay **You** in respect of **Damage** to **Contents** occurring during the **Period of Insurance** at the **Premises** and caused by each of the following Specified Perils as they appear in the **Schedule**.

The maximum payable during any one **Period of Insurance** will not exceed the Sum Insured.

WHAT IS COVERED	WHAT IS NOT COVERED
Fire, smoke, lightning, explosion, or earthquake	Smoke damage caused by any gradual process.
Riot, civil commotion, labour and political disturbances	
Storm or Tempest or Flood	a) Loss or damage attributable solely to a change in the water table level; b) Loss or damage caused by frost; c) <b>Damage</b> to fences, hedges or gates
Freezing of water in fixed water or fixed heating systems. Water escaping from domestic appliances or heating systems. Oil escaping from a fixed domestic heating system	a) Loss or damage caused by leaking fumes or flue gasses; b) <b>Damage</b> while <b>Your Home</b> is <b>Unoccupied</b> ; c) The cost of the water or oil itself.
Impact or collision by any type of aircraft, animal or vehicle and anything dropped from them	Loss or damage caused by domestic pets which belong to <b>You</b> or <b>Your Family</b> .
Malicious acts or vandalism	a) Loss or damage by <b>You</b> , <b>Your Family</b> , and tenant, lodger or paying guest; b) <b>Damage</b> while <b>Your Home</b> is <b>Unoccupied</b> .
Theft or attempted theft.	a) Loss or damage by <b>You</b> , <b>Your Family</b> , and tenant, lodger or paying guest; b) <b>Damage</b> while <b>Your Home</b> is <b>Unoccupied</b> ; c) Loss by deception unless the only deception was someone tricking their way into <b>Your Home</b> .
Falling trees or branches, telegraph poles or lamp posts	
Falling aerals, wind turbines or satellite receiving equipment, their fittings or masts	

Subsidence or Heave of the site on which <b>Your Buildings</b> stand or of land belonging to <b>Your Buildings</b> , or landslip.	a) Loss or damage caused by structures bedding down or settlement of newly made up ground; b) Loss or damage caused by the coast or a riverbank being worn away; c) Loss or damage caused by or from demolition, alterations or repair to <b>Your Home</b> ; d) Loss or damage caused by poor workmanship, materials or design.
Accidental Damage to <b>Your Contents</b> .	a) <b>Damage</b> while <b>Your Home</b> is <b>Unoccupied</b> ; b) <b>Damage</b> when <b>Your Home</b> is lent, let or sub-let to anyone other than <b>Your Family</b> ; c) Loss or damage by wear and tear, depreciation, insects, vermin, fungus, atmospheric or climatic conditions, ingress of water, gradually operating cause, process of cleaning, dyeing, repair, alteration, restoration, mechanical, electrical or electronic fault or breakdown; d) Loss or damage by any cover listed elsewhere in the Household <b>Contents</b> Section and which is specifically excluded under that cover; e) Loss or damage caused by or from poor or faulty design, workmanship or materials; f) Deterioration of food.

### Basis of Claims Settlement

We will pay **You** the value of the **Property Insured** at the time of its loss or destruction, or the amount of the **Damage**, or at **Our** option will reinstate or replace the **Property Insured**.

The most We will pay for any one claim is

- the Total **Sum Insured** under this section of **Your Policy**, or for each item its individual **Sum Insured**, or any other **Limit** stated under this Section of **Your Policy** whichever is the less at the time of **Damage**;
- in respect of Valuables not exceeding a third of the **Sum Insured** for each **Home**
- in respect of Stamp collections not exceeding two thirds of the price quoted in the most recent Stanley Gibbons catalogue
- £10,000 in respect of any one item unless otherwise stated in **Your Schedule**

### Basis of Claims Adjustments

Unless stated otherwise in the **Schedule** the basis of settlement will be adjusted in accordance with the following clauses.

#### 1) Reinstatement (Day One)

The amount payable in respect of **Property Insured** shall be the cost of reinstatement of the **Damage**;

For this purpose Reinstatement means:

- the rebuilding or replacement of **Property Insured** lost or destroyed which, provided **Our** liability is not increased, may be carried out:

- 1) in any manner suitable to **Your** requirements;
- 2) upon another site;
- ii) the repair or restoration of **Property Insured** damaged to a condition equivalent to, or substantially the same as, but no better or more extensive than its condition when new;

## 2) Average

If at the time of any loss or **Damage**, the Declared Value as specified on **Your Schedule** is less than the total value of such property **You** shall be considered as being **Your** own Insurer for the difference and shall bear a rateable share of the loss accordingly but **We** will not apply this Condition if the total value of such property is less than the **Sum Insured** stated on **Your Schedule**. Any **Excess**, if applicable, shall be applied after the Condition of Average.

## Section Extensions

### 1) Increased Sum Insured for Christmas and Wedding Gifts

The **Sums Insured** in respect of **Contents** are increased by 10% during December and for a period of one month preceding **Your** wedding or civil partnership and for a period of one month immediately after **Your** wedding or civil partnership.

### 2) Freezer Contents Extension

In the event of loss or damage to **Freezer Contents** caused by a rise or fall in temperature or contamination from refrigerant or refrigerant fumes **We** will pay the cost of replacement and, if incurred, the reasonable cost of hiring temporary alternative freezer space but **We** will not pay for

- a) **Loss or damage** resulting from the deliberate act of any power supply authority or the withholding or restricting of power by any power supply authority
- b) Loss or damage to **Freezer Contents** contained within freezers of 15 years of age or more

The maximum **We** will pay in respect of any one claim is the **Sum Insured**.

### 3) Household Contents Removal

**We** will pay for Accidental Damage to Household **Contents** while in direct transit from the **Home** for permanent removal to another, **Home** within the **Territorial Limits** 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) property more specifically insured.

### 4) Personal Liability

**We** will pay **You** for:

- a) all sums which **You** shall become legally liable to pay as damages (including interest);
- b) **Claimants' Costs and Expenses**, if **You** are ordered to pay them or paid with **Our** written consent;

- c) all **Costs and Expenses**, incurred by **You** with **Our** written consent in defending any claim under this extension;
- d) solicitor's fees incurred with **Our** 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 payable under this Extension or at any coroner's inquest or fatal accident inquiry.

arising from

- a) the occupation of the **Home** but not its ownership or
- b) the private pursuits of **You** or **Your Family**

**We** will also pay **You** in the event of an incident occurring, during the **Period of Insurance**, which results in a judgement for damages being obtained by **You**, in any court situate in the **Territorial Limits** if the award has remained unsatisfied in whole or in part three months after the date of such judgement, the amount of such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- i) there is no appeal outstanding; and
- ii) that **You** would have been entitled to payment under this Extension had **Your** position and the position of the party responsible been reversed.

**Our** liability under this Extension for all damages (including interest) 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 amount specified in **Your Schedule**.

**We** will not pay for any legal liability claims caused by or arising from:

- a) the ownership, possession or use by **You** or on **Your** behalf of any craft other than hand or foot propelled watercraft;
- b) the ownership, possession or use by **You** or on **Your** behalf of any mechanically propelled vehicle (or trailer attached to a vehicle) licensed for road use under the Road Traffic Act(s)
- c) the ownership, possession or use by **You** or on **Your** behalf of any aircraft including models;
- d) the ownership, possession or use by **You** or on **Your** behalf of any animals other than domestic cats, dogs and horses (when being used for private purposes)
- e) the ownership, possession or use by **You** or on **Your** behalf of any animals used for racing, steeple chasing, polo playing or hunting;
- f) the ownership, possession or use by **You** or on **Your** behalf of any firearms other than sporting guns whilst being used within the Territorial Limits only;
- g) the ownership, possession or use by **You** or on **Your** behalf of any dogs referred to in the Dangerous Dogs Act 1991 or The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dangerous Dogs (Scotland) Act 2010 or any amending legislation;
- h) any professional or **Business** activities carried out by **You** or on **Your** behalf;
- i) malpractice by **You** or on **Your** behalf;
- j) the sale, supply or administration of drugs, medicines, chemicals or medical supplies or equipment, by **You** or on **Your** behalf;
- k) any treatment used, practised or performed by **You** or on **Your** behalf other than when performing first aid;
- l) any surgical operation or medical procedure performed by **You** or on **Your** behalf;



- m) **Bodily Injury** caused to any **Employee** arising out of and in the course of such person's employment or engagement with **You**;
- n) Loss or damage to property belonging to or in the charge of **You** or under **Your** control;
- o) any agreement which would not have attached in the absence of such agreement;
- p) the ownership or occupation of land or buildings;
- q) the transmission of any communicable disease
- r) any action brought against **You** in any court outside the European Union;
- s) **Bodily Injury to You**.

#### 5) **Liability to Domestic Staff**

**We** will pay **You** for:

- a) all sums which **You** shall become legally liable to pay as damages (including interest);
- b) **Claimants' Costs and Expenses**, if **You** are ordered to pay them or paid with **Our** written consent;

for death or **Bodily Injury** to **Domestic Staff** arising out of their employment within the **Territorial Limits** but **We** will not pay for legal liability claims arising from death or **Bodily Injury** sustained by **Domestic Staff**

- i) carried in or upon a vehicle or
- ii) entering or getting on to or alighting from a vehicle where death or **Bodily Injury** is caused or arises out of the use by **You** of a vehicle

For the purposes of this extension the words "vehicle" and "use" have the same meaning as in the Road Traffic Act 1988 or amending or subsequent legislation **Our** liability under this Extension for all damages (including interest) 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 £10,000,000.

#### 6) **Tenants Liability**

**We** will pay for Damage to the construction of the **Building** including structural fixtures and fittings and internal decorations, caused by any of the Perils (where stated as operative in the **Schedule**) or accidental **Damage** to drains, pipes, cables and underground tanks (including their relevant inspection covers), providing services to or extending from the **Building** to the public supply, for which **You** are legally responsible as the tenant.

**Our** liability under this Extension shall not exceed 25% of the **Contents Sum Insured** in any one **Period of Insurance**.

#### 7) **Business records**

**We** will pay for the reasonable and necessary cost of reconstituting the data **You** need to continue **Your Business** following **Damage** to **Your Home** office **Business** records and electronic data.

The maximum **We** will pay under this Extension for any one claim is £10,000.

#### 8) **Contents in your Garden**

**We** will pay for **Damage** to **Contents** in **Your Garden** excluding **Damage** to Trees, shrubs or other plants.

The maximum **We** will pay under this Extension for any one claim is £5,000.

## Section 1C | Personal Belongings

This part of the policy sets out the cover **We** provide for **Your Contents** outside **Your Home**, **Money** and **Credit Cards** subject to the **Sums Insured** and limits shown.

### Your Cover

Loss or damage to **Your Contents** outside **Your Home** and the land belonging to **Your Home**, anywhere in the **Territorial Limits** and temporarily elsewhere for a total of 60 days in any **Period of Insurance** while in the possession of any of **Your Family**.

The maximum amount payable in respect of unspecified jewellery, personal effects and contents not specified is £2,500 any one item.

### Basis of Claims Settlement

- 1) a) Where the loss or damage can be economically repaired, **We** will either arrange or authorize repair and **We** will pay the cost of repair;
- b) Where the loss or damage cannot be economically repaired and the damaged or lost item can be replaced, **We** will either replace it or authorise replacement and pay the cost of replacement. If a replacement is not available **We** will either replace it or authorise replacement with an item of similar quality;
- c) Where **We** are unable economically to repair or to replace an item with an item of similar quality, **We** will make a cash payment equal to the market value;
- d) Where **We** have offered to repair or to replace an item but **You** prefer a cash settlement, **We** will make a payment based on market value at the time of loss or damage.
- e) At our option, **We** will make a cash settlement equal to the cost of replacement or repairs.
- f) For clothing, a deduction for wear and tear may be made.

## Section Conditions

### 1) **Proof of Value**

It is a condition precedent to **Our** liability that in the event of loss or damage to any one article or pair or set of articles exceeding a value of £5,000, **You** shall provide Us with a valuation or other such proof as **We** may request before any payment can be made.

### 4) **Storage of Licensed Firearms**

It is a condition precedent to **Our** liability that **You** must store any licensed firearms and/or shotguns when not in use in a secure, locked gun cabinet or gun safe in accordance with any current legislation covering the storage of firearms.

## Section Extensions

### Personal Money and Credit Cards

We will pay for

- a) Loss of **Money** outside **Your Home** and the land belonging to **Your Home**, anywhere in the British Isles and temporarily elsewhere for a total of 60 days in any **Period of Insurance** while in the possession of **Your Family**.
  - b) Financial loss anywhere in the world resulting from any of **You** or **Your Family's Credit cards** being lost or stolen, or the **Credit card** details being fraudulently obtained, and used without the permission of any authorised cardholder.
- but **We** will not pay for loss or damage resulting or arising from
- a) errors or omissions in receipts, payments or accountancy;
  - b) loss of **Money** not reported to the police within 24 hours of discovery.
  - c) any authorized cardholder not following the terms and conditions under which the **Credit card** was issued.
  - d) Use of **Credit Cards** by any of **Your Family** without the permission of any authorised cardholder.

The most **We** will pay for any one claim for **Money** and **Credits Cards** is the **Sum Insured** shown on **Your** schedule.

- n) loss or damage to any item arising from its own mechanical, electrical or electronic breakdown or derangement or from adjustment, maintenance or repair;
- o) erasure or distortion of information, on computer systems or other records;
- p) loss or damage by confiscation or detention, by Customs or other officials or authorities;
- q) loss or damage following dishonesty or fraudulent action by any person lawfully in the **Home**;
- r) loss or damage by chewing, scratching, tearing or fouling, by domestic pets.
- s) loss or damage directly or indirectly arising from biological or chemical contamination which is caused by an act of **Terrorism**;
- t) loss or damage directly or indirectly arising from any failure in the supply of gas, water, electricity or phone service to **Your Home**; which is caused by an act of **Terrorism**

## Section Exceptions – 1A, 1B and 1C

1) **We** will not pay for:

- a) The **Excess** stated in **Your Schedule**
- b) Loss or damage to motor vehicles, caravans, watercraft, aircraft or animals (unless otherwise specified in **Your Schedule**);
- c) property or legal liability more specifically insured;
- d) property left in an unattended motor vehicle unless all doors, windows and the boot or hatchback, are closed and securely locked;
- e) any wilful or malicious acts by **You**;
- f) loss or damage to any one article or pair or set of articles with a value in excess of that specified in the **Schedule**;
- g) loss or damage to pedal cycles:
  - i) by theft if left unattended anywhere other than at the **Home** unless immobilised by a security device; or
  - ii) when being used for or practising for, racing, pacemaking or time trials;
- h) loss or damage to Sports Equipment whilst in use;
- i) loss or damage caused by or resulting from riot, civil commotion or strikes outside the **Territorial Limits**;
- j) loss or damage caused by or resulting from wear and tear, the action of light or atmosphere or any other gradually operating cause, moths, vermin or insects;
- k) loss or damage caused by or resulting from misuse or use contrary to manufacturers' instructions or interference with any component part;
- l) loss or damage caused by or resulting from any process of cleaning, dyeing, restoring, adjusting or repairing;
- m) loss or damage caused by or resulting from corrosion, dampness, dryness, wet or dry rot, marring, scratching, bruising or deterioration;

## Section 2 | Agricultural Buildings

### Special Definitions

The following Special Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section in **bold** type. They should also be read in conjunction with the Definitions at the start of the **Policy**.

#### Limit/Sum Insured

The maximum amount **We** will pay under this **Policy** as shown in **Your Schedule** or in this **Policy**.

#### Location

A designated postcode area including the second part of the postcode

### Your Cover

**We** will pay **You** in respect of **Damage** to **Agricultural Buildings** occurring during the **Period of Insurance** at the **Premises** and caused by each of the following Specified Perils as they appear in the **Schedule**.

Specified Perils (if shown as insured in <b>Your Policy Schedule</b> )	but <b>We</b> will not indemnify <b>You</b> for <b>Damage</b>
Fire	<ul style="list-style-type: none"> <li>a) caused by explosion resulting from fire;</li> <li>b) caused by earthquake or subterranean fire;</li> <li>c) to that portion of any item of the <b>Agricultural Buildings</b> caused by its own self ignition leakage of electricity, short circuiting or over running;</li> <li>d) caused by: <ul style="list-style-type: none"> <li>i) spontaneous fermentation or heating;</li> <li>ii) The undergoing of any heating process or involving the application of heat.</li> </ul> </li> </ul>
Lightning	

Explosion	<ul style="list-style-type: none"> <li>a) caused by the bursting of any boiler, economiser or other vessel, machine or apparatus belonging to <b>You</b> or under <b>Your</b> control in which internal pressure is due to steam only;</li> <li>b) to any vessel, machine or apparatus or its contents resulting from explosion but this shall not exclude <b>Damage</b> caused by explosion of any boiler or gas appliance used for domestic purposes only.</li> </ul>
Aircraft and/or other aerial devices and/or articles dropped from them	
Earthquake or Subterranean Fire	
Spontaneous Fermentation, Heating or Combustion	
Riot, Civil Commotion, Strikers, Locked-Out Workers, Persons Taking Part In Labour Disturbances or Malicious Persons	<ul style="list-style-type: none"> <li>a) arising from the cessation of work;</li> <li>b) arising from confiscation or destruction or requisition by order of the Government or any public authority;</li> <li>c) caused by a person who is lawfully in the <b>Agricultural Building</b></li> </ul>
Storm or Tempest or Flood	<ul style="list-style-type: none"> <li>a) by frost, a rise in the water table, subsidence, heave or landslip;</li> <li>b) to fences, gates and moveable property in the open;</li> <li>c) to <b>Agricultural Buildings</b> not maintained in a good state of repair.</li> </ul>
Bursting, Overflowing or Leakage of Fuel, Oil, Fertiliser or Water Storage Tanks, Apparatus or Pipes	caused by water discharged or leaking from an automatic sprinkler installation.
Impact by any vehicle, train, including items dropped from them, or animal	
Impact By Falling Trees, Telegraph Poles, Lampposts, Wind Turbines, Pylons including items dropped from them	
Theft or attempted theft	<ul style="list-style-type: none"> <li>a) Loss or <b>Damage</b> caused by or in collusion with any member of <b>Your Family</b> or <b>Employee</b></li> <li>b) unexplained disappearance, unexplained shortage, inventory shortage, misfiling or misplacing of information</li> </ul>



## Basis of Claims Settlement

**We** will pay **You** the value of the **Agricultural Buildings** at the time of its loss or destruction, or the amount of the **Damage**, or at **Our** option will reinstate or replace the **Agricultural Buildings**.

The most **We** will pay for any one claim is the Total **Sum Insured** under this section of **Your Policy**, or for each item its individual **Sum Insured**, or any other **Limit** stated under this Section of **Your Policy** whichever is the less at the time of **Damage**;

## Basis of Claims Adjustments

Unless stated otherwise in the **Schedule** the basis of settlement will be adjusted in accordance with the following clauses.

### 1) Reinstatement (Day One)

The amount payable in respect of **Agricultural Buildings** shall be either

- a) the cost of reinstatement of the **Damage**;  
For this purpose Reinstatement means:
  - i) the rebuilding or replacement of **Agricultural Buildings** lost or destroyed which, provided **Our** liability is not increased, may be carried out:
    - 1) in any manner suitable to **Your** requirements;
    - 2) upon another site;
  - ii) the repair or restoration of **Agricultural Buildings** damaged to a condition equivalent to, or substantially the same as, but no better or more extensive than its condition when new; or
- b) **You** can choose a modern materials basis of settlement which means
  - i) in the event of total destruction of the **Agricultural Buildings** the cost of providing a modern building with comparable facilities
  - ii) in the event of **Damage** the cost of repair using modern materialsProvided that the overall cost of replacement / repair on this basis is no more than the cost that would have been incurred by reinstating the **Agricultural Buildings** in its existing style

### 2) Average

If at the time of any **Damage**, the Declared Value as stated on **Your Schedule** is less than the total value of such property (or if replaced / repaired in modern materials the value of such property on this basis of settlement) **You** shall be considered as being **Your** own Insurer for the difference and shall bear a proportionate share of the loss accordingly but **We** will not apply this Condition if the total value of such property is less than the **Sum Insured** stated on **Your Schedule**. Any **Excess**, if applicable, shall be applied after this Condition of Average.

## Section Extensions

Where **We** provide the same Extension of cover under more than one section of **Your Policy** the limit specified is an aggregate limit across all sections of **Your Policy**

### 1) European Union and Public Authorities Clause

Following **Damage** to each item under **Agricultural Buildings** **We** will pay the additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with any:

- a) European Union legislation; or
- b) building or other regulations under or framed in pursuance of any Act of Parliament or by- laws of any public authority (both of which are defined as Regulations for the purposes of this Extension) in respect of:
  - i) the **Agricultural Buildings** the subject of the **Damage**;
  - ii) undamaged portions of the **Buildings**;
  - iii) any water supply equipment at the **Premises** supplying the sprinkler installation in undamaged portions of the **Premises**;

This Extension does not apply to:

- a) The cost incurred in complying with the Regulations:
  - i) in respect of **Damage** occurring prior to inception of this **Policy**;
  - ii) in respect of **Damage** not insured by this Section;
  - iii) under which notice has been served upon **You** prior to the happening of the **Damage**;
  - iv) for which there is an existing requirement which has to be implemented within a given period in respect of undamaged **Agricultural Buildings** or undamaged portions of the **Agricultural Buildings** other than foundations of that portion of the **Agricultural Buildings** the subject of the **Damage**.
- b) The additional cost that would have been required to make good the **Agricultural Buildings** the subject of the **Damage** to a condition equal to their condition when new had the necessity to comply with the Regulations not arisen;
- c) The amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **Agricultural Buildings** or by the owner by reason of compliance with Regulations

It is a condition precedent to **Our** liability that

- i) 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 **We** may allow and may be earned out upon another site (if the Regulations so necessitate) subject to the **Our** liability under this Extension not being increased;
- ii) if **Our** liability under any item of this Section apart from this Extension shall be reduced by the application of any of the terms Conditions and Exceptions of this Section then **Our** liability under this Extension in respect of any such item shall be reduced by the same proportion;
- iii) the total amount recoverable under any item of this Section shall not exceed:
  - 1) for undamaged portions of the **Agricultural Buildings** (other than foundations) 20% of the **Sum Insured** for that item at the **Premises** where the **Damage** occurred;
  - 2) for other items, the **Sum Insured**.

## 2) Repairs And Alterations

Joiners and other tradesmen may be employed to effect repairs or minor structural alterations in all or any of the **Agricultural Buildings** insured without prejudice to the insurance.

## 3) Architects, Surveyors, Legal and Other Professional Fees

The **Sum Insured** under each item of **Agricultural Buildings** in the **Schedule** includes an amount in respect of architects, surveyors, legal and other professional fees necessarily incurred in the reinstatement of the **Agricultural Buildings** consequent upon **Damage** but not an amount for preparing any claim. The amount payable under this Extension shall not exceed the fees authorised under the scale of charges for the respective professional bodies at the time of **Damage**. The amount payable for **Damage** and fees shall not exceed in the aggregate the **Sum Insured** by each item.

## 4) Removal of Debris

The **Sum Insured** for **Agricultural Buildings** includes **Costs and Expenses** incurred with **Our** consent for:

- a) Removal of debris;
- b) Dismantling or demolishing;
- c) Shoring up or propping of the portion or portions of the **Agricultural Buildings** sustaining **Damage** by any of the Specified Perils.

**We** will not pay **You** under this Extension in respect of **Costs and Expenses**:

- i) incurred in removing debris from anywhere other than the site of the **Damage** and the area adjacent to it;
- ii) arising from pollution or contamination of property not insured under this Section;
- iii) more specifically insured elsewhere.

The maximum **We** will pay under this Extension for any one claim is £25,000

## 5) Removal of Asbestos Debris

**We** will pay for the cost of removal of **Asbestos** debris following **Damage** to **Agricultural Buildings**.

The maximum **We** will pay under this Extension for any one claim is £100,000.

## 6) Loss of Metered Utilities

**We** will pay charges for which **You** are responsible if water, oil, gas or electricity is accidentally discharged from a metered system providing service to the **Premises** as a result of **Damage** insured under this Section.

The maximum **We** will pay under this Extension for any one claim is £10,000.

## 7) Trace and Access

**We** will pay reasonable costs and expenses with **Our** consent in locating the source of any escape of water from any fixed domestic water services or heating installation or escape of fuel oil including subsequent repair to walls, floors or ceilings provided such **Damage** is insured by this Section.

But **We** will not pay for:

- a) the cost of repairs to any fixed domestic water services or heating installation;
- b) damage resulting solely from a change in the water table level.

The maximum **We** will pay under this Extension shall not exceed £25,000 in the aggregate during any one **Period of Insurance**.

## 8) Seventy Two Hour Clause

**Damage** occurring within 72 consecutive hours of and arising from the Specified Perils of storm or flood is deemed to be one claim for the purposes of this Section. **You** have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this Section provided that such **Damage** occurred prior to the expiry of the **Period of Insurance**.

## 9) Replacement Locks & Keys

**We** will pay **You** for the cost of replacing locks and keys at the **Your Premises** following theft or attempted theft:

- a) From **Your** home;
- b) From **Your** director's homes;
- c) From the home of any authorised **Employee**;
- d) whilst in **Your** custody or the custody of an **Employee** following theft involving violence or threat of violence.

The maximum **We** will pay under this Extension for any one claim is £5,000.

## 10) Sale of Building Contracting Purchaser's Interest

If at the time of **Damage** to the **Agricultural Buildings** **You** have contracted to sell **Your** interest in those **Agricultural Buildings** and the purchase is not complete the contracting purchaser shall on completion be entitled to benefit under this insurance without prejudice to **Your** (or **Our**) rights and liabilities up to the date of completion but only to the extent that the purchaser cannot recover the loss from insurance placed elsewhere by them or on their behalf

## 11) Fire Extinguishing Expenses

**We** will pay **You** in respect of **Costs and Expenses** incurred in refilling recharging or replacing any:

- a) portable fire extinguishing appliances;
- b) local fire suppression system;
- c) fixed fire suppression system;
- d) sprinkler installation; or
- e) sprinkler heads.

as a result of **Damage** as insured by this Section.

**We** will not pay **You** under this Extension in respect of any **Costs and Expenses** recoverable from the maintenance company or fire service.

It is a condition precedent to **Our** liability that **You** must maintain all such equipment in accordance with the manufacturer's instructions.

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

## 12) Value Added Tax

The insurance by this Section extends to include Value Added Tax paid by **You** (including 'self -supply' Value Added Tax where appropriate) which is not subsequently recoverable provided that:

- a) **Your** liability for such tax arises solely as a result of the reinstatement or repair of the **Agricultural Buildings** following **Damage** and **We** have paid or have agreed to pay for such **Damage**;
- b) if any payment by **Us** in respect of the reinstatement or repair of such **Damage** is less than the actual cost of reinstatement or repair any payment under this Extension resulting from that **Damage** will be reduced by the same proportion;
- c) **Your** liability for such tax does not arise from the replacement building having greater floor area than or being better or more extensive than the destroyed or damaged **Agricultural Building**;
- d) where an option to reinstate on another site is exercised **Our** liability under this Extension will not exceed the amount of tax that would have been payable had the building been built on its original site;
- e) **Our** liability under this Extension will not include amounts payable by **You** as penalties or Interest for non-payment or late payment of tax.

The following amendments are made to the **Policy** in respect of this Extension only:

- i) for the purposes of any Condition of Average rebuilding costs will be exclusive of Value Added Tax
- ii) **Our** liability may exceed the **Sum Insured** where such excess is solely in respect of Value Added Tax.

## 13) Drain Clearance

The **Sum Insured** for each item under **Agricultural Buildings** extends to include **Costs and Expenses** necessarily incurred by **You** and to which **We** agree for cleaning and/or clearing drains, sewers and gutters for which **You** are responsible and liable following **Damage** as insured by this Section.

The maximum **We** will pay for any one claim under this Extension is £5,000.

## 14) 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 **Your** control, provided that immediately **You** become aware of the increased risk shall give notice to **Us** and pay any additional premium applicable.

## 15) Underground Services

**We** will pay for the cost of repairing **Damage** to underground water, gas, sewer, drain or fuel pipes and underground electricity or telephone cables.

The maximum **We** will pay for any one claim under this Extension is £25,000.

## 16) Clear Up Costs (Own Property)

**We** will pay for the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances from tanks on **Your Premises** caused by a sudden accidental and specific event occurring in the **Period of Insurance**.

The maximum **We** will pay under this Extension is £25,000 in the aggregate during any **Period of Insurance**.

**We** 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.

## 17) Dumping and Fly Tipping

**We** will pay the cost of cleaning up and removing any materials arising out of and due to dumping or tipping on **Your Premises** caused by a sudden specific event outside of **Your** control.

The maximum **We** will pay under this Extension for any one claim is £10,000.

**We** 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.

## 18) Rent

**We** will pay for Rent which ceases to be paid to or be payable by **You** following **Damage** to the **Agricultural Buildings**.

The maximum **We** will pay is 20% of the **Sum Insured** for **Agricultural Buildings** that have been damaged.

## 19) Damage by Emergency Services

**We** will pay **You** the cost of restoring any damage caused to gardens and grounds for which **You** are responsible by the emergency services in attending the **Premises** as a result of the operation of any Specified Peril insured under this Section.

The maximum **We** will pay under this Extension is £10,000 in any one **Period of Insurance**.

## Section Exception

**We** will not pay **You** under this Section for the **Excess** stated in **Your Schedule**.

## Section 3 | Agricultural Contents

### Special Definitions

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in **bold** type in the Section. They should also be read in conjunction with the Definitions at the start of the **Policy**.

#### Limit/Sum Insured

The maximum amount **We** will pay under this **Policy** as shown in **Your Schedule** or in this **Policy**.

#### Overground Services

Overground telephone, gas, water and electrical meters, pipes and cables at the **Premises** which are owned by **You** or for which **You** are legally responsible

#### Property Insured

**Agricultural Contents**, Stock (excluding **Livestock**) and any other property as defined under this Section in the **Schedule**.

#### Your Cover

**We** will pay **You** in respect of **Damage** to **Property Insured** occurring during the **Period of Insurance** at the Premises and caused by each of the following Specified Perils as they appear in the **Schedule**.

Specified Perils (if shown as insured in your Policy Schedule)	but <b>We</b> will not pay <b>You</b> for damage
Fire	<ul style="list-style-type: none"> <li>a) caused by explosion resulting from fire;</li> <li>b) caused by earthquake or subterranean fire;</li> <li>c) to that portion of any item of the Property Insured caused by its own self ignition leakage of electricity, short circuiting or over running;</li> <li>d) caused by: <ul style="list-style-type: none"> <li>i) spontaneous fermentation or heating;</li> <li>ii) The undergoing of any heating process or involving the application of heat.</li> </ul> </li> </ul>
Lightning	

Explosion	<ul style="list-style-type: none"> <li>a) caused by the bursting of any boiler, economiser or other vessel, machine or apparatus belonging to You or under Your control in which internal pressure is due to steam only;</li> <li>b) to any vessel, machine or apparatus or its contents resulting from explosion but this shall not exclude Damage caused by explosion of any boiler or gas appliance used for domestic purposes only.</li> </ul>
Aircraft and/or other aerial devices and/or articles dropped from them	
Earthquake or Subterranean Fire	
Spontaneous Fermentation, Heating or Combustion	
Riot, Civil Commotion, Strikers, Locked-Out Workers, Persons Taking Part In Labour Disturbances or Malicious Persons	<ul style="list-style-type: none"> <li>a) arising from the cessation of work;</li> <li>b) arising from confiscation or destruction or requisition by order of the Government or any public authority;</li> <li>c) caused by a person who is lawfully in the <b>Building</b></li> </ul>
Storm or Tempest or Flood	<ul style="list-style-type: none"> <li>a) by frost, a rise in the water table, subsidence, heave or landslip;</li> <li>b) to fences, gates, growing crops and moveable property in the open;</li> </ul>
Bursting, Overflowing or Leakage of Fuel, Oil, Fertiliser or Water Storage Tanks, Apparatus or Pipes	caused by water discharged or leaking from an automatic sprinkler installation.
Impact by any vehicle, train, including items dropped from them, or animal	
Impact By Falling Trees, Telegraph Poles, Lampposts, Wind Turbines, Pylons including items dropped from them	
Theft or attempted theft	<ul style="list-style-type: none"> <li>a) Loss or <b>Damage</b> caused by or in collusion with any member of <b>Your Family</b> or <b>Employee</b></li> <li>b) unexplained disappearance, unexplained shortage, inventory shortage, misfiling or misplacing of information</li> </ul>



## Basis of Claims Settlement

We will pay **You** the value of the **Property Insured** at the time of its loss or destruction, or the amount of the **Damage**, or at **Our** option will reinstate or replace the **Property Insured**. The most **We** will pay for any one claim is the Total **Sum Insured** under this section of **Your Policy**, or for each item its individual **Sum Insured**, or any other **Limit** stated under this Section of **Your Policy** whichever is the less at the time of **Damage**;

## Basis of Claims Adjustments

Unless stated otherwise in the **Schedule** the basis of settlement will be adjusted in accordance with the following clauses:

### 1) Reinstatement (Day One)

- a) The amount payable in respect of **Property Insured** shall be the cost of reinstatement of the property lost, destroyed or damaged.

For this purpose Reinstatement means:

- i) the rebuilding or replacement of **Property Insured** lost or destroyed which, provided **Our** liability is not increased, may be carried out:
  - 1) in any manner suitable to **Your** requirements;
  - 2) upon another site;
- ii) the repair or restoration of **Property Insured** damaged.

In either case to a condition equivalent to, or substantially the same as, but no better or more extensive than its condition when new.

- b) **You** having stated in writing the **Declared Value** shown in brackets below the **Sum Insured** for each of the said items the premium has been calculated accordingly.

- 2) a) At inception of each **Period of Insurance**, **You** shall notify **Us** of the **Declared Value** of **Property Insured**. In the absence of such declaration the last amount declared by **You** will be taken as the **Declared Value** for the new **Period of Insurance**, appropriately adjusted by Index Linking;
- b) If at the time of **Damage** the **Declared Value** of the **Property Insured** is less than the cost of reinstatement at inception of the **Period of Insurance**, the amount payable by **Us** will be proportionately reduced;
- c) **Our** liability for the repair or restoration of **Property Insured** damaged in part only, shall not exceed the amount which would have been payable if such **Property Insured** had been wholly destroyed;
- d) No payment beyond the amount **We** would have paid will be made in the absence of this clause will be made
  - i) unless Reinstatement commences and proceeds without unreasonable delay
  - ii) until the cost of Reinstatement has actually been incurred
- e) where **Property Insured** at the time of **Damage** is covered by any other insurance effected by **You**, or on **Your behalf**, which is not on the same basis of reinstatement.

All the terms and conditions of this Section and of the **Policy** shall apply:

- i) to any claim payable under the provisions of this clause, other than where they are expressly varied by the terms of this clause;
- ii) where claims are payable as if this clause had not been incorporated, except that **Sums Insured** will be limited to 125% of **Declared Value(s)**.

### 2) Average

If at the time of any **Damage**, the Declared Value as stated on **Your Schedule** is less than the total value of such property (or if replaced / repaired in modern materials the value of such property on this basis of settlement) **You** shall be considered as being **Your** own Insurer for the difference and shall bear a proportionate share of the loss accordingly but **We** will not apply this Condition if the total value of such property is less than the **Sum Insured** stated on **Your Schedule**. Any **Excess**, if applicable, shall be applied after this Condition of Average.

### 3) Walls, Fences, Gates and Hedges

The **Sum Insured** provided by this item represents the maximum amount payable, for any one claim. Average will not be applied to any claim.

### 4) Designation

For the purpose of determining where necessary the column or heading under which any **Property Insured** is covered, **We** agree to accept the designation under which such property has been entered in **Your** books.

## Section Extensions

Where **We** provide the same Extension of cover under more than one section of **Your Policy** the limit specified is an aggregate limit across all sections of **Your Policy**

### 1) Removal of Debris

The **Sum Insured** for **Property Insured** includes **Costs and Expenses** incurred with **Our** consent for:

- d) Removal of debris;
- e) Dismantling or demolishing;
- f) Shoring up or propping of the portion or portions of the **Property Insured** sustaining **Damage** by any of the Specified Perils.

**We** will not pay **You** under this Extension in respect of **Costs and Expenses**:

- i) incurred in removing debris from anywhere other than the site of the **Damage** and the area adjacent to it;
- ii) arising from pollution or contamination of property not insured under this Section;
- iii) more specifically insured elsewhere.

The maximum **We** will pay under this Extension for any one claim is £25,000.

### 2) Seventy Two Hour Clause

**Damage** occurring within 72 consecutive hours of and arising from the Specified Perils of storm or flood is deemed to be one claim for the purposes of this Section. **You** have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this Section provided that such **Damage** occurred prior to the expiry of the **Period of Insurance**.

### 3) Fire Extinguishing Expenses

**We** will pay **You** in respect of **Costs and Expenses** incurred in refilling recharging or

replacing any:

- a) portable fire extinguishing appliances;
- b) local fire suppression system;
- c) fixed fire suppression system;
- d) sprinkler installation; or
- e) sprinkler heads.

as a result of **Damage** as insured by this Section.

**We** will not pay **You** under this Extension in respect of any **Costs and Expenses** recoverable from the maintenance company or fire service.

It is a condition precedent to **Our** liability that **You** must maintain all such equipment in accordance with the manufacturer's instructions.

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

#### 4) 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 **Your** control, provided that immediately **You** become aware of the increased risk shall give notice to **Us** and pay any additional premium applicable.

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

**We** will pay for the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances from tanks on **Your Premises** caused by a sudden accidental and specific event occurring in the **Period of Insurance**.

The maximum **We** will pay under this Extension is £25,000 in the aggregate during any **Period of Insurance**.

**We** 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.

#### 6) Dumping and Fly Tipping

**We** will pay the cost of cleaning up and removing any materials arising out of and due to dumping or tipping on **Your Premises** caused by a sudden specific event outside of **Your** control.

The maximum **We** will pay under this Extension for any one claim is £10,000.

**We** 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.

#### 7) Loss of Metered Utilities

**We** will pay charges for which **You** are responsible if water, oil, gas or electricity is accidentally discharged from a metered system providing service to the **Premises** as a result of **Damage** insured under this Section.

The maximum **We** will pay under this Extension for any one claim is £10,000.

#### 8) Property Held In Trust

**Property Insured** extends to include property not belonging to **You** whilst in **Your** custody or control for which **You** are responsible.

#### 9) Fuel Tanks and Contents

**We** will pay for **Damage** to fuel tanks and their contents.

The maximum **We** will pay under this Extension for any one claim is £7,500.

**We** 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.

### Section Exceptions

**We** will not pay **You** under this Section for

- 1) the **Excess** stated in **Your Schedule**.
- 2) **loss destruction or damage to** Motor Vehicles, Trailers and Attachments unless stated on **Your Schedule**.

## Section 4 | Livestock

### Definitions

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in **bold** type in the Section. They should also be read in conjunction with the Definitions at the start of the **Policy**.

### Fatal Injury

Violent, accidental and visible act including poisoning which occurs at an identifiable time and place during the **Period of Insurance** which causes death to **Livestock**.

### Limit/Sum Insured

The maximum amount **We** will pay under this **Policy** as shown in **Your Schedule** or in this **Policy**.

### Your Cover

**We** will pay **You** in respect of loss to Livestock occurring during the **Period of Insurance** at the **Premises** and caused by each of the following Specified Perils as they appear in the **Schedule**.

The maximum payable will not exceed either

- a) the market value of the animal(s) or
- b) a maximum of £10,000 any one animal
- c) a maximum of £5,000 any one horse
- d) a maximum of £3,000 any one working dog

whichever is the lesser unless specified on **Your Schedule**

Specified Perils (if shown as insured in Your Schedule)	but We will not pay You for Damage
Fire	<ul style="list-style-type: none"> <li>a) caused by explosion resulting from fire;</li> <li>b) to property caused by it undergoing any process involving the application of heat other than grain drying.</li> </ul>
Aircraft or other aerial devices or items dropped from them	
Lightning	
Explosion	<ul style="list-style-type: none"> <li>a) caused by the bursting of any boiler economiser or other vessel machine or apparatus belonging to <b>You</b> or under <b>Your</b> control in which internal pressure is due to steam only;</li> <li>b) to any vessel machine or apparatus or its contents resulting from the explosion but this shall not exclude <b>Damage</b> caused by explosion of any boiler or gas appliance used for domestic purposes only.</li> </ul>

Earthquake or Subterranean Fire	
Riot, Civil Commotion, Strikers, Locked-Out Workers, Persons Taking Part In Labour Disturbances or Malicious Persons	<ul style="list-style-type: none"> <li>a) arising from the cessation of work;</li> <li>b) arising from confiscation or destruction or requisition by order of the Government or any public authority;</li> <li>c) caused by a person who is lawfully in the <b>Building</b></li> </ul>
Storm or Tempest or Flood)	to <b>Livestock</b> not situated in a fully enclosed building.
Bursting, Overflowing or Leakage of Fuel, Oil, Fertiliser or Water Storage Tanks, Apparatus or Pipes	caused by water discharged or leaking from an automatic sprinkler installation.
Impact by any vehicle, train, including items dropped from them, or animal	
Impact By Falling Trees, Telegraph Poles, Lampposts, Wind Turbines, Pylons including items dropped from them	to <b>Livestock</b> not situated in a fully enclosed building
Electrocution of <b>Livestock</b>	
Theft or attempted theft	<ul style="list-style-type: none"> <li>a) or loss occasioned by or in collusion with any member of <b>Your</b> family or <b>Business</b> staff</li> <li>b) <b>Livestock</b> kept on common or unfenced land</li> <li>c) unexplained shortage or mysterious disappearance</li> </ul>
Mysterious Disappearance or unexplained shortage of <b>Livestock</b> for a period of thirty days or more	<b>Livestock</b> kept on common or unfenced land
<b>Fatal Injury To Livestock</b> (Whilst Away From The <b>Premises</b> ) including <b>Livestock</b> In Transit.  Cover is provided for <b>Fatal Injury</b> to <b>Livestock</b> belonging to <b>You</b> or in <b>Your</b> care, custody or control whilst the <b>Livestock</b> were away from <b>Your Premises</b> and had strayed from the area in which they had been confined immediately prior to the loss, including loading and unloading on or from a vehicle, and driving along a public highway / thoroughfare.  Provided always that such injury shall solely and independently of any other cause result in the death of such <b>Livestock</b> or its necessary slaughter in the interest of humanity (under certificate by a qualified veterinary Surgeon) within thirty days of the occurrence of such injury.	<ul style="list-style-type: none"> <li>a) Slaughter without <b>Our</b> consent unless authorised by a qualified Veterinary Surgeon on humanitarian grounds only and carried out immediately consequent upon accident or injury;</li> <li>b) Castration or other surgical operation unless conducted by a qualified Veterinary Surgeon and certified by him to have been necessitated solely by accident, injury, illness or disease and to have been carried out in an attempt to preserve the animal's life;</li> <li>c) Inoculation which is not of a prophylactic nature or necessitates by accident, injury, illness or disease;</li> <li>d) Losses in respect of any animal being used other than for the Purpose of Use including the hiring of any animal to another party;</li> <li>e) <b>Livestock</b> in transit for hire and reward.</li> </ul>

<p><b>Fatal Injury To Livestock In Transit.</b> Cover is provided for <b>Fatal Injury to Livestock</b> belonging to You or in Your care, custody or control whilst the Livestock is being loaded or unloaded on or from a vehicle, and whilst driving along a public highway / thoroughfare.</p> <p>Provided always that such injury shall solely and independently of any other cause result in the death of such <b>Livestock</b> or its necessary slaughter in the interest of humanity (under certificate by a qualified veterinary Surgeon) within thirty days of the occurrence of such injury.</p>	<ul style="list-style-type: none"> <li>a) Slaughter without Our consent unless authorised by a qualified Veterinary Surgeon on humanitarian grounds only and carried out immediately consequent upon accident or injury;</li> <li>b) Castration or other surgical operation unless conducted by a qualified Veterinary Surgeon and certified by him to have been necessitated solely by accident, injury, illness or disease and to have been carried out in an attempt to preserve the animal's life;</li> <li>c) Inoculation which is not of a prophylactic nature or necessitates by accident, injury, illness or disease;</li> <li>d) Losses in respect of any animal being used other than for the Purpose of Use including the hiring of any animal to another party;</li> </ul>
<p><b>Fatal Injury To Livestock (Whilst On Own Premises).</b> Cover is provided for <b>Fatal Injury to Livestock</b> belonging to You or in Your care, custody or control.</p> <p>Provided always that such injury shall solely and independently of any other cause result in the death of such <b>Livestock</b> or its necessary slaughter in the interest of humanity (under certificate by a qualified veterinary Surgeon) within thirty days of the occurrence of such injury.</p>	<ul style="list-style-type: none"> <li>a) Slaughter without <b>Our</b> consent unless authorised by a qualified Veterinary Surgeon on humanitarian grounds only and carried out immediately consequent upon accident or injury;</li> <li>b) Castration or other surgical operation unless conducted by a qualified Veterinary Surgeon and certified by him to have been necessitated solely by accident, injury, illness or disease and to have been carried out in an attempt to preserve the animal's life;</li> <li>c) Inoculation which is not of a prophylactic nature or necessitates by accident, injury, illness or disease;</li> <li>d) Losses in respect of any animal being used other than for the Purpose of Use including the hiring of any animal to another party.</li> </ul>

<p><b>Livestock Worrying</b> Cover is provided for <b>Fatal Injury to Livestock</b> belonging to You or in Your care, custody or control caused by dogs (other than a dog or dogs owned by You or any member of <b>The Your Family</b>, foxes and vermin.</p> <p>Provided always that such injury shall, solely and independently of any other cause, result in the death of such <b>Livestock</b> or its necessary slaughter in the interests of humanity (under certificate by a qualified Veterinary Surgeon) within thirty days of the occurrence of such injury.</p>	<ul style="list-style-type: none"> <li>a) Slaughter without <b>Our</b> consent unless authorised by a qualified Veterinary Surgeon on humanitarian grounds only and carried out immediately consequent upon accident or injury;</li> <li>b) Castration or other surgical operation unless conducted by a qualified Veterinary Surgeon and certified by him to have been necessitated solely by accident, injury, illness or disease and to have been carried out in an attempt to preserve the animal's life;</li> <li>c) Inoculation which is not of a prophylactic nature or necessitates by accident, injury, illness or disease;</li> <li>d) Losses in respect of any animal being used other than for the Purpose of Use including the hiring of any animal to another party;</li> <li>e) <b>Fatal Injury</b> to any other animal other than Sheep, Goats, Cattle or Poultry.</li> </ul>
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## Basis of Claims Adjustments

### 1) Average

If at the time of any loss or **Damage**, the **Sum Insured** is less than 75% of the total value of such property You shall be considered as being Your own Insurer for the difference and shall bear a proportionate share of the loss accordingly. Any **Excess**, if applicable, shall be applied after the Condition of Average.

### 2) Designation

For the purpose of determining where necessary the column or heading under which any **Livestock** is covered, **We** agree to accept the designation under which such property has been entered in Your books.

## Section Extensions

Where **We** provide the same Extension of cover under more than one section of **Your Policy** the limit specified is an aggregate limit across all sections of **Your Policy**.

**We** will pay for

### 1) Veterinary Surgeon Fees

**We** will pay for veterinary surgeons fees including treatment fees necessarily incurred in an attempt to prevent death of **Livestock**, as a result of **Damage**

The maximum **We** will pay is £500 per animal and a maximum of £5,000 in respect of any one claim in the aggregate.



## 2) Knackers or Renderer

Any costs **You** are liable for to knackers, renderer or if **You** need to employ a bona fide disposal centre for the removal of any carcass incurred as a direct result of **Damage**. The maximum **We** will pay under this Extension for any one claim is £350 any one animal and £2,500 in the aggregate in any one **Period of Insurance**.

## 3) Rescue

Costs incurred to employ a professional rescue organisation or the police, for the attempted rescue or recovery of an insured animal, where Theft is insured. The maximum **We** will pay under this Extension for any one claim is £500.

## 4) Livestock Held in Trust

**Livestock** not belonging to **You** whilst in **Your** custody or control or for which **You** are responsible.

## Section Conditions

It is a condition precedent to Our liability that

### 1) Humane Slaughter

If any animal has to be slaughtered for humane reasons **You** must dispose of the carcass to the best advantage and any payment obtained by **You** will belong to **Us**.

### 2) Veterinary Surgeon's Report

In the event of **Damage** which may give rise to a claim (Theft and Mysterious Disappearance excepted) **You** 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 to be carried out.

If a veterinary surgeon's report is not provided **We** reserve our rights to repudiate **Your** claim

### 3) Animal Welfare

- a) **You** do everything that is reasonably practicable to ensure that **Livestock** are maintained in sound health and are free from any injury or physical disability whatsoever, congenital or otherwise, at the time of the commencement of the insurance.
- b) **Livestock** are carried in accordance with the European Union Welfare in Transport Regulation.

## 4) Market Value

**You** at **Your** own expense, provide any information and evidence that **We** may require to support the value of the animal including but not limited to satisfactory proofs as to the animals identity.

## Section Exceptions

**We** will not be liable in respect of:

- 1) Any losses arising as a result of pregnancy and/or parturition complications;
- 2) Any losses occurring outside the **Territorial Limits**;
- 3) **Damage** to horses being ridden in connection with hunting, racing, show jumping or other competitive events;
- 4) Consequential loss of any kind;
- 5) The **Excess** stated on **Your Schedule**.
- 6) any losses where **You** have agreed to euthanise the animal due to the cost of saving the animal exceeding £750 in veterinary surgeons fees but being less than the market value of the animal unless **You** have obtained agreement from **Us**

## Section 5 | Environmental Liability

### Special Definitions

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in **bold** type in the Section. They should also be read in conjunction with the Definitions at the start of the **Policy**.

#### Above Ground Storage Tank(s)

Any stationary container or vessel, including associated piping connected to it, which is less than ten per cent (10%) beneath the surface of the ground

#### Agricultural Contracting

The provision of services by **You** or on **Your** behalf for the production of crops and livestock, agricultural engineering work, agricultural haulage or agricultural produce storage.

**Agricultural Contracting** does not include the spraying of pesticides, herbicides or human waste.

#### Agriculture

- 1) Dairy farming; or
- 2) The production of any consumable produce which is grown for sale or for consumption or other use for the purposes of a trade or business or of any other undertaking (whether carried out for profit or not); or
- 3) The use of land as grazing meadow or pasture land or osier land or woodland or for market gardens or nursery; or
- 4) sheep dipping, drenching, jetting or any other treatment with the same or similar purpose, but not **Excluded Sheep Treatment**; or
- 5) Agricultural Contracting and the following specified associated activities:
  - a) Leisure activities – camping, caravan, bed & breakfast;
  - b) Livestock activities – horse livery, cattery/dog kennel, shooting, fishing;
  - c) Retail – farm shop, open farm; and
  - d) Property ownership – residential, commercial and retail.

**Agriculture** does not include any **Excluded Activities**.

#### Crawford and Company

The firm of loss adjusters appointed by **Us** to act on **Our** behalf, including such activities specified in the Extension applicable to this Section and the Conditions applicable to this Section. The contact details for the **Crawford and Company** are specified under “Important Information; How to make a claim” at the beginning of this Policy wording.

**Crawford and Company** is not **Our** agent for any other activity including but not limited to **Pollution Response** and/or the recommendation of any consultant(s) or contractor(s) to **You**.

#### Environmental Claim

A demand, notice or assertion of a legal right alleging liability or responsibility on **Your** part and includes any legal proceedings against **You** arising out of any **Pollution Condition** or **Natural Resource Damage**.

#### Clean-up Costs

Costs:

- 1) to investigate, assess, remove, dispose of, treat, abate, remediate, contain, neutralise or monitor any **Pollution Condition** provided that payment of such costs is required by law enacted to impose liability for a **Pollution Condition**, and
- 2) to carry out any preventive measures, emergency remedial actions or remedial measures as specified in the **Environmental Liability Directive**, provided always that such costs have been incurred by:
  - a) **You** or on **Your** behalf; or
  - b) a public authority acting under authority of a law enacted to impose liability for a **Pollution Condition** or the **Environmental Liability Directive**.

**Clean-up Costs** also include costs necessarily incurred by **You** to repair, restore or replace real or personal property at a **Covered Location** which is damaged while incurring **Clean-up Costs**, to the condition it was in prior to being damaged during the course of incurring **Clean-up Costs**, provided such costs do not exceed the actual cash value of the real or personal property immediately before the damage and further provided that the costs are not incurred in respect of any improvements or betterments.

**Clean-up Costs** also include **Emergency Costs**.

#### Covered Location

The **Premises** and total acreage used by **You** as stated in **Your Schedule** provided that the location is used predominantly for **Agriculture** and is within the United Kingdom, the Channel Islands or the Isle of Man.

#### Environmental Costs

A demand, notice or assertion of a legal right alleging liability or responsibility on **Your** part and includes any legal proceedings against **You** arising out of any **Pollution Condition** or **Natural Resource Damage**.

#### Emergency Costs

- 1) Reasonable and necessary **Clean-up Costs** incurred by **You** on an emergency basis where any delay on **Your** part would cause a significant increase in the cost of responding to an **Environmental Claim**, and
- 2) Emergency remedial actions carried out by **You** or on **Your** behalf pursuant to the **Environmental Liability Directive**.

#### Environmental Liability Directive

Environmental Liability Directive Legislation enacted to transpose Directive 2004/35/CE on environmental liability with regard to the prevention and remedying of environmental damage, as amended, into the domestic law of the United Kingdom (England, Scotland, Wales and Northern Ireland), including any amendments to such legislation, provided that the legislation has the force of law.

### Environmental Excess Amount

The first amount payable by You for each and every claim under this Section as stated in the **Environmental Excess Amounts** specified on **Your Schedule**.

### Excluded Activities

- 1) Intensive farming under the Environmental Permitting (England and Wales) Regulations 2010, as may be amended or re-enacted from time to time, or equivalent legislation in Scotland or Northern Ireland,
- 2) the collection, storage, transportation or spreading of human waste,
- 3) crop spraying undertaken by any person not holding the appropriate certification,
- 4) **Non-Recreational Fish Farming**,
- 5) landfills, and
- 6) waste storage facilities.

**Agricultural Contracting** does not include the spraying of pesticides, herbicides or human waste.

### Fly Tipping

The abandonment by anyone other than **You**, and without **Your** knowledge or consent, of any **Pollutants** or any drums, tanks, or similar containers holding **Pollutants**.

### Environmental Loss

- 1) Accidental **Bodily Injury** to any person,
- 2) Accidental **Property Damage** occurring during the **Period of Insurance** in the **Territorial Limits** and caused in connection with **Agriculture**.

### Environmental Defence Costs

Reasonable and necessary legal fees, fees paid to technical or other experts, costs, charges and expenses in the investigation, adjustment or defence of an **Environmental Claim**, provided such fees, costs, charges and expenses are incurred with **Our** prior written approval, which approval will not be unreasonably withheld or delayed.

**Environmental Defence Costs** do not include time and expense incurred by **You**, nor salaries of **Employees** in assisting in the investigation or resolution of an **Environmental Claim**, nor fees and expenses of lawyers or other experts retained by **You**.

**Excluded Sheep Treatment** means any sheep dipping, drenching, jetting or other treatment with the same or similar purpose which has not been, or is not being, carried out in full compliance with all laws, regulations, guidance, codes of practice and recommendations and/or for which the following have been or are being used:

any chemicals that are not authorised for such purposes including but not limited to Synthetic Pyrethroids, Cypermethrin and/or Organophosphates.

### Limit of Indemnity

**Our** liability under this Section shall not exceed the **Limit of Indemnity** stated in the **Schedule** applicable to this Section.

### Natural Resource Damage

Physical injury to, including the destruction of, protected species and natural habitats, water and land as specified in the **Environmental Liability Directive**.

### Non-Recreational Fish Farming

Rearing or processing of fish bait, fish eggs, fingerlings and/or fish.

### Pollutants

Any solid, liquid, gaseous or thermal pollutant, irritant or contaminant or poisonous, noxious or polluting matter, including but not limited to smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, hazardous materials, electromagnetic fields, and waste materials, including medical, infectious and pathological waste, and low level radioactive waste.

### Pollution Condition

The discharge, dispersal, release, seepage, migration, or escape of **Pollutants** into or upon land, or structures thereupon, the atmosphere, or any watercourse or body of water including groundwater.

### Pollution Response

The appointment by **You** of the **Appointed Loss Adjuster** to assist **You** in responding to a **Pollution Condition** or **Natural Resource Damage** for which **You** may be, or are, legally liable for **Clean-up Costs** or **Emergency Costs** arising from **Agriculture** at a **Covered Location** or arising from **Agricultural Contracting**.

### Pollution Response Costs

Fees, costs and expenses incurred by **You** for **Pollution Response**.

**Pollution Response Costs** do not include **Clean-up Costs** or **Emergency Costs** whether or not such **Clean-up Costs** or **Emergency Costs** are incurred by **Us** pursuant to the recommendation of a consultant, contractor or any other person by the **Appointed Loss Adjuster**.

### Property Damage

Physical injury to or destruction of tangible property, including the resulting loss of use thereof, and including the personal property of third parties, or loss of use of such property that has not been physically injured or destroyed provided that such physical injury or destruction of tangible property or loss of use is caused by a **Pollution Condition** or **Natural Resource Damage**.

### Retroactive Date

The inception date of the earliest policy under which **You** have:

- 1) purchased this Section of the **Policy**; or
- 2) continuously maintained, and have provided satisfactory evidence to show that **You** have purchased coverage that provides materially the same cover as that provided under this Section of the **Policy**.

### Slurry Lagoon

A containment area constructed in or on the ground with earthen banks for storing slurry, or actually containing slurry, whether lined or not lined.

## Transportation

The carriage including loading and unloading of property owned by **You** on public or private roads within the United Kingdom, the Channel Islands and the Isle of Man but only by **You** or **Your Employees** who are engaged in the business of transporting such property.

## Underground Storage Tank(s)

Any stationary container or vessel, including the associated piping connected to it, which is at least ten percent (10%) or more beneath the surface of the ground.

## Your Cover

### Environmental Liability

**We** will, subject to **Environmental Excess Amounts** and **Limit of Indemnity** stated in this Section, pay **You** under this Section for **Environmental Loss, Clean-up Costs** and **Emergency Costs** that **You** are legally liable to pay resulting from:

- 1) a **Pollution Condition**
  - a) in, on, at, under, or migrating from a **Covered Location** arising in connection with **Agriculture** carried out by **You** at a **Covered Location**,
  - b) arising out of any **Agricultural Contracting**, or
  - c) arising during Transportation, and
- 2) **Natural Resource Damage**
  - a) in, on, at, or under a **Covered Location**, or caused beyond the legal boundary of a **Covered Location**, arising in connection with **Agriculture** carried out by **You** at a **Covered Location**,
  - b) arising out of any **Agricultural Contracting**, or
  - c) arising during Transportation, and
- 3) **Pollution Response Costs** connected with any **Clean-up Costs** or **Emergency Costs**, and
- 4) **Environmental Defence Costs** connected with any such **Environmental Loss, Clean-up Costs** or **Emergency Costs**,  
provided always that:
  - i) the **Pollution Condition** or **Natural Resource Damage** commences on or after the **Retroactive Date** and results in an **Environmental Claim**;
  - ii) the **Environmental Claim** is first made against **You** during the **Period of Insurance**; and
- iii) **You** notify the **Appointed Loss Adjuster** or **Your Insurance Advisor** in writing during the **Period of Insurance** or within thirty (30) days of the expiry date of this **Policy**.

## Limit of Indemnity

**Our** liability under this section shall not exceed the **Limit of Indemnity** stated in the **Schedule**.

## Section Extensions

The Cover under this Section is extended to include the following.

**We** agree that if **You** incur **Pollution Response Costs**, **You** shall not be required to seek prior approval from **Us** for any fees, costs and expenses incurred by **You** prior to the appointment of any consultant(s) or contractor(s) whose appointment is recommended to **You** by the **Appointed Loss Adjuster**.

The **Appointed Loss Adjuster** is not **Our** agent for any other activity including but not limited to **Pollution Response** and/or the recommendation of any consultant(s) or contractor(s) to **You**. **We** have not authorised the **Appointed Loss Adjuster** to advise on, or to agree to, any matter relating to **Our** liability, rights or obligations.

If **We** conclude that **You** are not covered for **Environmental Loss, Clean-up Costs, Emergency Costs** and **Environmental Defence Costs** under this Section, **We** will provide **You** with **Our** written conclusion(s). **Our** liability for **Pollution Response Costs** and any fees, costs and expenses incurred by **You** in the appointment of any consultant(s) or contractor(s) whose appointment is recommended by the **Appointed Loss Adjuster** to **You** shall cease immediately following the receipt by **You** of **Our** written conclusion(s).

**We** shall continue to be liable to **You** for the payment of:

- 1) **Pollution Response Costs**, and
- 2) any fees, costs and expenses payable by **You** to any consultant(s) or contractor(s) appointed by **You** on the recommendation of the **Appointed Loss Adjuster** prior to **Your** receipt of **Our** written conclusion(s) that **You** are not liable under this Section. **We** shall not, however, be liable for any other liability which **We** conclude is not covered by this Section regardless of the time at which **We** make that conclusion.

**Our** payment of any **Pollution Response Costs** does not constitute an acceptance of liability for **Environmental Loss, Clean-up Costs, Emergency Costs** or **Environmental Defence Costs** under this **Policy**.

## Section Conditions

The following conditions apply to this Section.

- 1) If more than one **Environmental Claim** is made in respect of the same or related **Pollution Condition** or **Natural Resource Damage**:
  - a) **We** will consider that all claims notifications have been made at the date of the first written claim notification, even if some notification(s) are made at a later date. This is subject to **Our** receipt of the first written claim notification during the **Period of Insurance**. It is also subject to any and all other claim notifications being received by **Us** within sixty (60) months of the date of the first **Environmental Claim**; and
  - b) The **Environmental Claims** will be considered as one (1) **Environmental Claim**; consequently **We** shall be liable for only one **Limit of Liability** not a separate **Limit of Liability** for each **Environmental Claim** made.

- 2) Where a **Covered Location(s)** is added to this **Policy** after the **Retroactive Date**, the indemnity will only apply to a Pollution Condition or Natural Resource Damage relating to such a **Covered Location(s)** that commenced on or after the date on which the **Covered Location(s)** was added.
- 3) This Section does not provide cover for any **Bodily Injury, Damage**, occurrence, event, accident and/or cost or expense including but not limited to clean up costs, environmental damage, pollution or contamination, remediation or removal of debris and/or in respect of any removal of **Asbestos** and **Fly Tipping** to the extent that any other Section of this **Policy** provides such cover.
- 4) The cover provided under this section compliments cover provided under Section 1 (Home), Section 2 (Property Owners), Section 3 (Agricultural Buildings), Section 4(Agricultural Contents) and Section 9 (Public/Products Liability) such that this section will only provide cover (in accordance with the terms below) where those sections do not (refer to sections 3 and 9 for further details)

## Section Claims Conditions

The following claims conditions apply to this Section instead of General Condition 3) Claims.

It is a condition precedent to **Our** liability under this **Policy**, that in the event any **Environmental Claim** is made against **You** for **Environmental Loss, Clean-up Costs** or **Emergency Costs**:

- 1) **You** will report the **Environmental Claim** to the **Appointed Loss Adjuster** or **Your** Insurance Advisor in writing during the **Period of Insurance** or within thirty (30) days of the expiry date of **Your Policy**;
- 2) at **Your** expense:
  - a) **You** will give to the **Appointed Loss Adjuster**, whether orally or in writing, notice of the particulars with respect to the time, place and circumstances thereof, along with the names and addresses of the injured and of available witnesses as soon as practicable. In the event of oral notice, **You** will furnish a written report to **Davies Group Limited** as soon as practicable;
  - b) **You** will forward to the **Appointed Loss Adjuster** every demand, notice, summons, order or other process including but not limited to written communications from a public authority received by **You** or **Your** representative as soon as practicable;
- 3) **You** will not incur any costs, charges or expenses, or make any payments, or assume any obligations, or commence any remediation, preventive measures or remedial measures without **Our** or the **Appointed Loss Adjuster** prior written consent which will not be unreasonably withheld or delayed. This provision does not apply to **Emergency Costs** or **Pollution Response Costs** incurred by **You**. **You** will notify the **Appointed Loss Adjuster** as soon as practicable after **Your** initial response to the emergency that has resulted in any such **Emergency Costs** being incurred;
- 4) **You** will allow **Us** complete control of any proceedings or settlement;
- 5) **You** will not accept, negotiate, pay, settle, admit or repudiate any claim without **Our** prior written consent;
- 6) **You** will immediately notify **Us** when **You** have knowledge of any impending prosecution, inquest, fatal accident, or government enquiry; and

- 7) if demanded, **You** will provide a statutory declaration of the truth of the claim and any matters connected with it.

It is also a condition precedent to **Our** liability under this **Policy**, that on the happening of any event which may give rise to a claim under this **Policy**, **You** must:

- 1) take, or allow others to take, practical steps to prevent further **Environmental Loss** and otherwise minimise the claim;
- 2) at **Your** expense provide to **Us** or **Davies Group Limited**:
  - a) such detailed particulars, receipts, documents and evidence as **We** may reasonably require within 30 days of the date of **Our** request; and
  - b) details of any other relevant insurances; and
- 3) allow **Us** or anyone authorised by **Us** access to the **Covered Location**.

## Section Exceptions

**We** will not pay for:

- 1) liability based upon or arising out of:
  - a) the replacement, repair, restoration, improvement or adding to, any equipment or facility, whose defectiveness or inefficiency gives rise to any **Pollution Condition** or **Natural Resource Damage**, or breach of any law, permit, notice, order or other written instruction from any public authority or representative; or
  - b) any **Pollution Condition** or **Natural Resource Damage** arising out of a deliberate act or omission, wilful misconduct or gross negligence on **Your** part with regard to the maintenance, replacement, repair, restoration, monitoring or improvement of any equipment or facility;
- 2) liability assumed by **You** in a written agreement or a breach of an agreement to which **You** are a party. This exclusion does not apply to liability that **You** would have in the absence of the agreement;
- 3) **Bodily Injury** to any **Employee**;
- 4) criminal, civil or administrative fines, penalties, exemplary or aggravated damages;
- 5) liability based upon or arising out of any **Genetically Modified Organism**;
- 6) liability based upon or arising out of any **Pollution Condition** or **Natural Resource Damage** that results from the intentional disregard of, or the deliberate, wilful or dishonest non-compliance, by **You** with any law, permit, notice, order or other written instruction from any public authority or representative or the **Environmental Liability Directive**;
- 7) liability based upon or arising out of the existence, repair, removal, replacement, rectification, reinstatement or management of any of the following:
  - a) lead based paint in, on or applied to any fixture, building or other structure, or pipes containing lead or painted with lead based paint; or order or other written instruction from any public authority or representative; or
  - b) **Asbestos** in, on or applied to any fixture, building or other structure;
- 8) liability based upon or arising out of a material change in the use of any **Covered Location** from that set forth by **You** in the application or other supplemental materials submitted to **Us** as of the inception date of this **Policy**;



- 9) liability based upon or arising out of any **Pollution Condition** or **Natural Resource Damage** at, or migrating from any **Covered Location** where the **Pollution Condition** or **Natural Resource Damage** commenced subsequent to the time such **Covered Location** was sold, given away, or abandoned by **You**, or divested involuntarily;
- 10) damage to any property that is owned, leased or permanently operated from or by **You** or in the care, custody or control of **You** or **Your Employees** even if damage to such property is incurred to avoid or mitigate **Environmental Loss, Clean-up Costs** or **Emergency Costs** or to respond in any way to any **Pollution Condition** or **Natural Resource Damage**. This exclusion does not exclude cover for costs necessarily incurred by **You** to repair, restore or replace real or personal property at a **Covered Location** which is damaged while incurring **Clean-up Costs**;
- 11) liability based upon or arising out of any **Pollution Condition** or **Natural Resource Damage** that commenced prior to the **Retroactive Date**;
- 12) liability based upon or arising out of any products supplied or any goods, materials or products, including their containers, packaging, labelling and instructions for use, handled, sold, supplied, delivered, distributed, installed, erected, repaired, altered, treated or tested by **You** or on **Your** behalf. This includes reliance upon a representation or warranty made at any time with respect to goods, materials or products, but only if the **Pollution Condition** or **Natural Resource Damage** occurs away from a **Covered Location** or after physical possession of such goods, materials or products has been relinquished to others;
- 13) liability based upon or arising from any **Pollution Condition** or **Natural Resource Damage** resulting from or related directly or indirectly to any Slurry Lagoon at any **Covered Location** which at the time of the **Environmental Claim** is not designed, constructed, maintained and used in full compliance with all applicable legislation and / or was constructed prior to 1991;
- 14) liability based upon or arising out of the existence of any **Underground Storage Tank** at a **Covered Location** the existence of which was known to **You** at the inception date of this **Policy**;

This exclusion does not apply to an **Underground Storage Tank** which is:

- a) an in-ground treatment process tank open to the atmosphere;
  - b) a flow through process tank, storm-water or waste water collection system, pit or septic tank; or
  - c) a storage tank situated in an underground area (such as a basement, cellar, mine shaft or tunnel) if the storage tank is situated upon or above the surface of the floor.
- 15) liability based upon or arising out of any **Pollution Condition** or **Natural Resource Damage** resulting from or related directly or indirectly to any **Above Ground Storage Tank** at a **Covered Location** which at the time of the accidental event that caused the **Pollution Condition** or **Natural Resource Damage**:
    - a) is not in full compliance with any and all applicable legislation concerning the storage of agricultural fuel oil, silage and/or slurry regarding its design, construction or location;
    - b) was constructed prior to 1991; or
    - c) is for fuels or hazardous chemicals not within secondary containment and/or has a capacity in excess of fifteen thousand (15,000) litres;

- 16) liability based upon or arising out of any composting and associated prior treatment, including but not limited to aerobic composting and anaerobic digestion, in respect of which **You** do not hold, or is not in full compliance with, a valid registration issued by the relevant public authority for an exempt waste operation;
- 17) liability based upon or arising out of any **Excluded Sheep Treatment**;
- 18) liability based upon or arising out of any **Excluded Activities**; or
- 19) liability which is covered under Section 1, (Home), Section 2 (Property Owners), Section 3 (Agricultural Buildings), Section 4 (Agricultural Contents or Section 9 (Public/Products Liability) of this **Policy**.

## Section 6 | Employers Liability

### Definitions

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in **bold** type in the Section. They should also be read in conjunction with the Definitions at the start of the **Policy**.

#### Manslaughter Costs

Costs and Expenses of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

#### Safety Legislation Costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the policy **Territorial Limits**.

### Your Cover

**We** will pay **You** for legal liability claims **You** are liable to pay for

- a) compensation
- b) **Claimant's Costs**
- c) **Defence Costs**

in respect of **Bodily Injury** sustained by any **Employee** caused during the Period of Insurance within the **Territorial Limits** and arising out of their employment.

#### Limit of Liability

**Our** liability for all compensation, and **Costs and Expenses** in respect of or arising out of any one event or all events of a series consequent on one original cause will not exceed the Limit of Indemnity stated in the **Policy Schedule**.

#### Right of Recovery

The indemnity provided under this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain Northern Island the Channel Islands or the Isle of Man.

**You** must repay to **Us** all sums paid by **Us** that **We** would not have been liable to pay but for the provisions of such law.

### Section Extensions

#### 1) Safety Legislation Costs Cover

**We** will pay **You** and if **You** so request any of **Your** partners, directors or **Employees** within the terms of this Section for **Safety Legislation Costs** in respect of any **Bodily**

**Injury** occurring during the **Period of Insurance**, in circumstances where there is also a claim or potential claim against **You** for damages covered by this section. **You** must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**. If a claim for damages is settled or is withdrawn **We** will have no further liability other than in respect of **Costs and Expenses** of legal representation incurred before the date of the claim payment or withdrawal of the claim. If at any time a claim for damages remains unsettled and **You** wish to appeal against conviction, **We** will agree to **Costs and Expenses** of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation. If **We** have consented to legal representation at court proceedings, **We** will also pay the legal costs of prosecution awarded against **You**, or any person entitled to cover under this section, in connection with the proceedings.

**We** will not pay:

- a) fines, penalties or awards of compensation imposed by a criminal court;
- b) **Costs and Expenses** of an appeal against improvement or prohibition notices;
- c) **Costs and Expenses** on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than safety legislation costs already incurred;
- d) **Costs and Expenses** covered by any Legal Expenses insurance;
- e) **Costs and Expenses** of any investigation or prosecution brought other than under the laws of the **Territorial Limits**.

#### 2) Manslaughter Costs Cover

**We** will pay **You** and if **You** so request any of **Your** partners, directors or **Employees** within the terms of this Section for **Manslaughter Costs** in respect of any death occurring during the **Period of Insurance**, in circumstances where there is also a claim or potential claim against **You** for damages covered by this section.

**You** must obtain **Our** prior written consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**. If a claim for damages is settled or is withdrawn **We** will have no further liability other than in respect of **Costs and Expenses** of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **You** wish to appeal against conviction, **We** will agree to **Costs and Expenses** of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and **Claimants Costs** are likely to exceed the total cost of legal representation.

If **We** have consented to legal representation at court proceedings, **We** will also pay the legal costs of prosecution awarded against **You**, or any person entitled to cover under this section, in connection with the proceedings.

**We** will not pay

- a) fines, penalties or awards of compensation imposed by a criminal court;
- b) **Costs and Expenses** of implementing any remedial order or publicity order;
- c) **Costs and Expenses** of an appeal against any fine, penalty, compensation award, remedial order or publicity order;

- d) **Costs and Expenses** incurred as a result of the failure to comply with any remedial order or publicity order;
- e) **Costs and Expenses** covered by any Legal Expenses insurance;
- f) **Costs and Expenses** of any investigation or prosecution brought other than under the laws of the policy Territorial Limits.

### 3) Compensation for Court Attendance

In the event of any of the under mentioned persons attending court as a witness at **Our** request in connection with a claim **We** will provide compensation to **You** at the following rates per day for each day on which attendance is required:

- a) Any of **Your** directors or partners - £500;
- b) Any of **Your Employees** - £250.

### 4) Unsatisfied Court Judgements

In the event of **Bodily Injury** to an **Employee** sustained during the **Period of Insurance** and arising out of their employment by **You** in the course of the **Business** which results in a judgment for damages being obtained by such **Employee** or their personal representatives and which remains unsatisfied in whole or in part six months after the date of such judgment **We** will at **Your** request pay to the **Employee** or their personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- a) the judgment for damages is obtained:
  - i) In a court of law within the **Territorial Limits**;
  - ii) against a company partnership or individual other than **You** conducting a business or supplying goods at or from **Premises** within the **Territorial Limits**;
- b) there is no appeal outstanding;
- c) the judgment relates to **Bodily Injury** which would otherwise be within the terms of the **Policy**;
- d) if any payment is made under the terms of this extension the **Employee** or their personal representatives shall assign the judgment to **Us**.

### 5) Cross Liabilities

If more than one entity is referred to in the **Schedule** each entity so named shall be considered as a separate and distinct entity and the words **You/Your** shall be construed as applying to each separate entity in the same manner as if a separate **Policy** had been issued to each one. Provided always that **Our** liability for all compensation and **Costs and Expenses** payable as a result of any one event or series of events consequent upon one source or original cause shall not exceed in the aggregate the Limit of Indemnity stated in the **Schedule**.

### 6) Indemnity to Principal

**We** will at **Your** request pay any principal to the extent required by the contract between **You** and the principal in respect of liability arising from the performance of work by **You** for such principal, provided that:

- a) **We** retain sole conduct and control of any claim;
- b) the principal will observe, fulfil and be subject to the terms, conditions, exceptions and limits of this Policy insofar as they can apply.

### 7) Personal Liability Cover

If no other insurance is in force, at your request, the cover provided by this section will apply to the legal liability of:

- a) any director or employed person of yours whilst:
  - i) performing their normal duties in connection with the **Business**;
  - ii) work is being carried out on behalf of a director or officer by an employed person with your consent;
  - iii) acting in a personal capacity, during the course of a trip or journey arranged for the purpose of the **Business**;
- b) the spouse, civil partner, domestic partner or any children accompanying a director or employed person in the course of a business trip or journey.

The cover provided by this section will also apply to your personal representative, or the personal representative of any other deceased person entitled to cover.

### 8) Additional Business Activities Cover

The cover under this section includes the following activities of the **Business**:

- a) providing and managing amenities for the benefit and welfare of employed person(s);
- b) owning, repairing, maintaining and decorating your premises;
- c) providing and managing facilities primarily used for fire prevention, safety or security at your **Premises**;
- d) maintaining and repairing vehicles and machinery owned or used by **You**;
- e) private work you allow employed person(s) to do for **Your** directors, partners or officers, as long as this work is done with your prior permission;
- f) the sale or disposal of business assets.

### 9) Additional Persons Insured

- a) In the event of the death of any person entitled to payment under this Section, **We** will pay the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;
- b) At **Your** request **We** will pay:
  - i) any director of **Yours** or **Employee** in respect of liability arising in connection with the **Business**, provided that **You** would have been entitled to payment under this Section if the claim had been made against **You**;
  - ii) any officer, committee member or member of **Your** canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such;
  - iii) any director or senior official of **Yours** in respect of private work undertaken by any **Employee** for such director or senior official, provided that:
    - 1) each person indemnified by this clause shall as though he were **You** observe fulfil and be subject to the terms of this Policy insofar as they can apply;
    - 2) **We** shall retain the sole conduct and control of all claims.

### 10) Agricultural Wages Act

In the event of **You** being required under the provisions of the Agricultural Wages Act 1948 (or amending legislation) to pay sick-pay (as defined in such legislation) to any **Employee** **We** will settle claims on the basis of the **Your** responsibilities under the most recent Agricultural Wages Orders made by the Governing Board.

## Section Exceptions

We will not pay for:

- 1) **Bodily Injury** to any **Employee** arising from the ownership, possession or use of any mechanically propelled vehicle or plant (including any attached trailer) by **You** or on **Your** behalf for which road traffic legislation requires compulsory motor insurance or security;
- 2) any action for damages brought against **You** in a country outside the European Union, the Channel Islands or the Isle of Man;
- 3) **Bodily Injury** to any **Employee** arising in connection with work on or at any:
  - a) power station or nuclear installation;
  - b) i) **Offshore** oil/ gas installation; and/or  
ii) supply, support or accommodation vessel or structure relating to such an installation; or while travelling to or from them by sea or air;
  - c) chemical works;
  - d) aircraft, airport, airfield, airstrip, satellites, spacecraft, launch site, ship, dock, pier or wharf;
  - e) tower, steeple, chimney shaft, blast furnace, dam, canal, viaduct, bridge or tunnel;
  - f) underground mine or colliery; and/or
  - g) railways and associated equipment, or rolling stock.
- 4) liquidated damages, penalties, fines, aggravated, restitutionary, punitive, vindictive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- 5) **Bodily Injury** to any **Employee** arising out of any activity involving working on or processing **Asbestos** or products made entirely or mainly of **Asbestos**. This exception shall not apply provided that:
  - a) the discovery of **Asbestos** by **You** or any **Employee** is unintentional or accidental;
  - b) upon discovery of **Asbestos** or products made entirely or mainly of **Asbestos** all work stops immediately; and
  - c) an HSE-licensed **Asbestos** removal contractor is employed as soon as possible to make safe the area in which the discovery is made. That contractor must have employers' liability and public liability insurance in force that provide limits of indemnity no less than those applicable to this policy and which do not exclude the work to be carried out.
- 6) **Bodily Injury** to any **Employee** arising out of any activity involving prospecting, extraction or refining of liquid or gaseous fuel.

## Section 7 | Public/Products Liability

### Definitions

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in **bold** type in the Section. They should also be read in conjunction with the Definitions at the start of the **Policy**.

#### Business

For the purpose of this Section only, the 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 **You**, or with **Your** consent, for any of **Your** directors, partners or **Employees**; 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.

#### Manslaughter Costs

Costs and Expenses of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

#### Products

Any goods or other property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by **You** in connection with the **Business**.

#### Safety Legislation Costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **Territorial Limits**.

### Your Cover

**We** will pay **You** for legal liability claims made against **You** to pay compensation, **Defence Costs** and **Claimant's Costs** in respect of accidental:

- a) **Bodily Injury** to any person other than an **Employee**;
- b) Loss or damage to material property;
- c) Obstruction, trespass, nuisance or interference with any right of way air light or water or other easement;
- d) Wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy occurring within the **Territorial Limits** during the **Period of Insurance** and happening in connection with the **Business**.

#### Limit of Indemnity

**Our** liability for all damages including **Costs and Expenses** payable as a result of any one event or series of events consequent upon one source or original cause shall not exceed the Limit of Indemnity stated in the **Schedule** but in respect of **Products** this limit will apply to all events occurring in any one **Period of Insurance**.

### Section Extensions

#### 1) Safety Legislation Costs Cover

**We** will pay **You** and if **You** so request any of **Your** partners, directors or **Employees** within the terms of this Section for **Safety Legislation Costs** in respect of any **Bodily Injury** or loss or damage to material property occurring during the **Period of Insurance**, in circumstances where there is also a claim or potential claim against **You** for damages covered by this section. **You** must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

If a claim for damages is settled or is withdrawn **We** will have no further liability other than in respect of **Costs and Expenses** of legal representation incurred before the date of the claim payment or withdrawal of the claim. If at any time a claim for damages remains unsettled and **You** wish to appeal against conviction, **We** will agree to **Costs and Expenses** of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation. If **We** have consented to legal representation at court proceedings, **We** will also pay the legal costs of prosecution awarded against **You**, or any person entitled to cover under this section, in connection with the proceedings.

**We** will not pay:

- a) fines, penalties or awards of compensation imposed by a criminal court;
- b) **Costs and Expenses** of an appeal against improvement or prohibition notices;
- c) **Costs and Expenses** on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than safety legislation costs already incurred;
- d) **Costs and Expenses** covered by any Legal Expenses insurance;
- e) **Costs and Expenses** of any investigation or prosecution brought other than under the laws of the **Territorial Limits**.

#### 2) Manslaughter Costs Cover

**We** will pay **You** and if **You** so request any of **Your** partners, directors or **Employees** within the terms of this Section for **Manslaughter Costs** in respect of any death occurring during the **Period of Insurance**, in circumstances where there is also a claim or potential claim against **You** for damages covered by this section.

**You** must obtain **Our** prior written consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**. If a claim for damages is settled or is withdrawn **We** will have no further liability other than in respect of **Costs and Expenses** of legal representation incurred before the date of the claim payment or withdrawal of the claim.



If at any time a claim for damages remains unsettled and **You** wish to appeal against conviction, **We** will agree to **Costs and Expenses** of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and **Claimants Costs** are likely to exceed the total cost of legal representation.

If **We** have consented to legal representation at court proceedings, **We** will also pay the legal costs of prosecution awarded against **You**, or any person entitled to cover under this section, in connection with the proceedings.

**We** will not pay

- a) fines, penalties or awards of compensation imposed by a criminal court;
- b) **Costs and Expenses** of implementing any remedial order or publicity order;
- c) **Costs and Expenses** of an appeal against any fine, penalty, compensation award, remedial order or publicity order;
- d) **Costs and Expenses** incurred as a result of the failure to comply with any remedial order or publicity order;
- e) **Costs and Expenses** covered by any Legal Expenses insurance;
- f) **Costs and Expenses** of any investigation or prosecution brought other than under the laws of the policy **Territorial Limits**.

### 3) Compensation for Court Attendance

In the event of any of the under mentioned persons attending court as a witness at **Our** request in connection with a claim **We** will provide compensation to **You** at the following rates per day for each day on which attendance is required:

- a) Any of **Your** directors or partners - £500;
- b) Any of **Your Employees** - £250.

### 4) Cross Liabilities

If more than one entity is referred to in the **Schedule** each entity so named shall be considered as a separate and distinct entity and the words **You/Your** shall be construed as applying to each separate entity in the same manner as if a separate **Policy** had been issued to each one. Provided always that **Our** liability for all compensation and **Costs and Expenses** payable as a result of any one event or series of events consequent upon one source or original cause shall not exceed in the aggregate the Limit of Indemnity stated in the **Schedule**.

### 5) Indemnity to Principal

**We** will at **Your** request pay any principal to the extent required by the contract between **You** and the principal in respect of liability arising from the performance of work by **You** for such principal, provided that:

- a) **We** retain sole conduct and control of any claim;
- b) the principal will observe, fulfil and be subject to the terms, conditions, exceptions and limits of this Policy insofar as they can apply.

### 6) Overseas Personal Liability

**We** will pay **You** and if **You** so request any of **Your** directors partners or **Employees** or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside the **Territorial Limits** in connection with the **Business**.

**We** will not pay for:

- a) legal liability claims arising out of the ownership or occupation of land or buildings;
- b) legal liability claims in respect of which any person referred to above is entitled to payment under any other insurance.

### 7) Motor Contingent Liability (Non-Owned)

**We** will pay **You** in respect of liability arising out of the use of any motor vehicle not belonging to or provided by **You** and being used in the course of the **Business** anywhere within the **Territorial Limits**.

**We** will not pay for legal liability claims:

- a) arising in respect of loss destruction or damage to the vehicle or any property contained within the vehicle;
- b) incurred by any party other than **You** or with **Your** consent by any person who does not hold a license to drive such a vehicle;
- c) in respect of which **You** are entitled to payment under any other insurance.

### 8) Data Protection

**We** will pay **You** in respect of legal liability claims made against **You** and **Defence Costs** arising under the Data Protection Act 1998 or similar legislation to pay compensation for damage or distress provided that:

- a) The process of registration under the above Act has been commenced or completed by **You** and the application has not been refused or withdrawn;
- b) No liability arises as a result of **You** acting as a Data Processor.

**We** shall not be liable in respect of:

- i) The recording or provision of data for reward or for determining the financial status of any person;
- ii) Any liability which arises as a result of **Your** deliberate act or omission and which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission.

For the purposes of this Extension the phrases or words 'Data Processor' and 'Data' shall carry the same meaning as defined under the Data Protection Act 1998.

### 9) Caravans

**We** will pay **You** for all sums which **You** are legally liable to pay as damages arising from:

- a) accidental **Bodily Injury**; and/or
- b) loss or damage;

arising from:

- i) the permanent siting of up to 25 caravans; or
- ii) the temporary siting of caravans during any 28 days in the **Period of Insurance**.

#### 10) Defective Premises Act

**We** will pay **You** in respect of legal liability incurred by **You** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in connection with any **Premises**, disposed of by **You**.

But **We** will not pay for:

- a) the cost of rectifying any damage or defect, in the **Premises** disposed of;
- b) legal liability for which **You** are entitled to payment under any other policy of insurance.
- c) liability for **Damage** or **Bodily Injury** arising out of the presence of **Asbestos**.

#### 11) Additional Persons Insured

- a) In the event of the death of any person entitled to payment under this Section, **We** will pay the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;
- b) At **Your** request **We** will pay:
  - i) any director of **Yours** or Employee in respect of liability arising in connection with the Business, provided that **You** would have been entitled to payment under this Section if the claim had been made against **You**;
  - ii) any officer, committee member or member of **Your** canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such;
  - iii) any director or senior official of **Yours** in respect of private work undertaken by any Employee for such director or senior official, provided that:
    - 1) each person indemnified by this clause shall as though he were **You** observe fulfil and be subject to the terms of this Policy insofar as they can apply;
    - 2) **We** shall retain the sole conduct and control of all claims.

#### 12) Obstructing Vehicles

Where any vehicle is causing an obstruction and interfering with the performance of the **Business** **We** will pay **You** for legal liability incurred by **You** for **Bodily Injury** or damage arising from the movement of such vehicle by **You** or **Your Employee/s** or the application of a wheel clamp to the vehicle provided that:

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

**We** will not pay for legal liability claims where it is compulsory for **You** to insure or provide security as a requirement of any road traffic legislation.

#### 13) Environmental Clean Up Cover

**We** will pay **You** for any clean up costs which **You** are legally liable to pay, under a notice or order imposed upon **You** by an enforcing authority, arising from a release or escape of pollutants, onto or into land, surface water or ground water.

Cover will only apply to a sudden incident which happens at a specific time and place during the **Period of Insurance** in connection with the **Business**, within the **Territorial Limits**.

**We** will not pay for clean up costs:

- a) at, in or upon property that is or was, owned by **You**, or in your possession, or in **Your** custody or under **Your** control;
- b) incurred in relation to the reinstatement, reintroduction or provision of any living organism or natural habitat;
- c) to achieve an improvement or alteration in the condition of the land, or any surface or ground water beyond that:
  - i) necessary to meet the standards required by law at the start of remediation;
  - ii) existing at the time of a sudden incident for which a claim is made under this Section.

The maximum **We** will pay for all clean up costs, as a result of one sudden incident or all such incidents happening during any one **Period of Insurance** is £1,000,000. Where a claim for damages arises in addition to clean up costs as a result of the same sudden incident, the maximum **We** will pay for the total amount of damages and clean up costs added together, will not exceed the public liability limit of indemnity shown in **Your Schedule**.

#### 14) Shoots - Member to Member Liability Extension

**We** will pay for legal liability claims made against any member of the shoot syndicate by any other member provided that:  
the member is not entitled to indemnity under any other policy or policies;  
the member shall as though he were **The Insured** observe fulfil and be subject to the terms exceptions limits and conditions of this policy so far as they can apply.

#### 15) Moral Obligation

For farming and growing activities only, at **Your** request, **We** will pay for loss, destruction or damage to:

- a) the personal effects of visitors to **Your Premises** (including their vehicles); and/or
- b) other loss destruction or damage arising from:
  - i) **Your** livestock trespassing, escaping or being driven;
  - ii) **Your** dogs;
  - iii) stones or other objects (other than sprays or chemicals) being thrown up by **Your** agricultural vehicles or machinery; and/or
  - iv) falling trees, branches, walls or any part of the structure of buildings situated at **Your Premises**; for which **You** are not legally liable.

The most **We** will pay in total during any one **Period of Insurance** is £2,500.

### Section Conditions

#### 1) Underground Services

It is a condition precedent to **Our** liability that where **You** are involved in any digging, drilling, boring, earth moving or excavation work **You** will, before commencing any work:

- a) ensure that all reasonable measures are taken to identify the location of underground pipes, cables and other services before any work is commenced which may involve a risk of damage to them;

- b) communicate the location of these underground services to **Employees** or contractors carrying out such work on **Your** behalf; and
- c) prepare and retain a written record of the measures taken to locate these underground services.

## 2) Use of Heat

It is a condition precedent to **Our** liability that if **You** use any electric, oxyacetylene or similar welding or cutting equipment, blow lamps, blow torches or similar equipment for the application of heat, **You** will ensure that the following precautions are put into effect each time such equipment is used:

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

## Section Exceptions

We will not pay **You** under this Section in respect of legal liability claims arising out of:

- 1) **Bodily Injury** to any **Employee**.
- 2) loss destruction or damage to:
  - a) Property belonging to **You**;
  - b) Property which is leased, let, rented, hired or lent to or which is the subject of a bailment to **You**.
- 3) the cost of replacing or making good:
  - a) Your faulty defective or incorrect workmanship; or
  - b) materials, goods or other property supplied, installed or erected by **You** or on **Your** behalf.

- 4) fines, penalties, liquidated, punitive, exemplary or aggravated damages.
- 5) loss, destruction or damage caused by pollution or contamination other than 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 the **Period of Insurance**.
- 6) loss, destruction or damage caused arising out of the ownership, possession or use by or on **Your** behalf of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exception shall not apply:
  - a) while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation);
  - b) in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle except where more specifically insured by any other policy.
- 7) Any professional advice, design, formula or specification of products provided by **You** or on **Your** behalf for a fee.
- 8) Any **Product** which is incorporated in with **Your** specific knowledge or results in the grounding of any aircraft, aero-spatial or aerial device.
- 9) arising out of any action or suit brought in a court of law in the United States of America its territories and possessions Puerto Rico or Canada the jurisdiction of the United States of America its territories and possessions Puerto Rico or Canada or where such action or suit is brought in a court of law outside those countries to enforce a judgement therein whether by way of reciprocal agreement or otherwise.
- 10) **Asbestos** including but not limited to:
  - a) exposure to;
  - b) inhalation of;
  - c) fears of the consequence of exposure to or inhalation of;
  - d) the costs incurred by anyone in repairing, removing, replacing, 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**.
- 11) any **Product** which to **Your** knowledge is for use in the braking, steering, suspension system or other critical systems of:
  - a) marine vessels;
  - b) motor vehicles (including agricultural vehicles);
  - c) rail vehicles.
- 12) work undertaken in or on:
  - a) aircraft or watercraft;
  - b) airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access;

- c) railways or railway installations;
  - d) docks or harbours;
  - e) offshore rigs or platforms;
  - f) quarries mines or collieries;
  - g) chemical or petro-chemical works oil refineries gas works or fuel storage facilities;
  - h) power stations or nuclear plant; or bridges viaducts tunnels dams chimney shafts towers or steeples.
- 13) The costs of remedying any defect or alleged defect in land or **Premises** sold or disposed of by **You** of for any reduction in the value of the land or **Premises**.
- 14) any breach of professional duty or any error or omission in any medical advice, examination, prescription or treatment given by **You**
- 15) the making up, dispensing, sale, supply, prescription or exchange of any drugs, medicines, hypodermic needles or medical supplies or equipment of any kind
- 16) injury loss, destruction or damage caused by or arising out of the failure of any **Products** to perform their intended function.
- 17) the growing or selling of genetically modified crops
- 18) the use of **Your** land as a camping/caravan site, catering for more than 25 pitches at any one time unless stated on **Your Schedule**.
- 19) the first £500 payable for loss or damage arising as a result of **Livestock** straying onto the public highway from unfenced or common land.
- 20) the Riding Establishment Acts 1964/1970 or any subsequent amending legislation.
- 21) **Bodily Injury** loss, destruction or damage arising from Livery other than DIY livery which shall not involve more than 6 animals at any one time unless specified on Your Schedule.
- 22) 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;
- 23) any **Excess** specified in the Schedule

## Section 8 | Loss of Money & Assault

### Definitions

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in **bold** type in the Section. They should also be read in conjunction with the General Definitions at the start of the **Policy**.

### Injury

Accidental **Bodily Injury** caused solely and directly by violent external and visible means which is the sole and direct cause of death, loss of limb, loss of sight, speech or hearing or disablement as described below in the Scale of Benefits.

### Business Hours

The period during which **Your Premises** or sites of contract are actually occupied for **Business** purposes and during which **You** or any of **Your** partners, directors or **Employees** entrusted with **Money**, are in the **Premises**.

### Money

- cash, bank and currency notes, cheques and Giro cheques (other than blank or partly completed cheques and Giro cheques) travellers cheques, bankers drafts, and Giro drafts, orders, money orders, National Savings Certificates, and Premium Bonds;
- current postage and revenue stamps, unexpired units in franking machines, trading stamps, National Insurance stamps (whether affixed to cards or otherwise), National Savings and Holiday with Pay Stamp and Gift Tokens;
- luncheon Vouchers, credit card sales vouchers, debit card sales vouchers, Consumer Redemption Vouchers and VAT purchase invoices.

all belonging to **You** or for which **You** have accepted responsibility.

### Person Insured

For the purposes of the Assault Extension only **Person Insured** shall mean **You** or any of **Your** directors, partners or **Employees**.

### Permanent Total Disablement

A disability caused directly by **Injury** which entirely prevents the **Person Insured** from doing work of any kind for at least 104 weeks, and shows no signs of ever improving.

### Temporary Total Disablement

A disability caused directly by **Injury** which prevents the **Person Insured** from doing their usual **Business** or occupation.

### Your Cover - Loss of Money

**We** pay **You** in respect of loss of **Money** occurring during the **Period of Insurance** arising solely whilst:

- in transit;
- in bank night safes and thereafter within bank premises until at bank's risk;
- in **Your** residence or those of **Your** partners, directors or **Employeee**;
- in the **Premises**;
- within the **Territorial Limits**.

### Basis of Claims Settlement and Limit of Indemnity

- In respect of any loss of **Money** **We** will pay **You** the amount of such loss up to the Limits of Liability set out below.
- Claims in respect of loss, destruction or damage as described in Section Extensions will be settled on the basis of the value of the property at the time of its loss or the amount of the damage but **We** shall not be liable for wear, tear and depreciation.

If the repair or replacement is not carried out **We** will pay the reduction in its current value resulting from the loss, destruction or damage but not exceeding what it would have cost to repair or replace subject to the following limits:

- any single loss of **Money** consisting of crossed cheques, crossed Giro cheques, crossed bankers drafts, crossed Giro drafts, crossed postal and crossed money orders, National Savings Certificates, Premium Bonds, unexpired units in franking machines, stamped National Insurance cards, credit card sales vouchers, debit card sales vouchers, VAT purchase invoices cattle control documents up to £250,000
- any single loss of **Money** other than as described in 1 above.

	Limit of Indemnity
a) on the <b>Premises</b> during <b>Business Hours</b>	£5,000
b) on the <b>Premises</b> during <b>Business Hours</b> <ol style="list-style-type: none"><li>contained in a securely locked safe or strongroom</li><li>not contained in a securely locked safe or strongroom</li></ol>	£3,000 £500
c) in <b>Your</b> residence or those of <b>Your</b> partners directors or <b>Employees</b> <ol style="list-style-type: none"><li>contained in a securely locked safe or strongroom</li><li>not contained in a securely locked safe or strongroom</li></ol>	£1,500 £500
d) in transit	£5,000
e) in a Bank night safe	£5,000

unless otherwise stated in the **Schedule**.



- 3) Damage to safes, strongrooms, franking machines, containers or waistcoats
- 4) cost of replacement keys or lock mechanisms of safes or strongrooms with Our consent following theft of keys by force or violence up to £1,000 any one claim.

## Section Exceptions

We will not pay You under this Section for:

### 1) Dishonesty of Employees

Any loss arising from fraud or dishonesty of any of:

**Your** Employees

- a) unless discovered within fourteen working days after it occurred
- b) if such loss is covered by a policy of fidelity guarantee insurance.

### 2) Shortages and Errors

Loss or shortage due to errors or omissions in receipts, payments or accountancy depreciation or currency fluctuations or consequential loss of any kind.

### 3) Forgery and Computer Fraud

Any loss resulting directly or indirectly from forgery, fraudulent alteration, substitution, fraudulent use of a computer or electronic transfer.

### 4) Counterfeit Money

Loss resulting from use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable for any reason.

### 5) Unattended Vehicle

Loss from an unattended vehicle (being a vehicle with no-one in charge keeping it under observation and able to observe any attempt by anyone to interfere with it with a reasonable prospect of preventing any unauthorised interference).

### 6) Territorial Limits

Loss occurring outside the **Territorial Limits**.

## Section Conditions

### 1) Transit

It is a condition precedent to **Our** liability under this Section that all **Money** in transit must be accompanied as follows:

Amount of <b>Money</b> in Transit	Number of able-bodied adults required to accompany the <b>Money</b> equally distributed between them
In excess of £2,000 but not exceeding £4,000	Two
In excess of £4,000 but not exceeding £6,000	Three
In excess of £6,000 but not exceeding £10,000	Four
In excess of £10,000	Professional Security Carriers

### 2) Keys

It is a condition precedent to **Our** liability under this Section that all keys or notes of combinations of safes or strongrooms will be in **Your** custody or that of an authorised **Employee** during **Business Hours** and not left in the **Premises** out of **Business Hours**.

### 3) Locked Safes and Containers

It is a condition precedent to **Our** liability under this Section that **You** shall secure and lock all safes and other **Money** containers (excluding cash registers) whenever such containers are left unattended.

### 4) Records

It is a condition precedent to **Our** liability under this Section that **You** shall keep a record of all **Money** insured under this Section and such record shall be kept in a secure place other than in safes or strongrooms on the **Premises** or the private dwelling or domestic living quarters of **You** or safes of **Your** partner, director or **Employees**.

## Assault

### Your Cover

**We** will pay **You** for the amount set out in the Scale of benefits below if any **Person Insured** suffers **Injury** caused as the direct result of robbery or any attempted robbery in the course of the **Business** which will independently of any other cause be the sole cause of the relevant condition as set out in the Scale of Benefits below unless otherwise stated in the **Policy**.

## Scale of Benefits

### 1) Death

**Death** occurring within 104 weeks of suffering the **Injury** - £10,000.

### 2) Loss of Limb

Total loss by physical severance, or total loss of use of, one or more hands or feet - £10,000.

**3) Loss of Sight or Speech or Hearing**

Total and irrecoverable loss of:

- a) all sight in one or both eyes; or
- b) the power of speech; or
- c) the sense of hearing;

occurring within 104 weeks of suffering the Injury - £10,000.

**4) Permanent Total Disablement** (other than Loss of Limb or Loss of Sight Speech or Hearing) - £10,000.

**5) Temporary Total Disablement** - £ 100 for each week of disablement.

**6) Clothing and Personal Effects**

Loss, destruction or damage to clothing and personal effects belonging to any **Person Insured** – replacement of such items up to a maximum of £500.

### Benefits and Limitations for each person

- 1) **We** shall not pay Benefits for **Injury** insofar as they are directly or indirectly due to or prolonged by pregnancy or childbirth.
- 2) **We** shall pay Benefit for only one of Items 1 to 4 in the Scale of Benefits inclusive for any one person.
- 3) **Permanent Total Disablement** must commence within 104 weeks of suffering the **Injury** and will not be payable until 104 weeks after the date of suffering the **Injury**.
- 4) **Temporary Total Disablement** - Benefit shall be payable for a maximum of 104 weeks from the date of suffering the **Injury**. **Our** liability under this head of cover shall cease once Benefit 1, 2, 3 or 4 of the Scale of Benefits becomes claimable.
- 5) It is a condition precedent to liability under this Section that the **Person Insured** must have received medical attention from and continued under the care of a qualified medical practitioner.

### Section Exceptions

**We** will not pay **You** under this Section in respect of:

- 1) any amount exceeding the Benefits set out in the Scale of Benefits;
- 2) **Injury** to any under the age of 16 or over the age of 70.

## Section 9 | Farm Property in Transit

### Definitions

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in **bold** type in the Section. They should also be read in conjunction with the Definitions at the start of the **Policy**.

#### Property Insured

Agricultural and horticultural produce, consumable stores and **Machinery** (including spare parts and accessories) belonging to **You** or for which **You** are responsible, and pertaining to the **Business** specified in the **Schedule**.

#### Goods

**Goods** belonging to **You** or held by **You** in trust and for which **You** are responsible stated in the **Schedule**.

### Your Cover

**We** will pay **You** in the event of loss, destruction or damage to the **Property Insured** whilst in transit by vehicles owned, hired or leased by **You** (including loading and unloading and temporary housing in course of transit) anywhere within the **Territorial Limits**.

The maximum **We** will pay in respect of **Goods** and **Property Insured** is restricted to the limit specified on **Your Schedule**

### Section Extensions

#### 1) Personal Effects

**We** will pay **You** in respect of any loss, destruction or damage to personal effects belonging to the driver and/or attendant, whilst carried in any vehicle which is conveying **Goods** in transit.

The maximum amount payable under this Extension shall not exceed £500 per person.

#### 2) Ropes and Tarpaulins Cover

**We** will pay **You** for accidental loss of or damage to tarpaulins, sheets, trailer curtains, ropes, chains, webbing straps and packing materials belonging to **You** or for which **You** are responsible, not insured under any other policy, occurring during the **Period of Insurance** within the **Territorial Limits**, whilst carried on a vehicle.

The maximum amount payable under this Extension shall not exceed £1,000 any one claim.

#### 3) Debris Removal Costs

**We** will pay **You** in respect of any additional costs necessarily incurred in removing debris, consequent upon loss, destruction or damage to the **Goods** in transit.

The maximum amount payable under this Extension shall not exceed £2,500 any one claim.

#### 4) Transfer Costs

**We** will pay **You** in respect of any additional costs necessarily incurred in transferring such **Property Insured** to another vehicle and carrying to the original destination, consequent upon fire or overturning or collision of the conveying vehicle.

The maximum amount payable under this Extension shall not exceed £2,500 any one claim.

### Section Exceptions

**We** will not pay **You** under this Section for:

- a) Theft from any unattended vehicle unless such vehicle is securely locked and all alarms and other security devices have been made operative;
- b) The deterioration of **Goods** conveyed in frozen chilled or insulated condition due to faulty stowage or incorrect setting or operation of the equipment or variations in temperature unless directly due to fire or accident to the conveying vehicle or by theft or attempted theft;
- c) Any consequential, indirect loss or loss or damage due to delay;
- d) Loss or damage to bills of exchange promissory notes money securities for money stamps precious stones precious metals works of art rare books securities of any description jewellery bullion or loss or death of or **Bodily Injury** to living creatures;
- e) Spillage, leakage, fermentation, taint, contamination, deterioration, mechanical or electrical breakdown of any goods or merchandise unless directly traceable to fire, lightning or road accident happening to the vehicle transporting the **Property insured**;
- f) Depreciation, deterioration or contamination, unless caused by accident to the conveying vehicle;
- g) Inherent vice, leakage or ordinary loss in weight or volume;
- h) Bruising, scratching, chipping, denting, rust, oxidation or discolouration;
- i) Faults in processing or the insufficiency or unsuitability of packing or preparation;
- j) Loss, destruction or damage to **Property Insured** 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;
- k) Loss or damage to **Livestock**;
- l) Loss or damage to any mechanically propelled vehicle;
- m) **Property Insured** carried for hire or reward unless specified on **Your Schedule**;
- n) Loss, destruction or damage occurring outside the **Territorial Limits**.

## Section 10 | Commercial Legal Expenses

### Policy Information

This cover is insured by AmTrust Europe Limited and administered by Arc Legal Assistance.

There will be no cover under this policy unless **You** have sought and followed the advice of the **Legal Helpline** as to the procedure to be adopted and have received specific authorisation from the **Legal Helpline**:

- 1) Before carrying out any disciplinary procedure or action
- 2) Before the dismissal of an **Employee**
- 3) Before implementing a redundancy programme and before making an **Employee** redundant
- 4) On formal or informal notification of a grievance by an **Employee** or of a complaint of sexual, racial, religious or disability discrimination or discrimination on the grounds of sexual orientation or age
- 5) Before making any adverse variation of the terms or conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an **Employee's** remuneration)
- 6) On becoming aware of any event or circumstance that may be deemed to be constructive dismissal including absence from work following an **Employee** walking out with or without notice

In the event of a valid claim under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other **Professional Adviser's** fees unless court **Proceedings** are issued, or a conflict of interest arises. Where, following the issue of court **Proceedings**, **You** have elected to use a **Professional Adviser** of **Your** own choice **Professional Costs and Expenses** payable by **Us** are limited to no more than (a) **Our Standard Professional Costs and Expenses**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

This is a "Claims Made" insurance contract. It only covers claims notified to **Us** during the **Period of Insurance** and within 180 days of any circumstance which may give rise to any claim. Failure to do so would lead **Us** to decline a claim for indemnity under this insurance.

### IMPORTANT CONDITIONS

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

#### Prospects of Success

There must be more than a 51% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Professional Adviser**. If the **Professional Adviser** determines that there is not more than a 51% chance of success then **We** may decline or discontinue support for **Your** case.

#### Proportional Costs

An estimate of the **Professional Costs and Expenses** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Professional Costs and Expenses** will be provided with the assessment of **Your** case and will be carried out by the independent **Professional Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

#### Duty of Fair Presentation

**You** are responsible for disclosing, in a clear, accessible and comprehensive way, all information which **You** should be aware would influence the **Insurer's** decision to provide insurance to **You** on the terms agreed.

#### Advice and Authorisation Procedures

There will be no cover under this insurance contract unless **You** follow the advice and authorisation procedures set out in the 'How to Make a Claim' section.

#### Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

### Special Definitions

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in **bold** type in the Section.

#### Aggregate Limit

The maximum **We** will pay for all claims arising under this insurance in one **Period of Insurance**. The Aggregate Limit is £500,000.

### Attendance Expenses

Means the actual loss of earnings of any **Employee**, or other officer of **Yours**, for the period they are absent from work to attend at any court or tribunal hearing either:

- a) As a witness on **Your** behalf and at the request of the **Professional Adviser** in respect of a matter involving a valid claim under this insurance
- b) As a party to the **Proceedings** and at the request of the **Professional Adviser** in respect of a matter involving a valid claim under this insurance

For each half or full day of such attendance and shall be calculated on the basis that the period of absence from work shall be calculated to the nearest half day, taking an eight hour day to be a whole day for this purpose and the maximum period for which a claim can be made in respect of any one day.

The maximum payable in respect of one eight hour period shall be £100 per person.

### Awards of Compensation

Basic and compensatory awards of compensation which **You** must pay as a result of judgment in a dispute under legislation following a claim under section of cover 'Employment Disputes and Compensation Awards'

Or

An out-of-court settlement of a claim under section of cover 'Employment Disputes and Compensation Awards a', to which **We** have given **Our** prior written consent.

### Business Premises

The business premises declared to and accepted by **Us**.

### Data Protection Legislation

The relevant **Data Protection Legislation** in force within the **Territorial Limits** at the time of the **Insured Event**.

### Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

### Dismissal

Has the meaning given by s.95 of the Employment (Rights) Act 1996, as amended. Any **Dismissals** must be handled in accordance with the advice provided by the **Legal Helpline**.

### Director

**Your Director(s)** including executive officers.

### Employee/Your Employee(s)

Any person under a contract of service with **You** in connection with the business insured under this **Policy**.

### Excess

The sum payable by **You** as a contribution towards the costs incurred arising from any claim made under this insurance as stated below:

**Contract and Debt Recovery** sections: £250

**Tax Disputes** section – **Aspect Enquiries** only: £200

All other sections: Nil

### HMRC

H.M. Revenue and Customs in the United Kingdom.

### Insured Event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

In employment disputes the **Insured Event** will be the effective date of termination of employment.

In accountancy matters the **Insured Event** arises on the date that **You** or **Your Professional Adviser** are contacted either verbally or in writing, by the relevant department of **HMRC** advising **You** of either dissatisfaction with **Your** returns, or amounts paid, or notice of intention to investigate.

In criminal cases the **Insured Event** will be the date that **You** commenced or are alleged to have commenced to violate the criminal law in question.

For the purposes of the **Limit**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

### Insurers

AmTrust Europe Limited.

### Legal Helpline

The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any matter which may give rise to a claim under this insurance.

### Limit

The maximum sum payable by **Us** under a section of cover after calculating all **Professional Costs and Expenses** incurred in **Proceedings** in respect of an **Insured Event**, subject to the **Aggregate Limit**. The **Limits** for each section of cover are as stated below:

**Tax Disputes** section – **Aspect Enquiries** only: £5,000

All other sections: £100,000

### Period of Insurance

The period of cover declared to and accepted by **Us**.

### Proceedings

Civil, criminal, tribunal or arbitration proceedings or appeals arising from them brought in the **Territorial Limits**.



### Professional Adviser

**Our** panel solicitors, or their agents, an accountant or other appropriately qualified person, firm or company appointed by the **Insurers** to act for **You**, or, and subject to the **Insurers** agreement, where **Proceedings** have been issued, another legal adviser nominated by **You**.

### Professional Costs and Expenses

Reasonable un-recovered fees and disbursements properly and necessarily incurred by the **Professional Adviser** with **Our** prior written authority and any costs incurred by a third party, on the standard basis of any **Proceedings**, for which **You** may be made liable by order of a court or by agreement.

### Standard Professional Costs and Expenses

The level of **Professional Costs and Expenses** that would normally be incurred by **Us** in using a **Professional Adviser** of **Our** choice.

### Statutory Licence

A licence issued under statute or statutory instrument or by government or local authority to **You** where the licence is necessary to engage in **Your** business or trade.

### We/Us/Our/Ourselves

Arc Legal Assistance Limited acting on behalf of **Insurers**.

### You/Your

The person(s), company or companies declared to and accepted by **Us**.

### Territorial Limits

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

## Your Cover

This insurance provides indemnity in respect of **Professional Costs and Expenses** up to the **Limit** where:

- The **Insured Event** is notified to **Us** during the **Period of Insurance** and within 180 days of occurrence
- The **Insured Event** and any **Proceedings** take place within the **Territorial Limits**

## Employment Disputes and Compensation Awards

### What is insured:

**Professional Costs and Expenses** incurred by **You**:

- In defence of **Proceedings** brought in an employment tribunal, arising from a dispute with an **Employee** or ex-**Employee** relating to:
  - The contract of employment with **You**
  - Actual or alleged breaches of their statutory rights under employment legislation
- Awards of Compensation** made against **You** arising from claims under section a) above
- In defence of civil **Proceedings** under The Health and Safety at Work etc Act 1974

### What is not insured:

#### Claims

- Which are incurred by deliberately avoiding liability for a redundancy payment or for monies or benefits due under a contract of employment
- Under the Transfer of Undertakings (Protection of Employment) Regulations 2006 or under sections 64 to 80 of The Equality Act 2010 and any amending legislation
- For protective awards as defined in S189(3) Trade Union and Labour Relations (Consolidation) Act 1992 and any amending legislation or settlements in respect of such awards
- For redundancy payments
- Arising from the **Dismissal** of any **Employee** or change to an **Employees** terms of employment unless the **Dismissal** or change to an **Employees** terms of employment is handled in accordance with the advice provided and procedures laid down by the **Legal Helpline** as described in the conditions to this insurance
- Arising where the **Insured Event** was less than 90 days after the start of the first **Period of Insurance**, or less than 180 days after the start of the first **Period of Insurance**, if the **Employee** was at that time subject to disciplinary **Proceedings** or any verbal or written warning
- For any **Awards of Compensation** made against **You** relating to trade union activities including membership or non-membership; or relating to pregnancy, maternity or paternity rights
- For any **Awards of Compensation** made because of **Your** failure to provide written reasons for **Dismissal**
- For any compensatory award specified in a reinstatement or re-engagement order or made because of **Your** failure to provide written reasons for a **Dismissal**
- For any award to the extent that it relates to contractual rights accruing to the **Employee** or ex-**Employee** prior to the actual or alleged breach of the actual or alleged contract of employment

## Bodily Injury

### What is insured:

**Professional Costs and Expenses** and **Attendance Expenses** incurred by **Your Employee(s)** in the pursuit of **Proceedings** for damages, specific performance or injunction arising from or out of their death or bodily injury.

This cover extends to include members of **Your** family who suffer bodily injury following an event that also causes bodily injury to **You**.

### What is not insured:

#### Claims

- Made against **You** by an **Employee**
- For an accident/incident giving rise to bodily injury or death which occurred prior to the start of the first **Period of Insurance**
- For any sickness or disease or any naturally occurring condition or degenerative process(Consolidation) Act 1992 and any amending legislation or settlements in respect of such awards
- For a condition which manifested itself prior to the start of the first **Period of Insurance**

- e) For the defence of any claim for bodily injury
- f) For medical negligence

## Prosecution Defence for Employers and Employees

### What is insured:

#### Professional Costs and Expenses incurred by:

- a) **You** arising from any act or omission - or alleged act or omission - which leads to **Your** prosecution in a court of criminal jurisdiction
- b) **You** arising from appeals by **You** against the service of improvement and prohibition notices under The Health and Safety at Work etc Act 1974
- c) **Your Employee** (including **Directors**), concerning any matter arising out of his or her duties as **Your Employee** arising from any act or omission, or alleged act or omission, which leads to the prosecution of **Your Employee** in a court of criminal jurisdiction

### What is not insured:

#### Claims

- a) Arising from deliberate discrimination by You, or an Employee (including Directors) amounting to an act of unlawful discrimination
- b) For criminal prosecutions brought under Health and Safety legislation
- c) For damages, compensation, interest, fines, costs or other penalties that You are ordered to pay by a court of criminal jurisdiction
- d) Arising from a motor prosecution
- e) Arising from **Your** prosecution alleging:
  - i) Intentional obstruction of a person in the execution of a warrant issued under the **Data Protection Legislation** by **You** or by an **Employee**
  - ii) Arising from **Your**, or an **Employees** failure to give a person executing such a warrant the assistance they reasonably require for its execution
- f) Arising from prosecutions of **Employees** for matters which do not relate to their duties as **Your Employees**

## Contract

### What is insured:

**Professional Costs and Expenses** arising from any dispute between **You** and a customer or supplier about a contract for the supply of goods or services entered into after the start of the first **Period of Insurance** and where the total amount in dispute, or the amount due to be paid at the time of the dispute is at least £250.

### What is not insured:

#### Claims

- a) For any Insured Events which occurs within 90 days of the start of the first Period of Insurance
- b) For the recovery of a debt from a customer where the customer does not dispute that the money is owed to You
- c) For any dispute You may have as a landlord or a tenant in connection with a lease or licence or tenancy agreement
- d) For professional negligence

- e) For the defence of any matter which should be covered under a professional indemnity insurance
- f) Arising from the sale, lease, service, repair or test of a motor vehicle
- g) Arising from a dispute over a financial services product, including payments which may be due under an insurance policy
- h) Arising from a dispute with an Employee or former Employee arising from a contract of employment
- i) Arising from any licence or franchise agreements

## Debt Recovery

### What is insured:

**Professional Costs and Expenses** incurred in order to recover money and interest due arising from a contract for the sale or supply of goods or services entered into after the start of the first **Period of Insurance** and where the total amount in dispute, or the amount due to be paid at the time of the dispute is at least £250.

### What is not insured:

#### Claims

- a) Occurring within 90 days of the start of the first Period of Insurance
- b) Relating to a lease or licence or tenancy agreement
- c) Arising from the purchase, sale, lease, service, repair or test of a Motor Vehicle
- d) Relating to a financial services product, including payments which may be due under an insurance policy
- e) Arising from a dispute over the purchase, sale, lease, provision, service or repair of computer hardware, software, systems or services
- f) For the recovery of any amount due which the other party disputes on the basis of a defence

## Property Protection

### What is insured:

**Professional Costs and Expenses** incurred in pursuit of **Proceedings** against a third party, other than an **Employee** or former **Employee**, following an act or omission relating to material property owned by **You** which results in, or is likely to result in, physical damage to that property and/or financial loss by **You**.

### What is not insured:

#### Claims

- a) Arising from a contract made between You and a third party other than a contract for the repair, renovation, reinstatement or decoration of real property
  - b) Arising from a lease or tenancy agreement applying to Your Business Premises and disputes relating to the occupation of land or property owned by You, by a party or parties whose licence to occupy such property has been determined or revoked or which was never granted by or on Your behalf
- Involving:
- i) Goods in transit
  - ii) Goods hired or lent to third parties

- iii) Goods at premises other than those occupied by You, unless they are at the premises for the purpose of installation or use in work carried out by **You**
- c) Involving a motor vehicle belonging to **You** or in **Your** possession, except whilst on **Your Business Premises**
- d) Arising from an appeal against refusal of planning permission

## Statutory Licence Protection

### What is insured:

**Professional Costs and Expenses** and **Attendance Expenses** incurred by **You** in an appeal to the relevant statutory body, or in **Proceedings** where the relevant authority suspends, revokes, alters the terms of or refuses to renew **Your Statutory Licences**.

### What is not insured:

#### Claims

Arising from an original application or standard renewal of a licence

Arising from a criminal prosecution

Where **You** are engaged in the following trades:

- a) Gentlemen's clubs and other venues providing entertainment in the form of lap dancing, table dancing, pole dancing and/or where striptease and/or erotic dance is regularly performed
- b) Fairgrounds and amusement arcades

## Tax Disputes

### What is insured:

**Professional Costs and Expenses** incurred by **You** and arising directly from:

#### a) HMRC Enquiries and Disputes

A full or aspect enquiry by HMRC into **Your** corporation tax return following the issue of formal notification by HMRC

Any challenge in writing by HMRC of the accuracy or completeness of returns submitted in accordance with the PAYE regulations following a compliance check or routine inspection undertaken by HMRC into the operation of PAYE

An enquiry conducted into the employment status of Your Employees under the PAYE and/or NIC Regulations or Part 2, Chapter 8 of Income Tax (Earnings and Pensions) Act 2003 (IR35)

#### b) VAT Disputes

A dispute following a compliance check or routine inspection undertaken by HMRC of **Your** VAT record-keeping

An enquiry held under Section 60 or 61 of the VAT Act 1994 or any matters handled by the National Investigations Service of HMRC providing that at the culmination of such investigation it is proved that **You** were not found guilty of dishonesty, fraud or fraudulent intent

### What is not insured:

#### Claims

- a) Involving criminal proceedings or alleged fraudulent evasion of tax, and any case dealt with by Special Civil Investigations Office, Boards Investigation Unit of any other special

office of HMRC

- b) Arising from or relating to attendance at a compliance and/or control review or routine inspection undertaken by HMRC (PAYE/NIC and/or VAT)
- c) Where deliberate miss-statements have been made in respect of accounts, returns or any other submissions made to the relevant authorities
- d) Where **You** have failed to give **Your** business status to the relevant authorities within a statutory period
- e) Which originate from any enquiry, investigation or dispute which existed before the first **Period of Insurance**
- f) Involving tax or National Insurance contributions avoidance schemes
- g) Which occurs during the first 60 days of the first **Period of Insurance**
- h) Where **You** have failed to maintain or submit accurate, truthful and up to date records, or where returns have not been submitted within statutory time limits or requirements
- i) Arising from a dispute as to whether an **Employee's** remuneration should fall under either PAYE or sub-contract rules
- j) In respect of any dispute arising under the National Minimum Wage Act 1998 or the Tax Credits Act 2002
- k) In any claim where the policyholder has adopted a tax avoidance scheme
- l) In respect of the preparation or rectification of self-assessment tax returns, accounts, P11Ds, P35s, VAT returns or any other statutory returns or for any professional fees incurred for the routine presentation of Your affairs, including the reconciliation of annual accounts with VAT returns.

## Professional Costs and Expenses

- a) Incurred in dealing with technical or routine matters not connected with or arising out of an expression of dissatisfaction with **Your** affairs
- b) Incurred in dealing with any deficiencies in books, records, accounts or returns including the costs of repairing a return
- c) Arising after **You** receive a notice telling **You** that the enquiry has been completed
- d) Arising from or relating to a Tax Tribunal

### Conditions applicable to Tax Disputes

- a) **You** must have maintained and must continue to maintain accurate, truthful and up to date records and make returns in accordance with statute and account conventions acceptable to **HMRC** and other agencies and have made all returns and payments except those which are disputed and provided information to these bodies where applicable
- b) **You** must contact the **Legal Helpline** as soon as possible after the **Insured Event** and comply with the advice given
- c) **You** or **Your Professional Adviser** should notify **Us** by contacting the **Legal Helpline** as soon as possible if **You** receive any invitation by **HMRC** to make an offer in settlement
- d) In respect of **HMRC** enquiries **Your Professional Adviser** must provide a copy of the **HMRC** notice of enquiry and a copy of the return giving rise to the enquiry

## Telephone Helplines

### Business Legal Helpline

The helpline service may be used to discuss any legal problem occurring under this policy within the United Kingdom, the Channel Islands and the Isle of Man. Simply telephone **0344 770 1040** quoting "iFarm Business Helpline" and ask to speak to a legal adviser. This service is here to help **You**. Do not hesitate to make full use of it. In particular if something **You** are proposing to do may result in a claim, **You** must use the helpline first.

### Employment Manual

Our service provides access to an Employment Manual that offers comprehensive, up-to-date guidance on rapidly changing employment law. To view it, please visit **Our** website at [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). From the Information Centre page click on the Employment Manual link. **You** will need to input the username: **10611** and password: **COMMERCIALLEGALEXPENSES**. All sections of this web-based document can be printed off for **Your** own use.

## General Exclusions

### Exclusions applicable to all sections of cover

#### We will not be liable for:

Claims where **You** are engaged in the following trades:

Aircraft / aerospace  
Gaming gambling and night clubs  
Fairgrounds and amusement arcades  
Waste / refuse disposal  
Solicitors  
Professional sporting clubs  
Builders and allied trades  
Care/nursing homes  
Educational establishments  
Recruitment agencies

### War and similar risks

Any consequence of:

- a) War, invasion, terrorism, piracy, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power
- b) Confiscation, destruction, requisition, nationalisation or seizure by order of the Government or public authority

### Radioactivity

Any expense, directly or indirectly arising from:

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

## Professional Costs and Expenses incurred

- a) Where the **Insured Event** had commenced or occurred:
  - i) Before this policy started; or
  - ii) On, or after the renewal of this policy and which **You** knew, or should reasonably have known, could result in a claim
- b) For the pursuit, continued pursuit or defence of any claim if the **Insurers** consider it unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred
- c) Where at, or prior to, the start of the first **Period of Insurance**, in **Our** reasonable judgment, **You** should have realised that a claim might occur
- d) Prior to written confirmation from **Us** that the claim has been accepted or **Professional Costs and Expenses** beyond those for which **We** have given **Our** prior approval in accordance with the terms and conditions of the cover
- e) Where **You** fail to instruct or give proper instructions to **Us** or to the **Professional Adviser**
- f) Where **You** are responsible for anything which in **Our** reasonable opinion prejudices success in the prosecution, defence or settlement of the **Proceedings**
- g) Where **You** fail to provide evidence or information reasonably required by **Us** to establish whether support can be provided under this cover
- h) Where **You** are responsible for anything which in **Our** opinion prejudices **Our** position in respect of the **Proceedings**
- i) In respect of the amount in excess of **Our Standard Professional Costs and Expenses** where **You** have elected to use a **Professional Adviser** of **Your** own choice
- j) Where the **Insured Event** occurs outside of the **Territorial Limits**
- k) In defending or pursuing new areas of law or test cases

## Claims

- a) Where **You** fail to comply with the conditions of this insurance
- b) Arising from any deliberate criminal act or omission by **You**
- c) Involving prosecutions which allege dishonesty or intentional violence
- d) Notified to **Us** outside of the **Period of Insurance**
- e) Notified to **Us** more than 180 days after the **Insured Event**
- f) For an application for a judicial review
- g) Made by or against **You** against or by **Us**
- h) Directly or indirectly caused by, contributed to or arising from:
  - i) Subsidence or mining or quarrying activities
  - ii) Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements (other than claims under employment cover) and passing off
  - iii) Computer software except operating systems and packaged software that have not been tailored by the supplier to the customer's own requirements
  - iv) Actual, planned or proposed works by or under the order of any government or public or local authority
  - v) Planning law including town and country planning legislation
  - vi) The construction of or structural alteration to buildings or parts of buildings
  - vii) Libel or slander or malicious falsehood

- i) Where **You** act without **Our** consent or contrary to or in a manner different from **Our** advice or that of **Your Professional Adviser**
- j) Made under this cover which do not arise from or relate to **Your** normal **Business** as shown in the **Schedule**
- k) Relating to prosecutions arising out of deliberate discrimination amounting to an act of unlawful discrimination
- l) Which are false or fraudulent

#### **What is not insured:**

##### **Professional Costs and Expenses**

- a) Incurred in avoidable correspondence
- b) Which are recoverable from a court, tribunal or elsewhere
- c) Incurred in respect of any claim where, but for the existence of this policy **You** would be entitled to indemnity under any other policy or certificate or, but for a breach or alleged breach, by **You** of the terms of the other policy or certificate
- d) Damages, interest, fines or other penalties which **You** are ordered to pay unless provided for in this cover.

The costs of an appeal unless **We** have given **Our** prior written consent to such costs being incurred.

The fees of an expert witness without **Our** approval being obtained for the appointment of the expert witness and to the amount of his fees.

Prior to the issue of court **Proceedings**, the legal costs and disbursements of a firm of solicitors instructed by **You** other than those of **Our** panel solicitors or their agents.

## **Conditions**

### **Cancellation**

This cover is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **Your** main insurance contract please contact **Your** insurance advisor.

**We** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

**We** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- a) Where **We** have a reasonable suspicion of fraud
- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information

### **Appointing a Professional Adviser**

- a) At any time before **Proceedings** are issued **We** will:
  - i) Take over the claim and deal with it in **Your** name.
  - ii) Appoint solicitors to act for **You** as **Professional Adviser**.
- b) If **Proceedings** need to be issued:
  - i) **You** may inform **Us** of **Your** choice of a **Professional Adviser**. **We** may accept such choice if the **Professional Adviser** confirms in writing that they will co-operate with **You** to enable **You** to keep to the terms of this insurance. Where **We** agree to **Your** own choice of **Professional Adviser** this insurance will not cover any amount in excess of **Our Standard Professional Costs and Expenses**
  - ii) If **We** and **You** cannot agree with **Your** choice of **Professional Adviser**, **You** may suggest another. If **We** still cannot agree upon a suitable **Professional Adviser**, **We** shall ask the Law Society to choose a solicitor to act. Both **We** and **You** must accept their decision
- c) If **Your Professional Adviser** refuses to continue acting for **You** for reasonable cause or **You** discontinue **Your** instructions then **Our** liability will stop at once unless **We** agree to the appointment of another **Professional Adviser**.

### **Conducting Proceedings**

**You** will instruct the nominated **Professional Adviser** to:

- a) Provide **Us** immediately with an opinion of the prospects of success, an estimate of the total costs likely to be incurred, and details of the charging rate
- b) To keep **Us** fully and promptly advised of the progress of the case, of any change in their view of prospects of success and/or their estimate of costs during the **Proceedings**. If they do not comply, all liability under this cover will cease

**We** will meet the **Professional Adviser's** costs and expenses of dealing with the **Proceedings** which have been agreed in advance by **Us** - both amount and purpose - and as long as prospects of success remain more than 51%.

### **Our right to information**

**We** will have direct access to the **Professional Adviser** at all times and **You** will co-operate fully with **Us** and keep **Us** informed of all material developments.

**We** will be entitled to obtain any information, copy document, account or correspondence relating to the **Proceedings**, whether or not it is privileged and **You** will give any instructions to the **Professional Adviser** which might be required immediately.

**We** will be notified as soon as reasonably possible by **You** or the **Professional Adviser** of any offer or payment into court made with a view to settlement.

If any offer or payment into court is not accepted by **You** but **We** reasonably consider the outcome of the **Proceedings** to be equally or less favourable to **You** than the offer of payment, **We** will have no liability in respect of any further **Professional Costs and Expenses** unless **We** have given **Our** agreement for **Proceedings** to continue.

If **You** are not satisfied with **Our** decision, the dispute must be resolved under the terms of the **Disputes** condition, below.



### Co-operation

**You** will co-operate with **Us** at all times and reply promptly to any correspondence connected with the claim.

### Investigation of the claim

**We** may **Ourselves**, or through **Our** servants, agents, solicitors or accountants, make **Our** own investigations into the claim and may, subject to **Your** approval which will not be withheld unreasonably, attempt to reach a settlement of the **Proceedings**.

### Information to be given to the Professional Adviser

**You** will give all information requested by the **Professional Adviser** to him promptly and meet with him whenever requested.

### Assessment of bills

If **We** request it, **You** will instruct the **Professional Adviser** to submit his bill of costs for assessment by the court or by the appropriate professional body.

### Withdrawal and discontinuance

If **You** withdraw from or discontinue the **Proceedings** without **Our** prior agreement, the responsibility for payment of any **Professional Costs and Expenses** and third party costs will become **Yours**.

**We** will be entitled to reimbursement by **You** for any costs paid or incurred during the course of the **Proceedings**, including any **Professional Costs and Expenses** which **We** are obliged to pay because of **You** withdrawing or discontinuing.

### Recovery of costs from third parties

**You** will, whenever reasonably possible, attempt to recover costs from a third party and will instruct the **Professional Adviser** accordingly.

### Agreement

**We** will not be bound by any agreement to which **We** are not a party.

### Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

### Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 51% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- Being able to recover the amount of money at stake
- Being able to enforce a judgement
- Being able to achieve an outcome which best serves **Your** interests

If **You** disagree with this decision, **You** can ask **Us** to obtain an opinion from an independent solicitor or barrister. If **You** and **We** are unable to agree on a suitable solicitor or barrister, the president of the Law Society will be asked to provide a nomination.

If the independent opinion disagrees with **Our** view, **We** will pay the cost of obtaining it but if it supports **Our** view **You** will pay the cost.

### Applicable Law

United Kingdom law allows for the **Insurers** and **You** to choose the law applicable to this insurance contract. **We** propose that the contract is governed by English law. If there is any dispute as to which law applies it shall be English law.

### Language

The language for contractual terms and obligations will be English.

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

A person who is not a party to this contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

### Value Added Tax

If **You** are registered for VAT, the **Insurer** will not be liable to indemnify **You** for the VAT element of any legal expenses invoices.

### Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy or primary insurance policy, or would have been covered if this policy did not exist, **We** will only pay in excess of any other cover.

### Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy **We**, or the broker, may:

- Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known

### Fraud

In the event of fraud **We**:

- Will not be liable to pay the fraudulent claim
- May recover any sums paid to **You** in respect of the fraudulent claim
- May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**.
- Will no longer be liable to **You** in any regard after the fraudulent act.

## Customer Service Information

### How to make a claim – Employment Cover

**You** will give **Us** immediate notice in writing of any **Proceedings** or suit made or brought against **You** or believed by **You** to be considered and any summons or other process served or threatened to be served and any event which may give rise to **Proceedings** against **You**.

If **You** do not tell **Us** within 180 days and within the **Period of Insurance** about this event, any claim resulting from that event will not be covered.

Without prejudice to the generality of this condition:

- a) Immediately any of the following actions are contemplated, **You** must contact the **Legal Helpline** and follow the advice given before:
  - i) Before carrying out any disciplinary procedure or action
  - ii) Before the dismissal of an **Employee**
  - iii) Before implementing a redundancy programme and before making an **Employee** redundant
  - iv) On formal or informal notification of a grievance by an **Employee** or of a complaint of sexual, racial, religious or disability discrimination or discrimination on the grounds of sexual orientation or age
  - v) Before making any adverse variation of the terms or conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an **Employee's** remuneration)
  - vi) On becoming aware of any event or circumstance that may be deemed to be constructive dismissal including absence from work following an **Employee** walking out with or without notice

Failure to seek and follow the advice of the helpline in any of the above situations will mean that any claim arising as a result of the action will not be covered.

- b) If **You** receive a form ET1 (claim form) from an employment tribunal and wish to obtain indemnity under this cover **You** should notify the **Legal Helpline**. This must be done immediately because of the statutory 28 days' time limit for returning a response form (ET3) or responding on-line. The response form should be left blank for completion by **Your Professional Adviser**. Upon request, **You** must complete a claim form by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre) and forward it to **Us** immediately. Alternatively, **We** will send **You** a claim form.
- c) If a former **Employee** requests a written statement of reasons for **Dismissal**, **You** must contact the **Legal Helpline**, not later than 7 days from the request and prior to the statement being given.
- d) If **You** intend to make a significant alteration to an **Employee's** terms of employment **You** must telephone the **Legal Helpline** first and follow their advice.

### How to make a claim – other than Employment Cover

Potential claims must be notified to **Us** by telephoning the Legal Helpline and before instructing a **Professional Adviser**. **You** must make **Your** claim as soon as **You** are, or should reasonably have been, aware of any event which has resulted in, or could result in an **Insured Event**. (If **You** do not tell **Us** about this event within 180 days and within the **Period of Insurance**, any claim resulting from that event will not be covered). **You** must follow the advice of the **Legal Helpline**. **Professional Costs and Expenses** incurred prior to **Our** accepting **Your** claim will not be covered under this insurance **You** can complete and submit **Your** claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Alternatively, **We** will send **You** a claim form which must be completed, giving a complete and truthful report of the facts of the claim, indicating any potential witnesses and any documentary evidence and return it to **Us** at the earliest opportunity.

### Privacy and Data Protection Notice

#### a) Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit [www.arclegalassistance.co.uk](http://www.arclegalassistance.co.uk)

#### b) How We Use Your Personal Data and Who We Share it With

**We** may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

#### c) Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

#### d) Disclosure of Your Personal Data

**We** may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

#### e) Your Rights

**You** have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

#### **f) Retention**

**Your** data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact **The Data Protection Officer, please see website for full address details.**

#### **Authorisation**

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

## Section 11 | Family Legal Protection

### Family Legal Protection provides:-

Assistance Helplines including 24/7 Legal and Tax Advice

### Assistance Helpline Services

#### Legal and Tax Helpline

You can use the helpline service to discuss any problem occurring under this **Policy** within the United Kingdom, the Channel Islands and the Isle of Man.

Simply telephone **0344 770 1040** and quote “**Imperium – Family Legal Expenses Insurance**”.

For **Our** joint protection telephone calls may be recorded and/or monitored.

### Policy Wording

#### Terms of Cover

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf **We** act.

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives’ fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **Advisers’ Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers’ Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount..

The insurance covers **Costs** as detailed under the separate sections of cover, less any **Excess** up to the **Maximum Amount Payable** where:-

- a) The **Insured Incident** takes place in the **Insured Period** and within the **Territorial Limits**  
and
- b) The **Legal Action** takes place within the **Territorial Limits**.

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

### IMPORTANT CONDITIONS

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the ‘Conditions’ section below and should be read carefully. Some of the main conditions to this insurance are that:

#### Prospects of Success

There must be more than a 51% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not more than a 51% chance of success then **We** may decline or discontinue support for **Your** case.

#### Proportional Costs

An estimate of the **Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

#### Duty of Disclosure

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

#### Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

### Definitions

Where the following words appear in bold they have these special meanings.

#### Adviser

**Our** specialist panel solicitors or accountants or their agents appointed by **Us** to act for **You**, or, and subject to **Our** agreement, where it is necessary to start court proceedings or a **Conflict of Interest** arises, another legal representative nominated by **You**.

#### Advisers’ Costs

Legal or accountancy fees and disbursements incurred by the **Adviser**.

<b>Adverse Costs</b>	Third party legal costs awarded against <b>You</b> which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.
<b>Costs</b>	<b>Standard Advisers' Costs</b> and <b>Adverse Costs</b> .
<b>Conflict of Interest</b>	Situations where <b>We</b> administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
<b>Contract of Employment</b>	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.
<b>Data Protection Legislation</b>	The relevant <b>Data Protection Legislation</b> in force within the <b>Territorial Limits</b> where this cover applies at the time of the <b>Insured Incident</b> .
<b>Disclosure Breach</b>	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.
<b>Employee</b>	An individual who has entered into or works under (or, where the employment has ceased, worked under) a <b>Contract of Employment</b> .
<b>Excess</b>	The amount that <b>You</b> must pay towards the cost of any claim as stated below:- <b>Property Infringement section:</b> £250 <b>All other sections</b> £Nil The <b>Excess</b> shall be paid to and at the request of the <b>Adviser</b> .
<b>HM Revenue and Customs Full Enquiry</b>	An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of <b>Your</b> PAYE income or gains.
<b>Identity Fraud</b>	A person or group of persons knowingly using a means of identification belonging to <b>You</b> without <b>Your</b> knowledge or permission with intent to commit or assist another to commit an illegal act.
<b>Insured Incident</b>	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one <b>Insured Incident</b> shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.  In a claim arising from <b>Identity Fraud</b> the <b>Insured Incident</b> is a single act or the start of a series of single acts against <b>You</b> by one person or group of people.  In a claim arising from an <b>HM Revenue and Customs Full Enquiry</b> , the <b>Insured Incident</b> shall be deemed to be the date HM Revenue and Customs issue a formal notice to <b>You</b> notifying of a full enquiry into <b>Your</b> non-business affairs.

<b>Insured Period</b>	One year from the inception or renewal date shown on <b>Your</b> insurance schedule.
<b>Insurer</b>	AmTrust Europe Limited.
<b>Legal Action(s)</b>	The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or;
<b>Maximum Amount Payable</b>	The maximum payable in respect of an <b>Insured Incident</b> is -stated below: <b>All sections:</b> £50,000
<b>Standard Advisers' Costs</b>	The level of <b>Advisers' Costs</b> that would normally be incurred in using a specialist panel solicitor or their agents.
<b>Territorial Limits</b>	United Kingdom, the Channel Islands and the Isle of Man.
<b>We/Us/Our</b>	Arc Legal Assistance Limited.
<b>You/Your /Yourself</b>	Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to <b>Us</b> by <b>Your</b> insurance adviser and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to <b>Your</b> family member's resident with <b>You</b> . If <b>You</b> die <b>Your</b> personal representatives will be covered to pursue or defend cases covered by this insurance on <b>Your</b> behalf that arose prior to or out of <b>Your</b> death.

## Your Cover

### Consumer Pursuit

#### What is insured

**Costs** to pursue a **Legal Action** following a breach of a contract **You** have for buying or renting goods or services for **Your** private use. The contract must have been made after **You** first purchased this insurance unless **You** have held this or equivalent cover with **Us** or another insurer continuously from or before the date on which the agreement was made.

#### What is not insured:-

##### Claims

- Where the amount in dispute is below £250 plus VAT
- Where the breach of contract occurred before **You** purchased this insurance
- Involving a vehicle owned by **You** or which **You** are legally responsible for
- Arising from a dispute with any government, public or local authority
- Arising from the purchase or sale of **Your** main home
- Relating to a lease tenancy or licence to use property or land
- Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**
- Directly or indirectly arising from planning law



- j) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use.

## Consumer Defence

### What is insured

**Costs** to defend a **Legal Action** brought against **You** following a breach of a contract **You** have for selling **Your** own personal goods. The contract must have been made after **You** first purchased this insurance unless **You** have held this or equivalent cover with **Us** or another insurer continuously from or before the date on which the agreement was made.

### What is not insured:-

#### Claims

- a) Where the amount in dispute is below £250 plus VAT
- b) Where the breach of contract occurred before **You** purchased this insurance
- c) Involving a vehicle owned by **You** or which **You** are legally responsible for
- d) Arising from a dispute with any government, public or local authority
- e) Arising from the sale or purchase of **Your** main home
- f) Relating to a lease tenancy or licence to use property or land

## Personal Injury

### What is insured

**Costs** to pursue a **Legal Action** following an accident resulting in **Your** personal injury or death against the person or organisation directly responsible.

### What is not insured:-

#### Claims

- a) Arising from medical or clinical treatment, advice, assistance or care
- b) For stress, psychological or emotional injury unless it arises from **You** suffering physical injury
- c) For illness, personal injury or death caused gradually and not caused by a specific sudden event
- d) Involving a vehicle owned or driven by **You**

## Employment Disputes

### What is insured

**Standard Advisers' Costs** to pursue a **Legal Action** brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach as an **Employee of Your:-**

- (a) **Contract of Employment;** or
- (b) legal rights under employment laws.

### What is not insured:-

#### Claims

- a) Where the breach occurred within the first 90 days after **You** first purchased this insurance unless **You** have held equivalent cover with **Us** or another insurer continuously for a period of at least 90 days leading up to when the breach first occurred
- b) For a dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man)

- c) For **Standard Advisers' Costs** of any disciplinary investigatory or grievance procedure connected with **Your Contract of Employment** or the costs associated with any settlement agreement
- d) Where the breach is alleged to have commenced or to have continued after termination of **Your** employment
- e) For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment

## Property Infringement

### What is insured:-

**Costs** to pursue a **Legal Action** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to **Your** main home.

### What is not insured:-

#### Claims

- a) Where the nuisance or trespass started within the first 180 days after **You** first purchased this insurance unless **You** have held equivalent cover with **Us** or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started
- b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- c) For adverse possession
- d) In respect of a contract **You** have entered into
- e) Directly or indirectly arising from planning law
- f) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use
- g) Directly or indirectly arising from:
  - i.) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
  - ii.) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
  - iii.) Land slip meaning downward movement of sloping ground
  - iv.) Mining or quarrying

## Property Damage

### What is insured

**Costs** to pursue a **Legal Action** for damages against a person or organisation that causes physical damage to **Your** main home. The damage must have been caused after **You** first purchased this insurance.

### What is not insured:-

#### Claims

- a) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- b) In respect of a contract **You** have entered into
- c) Directly or indirectly arising from planning law
- d) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use
- e) Directly or indirectly arising from:

- i) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
- ii) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
- iii) Land slip meaning downward movement of sloping ground
- iv.) Mining or quarrying

## Tax

### What is insured

**Standard Advisers' Costs** incurred by an Accountant if **You** are subject to an **HM Revenue and Customs Full Enquiry** into **Your** personal Income Tax position.

This cover applies only if **You** have:-

- a) Maintained proper, complete, truthful and up to date records
- b) Made all returns at the due time without having to pay any penalty
- c) Provided all information that the HM Revenue and Customs reasonably requires

### What is not insured:-

#### Claims

- a) Where:
  - i) Deliberate misstatements or omissions have been made to the authorities
  - ii) Income has been under-declared because of false representations or statements by **You**
  - iii) **You** are subject to an allegation of fraud
- b) For **Standard Advisers' Costs** for any amendment after the tax return has initially been submitted to the HM Revenue and Customs
- c) For enquiries into aspects of **Your** Tax Return (Aspect Enquiries)

## Personal Identity Fraud

### What is insured

**Costs** arising from **Identity Fraud**:-

- a) To defend **Your** legal rights and/or take steps to remove County Court Judgments against **You** that have been obtained by an organisation from which **You** are alleged to have purchased, hired or leased goods or services. Cover is only available if **You** deny having entered in to the contract and allege that **You** have been the victim of **Identity Fraud**
- b) To deal with all organisations that have been fraudulently applied to for credit, goods or services in **Your** name or which are seeking monies or have sought monies from **You** as a result of **Identity Fraud**
- c) In order to liaise with credit referencing agencies and all other relevant organisations on **Your** behalf to advise that **You** have been the victim of **Identity Fraud**

### What is not insured:-

#### Claims

- a) Where **You** have not been the victim of **Identity Fraud**
- b) Where **You** did not take action to prevent **Yourself** from further instances of **Identity Fraud** following an **Insured Incident**
- c) Where the **Identity Fraud** has been carried out by somebody living with **You**
- d) For **Costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss

**You** must agree to be added to the CIFAS Protection Register if **We** recommend it.

## Social Media Defamation

### What is insured

Following defamatory comments made about **You** through a social media website, **Standard Advisers' Costs** to write one letter to the provider of the Social Media website requesting that the comments are removed. Where the authors' identity of the defamatory comments is known, **You** are also covered for **Standard Advisers' Costs** to write one letter to the author requesting that the comments are removed from the social media website.

### What is not insured:-

Claims where **You** are not aged 18 years or over.

## General Exclusions

### 1. There is no cover where:-

- a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- b) An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute
- c) **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
- d) **Your** insurers repudiate the insurance policy or refuse indemnity

### 2. There is no cover for:-

- a) Claims over loss or damage where that loss or damage is insured under any other insurance
- b) Claims made by or against **Your** insurance adviser, the **Insurer**, the **Adviser** or **Us**
- c) Any claim **You** make which is false or fraudulent or exaggerated
- d) Defending **Legal Actions** arising from anything **You** did deliberately or recklessly
- e) **Costs** if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims

### 3. There is no cover for any claim directly or indirectly arising from:-

- a) A dispute between **You** and someone **You** live with or have lived with
- b) **Your** business trade or profession other than as an **Employee**
- c) An application for a judicial review
- d) Defending or pursuing new areas of law or test cases

### 4. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

## General Conditions

### 1. Claims

- a) **You** must notify claims as soon as reasonably possible once **You** become aware of the incident and within no more than 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced. For claims relating to **Identity Fraud**, these must be reported within 45 days of **You** becoming aware of the incident.
- b) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the legal proceedings.
- i.) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with standard conditions of appointment available on request.
- c) The **Adviser** will:-
  - i.) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
  - ii.) Keep **Us** fully advised of all developments as **We** may require.
  - iii.) Keep **Us** advised of **Advisers' Costs** incurred.
  - iv.) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
  - v.) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
  - vi.) Attempt recovery of costs from third parties.
- d) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- e) The **Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- f) **You** shall supply all information requested by the **Adviser** and **Us**.
- g) **You** are responsible for all legal costs and expenses including adverse costs if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.
- h) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

### 2. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 51% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement

- c) Being able to achieve an outcome which best serves **Your** interests

### 3. Other insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

### 4. Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known.

### 5. Fraud

In the event of fraud, **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- d) Will no longer be liable to **You** in any regard after the fraudulent act.

### 6. Cancellation

This cover is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **Your** main insurance contract please contact **Your** insurance adviser.

**We** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

**We** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- Where **We** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

### 7. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot

agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

#### 8. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

## Customer Services Information

### How to make a Claim

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the Legal Helpline.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or accountant to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and submit a claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

### Privacy and Data Protection Notice

#### 1. Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit [www.arclegal.co.uk](http://www.arclegal.co.uk)

#### 2. How We Use Your Personal Data and Who We Share it With

**We** may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

#### 3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** Privacy Statement, which is available to view on the website address detailed above.

#### 4. Disclosure of Your Personal Data

**We** may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

#### 5. Your Rights

**You** have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to

certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

#### **6. Retention**

**Your** data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact **The Data Protection Officer, please see website for full address details.**

#### **Customer Service**

**Our** aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **You** will receive a final response. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. After eight weeks, if **You** are unhappy with the delay, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree.

#### **Our contact details are:-**

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester CO4 5YD  
Tel: 01206 615000  
Email: customerservice@arclegal.co.uk

#### **The Financial Ombudsman Service contact details are:-**

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
Tel: 08000 234 567  
Email: complaint.info@financial-ombudsman.org.uk

#### **Compensation**

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** or the **Insurer** cannot meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning 0800 678 1100.

#### **Authorisation**

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).



# Complaints Procedure

We are committed to giving you a first class service at all times and will make every effort to meet the high standards we have set. If you feel we have not attained the standard of service you would expect or you are dissatisfied in any other way, then this is the procedure that you should follow:

## Stage One - Initiating Your Complaint

**You** should first contact us at iFarm Underwriting by emailing us at [complaints@ifarmunderwriting.co.uk](mailto:complaints@ifarmunderwriting.co.uk) or by calling us on 020 3818 8061, full details of which are shown on your Policy Schedule. **We** will confirm to you the receipt of your complaint within five working days and do our best to resolve the problem within 14 days. If we cannot deal with your complaint within 14 days we will let you know when an answer may be expected. **We** expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if you are not satisfied, you can take the issue further.

**If we are unable to satisfy your complaint please refer the matter to the Compliance Officer' at:**

**HDI Global SE – UK**  
10 Fenchurch Street,  
London,  
EC3M 3BE  
**Tel:** 0207-696-8099  
**Email:** [enquiries@uk.hdi.global](mailto:enquiries@uk.hdi.global)

If **You** remain dissatisfied with our response, we have an escalation process for ensuring that a senior member of staff reviews your complaint. **You** can invoke this by stating to the individual that is handling your complaint that **You** wish to escalate it.

Making a complaint does not affect Your right to take legal action.

## Stage Two - Financial Ombudsman Service (FOS)

If the differences between us remain unresolved, you may refer your complaint to the Financial Ombudsman Service (FOS). You can ask the Financial Ombudsman Service to review your complaint if for any reason you are still dissatisfied with the final response from QIC Europe Ltd, or if a final response has not been issued within eight weeks from your first complaint.

### The Financial Ombudsman Service

Exchange Tower  
Harbour Exchange Square  
London E14 9SR

**Tel:** 0800 023 4567 (from a landline) or 0300 123 9123 (from a mobile)

**Email:** [complaint.info@financial-ombudsman.co.uk](mailto:complaint.info@financial-ombudsman.co.uk)

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note that you have six months from the date of the final response in which to refer your complaint to the Financial Ombudsman Service (FOS). The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products.

The Financial Ombudsman Service will only consider complaints after QIC Europe Ltd has issued a final response. Following this procedure will not affect your legal rights.

Please quote your policy number in any communication.

## Financial Ombudsman Service UK - Eligible Complainant

You can use the FOS as a recourse in the event of dissatisfaction if you are:

- a private individual acting outside your trade, business or profession
- 'micro-enterprises', i.e. smaller business that have a turnover or annual balance sheet of not more than EUR 2m and fewer than 10 people employed
- a charity with less than GBP 1m annual income a trustee of a trust with net asset value of less than GBP 1m.

# Privacy Notice

## How We use Your personal information

We will process any personal information we obtain in the course of providing our services to you in accordance with all relevant data protection legislation and in line with our own Data Protection Policy. We are committed to ensuring that your privacy is protected and that you know how your data is used and what your rights are.

Imperium Insurance management Ltd is the controller of your data for the purpose of the sale and administration of your contract of insurance and for the broking of any related finance arrangement. This means that we are the business that decides what your data is used for. If you have any questions about how we handle your data, you can contact our data protection representative at our registered address:

### Data Protection Representative

Office A17  
9 Nimrod Way  
Ferndown  
Dorset BH21 7UH

Alternatively, you can email us at [data.protection@imperiuminsurance.co.uk](mailto:data.protection@imperiuminsurance.co.uk)

### Your Insurers are:

HDI Global SE – UK  
10 Fenchurch Street,  
London,  
EC3M 3BE  
**Tel:** 0207-696-8099  
**Email:** [enquiries@uk.hdi.global](mailto:enquiries@uk.hdi.global)

HDI Global SE – UK is a branch of HDI Global SE (Registered Office: HDI-Platz 1, 30659 Hanover, Germany)

Inter Partner Assistance (IPA) whose address details are:

**Inter Partner Assistance,**  
The Quadrangle  
106-118 Station Road,  
Redhill, Surrey RH1 1PR.  
**Registered No:** FC008998.

**AmTrust Europe Ltd** whose address details are:

10th Floor Market Square House,  
St James's Street,  
Nottingham, NG1 6FG.  
**Registered No:** 1229676.

Arc Legal Assistance Ltd administer IPAs policies in the UK and Ireland and you can read Arc's privacy policy at <https://www.arclegal.co.uk/privacy-statement-and-cookies-policy.html>. You can also contact Arc's data protection officer at

### The Data Protection Officer

Arc Legal Assistance Ltd,  
The Gatehouse, Lodge Park,  
Lodge Lane,  
Colchester CO4 5NE

You can check this information on the Financial Services Register by visiting the FCA's website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on **0800 1116768**.

# Privacy Policy

We will process any personal information we obtain in the course of providing our services to you in accordance with all relevant data protection legislation and in line with our own Data Protection Policy. We are committed to ensuring that your privacy is protected and that you know how your data is used and what your rights are.

iFarm Underwriting is the controller of your data for the purpose of the sale and administration of your contract of insurance and for the broking of any related finance arrangement. This means that we are the business that decides what your data is used for. If you have any questions about how we handle your data, you can contact our data protection representative at our registered address:

### Data Protection Representative

Office A17  
9 Nimrod Way  
Ferndown  
Dorset BH21 7UH

Alternatively, you can email us at [data.protection@ifarmunderwriting.co.uk](mailto:data.protection@ifarmunderwriting.co.uk).

Aside from data collected pursuant to the activities outlined under the sub-heading 'Credit checks', any personal data we collect will come directly from you or your chosen representative. This may include your name, your address, your contact details, information relevant to your policy, and demographic information. At times and dependent upon the

nature of your policy, this may include data that the law classifies as being part of a special category, such as data relating to your health. It also includes all details you provide to us via telephone calls, all of which are recorded for quality, training and crime prevention purposes.

We only use your data for the purpose of providing you with an insurance policy and the services associated therewith, and potentially to provide you with marketing material in relation to products, services, and information that we believe you may find interesting.

Certain items of data we collect from you may form part of a statutory or contractual requirement that we need to meet in order to provide you with an insurance policy.

Data protection legislation requires us to have a lawful basis for processing your personal data. We rely on the following when arranging your contract of insurance and, where applicable, premium finance:

- Consent – where you have given us explicit consent to use your data for a specific purpose.
- Contract – where our use of your data is necessary for the entering into or fulfilment of your contract of insurance.
- Legitimate interests – where our use of your data is necessary for your legitimate interests.

Where your data is part of a special category, we will only process it on the basis that it is in the public interest to do so, under the legal exemption for insurance.

We will only hold your data for as long as we require it to fulfil the purpose for which it was collected. On this basis, we may hold your data for up to 40 years post-expiry of your cover – for example, where a product you have chosen includes any type of insurance where a claim could be made by you or a third party even after your contract with us has ended, such as liability insurance. After this period, your data is deleted.

In administering your insurance and, where applicable, arranging premium finance, it will be necessary for us to pass such information to insurers and other relevant product or service providers which may also provide us with business and compliance support. We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We may contact you or pass your details to other companies associated with us in order to promote products or services which may be of interest to you. We will not otherwise use or disclose the personal information we hold without your consent.

Your data will not be transferred outside of the United Kingdom except in the following circumstances:

- Where the nature of your insurance is outside of the United Kingdom and such a transfer is required for the performance of your insurance contract. If this is the case, you can request full details of any such transfer and of the safeguards we will implement to ensure its security. We only carry out such transfers in a secure manner with adequate technical protection.

- Where we contact you to promote products or services which may be of interest to you, we may do so via an emailing service that is based in the United States of America. Full details about the technical security in place can be provided upon request, but please be assured that the service provider has implemented protective measures to ensure its compliance with security standards on an international scale.

It is important to us that you are aware of the rights you have in relation to the personal data we hold about you. You can:

- Ask us to give you further information about the collection and use of your data.
- Ask us to give you access to your data.
- Ask us to rectify your data where you have identified that it is inaccurate.
- Ask us to erase your data.
- Ask us to move, copy or transfer your data.
- Ask us to stop or restrict use of your data.
- Object to our use of your data on the basis of legitimate interests and for direct marketing.
- Withdraw any consent you have previously given us.

You can exercise any of these rights by contacting our data protection representative as per the details above.

As well as contacting us, you have the right to lodge a complaint with our supervisory authority, the Information Commissioner's Office. You can do so by using their live chat facility at <https://ico.org.uk/concerns/> or by calling them on 0303 123 1113.

#### **Credit checks**

We and other firms involved in arranging your insurance (insurers, other intermediaries or premium finance companies) may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds. The relevant party will give full information of any such use of your data in their privacy policy and will obtain your consent where legally required. If you have any questions about this or any other matter, please do not hesitate to contact us using the details displayed above.

We place your insurance with Accelerant Agency (UK) Ltd who underwrite insurance business via delegated authority, granted to it by HDI Global SE. A copy of Accelerant's Privacy Policy is available upon request.



Office A17  
9 Nimrod Way, Ferndown  
Dorset, BH21 7U  
T 020 3818 8061

[www.ifarmunderwriting.co.uk](http://www.ifarmunderwriting.co.uk)