

farm and estate policy



your policy wording

BiB Underwriters Farm and Estates Policy

Introducing BIBU

BiB Underwriters Limited has been providing bespoke insurance solutions for rural businesses for over 20 years and has developed considerable expertise in the underwriting of farms and estates.

BIBU understands the specific demands and needs of the farm and estate owner and prides itself in providing a prompt and efficient service to all of its customers.

Contents

Your Policy	Page 2
General Definitions	Page 3
General Conditions	Page 5
General Exclusions	Page 9
Section 1 Private House Buildings, Contents and Personal All Risks	Page 11
Section 2 Material Damage	Page 21
Section 3 Business Interruption	Page 31
Section 4 Employers Liability	Page 40
Section 5 Public and Product Liability	Page 43
Section 6 Money	Page 51
Section 7 Selected All Risks	Page 53
Section 8 Personal Accident and Sickness	Page 54
Section 9 Goods in Transit	Page 58
Section 10 Legal Expenses	Page 60
Section 11 Contractors All Risks Single Contract	Page 67
Section 12 Terrorism	Page 71
Section 13 Computers	Page 73
Making Yourself Heard	Page 80

FARM AND ESTATE COMBINED

Your Policy Terms and Conditions

In consideration of the payment of the premium **We** shall provide insurance against loss destruction damage or liability for injury or damage occurring at any time during the **Period of Insurance** (or any subsequent period for which **We** accept a renewal premium) in accordance with the Sections of the Policy shown as operative in the Schedule subject to the exclusions memoranda and conditions of the Policy.

This Policy is underwritten by Royal and Sun Alliance plc

The Policy, Schedule, Specification and Endorsements should be read together as one contract and the **Proposal/ Statement of Fact** made by **You** is the basis of the contract.

Important

We recommend that **You** read this Policy in conjunction with **Your** Schedule to ensure that it meets with **Your** requirements. Should **You** have any queries, please contact **Us** or **Your** Insurance Adviser. **Your** attention is drawn to the Complaints Procedure on page 80.

The law applicable to this Policy

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

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

General Definitions

The following words will have the same meanings wherever they appear in the Policy or Schedule. Each section may contain additional definitions which apply throughout that section.

Royal and Sun Alliance Insurance/We/Our/Us (other than Section 10 Legal Expenses of this Policy)

Royal and Sun Alliance plc

BIBU

BIB Underwriters Limited

Asbestos

Crocidolite, amosite, chrysolite, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

Asbestos Dust

Fibres or particles of **Asbestos**

Asbestos Containing Minerals

Any material containing **Asbestos** or **Asbestos Dust**

Business

The business stated in the Schedule conducted by **You** at or from **Premises** in the **Territorial Limits** including

- a) the provision and management of canteen, sports, social or welfare organisations for the benefit of **Employees** and fire, security, first aid, medical and ambulance services
- b) private work undertaken with **Your** prior consent by **Your Employees** for any of **Your** directors or senior officials
- c) the ownership, maintenance and repair of **Premises** within such territories

Data

Information represented or stored electronically including but not limited to code or series of instructions, operating **Systems**, software programs and firmware

Employee

- a) any person under a contract of service or apprenticeship with **You**
 - b) any person who is hired to or borrowed by **You**
 - c) any person engaged in connection with a work experience or training scheme
 - d) any labour master or person supplied by him
 - e) any person engaged by labour only sub-contractors
 - f) any self-employed person working on a labour only basis under the control or supervision of **You**
 - g) any voluntary helper
- while working for **You** in connection with the **Business**

Failure of a System

The complete or partial failure or inability whether in terms of availability, functionality and/or performance or otherwise of a **System** whether or not owned by **You** to operate at any time as desired as specified or as required in the circumstances of the **Your Business**

Microchip

A unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers

Money

Cash bank and currency notes, cheques, postal orders, money orders, crossed bankers drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, credit card company sales vouchers, credit card counterfoils, travellers cheques, travel tickets, VAT purchase receipts, contents of franking machines and in so far as they are not otherwise insured holiday-with-pay stamps, premium savings bonds and luncheon vouchers.

Offshore

from the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform

Period of Insurance

As specified in the Schedule

Plan References

Plan references (if any) refer to plans and reports of the **Premises** lodged with **Us**

Premises

The situation shown in the Schedule

Principal

Any person, company, firm or public authority with whom **You** have entered into a contract for work or services

Proposal

The Proposal Form/Statement of Fact **You** have completed and any other information given to **Us** by **You** or on **Your** behalf

System

Computers, other computing and electronic equipment linked to computer hardware, electronic **Data**, processing equipment, **Microchips** and anything which relies on a **Microchip** for any part of its operation and includes for the avoidance of doubt any computer installation

Territorial Limits (not applicable to sections 4, 5 & 9 of this Policy)

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

Terrorism

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

You/Your(s)

The person(s) or company named in the Schedule

Virus

Programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a **System** transmitted between **Systems** by transfer between computer **Systems** via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

General Conditions

Applicable to all Sections of Your Policy unless otherwise stated

1. Policy Voidable

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

2. Alteration

This Policy shall be voided with respect to any item that has been altered after the commencement of this insurance where this has

- a) been by removal
- b) resulted in an increased risk of loss destruction or damage
- c) resulted in **Your** interest in this Policy ceasing except by will or operation of law unless admitted by **Us** in writing

3. Notice of Claims

Claims – Insured's Duties

On the happening of any event which may give rise to a claim **You** shall

a) General – Applicable to all Sections with the exception of claims under Section 10

- i. notify **BIBU** without undue delay
- ii. take all practicable steps to recover property lost and otherwise minimise the claim
- iii. inform the Police immediately if the loss or damage has been caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances
- iv. give all information and assistance **We** may require
- v. not make or allow to be made on **Your** behalf any admission offer promise payment of indemnity without **Our** written consent

b) Applicable to Sections 1, 2, 6, 7, 9, 11, 12 and 13

within 30 days or such further time as **We** may allow in writing deliver to **Us** a written claim providing at **Your** own expense all details, proofs and information regarding the cause and amount of loss, destruction or damage as **We** may reasonably require together with details of any other insurances on any property insured by this Policy and (if demanded) a statutory declaration of the truth of the claim and or any related matters

c) Applicable to Section 3

within 30 days after the expiry of the **Indemnity Period** or within such further time as **We** may in writing allow at **Your** own expense deliver to **Us** a statement setting out particulars of the claim together with details of all other insurance covering any part of the damage or resulting loss of **Gross Revenue** or **Gross Profit**. **You** shall at **Your** own expense also provide **Us** with such books of account and other **Business** books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by **Us** for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claims and any related matter. No claim under this Section shall be payable unless the terms of these conditions have been complied with and in the event of non compliance any payment on account of the claim already made shall be repaid to **Us** without undue delay.

d) Applicable to Sections 4 & 5

- i. Without undue delay forward to **Us** every letter, claim, writ and summons upon receipt without acknowledgement
- ii. Without undue delay advise **Us** in writing when they have knowledge of any pending prosecution inquest Fatal Accident or Ministry Inquiry

e) Applicable to Section 8

- i. Every notice or communication required by this Section to be given to **Us** shall be submitted to **Us**, without undue delay but in any case within three months of the event giving rise to the **Injury** or of the commencement of the **Sickness or Disease**
- ii. All certificates, information and evidence required by **Us** shall be provided at **Your** expense and shall be in such form and of such nature as **We** may prescribe. The **Insured Person** as often as required shall submit to medical examination at their own expense in respect of any alleged **Injury Sickness or Disease**.

We shall in case of death of the **Insured Person** be entitled to have a post mortem examination at **Our** own expense. No assignee of the Section shall be entitled to any benefit under this section except in the case of a claim for death arising under the appropriate item on **Your** Schedule.

f) Applicable to Section 10

Please refer to page 60 of this Policy booklet

4. Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by **You** or by anyone acting on **Your** behalf to obtain any benefit under this Policy or if any loss, destruction or damage is caused by the wilful act or with the connivance of **You** all benefit under this Policy shall be forfeited

5. Reinstatement

If any property is to be reinstated or replaced by **Us**, **You** shall at **Your** own expense provide all such plans, documents, books and information as may reasonably be required. **We** shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than its sum insured.

6. Reasonable Precautions

You shall take all reasonable precautions to prevent loss, destruction or damage of **Your** insured property

7. Premium Adjustment

If any part of the premium has been calculated on estimates, **You** shall within one month from the expiry of each **Period of Insurance** furnish such particulars and information as **We** may require and shall at **Our** request provide an auditors certificate in support of the particulars and information provided. The premium for such period shall then be adjusted. Should **You** fail to supply such particulars, **We** shall be entitled to charge a reasonable additional premium in respect of that **Period of Insurance**.

8. Contribution

If at the time of any loss, destruction, damage or liability arising under this Policy there shall be any other insurance covering such loss, destruction, damage or liability or any part thereof **We** shall not be liable for more than **Our** proportional share thereof

9. Average

(Only applicable where claims not paid under the terms of the Reinstatement Clause or where superseded by a Special Condition of Average)

If at the time of any loss, destruction or damage the value of the Property Insured under any item is greater than its Sum Insured **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly

10. Exercising Your rights on Your behalf

Any claimant under this Policy 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**

11. Proceedings

You shall not, except at **Your** own cost, negotiate pay settle admit or repudiate any claim without **Our** written consent. **We** shall be entitled to undertake in **Your** name and on **Your** behalf the absolute conduct and control of any proceedings and any settlement of the same. **You** shall render to **Us** all necessary information and assistance to enable **Us** to settle or resist any claim or to institute proceedings.

12. Arbitration (not applicable to section 1 of this Policy)

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

13. 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. **You** shall be entitled to the return of a proportionate part of the premium paid in respect of the unexpired term of this 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 but are yet to be reported to **Us** during the current **Period of Insurance**

This termination will be without prejudice to any rights or claims of **You** or **Us** prior to the expiration of such notice. 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 or to BIB Underwriters Ltd at the address shown on **Your** Policy schedule. 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 but are yet to be reported to **Us** 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.

14. Your Requirements

It is a requirement under this Policy that

- a) the terms and conditions of the Policy so far as they relate to anything to be done or complied with by **You** are duly and faithfully observed and fulfilled by **You** and by any other person who may be entitled to be paid under this Policy
- b) the statements made and the answers given in the **Proposal** herein before referred to are true and complete to the best of **Your** knowledge and belief

15. 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. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

16. Reinstatement of Sum Insured after Loss Clause (not applicable to section 4, 5, 8 & 10 of this Policy)

In the event of loss, destruction or damage the sum insured will be automatically reinstated from the date of the loss unless written notice is given to the contrary either by **Us** or by **You** and **You** undertake to pay such necessary premiums as may be required for such reinstatement from that date

17. Exercising Your rights on Your behalf Waiver Clause (not applicable to sections 4, 5, 10 & 12 of this Policy)

In the event of a claim **We** agree to waive any rights remedies or relief to which **We** might have become entitled by exercising **Your** rights on **Your** behalf against

- a) any company standing in relation of Parent to Subsidiary (Subsidiary to Parent) to **You** as defined in the Companies Act or the Companies (N.I.) Order as appropriate at the time of the loss, destruction or damage
- b) any company which is a subsidiary of a Parent Company of which **You** are yourselves a Subsidiary in each case within the meaning of the Companies Act or the Companies (N.I.) Order as appropriate at the time of the loss, destruction or damage

18. Instalments Clause

If the premium on this Policy is payable by BIB Underwriters Ltd instalment plan and **You** do not pay each instalment on the due date all cover under the Policy is cancelled automatically from the date such instalment was due or where statute requires the giving of prior notice the day following the expiry of such notice provided that the premium on this Policy is payable by BIB Underwriters Ltd instalment plan and the default occurs during the current **Period of Insurance**

19. Designation Clause

For the purpose of determining where necessary the heading under which any property is insured **We** agree to accept the designation under which such property has been entered in **Your** books

20. Temporary Cover

The first premium has been calculated to take into account the cost of temporary cover (in accordance with particulars lodged with **Us**) pending issue of this Policy

21. Payments on Account (not applicable to sections 4, 5 & 10 of this Policy)

In the event of loss, destruction or damage **We** will make monthly payments on account to **You** if desired

General Exclusions

Applicable to all sections of Your Policy unless otherwise stated

1. War and Nuclear Risks (not applicable to Section 4 of this Policy)

We do not cover any expense legal liability or loss, destruction or damage to property directly or indirectly caused by or arising from or contributed to by

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from 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
- c) war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

2. Pressure Waves

We do not cover loss, destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

3. Diminution of Value

We do not cover diminution of market value beyond the cost of repair or replacement

4. Electronic Risks Exclusion Property Clause (not applicable to sections 3, 4, 5, 6, 8, 9, 10 & 12 of this Policy)

We will not pay for

- (A) loss, destruction or damage to **Data** which shall include but shall not be limited to
 - 1) loss, destruction or damage to or corruption of **Data** whether in whole or in part
 - 2) unauthorised appropriation of use of access to or modification of **Data**
 - 3) unauthorised transmission of **Data** to any third parties
 - 4) loss, destruction or damage arising out of any misinterpretation use or misuse of **Data**
 - 5) loss, destruction or damage arising out of any operator error in respect of **Data**
- (B) loss, destruction or damage to the Property Insured or **Money** (if insured) arising directly or indirectly from
 - 1) the transmission or impact of any **Virus**
 - 2) unauthorised access to a **System**
 - 3) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - 4) **Failure of a System**
 - 5) anything described in (A) above

but in respect of (B)1) (B)2) (B)3) and (B)4) this shall not exclude subsequent loss, destruction or damage which itself results from any of the perils insured provided that such loss, destruction or damage does not arise by reason of any malicious act or omission

5. Terrorism Exclusion (including Residential property not insured in the name of a Private Individual)

This insurance does not cover loss, destruction or damage or loss resulting from loss, destruction or damage occasioned by or happening through or in consequence directly or indirectly of

- a) **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- b) in Northern Ireland civil commotion

This Policy also excludes loss, destruction or damage or loss resulting from loss, destruction or damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling, preventing, suppressing or in any way relating to an act of **Terrorism**

In any action, suit or other proceedings where **We** allege that by reason of this exclusion any loss, destruction or damage or loss resulting from loss, destruction or damage is not covered by this Policy the burden of proving that such loss, destruction or damage is covered shall be upon **You**

Terrorism Exclusion – Residential Property insured in the name of a Private Individual

In respect of houses and blocks of flats and other dwellings (including household contents and personal effects of every description) insured in the name of a **Private Individual** the following exclusion is applicable

Terrorism – Chemical Biological and Radiological Contamination Exclusion

This policy does not cover any loss damage liability cost or expense of any kind directly or indirectly caused by resulting from or in connection with any act of terrorism

For the purposes of this exclusion terrorism means the use or threat of use of biological chemical and/or nuclear force or contamination by any person(s) 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(s) or put any section of the public in fear

This policy does not cover any loss whatsoever or any expenditure resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations or contamination by radioactivity or from the combustion of any radioactive material
- b) chemical and/or biological and/or radiological irritants contaminations or pollutants

Definitions

Residential Property - Houses and blocks of flats and other dwellings (including household contents and personal effects of every description) insured in the name of a **Private Individual**

Private Individual -

Any person other than

- a) a Trustee or body of Trustees where insurance is arranged under the terms of a trust
- b) a person who owns **Residential Property** for the purpose of their business as a sole trader

The definition of **Private Individual** shall include two or more persons where insurance is arranged in their several names and/or the title of the Insured includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the Property Insured

SECTION 1 – PRIVATE HOUSE BUILDINGS CONTENTS AND PERSONAL ALL RISKS

Only applicable if this Section is shown as operative in the Schedule

Definitions applicable to Section 1

Wherever the following words and phrases appear in this Section they will always have these meanings

Building(s) - The structure of the **Home** including landlords fixtures and fittings and the following if they form part of the property - oil and gas tanks, cesspits, permanent swimming pools, tennis hard courts, walls, gates, fences, hedges, terraces, patios, drives, paths, car ports, garages, **Outbuildings** and **Caravans**

Caravans - Static caravans, Touring caravans and Mobile Homes

Outbuilding(s) - **Buildings** which do not form part of the structure of the main building of the **Home** and are used or occupied for domestic purposes

Credit Cards - Bank charge, cheque, credit, debit and cash cards

Damage - Loss, destruction of or damage to the property insured by a Peril Insured or under Part C if not otherwise excluded under this Policy

Domestic Staff - Any person employed by **You** to carry out domestic duties in connection with the ownership or occupation of the **Home**, but not any **Home** that is let or sub let.

Family - **Your** husband, wife, civil partner, children and any other person all permanently living with **You**

Home - The private residence shown in the Schedule including its garages and **Outbuildings** if they form part of the property

Household Contents - Contents of the **Home** which belong to **You** or **Your Family** provided that they are used predominantly for private purposes or in connection with the accommodation of paying guests

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 using in connection with the **Business**

Personal Effects - Clothes and articles of a strictly personal nature likely to be worn used or carried and also portable radios, portable TVs, sports equipment and pedal cycles excluding **Valuables** or **Money**

Personal Possessions - **Personal Effects Valuables** and **Money**

Sum Insured - The amount of cover which represents:

In respect of Part A (Buildings) – the full cost of rebuilding the **Building** in the same form style and condition as new plus a reasonable amount for architects, surveyors and legal fees, debris removal costs and other costs to comply with government or local authority requirements

In respect of **Caravans** the market value of the property insured

In respect of Parts B (Contents) & C (Personal Possessions) – the full cost of replacement as new, other than clothes, furs and household linen where it shall be the current cost less an appropriate allowance for wear and tear

Unoccupied - Not having been lived in for more than 60 consecutive days or occupied by squatters or without sufficient furniture and furnishings for normal living purposes for more than 60 consecutive days

Valuables - Precious metals, precious stones or articles comprising of jewellery, watches, furs, photographic equipment, curios and works of art, stamp, coin or medal collections and antiques other than antique furniture

We will pay You

in the event of **Damage** the value of the property at the time of the **Damage** or the amount of **Damage** or at **Our** option reinstate or replace such property or any part of it

Provided that **Our** liability shall not exceed in the whole the total **Sum Insured** or limit of liability or in respect of any item its **Sum Insured** at the time of **Damage** adjusted in accordance with the Inflation Protection Clause if applicable

Part A (Buildings)

Buildings of the Home

Caravan if shown in **Your** schedule

Part B (Contents)

- a) **Household Contents** including motorised garden implements the property of **You Your Family** and **Domestic Staff**
- b) Radio and Television aerials including external satellite receiving equipment securely fixed to the building of the **Home**
- c) **Personal Effects**
- d) **Valuables** - A limit of one third of the **Sum Insured** under Part B (Contents) applies. Within this limit the maximum **We** will pay for any one **Valuable** is 5% of the **Sum Insured** under Part B (Contents) (unless otherwise stated in **Your** Schedule)
- e) Deeds and other personal documents, limit any one document £1000 and £2,500 any one claim
- f) **Money** – limit £1,000 any one claim
- g) **Credit cards** - limit £10,000 any one claim
- h) **Personal Effects** of **Domestic Staff** – limit 10% of the **Sum Insured**
- i) **Personal Effects** of visitors – limit £500 any one claim

Whilst

- i) In the **Home**
- ii) In the open within the boundary of **Your Home** – limit £1000 any one claim excluding **Damage** to **Valuables** or **Money**

Excluding

- a) Any aircraft, boat, **Caravan**, motor car, motorcycle or other motor vehicle, trailer or accessories in them or attached to them unless stated on **Your** Schedule
- b) Certificates of bond stock loan bills of exchange and promissory notes
- c) Animals
- d) Landlords fixtures and fittings
- e) Any part of the structure, ceiling or decorations
- f) Theft from motor vehicles
- g) Loss by deception unless it is entry to the **Home** which is gained by deception

Part C (Personal Possessions)

- a) Luggage, **Personal Effects** and sporting guns
- b) Pedal cycles
- c) **Valuables**
- d) Personal **Money**
- e) Financial loss due to the fraudulent use of a **Credit Card** after the card has been stolen or lost

Whilst

- i) In the **Territorial Limits**
- ii) Elsewhere in the world up to a total of 60 days in any one **Period of Insurance**

Basis of cover and Limits of Liability in respect of any one claim

- a) **Money** – limit £1,000
- b) **Credit cards** – limit £10,000
- c) All other **Valuables** – the **Sum Insured** stated in the Schedule
- d) Pedal cycles - up to a limit of £750 per cycle unless otherwise stated in **Your** Schedule

Excluding

- a) Documents securities contents of the **Home** contact or corneal lenses
- b) Animals
- c) Any aircraft boat **Caravan** motorcycle or other motor vehicle trailer or accessories in them or attached to them
- d) Squash racquets whilst in play
- e) **Damage** to a pedal cycle whilst it is being used for racing, pacemaking taking part in speed or reliability trials or while practising for any of them
- f) Theft of any unattended pedal cycle unless situated within the boundary of the **Home** or whilst in a locked building or secured by a suitable locking device to a permanent structure
- g) Theft of pedal cycle accessories unless the pedal cycle is stolen at the same time
- h) Theft from unattended motor vehicles unless the vehicle has all points of access securely locked
- i) Unauthorised use of **Credit Cards** by anyone related to **You**
- j) Loss caused by depreciation
- k) Tents, groundsheets and other equipment used solely for camping

Part D Legal liabilities**1. Liability to Domestic Staff – only applicable if Part B (Contents) is insured**

All sums that **You** or **Your Family** become legally liable to pay as damages (including claimant's costs and expenses) for death, bodily injury or illness to **Domestic Staff** arising out of their employment within the **Territorial Limits**, but not **You** or **Your Family's** legal liability to pay damages or costs arising from bodily injury (including death) sustained by any **Domestic Staff**

- a) carried in or upon a vehicle or
- b) entering or getting on to or alighting from a vehicle where such bodily injury or illness (including death) is caused by or arises out of the use by **You** or **Your Family** of a vehicle

For the purpose of this cover the expressions 'vehicle' and 'use' have the same meaning as in the Road Traffic Act 1988 or similar or subsequent legislation

The most **We** will pay for claims for one accident or series of accidents arising from one cause is £10,000,000 in addition to legal fees, costs and expenses incurred by **You** with **Our** written consent

2. Liability to the Public – only applicable if Part B (Contents) is insured

All sums that **You** or **Your Family** become legally liable to pay as damages (including claimant's costs and expenses) occurring in respect of accidental:

- a) death, bodily injury or illness of any person not an **Employee** of either **You** or **Your Family**
- b) loss, destruction or damage to property not belonging to or in the custody or control of **You** or **Your Family** or **Domestic Staff** and arising from:
 - i) the occupation of the **Home** (but not its ownership) or
 - ii) the private pursuits of **You** or **Your Family** or
 - iii) the employment by **You** or **Your Family** of **Domestic Staff**

but not for legal liability to pay damages or costs arising from:

- a) The **Business** noted in the Schedule or any other business, trade, profession or employment other than the accommodation paying guests
- b) the transmission of any communicable disease or virus
- c) the ownership, possession or use of any mechanically propelled vehicle (which includes motor cycles, children's motor cycles, children's motor cars, quad bikes and children's quad bikes) but **We** will cover liability arising from the ownership, possession or use of domestic lawn mowers, garden implements, wheelchairs and models
- d) the ownership, possession or use of watercraft (which includes sailboards and windsurfers), aircraft, **Caravans** and trailers but **We** will cover liability arising from the ownership, possession or use of models, toys, any hand or foot propelled watercraft under 5 metres in length and surfboards
- e) the ownership, possession or use of an animal of a dangerous species or specially controlled dog (as defined in the Animals Act 1971 or any similar legislation (including subsequent legislation) of similar intent if applicable)
- f) any action for damages brought in a court outside the **Territorial Limits**

We will not pay more than £5,000,000 for any one claim or series of claims arising from any one event or one source or original cause

In addition **We** will pay all other costs and expenses incurred with **Our** written consent in respect of any claim which **We** have accepted liability under this extension

3. Unrecovered Damages – only applicable if Part B(Contents) is insured

The amount of any award of damages made in **You** or **Your Family's** favour which:

- a) is in respect of death, bodily injury or illness or loss destruction or damage to property of such nature that **You** or **Your Family** would have been entitled to payment under the Liability to the Public Extension had **You** or **Your Family** been responsible for the injury or loss destruction or damage and
- b) is made by a court within the **Territorial Limits** and
 - i) is still outstanding six months after the date on which it is made and
 - ii) is not the subject of an appeal

We will not pay more than £1,000,000 in respect of any one award

4. Tenant's Liability – only applicable if Part B (Contents) is insured and the Home is rented

All sums that **You** or **Your Family** become legally liable to pay as tenant of the **Home** in respect of

- a) **Damage** to the **Buildings** by any cause specified under Perils Insured of this Policy
- b) accidental damage to cables drain inspection covers or underground drains pipes or tanks providing a service to or from the **Home**
- c) accidental breakage of
 - i) fixed glass in windows doors fanlights skylights greenhouses conservatories verandas
 - ii) fixed ceramic hobs or hob covers
 - iii) fixed sanitaryware and bathroom fittings

but not for loss destruction or damage to gates hedges or fences

We will not pay more than 20% of the **Sum Insured** for property insured under Part B (Contents) for any claim or series of claims arising from any one event or one source or original cause

5. Defective Premises Act – only applicable if Part A (Buildings) is insured

All sums that **You** become legally liable for under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975. This means that **We** insure **You** as owners of any **Home** which **You** occupied at the time of sale or disposal for any accident in and around that residence if the accident causes accidental bodily injury including death, disease and illness to any person or accidental damage to material property provided that

- a) at the time of the incident giving rise to the liability **You** have sold the **Home** but **We** will not pay for **Damage** to the **Premises** disposed of
- b) no other policy covers the liability

The most **We** will pay for claims for one accident or series of accidents arising from one cause is £5,000,000 plus other costs incurred with **Our** written consent

6. Property Owners Liability – only applicable if Part A is insured

All sums **You** become legally liable to pay as damages and claimants costs and expenses arising out of

- a) accidental bodily injury including death, disease and illness to any person
- or

- b) accidental damage to material property

occurring during the **Period of Insurance** and arising in connection with **Your** ownership of the **Home**

We will not pay for

- i) Injury to a member of **Your Family** or to anyone in **Your** employ as **Domestic Staff** or to repair or decorate the **Home**
- ii) loss, destruction or damage to property which is owned, leased, let, rented, hired, lent or entrusted to **You** or to a member of **Your Family**
- iii) Injury, loss, destruction or damage arising from any business, trade or profession other than owning the **Home** and the accommodation of paying guests
- iv) Injury, loss, destruction or damage arising from the possession or use of motorised garden implements
- v) Injury, loss, destruction or damage arising from any agreement unless **You** would have been liable had the agreement not been made
- vi) Injury, loss, destruction or damage arising from any private residence previously owned or occupied by **You**
- vii) Action for damages brought in a court outside the **Territorial Limits**

We will not pay more than £5,000,000 for any one claim or series of claims arising from any one event or one source or original cause

In addition **We** will pay all other costs and expenses incurred with **Our** written consent in respect of any claim which

We have accepted liability under this extension

Perils Insured applicable to Section 1

“Standard” cover in the Schedule means that you are covered for Perils 1, 2, 3, 4, 5, 7, 8, 9, 10 & 11.

“Super” cover in the Schedule means that you are covered for Perils 1, 2, 3, 4, 5, 7, 8, 9, 10, 11 & 12 (only applicable if shown as operative on Your Schedule)

Loss, destruction or damage to the Property Insured caused by

1. Fire, smoke, explosion, lightning, subterranean fire, earthquake or impact by aircraft or other aerial devices or anything dropped from them but not the excess amount stated on **Your** Schedule
2. Riot, civil commotion, labour and political disturbances and strikes but not the excess amount stated on **Your** Schedule
3. Malicious damage but not
 - a) loss, destruction or damage by a person lawfully in the **Home**
 - b) loss, destruction or damage occurring when the **Home** is **Unoccupied**
 - c) the excess amount stated on **Your** Schedule
4. Impact by
 - a) vehicles
 - b) trains
 - c) animals but not loss, destruction or damage caused by domestic pets
 - d) falling trees or branches
 - e) falling aerials or masts
 - f) falling television satellite dishes
 but not the excess amount stated on **Your** Schedule
5. Storm or flood but not
 - a) loss, destruction or damage by frost
 - b) loss, destruction or damage to gates, fences and hedges
 - c) the excess amount stated on **Your** Schedule
6. Storm but not
 - a) loss, destruction or damage by
 - i) the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam
 - ii) inundation from the sea
 whether resulting from storm or otherwise
 - b) loss, destruction or damage by frost
 - c) loss, destruction or damage to gates, fences and hedges
 - d) the excess amount stated on **Your** Schedule
7. Subsidence or heave of the site on which the **Home** stands or landslip but not
 - a) the excess amount stated on **Your** Schedule
 - b) loss, destruction or damage to outdoor swimming pools, tennis courts, paved terraces, walls, gates, fences, patios, paths and drives unless the main building of the **Home** is damaged at the same time from the same cause
 - c) loss, destruction or damage to solid floor slabs or loss, destruction or damage resulting from their movement unless the foundations beneath the outside walls of the main building of the **Home** are damaged at the same time by the same cause
 - d) loss, destruction or damage to the **Buildings** or any part of them resulting from
 - i) construction, structural alteration, repair or demolition
 - ii) groundworks or excavation
 - e) loss, destruction or damage caused by or resulting from faulty workmanship or design or the use of faulty materials
 - f) loss, destruction or damage caused by coastal or river erosion
 - g) loss, destruction or damage caused by
 - i) normal settlement or bedding down of new structures
 - ii) the settlement of made up ground or of materials brought to the site

8. Bursting or leaking of water apparatus and the escape of water from or the freezing of any fixed domestic water or heating installation but not
 - a) loss, destruction or damage caused by wet or dry rot, rust, corrosion or other wear tear or deterioration
 - b) loss, destruction or damage occurring when the **Home** is **Unoccupied**
 - c) the excess amount stated on **Your** Schedule
9. Loss, destruction or damage to any fixed domestic water or heating installation caused by its own forcible and violent bursting but not
 - a) loss, destruction or damage caused by wet or dry rot, rust, corrosion or other wear tear or deterioration
 - b) loss, destruction or damage occurring when the **Home** is **Unoccupied**
 - c) the excess amount stated on **Your** Schedule
10. Theft or attempted theft but not
 - a) loss, destruction or damage when the main building of the **Home** is **Unoccupied**
 - b) loss, destruction or damage unless forcible and/or violent entry has been made if any part of the **Home** has been lent or let
 - c) the excess amount stated on **Your** Schedule
11. Escape of oil from any fixed domestic oil heating installation but not
 - a) loss, destruction or damage when the main building of the **Home** is **Unoccupied**
 - b) the excess amount stated on **Your** Schedule
12. Any other accidental loss or damage but not
 - a) by mechanical or electrical breakdown or failure
 - b) arising from the cost of remaking any film, disc or tape or the value of the information contained on it
 - c) caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing
 - d) by chewing, scratching, tearing or fouling by domestic pets
 - e) by wear and tear or deterioration
 - f) by rot, fungus, insects or vermin
 - g) by the action of light or any atmospheric or climatic condition
 - h) by any gradually operating cause
 - i) to contact lenses
 - j) to food, drink or plants
 - k) to computers or computer equipment by erasure or distortion of **Data**, by accidental erasure or mislaying or misfiling of documents or records, by **Virus** or by contamination
 - l) arising from depreciation in value or any other loss
 - m) when the main building of the **Home** is **Unoccupied**
 - n) the excess amount stated on **Your** Schedule
 - o) anything excluded under Perils Insured 1-11 and Extensions

Note: If more than one **Building** is insured by this Section any exclusion or limitation applies separately to each **Building**

Extensions applicable to Section 1 and only applicable to the Part insured as specified on Your schedule

We will pay for

1. Additional Expenses – only applicable if Part A is insured

Necessary expenses for rebuilding or repairing the **Home** as a result of **Damage** insured by this Section namely

- a) architects, surveyors and legal fees
- b) the cost of clearing debris from the site or demolishing or shoring up the **Home**
- c) other costs to comply with government local authority requirements or European Community requirements

2. Pipes Cables and Drains – only applicable if Part A is insured

The cost of repairing accidental damage to cables, underground pipes and drains (and their inspection covers) serving the **Home** but not

- a) loss, destruction or damage which **You** are not legally responsible to repair
- b) loss, destruction or damage caused by rust corrosion or other wear and tear

3. Accidental Damage to Home Entertainment Equipment – only applicable if Part B is insured

Accidental Damage to television sets and their aerials, cable satellite digital TV receivers, television games machines, video recorders, DVD players, audio equipment, personal computers but **We** will not cover

- a) video cameras and camcorders whilst away from the **Home**
- b) loss, destruction or damage when the main building of the **Home** is **Unoccupied**
- c) loss, destruction or damage caused by wear and tear or depreciation
- d) loss, destruction or damage to cartridges, cassettes, discs or tapes
- e) loss, destruction or damage arising from light or atmospheric or climatic conditions
- f) loss, destruction or damage arising from any process of restoring, adjusting, maintaining or repairing
- g) breakdown
- h) confiscation or detention

4. Breakage or collapse of satellite dishes, TV or radio aerials, aerial fittings, alarms or masts, lampposts, telegraph poles, electricity pylons or poles or overhead cables serving the Home – applicable to Parts A and B

But **We** will not cover loss, destruction or damage to the items themselves

Cover for items in or on the **Home** may be covered – see Extension 3 above.

5. Breakage of Glass and Sanitary Fixtures – only applicable if Part A is insured

The cost of repairing accidental breakage of fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories, verandas or fixed ceramic hobs or hob covers or fixed sanitary ware and bathroom fittings in the **Home** but not

- a) loss, destruction or damage which is not accidental and unforeseen
- b) loss, destruction or damage when the **Home** is **Unoccupied**

6. Breakage of mirrors and glass – only applicable if Part B is insured

The cost of repairing accidental breakage of mirrors or fixed glass, glass tops of furniture, ceramic hobs and ceramic tops of cookers, glass oven doors but not

- a) loss, destruction or damage which is not accidental or unforeseen
- b) loss, destruction or damage when the **Home** is **Unoccupied**
- c) loss, destruction or damage to **Your** contents while they are not in the **Home**

7. Loss of Rent and Alternative Accommodation Expenses

The cost of

- a) rent (including ground rent and management charges) **You** are legally liable to pay or to have received but have lost for up to two years
- b) reasonable alternative accommodation and temporary storage of **Your** furniture
- c) reasonable accommodation in kennels or catteries for **Your** dogs and cats
 - while
 - i) the **Home** is unfit to live in or
 - ii) access to the **Home** is denied

as a result of **Damage** insured by this Section but not any amount in excess of 20% of the **Sum Insured**

8. Loss of Oil – only applicable if Part B is insured

Accidental loss of oil for an amount not exceeding £2,500 in any one **Period of Insurance** but not when the **Home** is **Unoccupied**

9. Loss of Metered Water – only applicable if Part B is insured

Accidental loss of metered water for an amount not exceeding £2,500 in any one **Period of Insurance** but not

- a) any loss from irrigation pipes
- b) when the **Home** is **Unoccupied**

10. Locks and Keys

Following theft of or accidental loss of keys the cost of replacing keys and locks or lock mechanisms to:

- a) external doors and windows of the **Home**
 - b) a safe within or an alarm protecting the **Home** following the theft or loss of the keys
- for an amount not exceeding £1,000 any one claim

11. Domestic Freezer and Refrigerator Contents – only applicable if Part B is insured

Loss, destruction or damage to food in the cold chamber or any refrigerator or deep freeze cabinet which is made unfit for human consumption by a change in temperature or contamination by refrigerant fumes

The refrigerator or deep freeze cabinet must be

- a) in the **Home**
- b) owned by **You** or **Your Family**

excluding loss, destruction or damage resulting from

- i) the deliberate act of **You** or **Your Family** or any electricity supplier
- ii) strike lock-out or industrial dispute
- iii) property more specifically insured by any other insurance

12. Accidental Damage to Contents by Removal Contractors – only applicable if Part B is insured

Accidental loss, destruction or damage to **Household Contents** up to the **Sum Insured** by Part B (Contents) whilst being removed by professional contractors from the **Home** to **Your** future address but excluding

- a) the first £50 of each and every loss
- b) property in storage and while in transit to and from storage for a period in excess of 5 days
- c) breakage of brittle and fragile items

13. Automatic Increase in Sum Insured for Gifts and Provisions – only applicable if Part B is insured

The **Sum Insured** by Part B (Contents) is automatically increased for gifts and provisions

- a) during the months of November and December
- b) during the period 30 days before and 30 days after **Your** or a member of **Your Family's** wedding or civil partnership day

Up to a limit of 10% of the **Sum Insured** for Part B

14. Trace and Access – only applicable if Part A is insured

The reasonable costs necessarily incurred by **You** in locating the source and subsequent making good of loss, destruction or damage resulting from

- a) the escape of water from any tank, apparatus or pipe
- b) accidental damage to cables, underground pipes and drains serving the Property Insured
- c) escape of oil from a fixed oil fired heating installation

Provided that the maximum amount payable under this Extension in any one **Period of Insurance** shall not exceed £5,000 in respect of any one **Building**

15. Additional Persons Insured

Any valid claim made by **Your** legal personal representatives in the event of **Your** death

16. Temporary Removal Extension – only applicable if Part B is insured

We will pay for loss, destruction or damage to property caused by Perils 1-11 anywhere else in the **Territorial Limits** when temporarily removed from **Your Home** excluding

- a) anything removed for sale or exhibition or to a furniture depository
- b) by theft unless it involves forcible and violent entry to or exit from a building
- c) from a **Caravan**, mobile home or motor home

17. Personal Accident

£10,000 for accidental injury resulting in death within the **Territorial Limits** of **You** or **Your** domestic partner as a result of

- a) an accident, assault or fire in the **Home**
- b) an accident whilst travelling as a passenger on a public service vehicle
- c) assault in the street

But **We** will not pay where the person has reached the age of 75 before the most recent renewal of this policy

18. Clean Up Costs (Own Property)

The Insurance by this Section covers the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances from tanks on **Your** property. Subject to the cause being a sudden, accidental and specific event happening during the **Period of Insurance**. Cover only applies in relation to tanks under 15 years old which are integrally bunded in accordance with OFST100 or have a bund wall around the tank constructed of non porous engineering bricks on a concrete plinth capable of holding the full capacity of the tank plus 10%.

Providing **Our** liability under this extension shall not exceed £25,000 in respect of any one **Period of Insurance** and under sections 1 and 2 of this Policy.

This insurance does not cover the first 10% of any loss subject to a minimum amount of £250 for each and every claim.

19. Fly Tipping

This insurance also covers the cost of cleaning up and removing any matters arising out of and due to dumping or tipping on **Your** property. Subject to the cause being a sudden and specific event outside **Your** control happening during the **Period of Insurance**.

Providing **Our** liability under this extension shall not exceed £5,000 in respect of any one **Period of Insurance** and under sections 1 and 2 of this Policy.

This insurance does not cover the first 10% of any loss subject to a minimum amount of £250 for each and every claim.

20. Garden cover – only applicable if Part B is insured

The cost to restore **Your** garden if it is **damaged** during the **Period of Insurance** by Perils 1, 2, 3, 4, 8, 9, 10, 11.

We will not pay for

- a) any amount exceeding £500 to remove or replace any one tree, shrub or plant
- b) any amount exceeding £5,000 in respect of any one claim
- c) Loss, destruction or damage arising from bonfires or the burning of waste

21. Upgrading security systems

Costs incurred with **Our** written consent for

- a) Improving the **Home** alarm and other security systems
- b) A personal security review

If **You** suffer a bodily assault in the **Home** during the **Period of Insurance** up to a maximum limit of liability of £5,000

22. Legal fees incurred in repossessing Your Home following occupation by squatters

This Policy extends to include legal fees incurred with **Our** written agreement which **You** have to pay to repossess

Your Home if squatters are living in it but **We** will not pay for

- a) Legal fees incurred in repossessing **Your Home** which is not **Your** permanent place of residence
- b) Legal fees incurred in repossessing **Your Home** from any person(s) who have at any time lived in **Your Home** with **Your** actual or implied consent or agreement
- c) Any amount exceeding £10,000

23. Office Equipment – Only applicable if Part B is insured

Accidental damage to **Office equipment** used for **Business** or personal purposes.

Computer software including the cost of reconstituting electronic **Data**, digital music, digital video and digital photographs

We will not pay for

- a) the excess.
- b) Deterioration of food
- c) Loss, destruction or damage when **Your Home** is lent, let or sub-let to anyone other than **Your Family**
- d) Loss, destruction or damage while **Your Home** is **Unoccupied**
- e) Loss, destruction or damage by water entering **Your Home** other than by storm or flood
- f) Loss, destruction 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 or restoration, mechanical, electrical or electronic fault or breakdown
- g) Loss, destruction or damage by any cover listed elsewhere in this section and which is specifically excluded under that cover
- h) Any amount exceeding £5,000
- i) Any amount exceeding £1,000 in respect of computer software including the cost of reconstituting electronic **Data**, digital music, digital video and digital photographs

24. Fire Brigade Damage

We will pay **You** in respect of costs and expenses necessarily incurred in reinstating or repairing landscape, gardens and grounds following loss, destruction or damage caused by Fire Brigade equipment or personnel in the course of combating fire

The maximum **We** will pay in respect of any one claim under sections 1 and 2 of this Policy is £10,000

25. Fire Extinguishing Costs

We will pay **You** in respect of any expenses reasonably incurred by **You** in extinguishing or attempting to extinguish fire involving the Property Insured including refilling of fire extinguishers.

The maximum **We** will pay in respect of any one claim under sections 1 and 2 of this Policy is £25,000

Memoranda applicable to Section 1

1. Basis of Claims Settlement

In the event of **Damage** to

- a) the Property insured under Part A caused by any Peril Insured **We** may either
 - i. pay for rebuilding or repair or
 - ii. make a money payment insteadwithout deduction for wear, tear and depreciation but it is a requirement of **Your** policy that the Property Insured be maintained in a good state of repair and the property be insured for the full reinstatement value
- b) matching sets, suites, groups and collections
We will not pay for the cost of replacing an undamaged or unbroken item or parts of items forming part of a set, suite or other article of uniform nature, colour or design when **Damage** or breakage occurs within a clearly identifiable area to a specific part and replacements cannot be matched
- c) the Property Insured under Parts B (Contents) and C (Personal Possessions) if repair is not possible **We** will pay the full cost of replacing the articles as new except for articles of clothing furs and household linen where **We** will deduct an amount for wear tear and depreciation

2. Inflation Protection

We will adjust the **Sum Insured** in line with suitable indices of costs and the renewal premium for the Policy will be based on the adjusted **Sum Insured**

3. Mortgagees Clause

The act or neglect of any mortgagor or occupier of any **Building** insured under this Section where the risk of **Damage** is increased without the authority or knowledge of any mortgagee shall not prejudice the interest of the latter party (or parties) in this insurance provided they shall notify **Us** without delay on becoming aware of such increased risk and pay additional premium if required

4. Non Invalidation Clause

This insurance shall not be invalidated by any act or omission or by an alteration where the risk of **Damage** is increased unknown to or beyond the control of **You** provided **You** shall notify **Us** without delay on becoming aware of such increased risk and pay additional premium if required

5. Repairs and Alterations Clause

Joiners and other tradesmen may be employed to effect repairs or minor alterations in all or any of the **Buildings** insured without prejudice to the insurance provided under this Policy. **You** must advise **Us** if **Your Home** is not weathertight and secure or structural works are being carried out. Failure to do so may render **Your** insurance Policy null and void. **We** reserve the right to restrict cover or impose terms if **Your Home** is not weathertight and secure or structural works are being carried out.

6. Contracting Purchaser

If **You** have contracted to sell the **Home** the purchaser shall have the full protection of **Your** Policy in respect of the **Buildings** up to the date of completion of the purchase as long as the **Home** is not covered by any other insurance

7. Evidence of Value Clause

You must provide evidence of value for any items insured under Parts B (Contents) and C (Personal Possessions) of this Policy valued in excess of £5,000.

8. Guns Clause

All guns must be kept in either a locked cabinet or gun safe whilst not in use. **We** will not be liable for loss, destruction or damage in the event of any wilful or malicious act.

9. Chimney Sweeping Clause – Thatched Properties Only

It is a requirement of **Your** policy that all chimneys to open fires are swept at least once in every 12 months

SECTION 2 – MATERIAL DAMAGE

Only applicable if this Section is shown as operative in the Schedule

Definitions applicable to Section 2

Wherever the following words appear in this Section they will always have the following meanings

Agricultural Produce and Deadstock - Agricultural Produce and farming stock including growing crops but excluding **Livestock**

Building(s) - The building(s) including landlords fixtures and fittings and outbuildings, yards, car parks and pavements, piping, ducting, cables, wires and associated control gear, tank and accessories on the **Premises** and extending to the public mains but only to the extent of **Your** responsibility

Damage - Loss, destruction of or damage to the property insured by an Peril Insured

Livestock - Animals described in the Schedule to this section

Machinery and Implements - Machinery, plant and implements excluding

1. property otherwise insured
2. engined implements
3. machinery let out on hire

Perils Insured applicable to Section 2 (only applicable if shown as operative on Your Schedule)

A. Fire but excluding loss, destruction or damage caused by its undergoing any heating process involving the application of heat other than grain drying

Lightning

Explosion

a) of boilers

b) of gas

used for domestic purposes only

Explosion excluding loss destruction or damage

a) caused by or consisting of the bursting of a boiler economiser or other vessel, machinery or apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control

b) in respect of and originating in any vessel, machinery or apparatus or its contents belonging to **You** or under **Your** control which requires to be examined to comply with any Statutory Regulations unless such vessel, machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service

c) by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

Fire only resulting from the property's own spontaneous fermentation or heating

Aircraft or other aerial devices or articles dropped from an aircraft excluding loss, destruction or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

Earthquake

Subterranean fire

Accidental death of **Livestock** caused by electrocution (including humane destruction within 72 hours following electric shock) at the **Premises** insured

B. Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons excluding

a) loss, destruction or damage arising from confiscation, requisition or destruction by order of the government or any public authority

b) loss, destruction or damage arising from cessation of work

c) The excess stated in **Your** Schedule in respect of each separate **Premises** as ascertained after the application of any condition of Average

C. Impact by any road vehicle, train, animal or impact by falling trees, telegraph poles, lamp posts, wind turbines, pylons or parts of them excluding

- a) in respect of road vehicles or animals belonging to **You** or under **Your** control or any occupier of the **Premises** or their respective employees the excess stated in **Your** Schedule in respect of each separate **Premises** as ascertained after the application of any condition of Average
- b) loss, destruction or damage caused by lopping, pruning or felling of trees

D. Storm excluding

- a) loss, destruction or damage by
 - i) the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam
 - ii) inundation from the seawhether resulting from storm or otherwise
- b) loss, destruction or damage attributable solely to change in the water table level
- c) loss, destruction or damage caused by frost, subsidence, ground heave or landslip
- d) loss, destruction or damage in respect of moveable property in the open, fences and gates
- e) loss, destruction or damage in respect of growing crops
- f) The excess stated in **Your** Schedule in respect of each separate **Premises** as ascertained after the application of any condition of Average

E. Storm or flood excluding

- a) loss, destruction or damage attributable solely to change in the water table level
- b) loss, destruction or damage by frost, subsidence, ground heave or landslip
- c) loss, destruction or damage in respect or movable property in the open, fences and gates
- d) loss, destruction or damage in respect of growing crops
- e) The excess stated in **Your** Schedule in respect of each separate **Premises** as ascertained after the application of any condition of Average

F. Escape of water, fuel or liquid fertiliser from any tank, apparatus or pipe excluding

- a) loss, destruction or damage by water discharged or leaking from any automatic sprinkler installation
- b) loss, destruction or damage in respect of moveable property in the open, fences and gates
- c) The excess stated in **Your** Schedule in respect of each separate **Premises** as ascertained after the application of any condition of Average

G. Theft or any attempted theft (including the cost of loss, destruction or damage by outward violent and visible means to the **Buildings** in which property is kept for which **You** are responsible) excluding

- a) the excess stated in **Your** Schedule as ascertained after the application of any Condition of Average
- b) loss, destruction or damage where possession is obtained by any fraudulent scheme, trick, device or false pretence
- c) loss, destruction or damage through the infidelity or dishonesty of **You** or **Your Employees** or other persons to whom property insured may be entrusted
- d) loss, destruction or damage to growing crops or fruit on trees unless specified in **Your** Schedule
- e) loss, destruction or damage to property otherwise insured
- f) loss due to unexplained shortage or disappearance
- g) loss of **Money**

Theft by violence or threat of violence to **You** or **Your Family** or **Employees** excluding the excess stated in **Your** Schedule ascertained after the application of any Condition of Average

H. Mysterious disappearance of **Livestock** where disappearance must have been for a period exceeding 30 days excluding the excess stated in **Your** Schedule

I. Subsidence or ground heave of any part of the site on which the property stands or landslip excluding

- a) the excess stated in **Your** Schedule at each separate **Premises** as ascertained after the application of any Condition of Average
- b) loss, destruction or damage to yards, car parks, roads, pavements, walls, gates and fences unless also affecting a **Building** insured
- c) loss, destruction or damage caused by or consisting of
 - i) the normal settlement or bedding down of new structures
 - ii) the settlement or movement of made-up ground
 - iii) coastal or river erosion

- iv) defective design or workmanship or the use of defective materials
- v) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- d) loss, destruction or damage which originated prior to the inception of this cover
- e) loss, destruction or damage resulting from
 - i) demolition, constructional structural alteration or repair of any property or
 - ii) groundwork or excavation at the **Premises**

Special Conditions

In so far as this insurance relates to loss, destruction or damage caused by subsidence, ground heave or landslip **You** shall notify **Us** without undue delay should **You** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site. **We** shall then have the right to vary the terms or cancel cover

J. Any other accidental damage excluding

- a) the excess stated in **Your** Schedule as ascertained after the application of any Condition of Average
- b) loss, destruction or damage caused by or resulting from
 - i) wear, tear, the action of light or atmosphere, moths, vermin or insects
 - ii) any process of cleaning, dyeing, restoring, adjusting or repairing
 - iii) corrosion, dampness, dryness, wet or dry rot, marring, scratching, bruising or deterioration
 - iv) chewing, scratching, tearing or fouling by domestic pets
 - v) any gradually operating cause
- c) loss, destruction or damage to any machine or apparatus arising from mechanical, electrical or electronic breakdown or derangement or from adjustment, maintenance or repair
- d) loss, destruction or damage to contact lenses
- e) loss, destruction or damage to food, drink or plants
- f) loss, destruction or damage specifically excluded in this Section
- g) normal maintenance or repair
- h) erasure or distortion of information on computer **Systems** or other records
- i) loss, destruction or 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 the property of **You** or not where such loss, destruction or damage is caused by programming or operator error **Virus or Similar Mechanism or Hacking**
- j) any disappearance or shortage revealed only at the time of stock taking or the making of an inventory
- k) loss, destruction or damage by confiscation or detention by Customs or other officials or authorities
- l) loss, destruction or damage following dishonesty or fraudulent action by **You** or any of **Your Employees** or other persons to whom property insured may be entrusted
- m) any shortage due to error or omission
- n) loss, destruction or damage by theft or any attempted theft
- o) loss, destruction or damage by subsidence, ground heave or landslip
- p) depreciation in value
- q) loss, destruction or damage to **Livestock**

K. Fatal injury to **Livestock**

Accidental injury which shall solely and independently of any other cause result in the death of the animal or in its necessary slaughter (under certificate by a duly qualified veterinary surgeon) within 30 days of an accident but only to the extent of the market value of the animal at the time of the accident

Provided that **We** shall not be liable for

1. a) loss, destruction or damage caused by fire, lightning, explosion, earthquake or subterranean fire
 - b) depreciation of any kind
2. a) injury to any animal
 - i) whilst conveyed in any vehicle or being loaded on or unloaded from any vehicle
 - ii) occurring on **Your Premises** as described in **Your** schedule
- b) injury to any horse occurring during or whilst preparing for racing, hunting, show jumping, gymkhanas or other competitive event

L. Transit of **Livestock**

Death, loss of or injury to **Livestock** whilst being loaded onto carried by or unloaded from any vehicle anywhere in the **Territorial Limits** by either

- a) fire or
- b) accidental means or
- c) theft

Loading starts as the animal mounts the ramp and unloading finishes as the animal leaves the ramp but it is a requirement of **Your** Policy that any vehicle used must be constructed specifically for the safe carriage of **Livestock**

M. Worrying of sheep by dogs, foxes or vermin excluding worrying by **Your** own dog or dogs subject to the limit in respect of any one animal provided that death occurs or destruction on humane grounds is necessary and is certified within 30 days from the occurrence of the worrying. **You** shall take all possible steps to discover the owner of the dog or dogs responsible for the loss and shall without undue delay advise **Us** of the occurrence together with all information known to **You**

N. Accidental damage to pipes, cables and drains

The cost of repairing accidental damage to cables, underground pipes and drains (and their inspection covers) serving the **Building** but not

- a) loss, destruction or damage which **You** are not legally responsible to repair
- b) loss, destruction or damage caused by rust corrosion or other wear and tear
- c) The excess stated in **Your** Schedule as ascertained after the application of any Condition of Average

O. Hailstorm prior to harvesting excluding loss, destruction or damage by wind and other causes and any losses occurring during the first five days from the date that cover is accepted by **Us**. The following conditions apply

- a) This insurance covers hail damage only (excluding injury by wind, water or other causes)
- b) Straw is not included in this insurance unless expressly named and the requisite premium paid.
- c) The certificate does not cover autumn sown vegetables.
- d) **You** shall make every effort to obtain the highest possible price for hail damaged crops.

Part A – Farming Property excluding Livestock

We will pay You

In the event of any of the Property Insured in Part A of the Schedule being lost, destroyed or damaged by any of the Perils Insured shown in the Schedule

- a) the value of the property at the time of its loss or destruction

or

- b) the amount to repair the **Damage**

or

- c) at **Our** option reinstate or replace such property or any part of it.

Provided that **Our** liability under this Part shall not exceed in the whole the total sum insured or in respect of any item its sum insured at the time of **Damage**

Memoranda applicable to Part A Section 2

1. Average Clause

The insurance by each item of this Section (other than those applying solely to fees, rent, removal of debris, walls, gates, fences or **Agricultural Produce and Deadstock**) is declared to be separately subject to Average.

Under this clause if the sum shall at the commencement of any **Damage** be less than the value of the property covered within such sum insured the amount payable by **Us** in respect of such **Damage** shall be proportionately reduced

2. Reinstatement Clause

This memorandum is not applicable to motor vehicles and their accessories, personal effects, **Livestock, Agricultural Produce and Deadstock**. Subject to the following Special Conditions **You** can choose the basis upon which the amount payable in respect of property insured is to be calculated as being the reinstatement of the property lost, destroyed or damaged

For this purpose 'reinstatement' means

- a) the rebuilding or replacement of property lost or destroyed which provided **Our** liability is not increased may be carried out

- i) in any manner suitable to **Your** requirements

- ii) upon another site

- b) the repair or restoration of property damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special Conditions

- 1) **Our** liability for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed

- 2) If at the time of reinstatement the sum representing 85% of the cost in respect of **Buildings** which would have been incurred in reinstating the whole of the property covered by any item subject to this memorandum exceeds its sum insured at the commencement of any **Damage Our** liability shall not exceed that proportion of the amount of the **Damage** which the said sum insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time
- 3) No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
 - a) unless reinstatement commences and proceeds without unreasonable delay
 - b) until the cost of reinstatement shall have been actually incurred
 - c) if the property insured at the time of its **Damage** shall be insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement
- 4) All the terms and conditions of the Policy shall apply
 - a) in respect of any claim payable under the provisions of this memorandum except in so far as they are varied by this memorandum
 - b) where claims are payable as if this memorandum had not been incorporated

3. Modern Materials Clause

It is agreed that in the event of **Damage to Buildings** (other than Private Dwelling Houses) insured by this policy **You** can choose the following basis of settlement in the event of a loss

- a) in the event of total destruction – the cost of providing a modern building with comparable facilities
- b) in the event of **Damage** – the cost of repair using modern materials and for the purpose of the Average Clause contained within this Section the value and Sum Insured of said **Building** shall be calculated accordingly it being understood that **Our** liability shall not exceed the cost of replacing the said **Building** in its existing style or the sum insured whichever is the less. The amount payable in the event of **Damage** will be the cost of reinstatement or repair without deduction for wear and tear or depreciation provided that
 - i) the **Buildings** have been maintained in a good state of repair and are not derelict or unused
 - ii) reinstatement or repair shall actually take place within 12 months of the **Damage**

4. Contracting Purchaser

If **You** have contracted to sell the **Buildings** the purchaser shall have the full protection of this policy in respect of the **Buildings** up to the date of completion of the purchase as long as the **Buildings** are not covered by any other insurance

5. Inflation Protection Clause

We will adjust the sums insured for **Buildings** in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted Sums Insured

6. Architects Surveyors Legal and Consulting Engineers Fees Clause

The insurance by each item in respect of **Buildings** and **Machinery and Implements** includes an amount in respect of architects, surveyors, legal and consulting engineers fees necessarily incurred in the reinstatement or repair of the property insured consequent upon its **Damage** but not for preparing any claim it being understood that the amount payable under the item shall not exceed in total its sum insured

7. Capital Additions Clause

The insurance by this Section shall subject to its terms and conditions extend to cover

- a) any newly acquired including newly erected **Buildings** or **Buildings** in course of erection (excluding any property for which a building contractor is responsible) and **Machinery and Implements** provided that they are not otherwise insured and
- b) alterations, additions and improvements to **Buildings** and **Machinery and Implements** but not in respect of any appreciation in value anywhere in the **Territorial Limits** provided that
 - i) at any one situation this cover shall not exceed 15% of the sum insured by **Building(s) Machinery and Implements**
 - ii) **You** undertake to give particulars of such extension of cover without undue delay and to effect specific insurance for these particulars retrospective to the date of the commencement of **Our** liability

8. Debris Removal Clause

The insurance by Part A of this Section extends to include costs and expenses necessarily incurred by **You** with **Our** consent plus an additional amount of £5,000 for

- a) removing debris
- b) dismantling including demolishing

c) shoring up or propping of the portion or portions of the property insured as a result of **Damage**

We shall not pay for any costs or expenses

- i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to the site
- ii) arising from pollution or contamination of property not insured by this Section

Our liability under this extension and this Section in respect of any item shall in no case exceed the sum insured as stated in **Your** schedule

9. Mortgagees Clause

The act or neglect of any mortgagor or occupier of any **Building** insured where the risk of **Damage** is increased without the authority or knowledge of any mortgagee shall not prejudice the interest of the latter party (or parties) in this insurance provided they shall notify **Us** without undue delay on becoming aware of such increased risk and pay additional premium if required

10. Notice Clause

We must be notified in writing without undue delay should any empty **Building** or empty portion of a **Building** insured and used for non agricultural purposes become(s) occupied or any occupied building used for non agricultural purposes becomes empty and **You** undertake to pay an additional premium if required

11. Changes in Tenancy

We must be notified without undue delay of all changes in tenancy of any **Building** used for non agricultural purposes

12. European Community and Public Authorities

(including Undamaged Property) Clause

The insurance in respect of **Buildings** and **Machinery and Implements** under this Section extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of

- a) European Community Legislation or
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-laws of any Public Authority (referred to as 'the Stipulations') in respect of
 - i) the lost, destroyed or damaged property insured under this Policy
 - ii) undamaged portions of the property insured under this Policy

Excluding

- a)
 - i) the cost incurred in complying with the Stipulations
 - ii) in respect of **Damage** occurring prior to the granting of this Extension
 - iii) in respect of loss, destruction or damage not insured by this Section
 - iv) under which notice has been served upon **You** prior to the happening of the **Damage**
 - v) for which there is an existing requirement which has to be implemented within a given period
 - vi) in respect of property entirely undamaged by any Peril Insured
- b) the additional cost that would have been required to make good the property lost, destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner by reason of compliance with the Stipulations

Special Conditions

1. The work of reinstatement must be commenced and carried out without undue delay and in any case must be completed within twelve months after the **Damage** or within such further time as **We** may allow (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to **Our** liability under this extension not being increased
2. If **Our** liability under (any item of) this Section apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then **Our** liability under this extension (in respect of any such item) shall be reduced in like proportion
3. The total amount recoverable under any item of this Section shall not exceed its sum insured

13. Rent Clause

The insurance on rent applies only if (any of) the **Building(s)** is unfit for occupation in consequence of **Damage** and then the amount payable shall not exceed such proportion of the sum insured on rent as the period necessary for reinstatement bears to the term of rent insured

14. Repairs and Alterations Clause

Joiners and other tradesmen may be employed to effect repairs or minor alterations in all or any of the **Buildings** insured without prejudice to any of the cover provided by this Policy. **You** must advise **Us** if **Your Building** is not weathertight and secure as a consequence of structural works being carried out. Failure to do so may render **Your** insurance Policy null and void. **We** reserve the right to restrict cover or impose terms if **Your Building** is not weathertight and secure as a consequence of structural works being carried out.

15. Loss of Metered Water

We will pay for loss of metered water consumed as a direct result of **Damage** up to a maximum of £2,500 any one loss excluding any loss from irrigation pipes

16. Clean Up Costs (Own Property)

The Insurance by this Section covers the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances from tanks on **Your** property. Subject to the cause being a sudden, accidental and specific event happening during the **Period of Insurance**. Cover only applies in relation to tanks under 15 years old which are integrally bunded in accordance with OFST100 or have a bund wall around the tank constructed of non porous engineering bricks on a concrete plinth capable of holding the full capacity of the tank plus 10%.

Providing **Our** liability under this extension shall not exceed £25,000 in respect of any one **Period of Insurance** and under sections 1 and 2 of this Policy

This insurance does not cover the first 10% of any loss subject to a minimum amount of £250 for each and every claim.

17. Fly Tipping

This insurance also covers the cost of cleaning up and removing any matters arising out of and due to dumping or tipping on **Your** property. Subject to the cause being a sudden and specific event outside **Your** control happening during the **Period of Insurance**.

Providing **Our** liability under this extension shall not exceed £5,000 in respect of any one **Period of Insurance** and under sections 1 and 2 of this Policy.

This insurance does not cover the first 10% of any loss subject to a minimum amount of £250 for each and every claim.

18. Fire Brigade Damage

We will pay **You** in respect of costs and expenses necessarily incurred in reinstating or repairing landscape, gardens and grounds following loss, destruction or damage caused by Fire Brigade equipment or personnel in the course of combating fire

The maximum **We** will pay in respect of any one claim under sections 1 and 2 of this Policy is £10,000

19. Fire Extinguishing Costs

We will pay **You** in respect of any expenses reasonably incurred by **You** in extinguishing or attempting to extinguish fire involving the Property Insured including refilling of fire extinguishers.

The maximum **We** will pay in respect of any one claim under sections 1 and 2 of this Policy is £25,000

Exclusions applicable to Part A Section 2

1. Any other loss or damage of any kind or description except loss of rent when such loss is included in the cover under this Section

2. Loss, destruction or damage to any electrical plant or apparatus caused by its own over-running, short circuiting, excessive pressure or self-heating but should such loss, destruction or damage lead to loss, destruction or damage of any other part of the plant or apparatus or other Property Insured then such resulting loss, destruction or damage is not excluded under this Section.

Part B – Livestock

We will pay You

In the event of any of the Property Insured in Part B of the Schedule being lost, destroyed or damaged by any of the Perils Insured shown in the Schedule

- a) the amount of such loss
- b) an amount not exceeding £500 in respect of any one animal or £2,500 any one claim for veterinary surgeons fees necessarily incurred as a direct result of a Peril Insured but not for preparing any claim

Provided that **Our** liability under this Part shall not exceed

- i) in the whole the sum insured by the item
- ii) £2,000 any one working dog and £5,000 in respect of any other animal unless otherwise stated in **Your** Schedule

Conditions

1. In the event of a claim for loss of **Livestock** **You** shall without undue delay arrange for
 - a) adequate attention and treatment
 - b) such veterinary evidence as **We** may require to be submitted to **Us** at **Your** own expense
2. 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**
3. If following payment by **Us** under Perils Insured G or H the **Livestock** insured is found, recovered or returned to **You** the amount of the payment made by **Us** must be repaid by **You** to **Us**
4. No payment shall be made for the same animal under more than one of the covers insured in connection with the same loss
5. **We** shall be under no obligation to accept or be affected by any transfer of interest, trust or assignment which relates to any animal and nothing contained under this Section shall give any right against **Us** to any person other than **You**

Memoranda applicable to Part B Section 2

1. Livestock Extension Clause

The insurance by Peril Insured A extends to cover **Livestock** whilst in the open or in buildings elsewhere than on any land or **Premises** occupied or used by **You** in the **Territorial Limits**

2. Carcass Removal Costs Extension Clause

In the event of the death of the animal or its necessary slaughter for which **We** have admitted liability **We** will pay the reasonable costs incurred in the removal of the carcass to the nearest knackery or renderer or bona fide disposal centre provided **Our** liability under this extension shall not exceed £250 in respect of any one animal.

3. Unauthorised Slaughter Clause

This Part does not cover loss resulting from slaughter carried out without **Our** consent except in cases necessitating immediate slaughter on humanitarian grounds

4. Worrying of Cattle Pigs or Horses extension

This Part automatically extends to cover worrying of Cattle, Pigs or Horses by dogs, foxes or vermin excluding worrying by **Your** own dog or dogs subject to the limit in respect of any one animal provided that death occurs or destruction on humane grounds is necessary and is certified within 30 days from the occurrence of the worrying. **You** shall take all possible steps to discover the owner of the dog or dogs responsible for the loss and shall without undue delay advise **Us** of the occurrence together with all information known to **You**. **Our** liability under this extension will not exceed the sum insured in respect of Cattle, Pigs or Horses specified on **Your** Schedule and is subject to the Special Condition of Average Clause.

5. Rescue cover

We will pay any costs incurred by

- i) the Royal Society for the Prevention of Cruelty to Animals
- ii) the fire service
- iii) a recognised professional rescue organisation

arising from the rescue or attempted rescue of **Livestock**.

Livestock must require rescue as a direct result of a Peril Insured for Part B of this section

The maximum **We** will pay is £250 in respect of any one animal or £2,500 any one claim

Exclusions applicable to Part B Section 2

We will not pay for

- a) loss, destruction or damage to **Livestock** insured
 - i) in respect of transit for hire or reward
 - ii) where more specific insurance is in place
- b) destruction in compliance with the requirements of any Statute of any order of the Privy Council a Government Department or Local Authority
- c) castration or other surgical operation
- d) unfitness or incapacity to fulfil the functions or duties for which the animal is kept or employed
- e) loss, destruction or damage to **Poultry** insured arising from suffocation howsoever caused

Memoranda applicable to Parts A and B Section 2

1. Special Condition of Average Clause

Any insurance on **Livestock Agricultural Produce and Deadstock** is subject to the following Special Condition of Average

If such sum shall at the commencement of any **Damage** be less than 75% of the value of the property covered within such sum insured the amount payable by **Us** shall not exceed that proportion of the amount of the **Damage** which the sum insured shall bear to the full value of the Property Insured

2. Farming Property Extension Clause

Where the following property is insured by this Section the insurance is extended to include

- a) property not belonging to **You** whilst in **Your** custody or control for which **You** are responsible
- b) **Agricultural Produce and Deadstock** and **Machinery and Implements** whilst in transit
- c) **Machinery and Implements** whilst temporarily removed
- d) **Agricultural Produce and Deadstock** whilst temporarily removed to other **Premises** for drying, screening, dressing or storage pending sale provided that the sum insured by the relevant item is reduced by the value of the property so removed

provided this property is not otherwise insured and the **Damage** occurs within the **Territorial Limits**

3. Non Invalidation Clause

This insurance shall not be invalidated by any act or omission or by an alteration that resulted in the risk of **Damage** unknown to or beyond the control of **You** provided that as soon as is reasonably practicable **You** shall give notice to **Us** and pay an additional premium if required

4. Directors, partners and employees personal effects extension clause

Cover is provided for clothing, pedal cycles, tools and instruments for an amount not exceeding £500 per person

5. Glass Clause

If this section includes Peril Insured G as a Peril Insured **We** will pay for **Damage** to glass (where **You** are responsible for its replacement) whether internal or external plain or ornamental attached to and forming part of the **Premises** and the cost of boarding up the **Premises** resulting from Theft (within the meaning of this Section) or any attempted Theft but only if the glass is not otherwise insured

It is understood that no liability in respect of **Damage** to such glass shall be insured unless the **Damage** is accompanied by and directly forms part of other **Damage** within the protection of this Section except where such **Damage** to glass is accepted by a Police Authority as verified evidence of Theft (within the meaning of this Section) or any attempted Theft

6. Explosives Clause

If this section includes Peril Insured G as an Peril Insured **We** will (in addition to the total sum insured) pay **You** in respect of **Damage** to any property included in this Section directly or indirectly caused by or in consequence of the use of explosives on the occasion of any Theft (within the meaning of this Section) or any attempted Theft at the **Premises** but only if the risk of explosion is not insured under any other policy effected by **You** or on **Your** behalf in respect of the same property provided always that the limit of **Our** liability in any one **Period of Insurance** under this extension clause shall be £10,000 for each **Premises**

7. Locks and Keys Extension Clause

If this section includes Peril Insured G as an Peril Insured **We** will pay for the cost of replacing keys and locks or lock mechanisms to:

- a) external doors and windows of the **Building**
- b) a safe within or an alarm protecting the **Building** following the theft or loss of the keys for an amount not exceeding £1,000 any one claim

SECTION 3 - BUSINESS INTERRUPTION

Only applicable if this Section is shown as operative in the Schedule

NOTE 1: To the extent that **You** are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax

NOTE 2: For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded

Definitions applicable to Section 3

Wherever the following words appear in this Section they will always have the following meanings

Agricultural Produce and Deadstock - Agricultural produce and farming stock including growing crops but excluding **Livestock**

Consequential Loss - Loss resulting from interruption of or interference with the **Business** carried on by **You** at the **Premises** in consequence of loss, or destruction of or damage to property used by **You** at the **Premises** for the purpose of the **Business**

Customers - All **Your** customers who obtain goods or services from **You** on a cash or credit basis

Damage - Loss, destruction of or damage to the property insured by a Peril Insured

Incident - **Damage** to property used by **You** at the **Premises** for the purpose of the **Business**

Indemnity Period - The period beginning with the occurrence of the **Incident** and ending not later than the **Maximum Indemnity Period** after the date of the **Incident** during which the results of the **Business** shall be affected in consequence

Livestock - Animals described in the Schedule to this Section excluding breeding livestock

Machinery and Implements - Machinery, plant and implements excluding

1. property otherwise insured
2. engined implements
3. machinery let out on hire

Maximum Indemnity Period - the number of months stated in **Your** Schedule

Gross Revenue - The money paid or payable to **You** for farming activities or any other activity specified on **Your** Policy Schedule carried on in the course of the **Business** at the **Premises** subject to the provisions of the Uninsured Working Expenses Clause

Estimated Gross Revenue - The amount declared by **You** to **Us** as representing not less than the **Gross Revenue** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple where the **Maximum Indemnity Period** exceeds twelve months)

Gross Rentals - The money paid or payable to **You** for tenancies and other charges and for services rendered in the course of the **Business** at the **Premises**

Estimated Gross Rentals - The amount declared by **You** to **Us** as representing not less than the **Gross Rentals** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple where the **Maximum Indemnity Period** exceeds twelve months)

Gross Profit - The amount by which the sum of the amount of the turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amount of the opening stock and work in progress and subject to the provisions of the Uninsured Working Expenses clause

Note: The amounts of the opening and closing stocks (including work in progress) shall be arrived at in accordance with **Your** usual accounting methods due provision being made for depreciation

Estimated Gross Profit - The amount declared by **You** to **Us** as representing not less than the **Gross Profit** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple where the **Maximum Indemnity Period** exceeds twelve months)

Rate of Gross Profit - The rate of **Gross Profit** earned on the Turnover during the financial year immediately before the date of the **Incident**

* **Annual Gross Revenue** - The **Gross Revenue** during the twelve months immediately before the date of the **Incident**

* **Standard Gross Revenue** - The **Gross Revenue** during that period in the twelve months immediately before the date of the **Incident** which corresponds with the **Indemnity Period**

* **Annual Gross Rentals** - The **Gross Rentals** during the twelve months immediately before the date of the **Incident**

* **Standard Gross Rentals** - The **Gross Rentals** during that period in the twelve months immediately before the date of the **Incident** which corresponds with the **Indemnity Period**

* to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or special circumstances affecting the **Business** either before or after the **Incident** or which would have affected the **Business** had the **Incident** not occurred so that the adjusted figures shall represent as nearly as may be reasonably practicable the results which but for the **Incident** would have been obtained during the relative period after the **Incident** less any sum saved during the **Indemnity Period** in respect of such of the charges or expenses of the **Business** payable out of **Gross Revenue** as may cease or be reduced in consequence of the **Incident** provided that if the sum insured by the item on **Gross Revenue** be less than the **Annual Gross Revenue** (or a proportionately increased multiple where the **Maximum Indemnity Period** exceeds twelve months) the amount payable shall be proportionately reduced

We will pay You

In the event of any building or other property used by **You** at the **Premises** for the purpose of the **Business** be lost, destroyed or damaged by any of the Perils Insured which are shown as in force in the Schedule and in consequence the **Business** carried on by **You** at the **Premises** be interrupted or interfered with in respect of each item in the Schedule the amount of loss resulting from such interruption or interference provided that

- a) at the time of the happening of the **Damage** other than in respect of **Damage to Agricultural Produce and Deadstock or Livestock** used in the production of this revenue there shall be in force an insurance covering **Your** interest in the property at the **Premises** against such **Damage** and that
 - i) payment shall have been made or liability admitted by **Us** or another authorised Insurer
 - or
 - ii) payment would have been made or liability admitted by **Us** or another authorised Insurer but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
- b) **Our** liability under this Section shall not exceed
 - ii) in the whole the total sum insured or in respect of any item its sum insured at the time of the **Damage**
 - iii) £5,000 in respect of any one animal in any one **Period of Insurance**

Conditions

1. In the event of a claim for loss of **Livestock** **You** shall immediately arrange for
 - a) adequate attention and treatment
 - b) such veterinary evidence as **We** may require to be submitted to **Us** at **Your** own expense
2. 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**
3. If following payment by **Us** under Perils G or H the **Livestock** insured is found recovered or returned to **You** the amount of the payment made by **Us** must be repaid by **You** to **Us**
4. No payment shall be made for the same animal under more than one of the covers insured in connection with the same loss
5. **We** shall be under no obligation to accept or be affected by any transfer of interest trust or assignment which relates to any animal and nothing contained in this section shall give any right against **Us** to any person other than **You**

Basis of Loss Settlement

The undernoted terms of settlement apply only if the paragraph title appears in the Schedule to this Section

Gross Profit/Estimated Gross Profit

The insurance under this item is limited to

- a) loss of **Gross Profit** due to Reduction in Turnover and
- b) Increase in Cost of Working

and the amount payable shall be

- i) in respect of Reduction in Turnover: the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Gross Revenue** during the **Indemnity Period** shall fall short of the **Standard Gross Revenue** in consequence of the **Incident**
- ii) in respect of Increase in Cost of Working: the additional expenditure (subject to the provisions of the Uninsured Working Expenses clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Income which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Incident** but not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction avoided

less any sum saved during the **Indemnity Period** in respect of the charges and expenses of the **Business** payable out of **Gross Profit** as may cease or be reduced in consequence of the **Incident** provided that if the sum insured by the item on **Gross Profit** be less than the sum produced by applying the **Rate of Gross Profit** to the **Gross Revenue** (or to a proportionately increased multiple where the **Maximum Indemnity Period** exceeds twelve months) the amount payable shall be proportionately reduced

Gross Revenue/Estimated Gross Revenue

The insurance under this item is limited to

- a) Loss of **Gross Revenue** and
- b) Increase in Cost of Working and the amount payable shall be

- i) in respect of Loss of **Gross Revenue** the amount by which the **Gross Revenue** during the **Indemnity Period** shall fall short of the **Standard Gross Revenue** in consequence of the **Incident**
- ii) in respect of Increase in Cost of Working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Incident** but not exceeding the amount of the reduction in **Gross Revenue** avoided
- iii) in respect of further additional expenditure beyond that recoverable under paragraph (ii) as **You** shall necessarily and reasonably incur during the **Indemnity Period** in consequence of the **Incident** for the sole purpose of avoiding or diminishing a reduction in **Gross Revenue** subject to a limit any one loss of £10,000

Increase in Cost of Working

The insurance under this item is limited to Increased Cost of Working and the amount payable shall be the additional expenditure necessarily and reasonably incurred by **You** in consequence of the **Incident** for the sole purpose of maintaining the **Business** during the **Indemnity Period** at a level not exceeding that immediately before the **Incident**

Gross Rentals/Estimated Gross Rentals

The insurance under this item is limited to

- a) loss of **Gross Rentals** and
- b) Increase in Cost of Working

We will pay You

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

less any sum saved during the **Indemnity Period** in respect of the expenses and charges payable out of **Gross Rentals** as may cease or be reduced in consequence of the **Incident** provided that if the sum insured by the item on **Gross Rentals** be less than the **Annual Gross Rentals** (or a proportionately increased multiple where the **Maximum Indemnity Period** exceeds twelve months) the amount payable shall be proportionately reduced

Perils Insured applicable to Section 3

A. Fire but excluding **Consequential Loss** caused by its undergoing any heating process involving the application of heat other than grain drying

Lightning

Explosion

a) of boilers

b) of gas

used for domestic purposes only

Explosion excluding **Consequential Loss**

a) caused by or consisting of the bursting of a boiler economiser or other vessel, machinery or apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control

b) in respect of and originating in any vessel, machinery or apparatus or its contents belonging to or **You** or under **Your** control which requires to be examined to comply with any Statutory Regulations unless such vessel, machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service

c) in respect of pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

Fire only resulting from the property's own spontaneous fermentation or heating

Aircraft or other aerial devices or articles dropped from an aircraft excluding **Consequential Loss** in respect of pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

Earthquake

Subterranean fire

Accidental death of **Livestock** caused by electrocution (including humane destruction within 72 hours following electric shock) at the **Premises** insured

B. Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons excluding

a) **Consequential Loss** arising from confiscation, requisition or destruction by order of the government or any public authority

b) **Consequential Loss** arising from cessation of work

C. Impact by any road vehicle, train, animal or impact by falling trees, telegraph poles, lamp posts, wind turbines, pylons or parts of them excluding

a) loss, destruction or damage caused by lopping, pruning or felling of trees

b) The cost of removing fallen trees or parts thereof unless they have given rise to a valid claim under this policy

D. Storm excluding **Consequential Loss**

a) caused by

i) the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam

ii) inundation from the sea

whether resulting from storm or otherwise

b) attributable solely to change in the water table level

c) caused by frost, subsidence, ground heave or landslip

d) in respect of moveable property in the open, fences and gates

e) in respect of growing crops

E. Storm or flood excluding **Consequential Loss**

a) attributable solely to change in the water table level

b) in respect of frost, subsidence, ground heave or landslip

c) in respect of moveable property in the open, fences and gates

d) in respect of growing crops

F. Escape of water, fuel or liquid fertiliser from any tank, apparatus or pipe excluding **Consequential Loss**

a) by water discharged or leaking from any automatic sprinkler installation

b) in respect of movable property in the open, fences and gates

G. Theft or any attempted theft (including the cost of **Consequential Loss** by outward violent and visible means to the buildings in which property is kept for which **You** are responsible) excluding **Consequential Loss**

- a) where possession is obtained by any fraudulent scheme, trick, device or false pretence
- b) through the infidelity or dishonesty of **You** or **Your Employees** or other persons to whom property insured may be entrusted
- c) to growing crops or fruit on trees unless specified in **Your** Schedule
- d) to property otherwise insured
- e) due to unexplained shortage or disappearance
- f) as a consequence of loss of **Money**

Theft by violence or threat of violence to **You** or **Your Family** or **Employees**

H. Mysterious disappearance of **Livestock** where disappearance must have been for a period exceeding 30 days

I. Subsidence or ground heave of any part of the site on which the property stands or landslip excluding **Consequential Loss**

- a) in respect of yards, car parks, roads, pavements, walls, gates and fences unless also affecting a building insured
- b) caused by or consisting of
 - i) the normal settlement or bedding down of new structures
 - ii) the settlement or movement of made-up ground
 - iii) coastal or river erosion
 - iv) defective design or workmanship or the use of defective materials
 - v) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- c) resulting from loss, destruction or damage which originated prior to the inception of this cover
- d) resulting from
 - i) demolition, constructional structural alteration or repair of any property or
 - ii) groundwork or excavation at the **Premises**

Special Conditions

In so far as this insurance relates to **Consequential Loss** caused by subsidence, ground heave or landslip **You** shall notify **Us** without undue delay should **You** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site. **We** shall then have the right to vary the terms or cancel cover.

J. **Consequential Loss** resulting from accidental damage excluding **Consequential Loss**

- a) caused by or resulting from
 - i) wear tear the action of light or atmosphere moths vermin insects
 - ii) any process of cleaning dyeing restoring adjusting or repairing
 - iii) corrosion dampness dryness wet or dry rot marring scratching bruising deterioration
 - iv) chewing scratching tearing or fouling by domestic pets
 - v) any gradually operating cause
- b) in respect of any machine or apparatus arising from mechanical electrical or electronic breakdown or derangement or from adjustment maintenance or repair
- c) in respect of contact lenses
- d) in respect of food drink or plants
- e) specifically excluded in this Section
- f) arising from normal maintenance or repair
- g) in respect of erasure or distortion of information on computer **Systems** or other records
- h) in respect of 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 the property of **You** or not where such loss destruction or damage to the property insured by a Peril Insured damage is caused by programming or operator error **Virus or Similar Mechanism or Hacking**
- i) in respect of any disappearance or shortage revealed only at the time of stock taking or the making of an inventory
- j) arising by confiscation or detention by Customs or other officials or authorities
- k) following dishonesty or fraudulent action by **You** or any of **Your Employees** or other persons to whom property insured may be entrusted
- l) due to any shortage due to error or omission
- m) by theft or any attempted theft
- n) arising from Subsidence Ground heave or Landslip
- o) arising from depreciation in value
- p) resulting from loss destruction or damage to **Livestock**

K. Fatal injury to **Livestock**

Accidental injury which shall solely and independently of any other cause result in the death of the animal or in its necessary slaughter (under certificate by a duly qualified veterinary surgeon) within 30 days of an accident but only to the extent of the market value of the animal at the time of the accident

Provided that **We** shall not be liable for

1. a) **Consequential Loss** caused by fire, lightning, explosion, earthquake or subterranean fire
b) depreciation of any kind
2. a) injury to any animal
 - i) whilst conveyed in any vehicle or being loaded on or unloaded from any vehicle
 - ii) occurring on **Your Premises** as described in **Your** schedule
- b) injury to any horse occurring during or whilst preparing for racing, hunting, show jumping, gymkhanas or other competitive event

L. Transit of **Livestock**

Death, loss of or injury to **Livestock** whilst being loaded onto carried by or unloaded from any vehicle anywhere in the **Territorial Limits** by either

- a) fire or
- b) accidental means or
- c) theft

Loading starts as the animal mounts the ramp and unloading finishes as the animal leaves the ramp but it is a requirement of **Your** Policy that any vehicle used must be constructed specifically for the safe carriage of **Livestock**

M. Worrying of sheep by dogs, foxes or vermin excluding worrying by **Your** own dog or dogs subject to the limit in respect of any one animal provided that death occurs or destruction on humane grounds is necessary and is certified within 30 days from the occurrence of the worrying. **You** shall take all possible steps to discover the owner of the dog or dogs responsible for the loss and shall without undue delay advise **Us** of the occurrence together with all information known to **You**

N. Accidental damage to pipes, cables and drains

The cost of repairing accidental damage to cables, underground pipes and drains (and their inspection covers) serving the building specified on **Your** Schedule but not

- a) loss, destruction or damage which **You** are not legally responsible to repair
- b) loss, destruction or damage caused by rust, corrosion or other wear and tear

Extensions applicable to Section 3

1. Alternative Trading

If during the **Indemnity Period** farming and related activities are carried out elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable in respect of such activities shall be brought into account in arriving at the **Gross Revenue** during the **Indemnity Period**

2. Payments on Account Clause

Payments on account may be made to **You** monthly during the **Indemnity Period** if desired

3. Prevention of Access Clause

Subject to the conditions of this Section loss resulting from interruption of or interference with the **Business** in consequence of loss, destruction or damage to property in the vicinity of the **Premises** loss, destruction or damage to which shall prevent or hinder the use of the **Premises** or access to the **Premises** whether the **Premises** or **Your** property situated on the **Premises** shall be damaged or not (but excluding loss, destruction or damage to property of any supply undertaking from which **You** obtain electricity, gas or water or telecommunications services which prevents or hinders the supply of such services) shall be deemed to be an **Incident**

4. Professional Accountants Clause

Any particulars or details contained in **Your** books of account or other **Business** books or documents which may be required by **Us** under part (c) of General Condition 3 for the purpose of investigating or verifying any claim may be produced by professional accountants if at the time they are regularly acting as such for **You** and their report shall be verified evidence of the particulars and details to which such report relates

We will pay to **You** the reasonable charges payable by **You** to **Your** professional accountants for producing such particulars or details or any other proofs, information or evidence as **We** may require under part (c) of General

Condition 3 and reporting that such particulars or details are in accordance with **Your** books of account or other **Business** books or documents

Provided that the sum of the amount payable under this Clause and the amount otherwise payable under the Section shall in no case exceed **Our** liability as stated in **Your** Schedule

5. Livestock At Other Farms Extension Clause

Subject to the conditions of this Section **Consequential Loss** resulting from interruption of or interference with the **Business** in consequence of **Damage to Livestock** belonging to **You** whilst in the open or in buildings elsewhere in the **Territorial Limits** than on the **Premises** shall be deemed to be loss resulting from an **Incident** at the **Premises**

6. Carcass Removal Costs Extension Clause

In the event of the death of the animal or its necessary slaughter for which **We** have admitted liability **We** will pay the reasonable costs incurred in the removal of the carcass to the nearest knackery or renderer or bone fide disposal centre provided **Our** liability under this extension shall not exceed £250 in respect of any one animal.

7. Veterinary Surgeons Fees Extension Clause

In the event of veterinary surgeons fees being necessarily incurred as a direct result of a Peril Insured but not for preparing any claim **We** will pay an amount not exceeding £500 in respect of any one animal or £2,500 any one claim.

8. Temporary Removal Extension

We will pay **You** for **Consequential Loss** as a result of loss, destruction or damage to **Machinery and Implements and Agricultural Produce and Deadstock** whilst temporarily removed for repair, storage or in transit by road, rail or inland waterway in the **Territorial Limits** including loading and unloading

9. Customers Extension

We will pay **You** for **Consequential Loss** as a result of loss, destruction or damage to **Premises** of any of **Your Customers** in the **Territorial Limits** with whom **You** have contracts or trading relationships to supply goods or services

10. Suppliers Extension

We will pay **You** for **Consequential Loss** as a result of loss, destruction or damage to **Premises** of any of **Your** suppliers, manufacturers or processors of component goods or materials in the **Territorial Limits** which shall be deemed to be an **Incident** but excluding the **Premises** of any supply undertaking from which **You** obtain electricity, gas, water or telecommunication services

11. Contractors Extension

We will pay **You** for **Consequential Loss** as a result of loss, destruction or damage to property situated in the **Territorial Limits** not in the occupation of **You** where **You** are carrying out a contract

12. Accidental Failure of Selected Public Supplies Extension

Any of the contingencies specified below shall be deemed to be an **Incident** provided that after the application of all other terms conditions and provisions of the Policy **Our** liability under this memorandum in respect of any one occurrence shall not exceed 20% of the sum insured by this Section or £100,000 whichever is lesser

The contingencies - at the undernoted suppliers if shown as insured below

The accidental failure of

- a) the public supply of electricity at the terminal ends of the supply undertaking's service feeders at the **Premises**
- b) the public supply of gas at the supply undertaking's meters at the **Premises**
- c) the public supply of water at the supply undertaking's main stopcock serving the **Premises** (other than by drought)
- d) the public supply of telecommunications services (other than satellite services) at the incoming line terminals or receivers at the **Premises** in the **Territorial Limits** but excluding any failure
 - i) which does not involve a cessation of supply for at least 12 hours
 - ii) due to an Exclusion

We shall not be liable for **Consequential Loss** resulting from failure caused by

- i) the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or services
- ii) strikes or any labour or trade dispute
- iii) atmospheric or weather conditions but this shall not exclude failure due to loss, destruction or damage to equipment caused by such conditions

13. Accounts Receivable Extension

In the event of any of **Your** books of account or other **Business** books or records at the **Premises** being so destroyed or damaged by any of the Perils Insured shown as in force in the Schedule and **You** are as a consequence unable to trace or establish the Accounts Receivable in whole or part due to this **We** will pay in respect of any one occurrence

- a) the difference between
 - i) the Accounts Receivable and
 - ii) the total of the amounts received and traced
 - or
 - b) £5,000
- whichever is the lesser amount

Provided that the loss is not more specifically insured in this Section

14. Worrying of Livestock extension

This Part automatically extends to cover worrying of live cattle, horses, pigs, goats and working dogs by dogs, foxes or vermin excluding worrying by **Your** own dog or dogs subject to the limit in respect of any one animal provided that death occurs or destruction on humane grounds is necessary and is certified within 30 days from the occurrence of the worrying. **You** shall take all possible steps to discover the owner of the dog or dogs responsible for the loss and shall without undue delay advise **Us** of the occurrence together with all information known to **You**.

15. Loss on Forced Sale of Dairy Cows

The insurance under this item is limited to loss sustained by **You** in consequence of an **Incident** at the **Premises** necessitating forced sale of dairy cows. The amount recoverable shall be the difference between the sale price and the current value within the herd but not exceeding £2,500 in respect of each animal sold nor in the aggregate the sum insured. Provided that such diminution of value shall not include the value of milk which would have been produced during the **Indemnity Period**.

Memoranda applicable to Section 3

1. New Business Clause

For the purpose of any claim arising from an **Incident** occurring before the completion of the first years trading of the **Business** at the **Premises** the terms **Annual Gross Revenue Standard Gross Revenue Annual Gross Rentals** and **Standard Gross Rentals** shall bear the following meanings and not as within stated

* Annual Gross Revenue

The proportional equivalent for a period of twelve months of the **Gross Revenue** realised during the period between the commencement of the **Business** and the date of the **Incident**

* Standard Gross Revenue

The proportional equivalent for a period equal to the **Indemnity Period** of the **Gross Revenue** realised during the period between the commencement of the **Business** and the date of the **Incident**

* Annual Gross Rentals

The proportional equivalent for a period of twelve months of the **Gross Rentals** realised during the period between the commencement of the **Business** and the date of the **Incident**

* Standard Gross Rentals

The proportional equivalent for a period equal to the **Indemnity Period** of the **Gross Rentals** realised during the period between the commencement of the **Business** and the date of the **Incident**

* to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Incident** or which would have affected the **Business** had the **Incident** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Incident** would have been obtained during the relative period after the **Incident**

2. Uninsured Working Expenses

If any working expenses of the **Business** be not insured by this Section (having been deducted in arriving at the **Gross Profit** or **Gross Revenue** as defined herein) then in computing the amount recoverable hereunder as an increase in cost of working that proportion only of any additional expenditure shall be brought into account which the **Gross Profit** or **Gross Revenue** (whichever is applicable) bears to the sum of the **Gross Profit** or **Gross Revenue** (whichever is appropriate) and the Uninsured Working Expenses

3. Special Condition of Average Clause

Any insurance on **Livestock Agricultural Produce and Deadstock** is subject to the following Special Condition of Average

If such sum shall at the commencement of any **Damage** be less than 75% of the value of the property covered within such sum insured the amount payable by **Us** shall not exceed that proportion of the amount of the **Damage** which the sum insured shall bear to the full value of the Property Insured

Exclusions applicable to Section 3

1. Livestock Exclusion Clause

We will not pay for

- a) **Consequential Loss** resulting from **Damage to Livestock** insured
 - i) in respect of transit for hire or reward
 - ii) where more specific insurance is in place
- b) destruction in compliance with the requirements of any Statute of any order of the Privy Council a Government Department or Local Authority
- c) castration or other surgical operation
- d) unfitness or incapacity to fulfil the functions or duties for which the animal is kept or employed
- e) **Consequential Loss** occasioned by
 - i) the slaughter of **Livestock** due to disease or carried out without **Our** consent except in cases necessitating immediate slaughter on compassionate grounds certified by a qualified veterinary surgeon
 - ii) the death of **Livestock** which does not occur within 30 days of the date of the initial loss **Damage** to such **Livestock** by the Peril Insured giving rise to such death except in respect of unexplained disappearance of **Livestock**
 - iii) confiscation or destruction or requisition by order of the government or any public authority
 - iv) **Damage** to horses whilst hunting
- f) **Consequential Loss** resulting from **Damage to Livestock** insured arising from suffocation howsoever caused

2. Electronic Risks Exclusion Business Interruption Clause

We will not pay for

- (A) **Damage to Data** which shall include but shall not be limited to
 - 1) **Damage** to or corruption of **Data** whether in whole or in part
 - 2) unauthorised appropriation of use of access to or modification of **Data**
 - 3) unauthorised transmission of **Data** to any third parties
 - 4) **Damage** arising out of any misinterpretation use or misuse of **Data**
 - 5) **Damage** arising out of any operator error in respect of **Data**
- (B) **Damage** arising directly or indirectly from
 - 1) the transmission or impact of any **Virus**
 - 2) unauthorised access to a **System**
 - 3) interruption of or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication
 - 4) **Failure of a System**
 - 5) anything described in (A) above

but in respect of (B)1) (B)2) (B)3) and (B)4) this shall not exclude subsequent **Damage** which itself results from any of the covers insured provided that such **Damage** does not arise by reason of any malicious act or omission

SECTION 4 - EMPLOYERS LIABILITY

Only applicable if this Section is shown as operative in the Schedule

Definitions applicable to Section 4

Wherever the following words and phrases appear in this Section they will always have these meanings

Injury - bodily injury, death, disease, illness or nervous shock

Territorial Limits -

- a) anywhere within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man other than **Offshore**
- b) elsewhere in the world other than **Offshore** in connection with temporary visits undertaken in the course of the **Business** by any person normally resident in the territories described in (a) above

We will pay You

all sums that **You** shall become legally liable to pay as damages together with costs and expenses shown below in respect of **Injury** sustained within the **Territorial Limits** during the **Period of Insurance** by any **Employee** arising out of his employment by **You** in the course of the **Business**

Limit of Indemnity

Our liability under this Section for damages costs and expenses payable in respect of any one claim against **You** or series of claims against **You** arising out of one event shall not exceed the amount stated in the Schedule to this Section as the Limit of Indemnity. Costs and expenses shall be deemed to mean –

- a) costs and expenses of claimants for which **You** are legally liable
- b) other costs and expenses incurred with **Our** written consent in respect of any claim which may be the subject of indemnity under this Section
- c) solicitors fees incurred with **Our** written consent for
 - i) defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory duty resulting in **Injury**
 - ii) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death which may be the subject of indemnity under this Section
- d) legal costs and expenses incurred by **You** and at the request of **You** any of **Your** directors or **Employees** with **Our** written consent and costs awarded against **You** or any of **Your** directors or **Employees** arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the **Period of Insurance** under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man provided that the proceedings relate to the health safety or welfare of **Employees**.

We will not pay for

- i) fines or penalties
- ii) costs and expenses insured by any other policy

Extensions applicable to Section 4

1. Additional Persons Insured

- a) In the event of the death of any person entitled to indemnity under this Section **We** will indemnify the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- b) At **Your** request **We** will indemnify
 - i) any **Principal** in respect of liability arising out of **Your** performance of any agreement entered into by **You** with the **Principal** to the extent required by such agreement
 - ii) any of **Your** directors or **Employees** in respect of liability arising in connection with the **Business** provided that **You** would have been entitled to indemnity under this Section if the claim had been made against **You**

- iii) any officer, committee or member of **Your** canteen, sports, social or welfare Organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such
- iv) any of **Your** directors or senior officials in respect of private work undertaken by any **Employee** for the director or senior official

provided that

- i) each such person shall as though he were **You** observe fulfil and be subject to the terms of this Section
- ii) **We** shall retain the sole conduct and control of all claims

2. Compensation for Court Appearance

In the event of the undermentioned persons attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this Section **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 partners or proprietors £500
- b) any of **Your Employees** £250

3. Unsatisfied Court Judgements

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

- a) the judgement for damages is obtained
 - i) in a court of law within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
 - ii) against a company, partnership or individual other than **You** conducting a **Business** at or from premises within the territories described in a) i) above
- b) there is no appeal outstanding
- c) if any payment is made under the terms of this extension the **Employee** or the personal representatives of the **Employee** shall assign the judgement to **Us**

4. Manslaughter Costs Extension

The indemnity provided by this Section extends to include

- a) legal costs and expenses incurred by **You** or any person entitled to indemnity with the prior written consent of **Us** in
 - i) the course of an investigation leading to the offence of
 - ii) defending **You** against criminal proceedings in connection with a charge of
 - iii) an appeal against any conviction resulting from a prosecution for manslaughter, corporate manslaughter, corporate homicide or culpable homicide as a result of any death happening during the **Period of Insurance** which may be the subject of indemnity under this Section of the Policy
- b) prosecution costs awarded against **You** or any person entitled to indemnity as a result of any conviction for such an offence

Provided always that

- 1) The maximum amount payable under this Extension shall not exceed £1,000,000 in all during any one **Period of Insurance**
- 2) **We** shall not be liable to make any payment under this Extension in respect of
 - (a) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by **Us**
 - (b) fines or penalties or the cost of implementing any remedial order or publicity order
 - (c) an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
 - (d) an appeal against any fine, penalty, remedial order or publicity order
 - (e) costs incurred as a result of the failure to comply with any remedial order or publicity order
 - (f) costs and expenses insured by any other policy
 - (g) any investigation or prosecution brought other than under the laws of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Conditions applicable to Section 4

1. Material Facts

You shall give notice to **Us** of any alteration in risk which materially affects this insurance without undue delay

2. Reasonable Precautions

You shall

- a) take all reasonable precautions to prevent occurrences which may give rise to liability under this Section
- b) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority
- c) make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require as soon as reasonably practicable

3. Notification of Claims

In the event of any occurrence which may give rise to a claim under this Section **You** shall without undue delay

- a) give written notice with full particulars to **Us**
- b) forward to **Us** upon receipt every letter, claim, writ, summons or process
- c) notify **Us** of any knowledge of impending prosecution, inquest, fatal accident or ministry inquiry

4. Claims Control

- a) No admission offer promise payment or indemnity shall be made or given by **You** or on **Your** behalf without **Our** written consent
- b) **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 for indemnity or damages or otherwise
- c) **We** shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- d) **You** shall give all information and assistance **We** may require

5. Other Insurances

We will not indemnify **You** in respect of liability which is insured by or would but for the existence of this Section be insured by any other insurance except in respect of any excess beyond the amount payable under such other insurance or which would have been payable under such other insurance had this Section not been effected

We will not provide indemnity in respect of the same liability under more than one Section of this Policy

6. Right of Recovery

This Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man but **You** shall repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law

Exclusions applicable to Section 4

1. Vehicles

This Section does not provide any indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation

2. Radioactive Contamination

So far as concerns the liability of any **Principal** or liability assumed by **You** under agreement and which would not have attached in the absence of such agreement this Section shall not apply to any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

3. Terrorism

The total amount payable under this section shall not exceed £5,000,000 in respect of any one Event arising directly or indirectly out of Terrorism

SECTION 5 – PUBLIC AND PRODUCT LIABILITY

Only applicable if this Section is shown as operative in the Schedule

Definitions applicable to Section 5

Wherever the following words and phrases appear in this Section they will always have these meanings

Hot work - Any work that requires the use of or produces open flames or any other sources of heat or sparks that could ignite flammable or combustible materials.

Injury - bodily injury, death, disease, illness or nervous shock

Pollution and Contamination

- a) Pollution or contamination of buildings or other structures or of water, land or the atmosphere
- b) Loss, damage or bodily **Injury** directly or indirectly caused by such pollution or contamination

Products Supplied

- a) products including containers packaging or instructions sold or supplied
- b) work or services undertaken including goods or materials used by **You** or on **Your** behalf in the course of the **Business**

Territorial Limits

- a) anywhere within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man other than **Offshore**
- b) elsewhere in the world other than **Offshore** in connection with temporary visits undertaken in the course of the **Business** by any person normally resident in the territories described in a) above

Part A – Public Liability

We will pay You

all sums that **You** shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental

- a) **Injury** to any person
- b) physical loss, destruction or damage to tangible property
- c) nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light, air or water
- 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 payable to any claimant or number of claimants as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the amount stated in the Schedule to this Section as the Limit of Indemnity for Part A

Costs

We will in addition

- a) pay all other costs and expenses incurred with **Our** written consent in respect of any claim which may be the subject of indemnity under this Part
- b) pay solicitors fees incurred with **Our** written consent for
 - i) defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory duty resulting in **Injury**
 - ii) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death which may be the subject of indemnity under this Part
- c) indemnify **You** and at **Your** request any of **Your** directors or **Employees** in respect of legal costs and expenses incurred with **Our** written consent and costs awarded against **You** or **Your** directors or **Employees** arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the **Period of Insurance** under the Health and Safety at Work etc Act 1974

or similar safety legislation of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man provided that

- 1) the proceedings relate to the health, safety or welfare of persons other than **Employees**
- 2) **We** will not make payment under c) above in respect of
 - i) fines or penalties
 - ii) costs and expenses insured by any other policy
 - iii) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to
 - iv) indemnity unless consent to the appointment has been agreed by **Us**
 - v) costs and expenses of an appeal unless advice has been obtained from a Queen's Counsel that such appeal has a strong prospect of success
- 3) **We** will stop providing any cover under c) above at such time as **We** cease to have any liability to make a payment in respect of an award of damages under the cover provided by this Section

Extensions to Part A

1. Protection of Livestock

We will indemnify **You** against all sums that **You** shall become legally liable to pay as damages and costs and expenses of claimants in respect of any dog (not owned by **You**) having to be destroyed in order to protect **Your** livestock provided that **You** comply with all conditions set out in Section 9 of the Animal Act 1971 or any amending legislation.

2. Rented Premises

Exclusion 2 b) of Part A of this section shall not apply to **Premises** leased, let, rented, hired or lent to **You** provided that the indemnity will not apply to legal liability in respect of

- a) loss, destruction or damage under agreement unless liability would have attached to **You** in the absence of such agreement
- b) loss, destruction or damage to **Premises** caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by **You** or on **Your** behalf
- c) the first £250 of each and every occurrence of loss, destruction or damage caused other than by fire or explosion

3. Defective Premises Act

Legal liability arising solely by reason of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of any premises previously owned for purposes pertaining to the **Business** and since disposed of by **You** is included within the terms of the indemnity provided in Part A of this Section but indemnity will not apply

- a) in respect of damage to the premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them.
- b) if **You** are entitled to indemnity under any other insurance

4. Contingent Motor Liability

Notwithstanding Exclusion 1 of Part A of this section **We** will indemnify **You** against legal liability in respect of **Injury** loss destruction or damage arising out of the use in connection with the **Business** of any motor vehicle not owned or provided by **You**

The indemnity will not apply to legal liability

- a) in respect of loss, destruction or damage to any such vehicle or to goods conveyed on such vehicle
- b) in respect of **Injury**, loss, destruction or damage arising while such vehicle is being
 - i. driven by **You**
 - ii. driven with **Your** general consent or the general consent of **Your** representative by any person who to **Your** knowledge or the knowledge of **Your** representative does not hold a licence to drive a vehicle
 - iii. used elsewhere than in the **Territorial Limits**
- c) in respect of which **You** are entitled to indemnity under any other insurance

5. Overseas Personal Liability

We will indemnify **You** and if **You** so request any of **Your** directors or partners or **Employees** or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

The indemnity will not apply to legal liability

- a) arising out of the ownership or occupation of land or buildings
- b) in respect of which any person referred to above is entitled to indemnity under any other insurance

Exclusions applicable to Part A

We will not provide an indemnity

1. Vehicles

arising out of the ownership, possession or use by **You** or on **Your** behalf of any mechanically propelled vehicle or attached trailer in circumstances where compulsory insurance or security is required or where insurance is provided by another policy

2. Property under Your Control

in respect of loss, destruction of or damage to

- a) property belonging to **You**
- b) property which is leased, let, rented, hired, lent to or in **Your** custody or control or which is the subject of a bailment to **You**

3. Riding Establishment Acts 1964 and 1970

arising from any activities which constitute the operation of a Riding Establishment as defined in the Riding Establishment Acts 1964 and 1970 or any subsequent legislation

4. Groundworks Exclusion

arising from

- a) the making of sewers or other excavations exceeding in any part a depth of 2 metres from the surface
- b) quarrying, tunnelling, water diversion, dam construction or work within or behind dams

5. Asbestos

- a) In respect of any legal liability for remedying
 - (i) any defect or alleged defect
 - (ii) the presence of **Asbestos, Asbestos Dust** or **Asbestos Containing Materials**in any premises disposed of by **You**
- b) Any legal liability for mental injury or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to **Asbestos Asbestos Dust** or **Asbestos Containing Materials**
- c) Any legal liability for the costs of management (including those of any persons under any statutory duty to manage) removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of **Asbestos, Asbestos Dust** or **Asbestos Containing Materials**.

6. Data

In respect of any legal liability for loss of **Data**

Limitations and Conditions to Part A

1. Hot Work Precautions Condition

It is a requirement of **Your** policy under Part A of this Section that the following precautions must be complied with each time that **Hot Work** is undertaken away from **Your Premises**

- a) the area where the work is to be completed will be cleared of all combustibles
- b) combustible floors and other combustible property which cannot be moved, will be protected by non combustible material and where welding, cutting or grinding equipment is being used, this must extend to at least 6 metres from or beneath the work area
- c) where there is a danger of ignition either directly, or by conduction of heat, through any partitions or walls, the area on the other side must be inspected and combustible material removed
- d) at least one fire extinguisher, of a type suitable for the use required, must be kept adjacent to the work or task and ready for immediate use
- e) no heat producing equipment will be left out of view of its operator or firewatcher whilst lighted or powered or whilst hot
- f) a thorough safety check for signs of fire or combustion around, above or below the work area will be made at regular intervals, for at least 30 minutes after completion of each period of work.

2. Underground Services

It is a requirement of **Your** policy under Part A of this Section that prior to undertaking digging or excavation work **You** shall take all reasonable steps to ascertain the position of all pipes, cables and other underground services including the inspection of plans of all such services and in particular plans held by any local or public utility authority or company

Part B – Product Liability

We will pay You

all sums that **You** shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental

- a) **Injury** to any person
 - b) physical loss, destruction of or damage to tangible property
- occurring anywhere in the world during the **Period of Insurance** and caused by any **Products Supplied**

Limit of Indemnity

Our liability for all damages payable as a result of all occurrences during any one **Period of Insurance** shall not exceed the amount stated in the Schedule to this Section as the Limit of Indemnity for Part B

Costs

We will in addition

- a) pay all other costs and expenses incurred with **Our** written consent in respect of any claim which may be the subject of indemnity under this Part
- b) pay Solicitors fees incurred with **Our** written consent for
 - i) defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory duty resulting in **Injury**
 - ii) representation at a Coroners Court or Fatal Accident Enquiry in respect of any deathwhich may be the subject of indemnity under this Part
- c) indemnify **You** in respect of legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987 or Part 11 of the Food Safety Act 1990 provided that the proceedings relate to an offence alleged to have been committed in the course of the **Business** during the **Period of Insurance** but excluding any indemnity in respect of
 - iii) fines or penalties
 - iv) costs and expenses insured by any other policy

Exclusions applicable to Part B

We will not provide an indemnity

1. Export to USA or Canada

in respect of **Injury** or loss, destruction or damage to property caused by or in connection with any **Products Supplied** which to **Your** knowledge are directly or indirectly exported to the United States of America or Canada

2. Rectification Costs

- a) in respect of the cost or value of any **Products Supplied** or replacement, repair, removal, rectification or reinstatement of any **Product Supplied** where legal liability arises from a defect in or the unsuitability of such **Products Supplied**
- b) for any costs incurred in recalling or modifying any **Products Supplied**
- c) for the costs of remedying any defect or alleged defect in land or premises sold or disposed of by **You** or for any reduction in its value

Part C – Pollution and Contamination Statutory Enforcement Costs

In the event of **Pollution and 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** **We** will indemnify **You** against costs and expenses reasonably incurred or payable by **You** as a direct result of a legally binding order notice or requirement of a government or statutory authority implementing or enforcing environmental protection legislation to take measures necessary in order to neutralise isolate confine abate remove destroy or eliminate such **Pollution and Contamination**

Provided always that

- 1) all **Pollution or Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- 2) the maximum amount payable under this Part in respect of all **Pollution and Contamination** which is deemed to have occurred during the **Period of Insurance** shall not exceed £500,000 in all during any one **Period of Insurance**
- 3) any amount payable by reason of this Part shall form part of and not be in addition to the amount of the Limit of Indemnity specified in paragraph b) of Exclusion 6 of this Section
- 4) **We** shall not be liable in respect of
 - a) any sum incurred or payable in
 - i) remediation of land beyond that necessary so that it no longer poses a significant threat of adversely affecting human health
 - ii) improving surface or ground water beyond its status or condition existing immediately prior to the incident described above
 - iii) reinstatement or reintroduction of plant or animal life
 - iv) measures ordered or required to be undertaken at any alternative site to that directly affected by the incident described above
 - b) a notice to prevent an imminent threat of damage to the environment unless as a result of an incident of **Pollution and Contamination** within the meaning of this policy that has already occurred
 - c) **Pollution and Contamination** of buildings or other structures or of water or land owned, leased or rented by **You**
 - d) any incident which occurs outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

General extensions to this Section

1. Additional Persons Insured

In the event of the death of any person entitled to indemnity under this Section **We** will indemnify the deceased's legal personal representatives but only in respect of liability incurred by such deceased person

At **Your** request **We** will indemnify

- i. any **Principal** in respect of liability arising out of **Your** performance of any agreement entered into by **You** with the **Principal** to the extent required by such agreement
- ii. any of **Your** directors or **Employees** in respect of liability arising in connection with the **Business** provided that **You** would have been entitled to indemnity under this Section if the claim had been made against **You**
- iii. any officer, committee or member of **Your** canteen, sports, social or welfare Organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such
- iv. any of **Your** directors or senior officials in respect of private work undertaken by any **Employee** for the director or senior official

provided that

- i) each such person shall as though he were **You** observe fulfil and be subject to the terms of this Section
- ii) **We** shall retain the sole conduct and control of all claims
- iii) where **We** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not exceed the Limit of Indemnity

2. Cross Liabilities

If more than one Insured is referred to in the Schedule this Section shall apply to each one as if a separate policy had been issued to each (provided that the total amount of indemnity payable to all parties in respect of damages shall not exceed the Limit of Indemnity)

3. Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at **Our** request in connection with a claim for which **You** are entitled to indemnity under this Section **We** will pay **You**

- a) £500 for any of **Your** directors partners or proprietors
 - b) £250 for any of **Your Employees**
- per day for each day attendance is required

4. Manslaughter Costs Extension

The indemnity provided by this Section extends to include

- a) legal costs and expenses incurred by **You** or any person entitled to indemnity with the prior written consent of **Us** in
 - i) the course of an investigation leading to the offence of
 - ii) defending **You** against criminal proceedings in connection with a charge of
 - iii) an appeal against any conviction resulting from a prosecution for manslaughter, corporate manslaughter, corporate homicide or culpable homicide as a result of any death happening during the **Period of Insurance** which may be the subject of indemnity under this Section of the Policy
- b) prosecution costs awarded against **You** or any person entitled to indemnity as a result of any conviction for such an offence

Provided always that

- 1) The maximum amount payable under this Extension shall not exceed £1,000,000 in all during any one **Period of Insurance**
- 2) **We** shall not be liable to make any payment under this Extension in respect of
 - a. the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by **Us**
 - b. fines or penalties or the cost of implementing any remedial order or publicity order
 - c. an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
 - d. an appeal against any fine penalty remedial order or publicity order
 - e. costs incurred as a result of the failure to comply with any remedial order or publicity order
 - f. costs and expenses insured by any other policy
 - g. any investigation or prosecution brought other than under the laws of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- 3) **We** will stop providing any cover under this Extension at such time as **We** cease to have any liability to make a payment in respect of an award of damages under the cover provided by this Section

General Exclusions applicable to this Section

We will not provide indemnity for

1. Aviation and Craft

legal liability arising out of

- a. work in or on aircraft
- b. ownership or work in or on an airport or aerodrome, runways, manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
- c. the ownership possession or use by **You** or on **Your** behalf of any
 - i) aircraft
 - ii) watercraft (other than watercraft not exceeding 8 metres in length or any hand-propelled boat or pontoon)
- d. **Products Supplied** which to **Your** knowledge are for use in or on any aircraft

2. Injury to Employees

legal liability in respect of **Injury** to any **Employee**

3. Liability under Agreement

legal liability assumed by **You** under agreement unless the conduct and control of claims is vested in **Us** but indemnity shall not in any event apply to

- a. liquidated damages fines or penalties
- b. legal liability which attaches by virtue of an express warranty, indemnity or guarantee given or entered into by **You** in connection with any **Products Supplied** and which would not have attached in the absence of such warranty indemnity or guarantee

4. Excess

the amount of Excess stated in **Your** Schedule

5. Professional Risks

legal liability arising out of a breach of a professional duty or service

6. Pollution or Contamination

- a) legal liability in respect of **Pollution and Contamination** other than 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**
All **Pollution and Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- b) **Our** Liability for all compensation payable in respect of all **Pollution and Contamination** which is deemed to have occurred during the **Period of Insurance** shall not exceed in the aggregate the amount shown in the Schedule to this Section as the Limit of Indemnity for Part A

General Limitations and Conditions to this Section

1. USA and Canada

In so far as this Section applies to legal liability arising in the United States of America or Canada or if an action for damages is commenced in these territories or in any subsequent action in connection with these territories is brought elsewhere in the world

- a) **Our** liability in respect of all damages payable together with the costs and expenses of claimants and any other costs and expenses incurred with **Our** written consent shall not exceed the Limit of Indemnity
- b) **We** will not provide indemnity in respect of punitive damages or exemplary damages or aggravated damages or any additional damages resulting from the multiplication of compensatory damages or by way of fines or penalties
- c) **We** will not provide indemnity for **Pollution or Contamination**

2. Material Facts

You shall give notice to **Us** of any alteration in risk which materially affects this insurance without undue delay

3. Reasonable Precautions

You shall

- a) take all reasonable precautions to prevent occurrences which may give rise to liability under this Section
- b) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority
- c) make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require

4. Notification of Claims

In the event of any occurrence which may give rise to a claim under this Section **You** shall without undue delay

- a) give written notice with full particulars to **Us**
- b) forward to **Us** upon receipt every letter, claim, writ, summons or process
- c) notify **Us** of any knowledge of impending prosecution, inquest, fatal accident or ministry inquiry

5. Claims Control

- a) No admission, offer, promise, payment or indemnity shall be made or given by **You** or on **Your** behalf without **Our** written consent
- b) **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 for indemnity or damages or otherwise
- c) **We** shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- d) **You** shall give all information and assistance that **We** may require

6. Discharge of Liability

We may pay the Limit of Indemnity or any lesser sum 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

7. Other Insurances

We will not indemnify **You** in respect of liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected

We will not provide indemnity in respect of the same liability under more than one Section of this Policy.

8. School Visits

It is a requirement of **Your** Policy that thorough hygiene measures should be in place at the **Premises** as advised by the Health and Safety Executive.

Where children are to come into contact with animals adequate washing facilities are to be provided. Those who accompany children on the **Premises** have the responsibility to ensure that hand washing takes place. Adequate signs and notices are to be displayed warning of the dangers of not washing hands and touching animals. Eating and drinking is not to be permitted where animal contact takes place.

SECTION 6 - MONEY

Only applicable if this Section is shown as operative in the Schedule

Part A – Money

Definitions applicable to Section 6 Part A

Wherever the following words and phrases appear in Part A of this Section they will have these meanings

Business Hours - **Your** usual office hours and the working hours (including overtime) during which **You** or **Your Employees** entrusted with **Money** are on **Your Premises** or sites of contracts for the purposes of the **Business**

We will pay You

- 1) a) for loss of **Money** appertaining to the **Business** occurring whilst
 - i. in transit
 - ii. at any of **Your Premises**
 - iii. in a night safe at a bank
 - iv. at the residence of any of **Your Principals** or authorised **Employees**
 - v. in the custody of collectors for 24 hours from the time of receipt or until the next working day whichever is the later

anywhere in the **Territorial Limits** up to the Limits of Liability stated in the Schedule to this Section subject to the limit any one loss of crossed cheques, crossed postal orders, crossed money orders, crossed bankers drafts, National Savings Certificates, Credit card company sales vouchers or receipts, National Insurance stamps affixed to cards and VAT purchase receipts being £250,000
- b) for loss, destruction or damage to safes and strongrooms resulting from theft of **Money** or any attempted theft
- 2) pay for loss, destruction or damage to clothing and personal effects belonging to **You** or any of **Your Employees** caused by robbery or attempted robbery occurring in the course of the **Business** subject to a limit of £500 in respect of any one person
- 3) pay for loss, destruction or damage to cattle identification documents and / or cattle passports up to a limit of liability of £1,500 in total

We will not pay You

- a) for loss from unattended motor vehicles
- b) for loss arising from fraud or dishonesty of **Your Employees** or any member of **Your Family** unless such loss be discovered within fourteen working days of the occurrence
- c) for loss due to clerical or accounting errors
- d) for loss insured (or which would but for the existence of this Section be insured) by any Fidelity Guarantee or Theft Policy except for the excess of any amount recoverable (or which would but for the existence of this Section be recoverable) under any other Policy
- e) for losses occurring outside the **Territorial Limits**

Conditions Applicable to Part A

- 1) **You** shall keep a daily record of the amount of money contained in safes or strongrooms and such record shall be deposited in a secure place other than the said safes or strongrooms and be produced as documentary evidence in support of a claim under this Section. The keys of safes or strongrooms shall not be left on the **Premises** out of **Business Hours** unless the **Premises** are still occupied by **You** or any of **Your Employees** in which event such keys if left on the **Premises** shall be deposited in a secure place not in the vicinity of safes or strongrooms.
- 2) Whenever **Money** in transit exceeds the undermentioned amounts it is a requirement of **Your** policy that it shall be accompanied by not less than the specified number of able bodied persons authorised by **You**
 - a) £2,500 – 2 persons
 - b) £5,000 – 3 persons
 - c) £10,000 – As agreed by **Us** and detailed in the Schedule to this Section

Part B – Personal Accident – Assault

Definitions applicable to Section 6 Part B

Wherever the following words and phrases appear in Part B of this Section they will have these meanings

Insured Person - Any of **Your Principals** or **Employees** within the age limits of 16 and 70 years inclusive

We will pay You

If any **Insured Person** shall suffer bodily injury sustained as the result of

- a) robbery or attempted robbery or
- b) hold-up or attempted hold-up

in the course of the **Business** (which injury shall be the sole and direct cause of death or disablement as described in the Table of Compensations) **We** will pay **You** in trust for the **Insured Person** or in the event of death for the personal representatives of the **Insured Person** compensation upon the basis of and in accordance with the Table of Compensations

For the purposes of item 5 of the Table of Compensations the compensation payable shall not exceed the **Insured Persons** average weekly remuneration from **You** over the period of 13 weeks immediately prior to the event giving rise to the bodily injury

Provided always that

- a) the **Insured Person** shall not be entitled to compensation under more than one of the items of the Table of Compensations in respect of the same injury
- b) no further liability to make any payment under Part B in respect of any **Insured Person** shall attach to **Us** after a claim under one of items 1 to 4 has been admitted and become payable
- c) this extension does not insure against death or disablement arising from or influenced by any existing physical defect or infirmity of the **Insured Person**

Table of Compensations

- 1) Death* £10,000
- 2) Total loss or permanent and total loss of use of one or more limbs £10,000 *
- 3) Total and irrecoverable loss of all sight in one or both eyes £10,000 *
- 4) **Permanent Total Disablement** from engaging in or giving attention to the **Insured Persons** usual profession or occupation £10,000*
- 5) **Temporary Total Disablement** from engaging in or giving attention to the **Insured Persons** usual profession or occupation – compensation (while the **Insured Person** shall be so disabled) for a period not exceeding 104 weeks in respect of any one injury calculated from the date thereof at the rate of £100 per week subject to this not exceeding the **Insured Persons** weekly remuneration from **You**
- 6) Reimbursement of incurred medical expenses up to 15% of the benefit payable under 4 above
- 7) Professional counselling to help **You** or any **Employee** recover from emotional stress resulting from an assault insured by this section up to £1,000 per **Insured Person** but not more than £5,000 any one incident

*Occurring within 2 years of the event giving rise to the bodily injury

Conditions Applicable to Part B

1. Notice of every injury in respect of which a claim is to be made shall be given to **Us** in writing without undue delay but in any case within three months of the event giving rise to the injury

2. All certificates, information and evidence required by **Us** shall be furnished at **Your** expense and shall be in such form and of such nature as **We** may prescribe. The **Insured Person** as often as required shall submit to medical examination at their own expense in respect of any alleged bodily injury.

3. **We** shall in the case of death of the **Insured Person** be entitled to have a post-mortem examination at **Our** own expense

SECTION 7 – SELECTED ALL RISKS

Only applicable if this Section is shown as operative in the Schedule

Definitions applicable to Section 7

Wherever the following words and phrases appear in the Schedule they will always have these meanings

Europe - Anywhere in Europe

Worldwide - Anywhere in the World

We will pay You

for any loss, destruction or damage to any of the Property shown in the Schedule by any accident or misfortune of a fortuitous nature occurring at the location shown in the Schedule for an amount in respect of loss, destruction or damage to property - the cost of repair or the current replacement value without deduction for wear and tear provided that all necessary repairs or replacements are carried out without delay

Exclusions

This Section does not cover

- a) the excess stated in **Your** Schedule and a further £50 in respect of Theft claims from unattended vehicles
- b) loss, destruction or damage arising from wear and tear or from any process of cleaning or restoring or adjusting or repairing
- c) loss, destruction or damage arising from or attributable to the action of light or atmosphere, moths, parasites or vermin
- d) loss by official confiscation or detention
- e) loss, destruction or damage to any electrically driven machine or apparatus directly caused by its own overrunning, short-circuiting, self-heating or by the application of excessive electrical energy or mechanical derangement not arising from external impact
- f) loss, destruction or damage to any component part of any item insured in the Schedule while such part is removed from its normal position in the item
- g) loss, destruction or damage arising from the infidelity or dishonesty of **You** or **Your Employees** or other persons to whom property insured may be entrusted
- h) Theft where possession is obtained by any fraudulent scheme, trick, device or false pretence
- i) losses due to unexplained shortage or disappearance
- j) any other loss resulting from an incident giving rise to a claim under this Section not directly caused by that incident

SECTION 8 – PERSONAL ACCIDENT AND SICKNESS AND AGRICULTURAL WAGES BOARD COVER

Only applicable if this Section is shown as operative in the Schedule

Definitions applicable to Section 8

Wherever the following words or phrases appear in this Section they will always have these meanings

Deferment Period - The initial period of temporary disability during which **We** will not pay the benefit under insured perils 5, 6 & 7. This period will be stated in **Your** Schedule.

Injury - Accidental bodily injury (not consisting solely of illness, disease or disorder) caused solely and directly by violent, accidental, external and visible means resulting directly and independently of any other cause within two years in death, loss or disablement as described in the Schedule of Benefits

This definition includes -

- a) unavoidable exposure to the elements
- b) accidental drowning, gassing or poisoning
- c) injury sustained whilst lawfully arresting or detaining or assisting to arrest or detain a criminal or suspected criminal

Insured Person(s) - All **Your Principals**, partners, directors or **Employees** who are under a contract of service or apprenticeship with **You** unless otherwise specified

Sickness and Disease - Sickness resulting within two years of its commencement in paralysis, loss or disablement

Occupation - The occupation of the **Insured Person** described in the Schedule and no other for the purposes of this Section

Permanent Total Disablement - Disablement which having lasted for a continuous period of 12 months is in the opinion of a qualified medical practitioner unlikely to improve and prevents an **Insured Person** from undertaking their usual **Occupation**

Temporary Total Disablement - Disablement which temporarily prevents an **Insured Person** from undertaking their usual **Occupation**

Temporary Partial Disablement - Disablement which temporarily prevents the **Insured Person** from undertaking a substantial part of their usual **Occupation**

Loss of limb - Loss by permanent severance or permanent loss of use at or above the ankle or wrist

Loss of sight hearing or speech - Total and irrecoverable loss of:-

- all sight, in one or both eyes
- hearing or;
- speech

Yearly Earnings - The total wages or salaries (exclusive of all allowances) shown in the wages and salaries books as having been paid to an **Insured Person** for the 52 weeks immediately preceding the date of bodily **Injury** or if the period of employment with **You** is less than 52 weeks the total wages or salaries (exclusive of all allowances) paid by **You** to an **Insured Person** divided by the number of weeks during which such **Insured Person** has been employed by **You** and the result multiplied by 52

Weekly Wage or Earnings - One fifty-second part of the **Yearly Earnings**

Medical Expenses - Those expenses necessarily incurred by an **Insured Person** for medical, surgery, manipulative, massage, therapeutic, x-ray or nursing treatment including the cost of medical supplies and ambulance hire but excluding the cost of board and lodging

Cover

Personal Accident and Sickness

Where during the **Period of Insurance** an **Insured Person** sustains **Injury** or **Sickness** in accordance with the terms of this Section **We** will pay **You** the benefits stated in **Your** Schedule

Provided that

Our liability for all compensation payable under this Section shall not exceed in total

- a) the amount stated in the Schedule of Benefits for any one **Insured Person** or £500,000 whichever shall be the lesser amount
- b) £2,000,000 in respect of **Insured Persons** as a result of any one occurrence or of all occurrences of a series consequent upon or attributable to one source or original cause

In the event that limitation (b) applies the Benefits payable will be reduced proportionally between the **Insured Persons**

Continental Scale

where indicated in the Schedule to this Section a continental scale of benefits shall mean:-

Injury occurring anywhere in the World during the **Period of Insurance** resulting within two years in

		Benefit shown in Your Schedule
Permanent Total Disablement		100%
Loss of sight		100%
Loss of speech		100%
Loss of hearing in both ears		100%
Loss of hearing in one ear		50%
Loss by permanent severance or the total and permanent loss of use of	Any one limb	100%
	A thumb (at least one complete bone)	20%
	Any finger or big toe (at least one complete bone)	10%
	Any other toe (at least one complete bone)	5%
Temporary Total Disablement		As stated in Your Schedule
Temporary Partial Disablement		As stated in Your Schedule

Benefit for any permanent disability not noted above will be calculated by **Us** with reference to a medical assessment of the degree of disability relative to the above scale without reference to any occupation provided that

- i) the total payable shall not exceed 100% of the benefit for each **Insured Person** as the result of any one **Injury**
- ii) if the benefit is payable for the loss of or loss of use of a whole limb then benefits for parts of that limb cannot also be claimed

Any existing disability will be taken into account in assessing benefits payable in respect of any subsequent **Injury**

Agricultural Wages Board Cover

Where indicated in the Schedule to this Section the cover provided extends to compensate **You** in respect of any obligation under the provisions of the Agricultural Wages Act 1948 (or any subsequent amending legislation) to pay sick pay (as defined in the legislation) to any **Insured Person** but only to the extent that **You** are unable to recover such payment from any other source

Extensions applicable to Section 8

1. Disappearance

If the **Insured Person(s)** disappear during the **Period of Insurance** and remain missing for more than 12 months **We** will pay the Death benefit shown in the Schedule to this Section providing sufficient evidence is produced to show that death of the **Insured Person** was likely to have been caused by **Injury**

In the event of a claim payment being made under this clause and the **Insured Person(s)** being found to be alive **You** shall refund the said payment to **Us**

2. Hi-Jack/Kidnap/Unlawful Detention

If the **Insured Person** shall be the subject of a hi-jack or any attempted hi-jack kidnap or unlawful detention and shall be under the control of the person(s) making such hi-jack kidnap or unlawful detention anywhere in the world **We** shall pay an amount of £50 for each day or part of a day that the **Insured Person** is so detained up to a maximum period of 30 days in respect of any one claim

Conditions applicable to Section 8

1. Changes in Circumstances

You shall give notice to **Us** before each renewal period of any **Injury** disease physical defect or infirmity by which any **Insured Person(s)** have become affected during the previous **Period of Insurance**

You must notify **Us** as soon as possible any change which may materially affect this insurance.

Exclusions to Section 8 (not applicable in respect of Agricultural Wages Board cover)

We will not pay benefits

1) in respect of **Injury**

- a) caused by engaging in or practising for
 - i) aeronautics or aviation other than as a fare paying passenger of a properly licensed passenger aircraft
 - ii) racing on wheels or on horseback, motor cycling or pillion riding or underwater activities involving the use of breathing apparatus
 - iii) mountaineering, rock climbing or potholing
 - iv) any sport undertaken in a professional or semi-professional basis
 - v) operational duties as a member of the Armed Forces
- b) caused by self inflicted injuries (other than in an attempt to save life) or suicide
- c) for insured peril 6 (**Temporary Partial Disablement**) for any amount over 50% of the maximum weekly benefit underwriters will pay under insured peril 5

2) in respect of **Sickness** or **Injury**

- a) resulting from any existing physical or mental **Sickness** or **Injury** or defect or other condition which the **Insured Person**
 - i) was aware at the inception of this insurance or
 - ii) was aware prior to including that **Insured Person** on this insurance or
 - iii) has suffered in the 12 months immediately preceding the inception of this insurance
- b) sustained whilst under the influence of or disablement due wholly or partly to the effects of alcohol or drugs other than drugs taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner but not for the treatment of drug addiction
- c) arising directly or indirectly from war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or civil commotion assuming the proportions of or amounting to an uprising military or usurped power involving
 - i) The United Kingdom
 - ii) The United States of America
 - iii) France
 - iv) The People's Republic of China
 - v) Any of the Republics previously forming the United Soviet Socialist Republics

- vi) Any war in Europe whether declared or not (other than civil war but including any action involving forces of or forces acting for the United Nations) in which the above nations or their armed forces are engaged

It is agreed that this Exclusion shall not apply in the event of an **Insured Person** sustaining **Injury** whilst on a journey outside their normal country of domicile which commenced prior to the outbreak of war.

- d) arising directly or indirectly from **Terrorism** except where caused by nuclear chemical or biological attack
- e) Any **Insured Person** over 75 years old or over 60 years old in respect of **Sickness** cover
- f) for the amount of the Excess or **Deferment Period** as shown in the Schedule to this Section
- g) for **Medical Expenses** necessarily incurred above 10% of the total amount payable under insured perils 1-4 as shown on the schedule of insurance or above 25% of the amounts paid under insured perils 5,6 & 7 as shown on the schedule of insurance whichever is the greater or in any event the amount incurred exceeding £10,000 for each **Insured Person**.

Exclusions to Section 8 (not applicable in respect of Personal Accident & Sickness cover)

We will not pay benefits

1. in respect of **Sickness and Disease** or **Injury** caused by self inflicted injuries (other than in an attempt to save life) or suicide

SECTION 9 – GOODS IN TRANSIT

Only applicable if this Section is shown as operative in the Schedule

Definitions applicable to Section 9

Wherever the following words and phrases appear in this Section they will always have these meanings

Any One Event - Any one occurrence or series of occurrences attributable to one original cause

Property - Goods and tools belonging to **You** or for which **You** are responsible relating to the **Business** except for any goods specifically excluded by this Section

Territorial Limits - Anywhere including the sea crossings in or between England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man and Eire

Vehicle - Motor vehicle articulated vehicle trailer semi-trailer

Vehicle Sum Insured - The maximum **We** will pay in respect of **Property** on any one **Vehicle**

We will pay You

for loss, destruction or damage to **Property** in transit within the **Territorial Limits** whilst carried by any reasonable means of conveyance. Cover commences when the **Property** is lifted by **You** or **Your Employees** immediately prior to loading and continues until the **Property** is placed in position (excluding erection dismantling or installation) by **You** or **Your Employees** at destination including loading and unloading. The maximum **We** will pay for **Any One Event** shall be the amount shown in the Schedule as the limit **Any One Event**

In addition to the limit **Any One Event** shown in **Your** Schedule **We** will also pay **You**

- 1) **Expenses** reasonably incurred by **You** in
 - a. the removal of debris and site clearance of **Property** damaged whilst in transit from the immediate area of the site where the loss, destruction or damage occurred
 - b. transferring **Property** to any other **Vehicle** following fire collision overturning or impact of the conveying **Vehicle** including carrying the **Property** to original destination or to place of collection
 - c. reloading onto the **Vehicle** any **Property** which has fallen from the **Vehicle**
 - d. resecuring the **Property** where there is dangerous movement of the load in transit up to an amount not exceeding £1,000 for **Any One Event**
- 2) for loss, destruction or damage (excluding wear and tear) to tarpaulins, sheets, trailer curtains, ropes, chains, webbing straps and packing materials which belong to **You** or for which **You** are responsible whilst carried on any **Vehicle** used for conveying **Your Property** up to a limit of liability of £1,000
- 3) up to £500 for loss, destruction or damage to drivers or drivers mates personal effects (excluding wear and tear) whilst they are in **Vehicles** operated by **You** but **We** will not pay for audio, visual or telecommunications equipment or clothing, watches and jewellery following a claim under this section that **We** have agreed to pay

The maximum **We** will pay under this Section including any extensions for **Any One Event** shall be the amount shown in the schedule as the limit **Any One Event**

Extensions applicable to Section 9

These only apply if shown in the Schedule to this Section Reference Number

1. Travellers Samples

We will pay **You** for loss, destruction or damage to travellers samples relating to the **Business** shown in the Schedule to this Section

2. Stockroom and Hotel

We will pay **You** for loss, destruction or damage to **Property** or travellers samples whilst temporarily removed from the **Vehicle** and kept in a stockroom, hotel or private dwelling house provided that they remain in the custody and control of **You** or **Your Employees**

3. Property on Approval with Customers

We will pay **You** for loss, destruction or damage to **Property** whilst on **Customers** premises on approval excluding loss, destruction or damage whilst in use We will pay up to £20,000 under this extension for **Any One Event**

4. Property on Demonstration

We will pay **You** for loss, destruction or damage to **Property** whilst on any **Premises** for demonstration purposes excluding loss, destruction or damage caused during the demonstration itself We will pay up to £20,000 under this extension for **Any One Event**

5. Exhibitions

We will pay **You** for loss, destruction or damage to **Property** and stands belonging to **You** or for which **You** are responsible whilst at exhibitions but excluding

- i) loss, destruction or damage due to atmospheric climatic or weather conditions of any kind or due to flood
- ii) loss, destruction or damage to machinery due to its own running or operation
- iii) breakage of china, glass or scientific instruments or any other **Property** of a brittle or fragile nature unless resulting from fire

Conditions applicable to Section 9

1. Your Duty Of Care

You must take all reasonable care to prevent/minimise loss or loss, destruction or damage to **Property** If the **Vehicle(s)** is/are left unattended. **You** must ensure that all doors and the boot are securely locked and windows and other openings are securely closed. **You** must also take reasonable care when selecting **Employees**.

2. Average

If at the time of any loss, destruction or damage the total value of the **Property** on the conveying **Vehicle** to which this insurance relates shall exceed the sum insured in respect of such **Property** on such **Vehicle** then **You** shall be deemed **Your** own Insurer for the difference and shall bear a proportional share of the loss, destruction or damage accordingly. This will be the amount that the **Vehicle Sum Insured** bears as a proportion to the value of the **Property**.

3. Basis of Claims settlement

This will normally be a payment in money but **We** have the option to repair, replace or reinstate **Property** lost or damaged. In the event of loss, destruction or damage to any part of a machine which when complete for sale or use consists of several parts **We** will only pay for the value of the part actually lost or damaged including any replacement charges

Exclusions to Section 9

These exclusions apply to the whole Section

We will not pay for

- a) loss, destruction or damage to **Property** caused by or arising from delay
- b) loss, destruction or damage to livestock
- c) loss, destruction or damage to **Money**, stamps, watches, precious stones, jewellery, bullion, any hand held electronic devices or loss of or injury to living creatures
- d) any other loss
- e) natural deterioration
- f) the deterioration of **Property** conveyed in frozen chilled or insulated condition due to
 - i. faulty stowage
 - ii. incorrect setting or operation of the equipment
 - iii. variations in temperature unless directly caused by fire accident (but not breakdown) to the conveying **Vehicle** theft or attempted theft
- g) the excess stated in **Your** Schedule

SECTION 10 – LEGAL EXPENSES

Only applicable if this Section is shown as operative in the Schedule

Definitions applicable to Section 10

Wherever the following words and phrases appear in this section they will have the following meanings

We/Our/Us

Brit Insurance Limited. 55 Bishopsgate London EC2N 3AS

Acts of Parliament

All Acts of Parliament referred to in this Section shall include any subsequent amendments re-enactments or regulations and equivalent legislation enforceable within the **Territorial Limits**.

Administrator

Abbey Legal Protection a trading division of Abbey Protection Group Limited which administers this insurance on **Our** behalf.

Any One Claim

All claims or legal proceedings consequent upon the same original cause event or circumstance shall be regarded as one claim.

Appointed Representative

A consultant solicitor, barrister or other appropriately qualified person appointed to act for **You**.

Awards of Compensation

Basic and Compensatory Awards made against **You** by an Employment Tribunal or settlement thereof subject to the **Administrator's** consent but not including Additional Special Protective Awards Interim Relief arrears of pay or any award of damages under the Equal Pay Act or arising out of failure to comply with awards in respect of reinstatement or re-engagement. **We** will not pay any fine award or damages incurred by deliberately avoiding a payment or liability under statutory requirements. **We** will not pay any redundancy payment or any monies due or properly payable arising under or from a contract of employment service agreement or related document or from any related implied or incorporated terms of a contract of service.

Contracting Party

An individual or company with whom **You** have a direct contractual relationship.

Debt

Monies owed to **You** that have become due and payable.

Debt Collection Service

A Debt collection service nominated by the **Administrator**.

Due Date

The date monies owed to **You** first become due and payable.

Employee

Any person under a contract of service with **You**.

HMRC

HM Revenue & Customs

Legal Advice Line

The legal advisory service provided by **Us** to **You**. If **You** have a legal or tax issue you can obtain free advice by telephoning 0845 543 8712. Whilst this Policy remains in force the service may be used as often as necessary.

Legal Expensesa) **Fees**

- i) Legal fees and disbursements reasonably incurred by the **Appointed Representative** with **Our** consent; and Costs incurred by other parties insofar as **You** are held liable in court or tribunal to pay such costs or
- ii) become liable to pay such costs under a settlement the **Administrator** has agreed to but excluding any costs **You** may be ordered to pay by a court of criminal jurisdiction

b) **Compensation for Court Attendance**

In the event of any of **Your** directors partners or **Employees** attending a hearing at court or tribunal as a witness at the request of the **Appointed Representative** in respect of a claim to which the **Administrator** has consented **We** will provide compensation to **You** for a loss up to £100 per day and up to £1,000 **Any One Claim**.

Professional Duty

Duty owed by **You** in respect of which **You** are required to have in force professional indemnity insurance or an equivalent insurance providing indemnity in the event of a negligent act error or omission.

Professional Expenses

Any fees expenses and other disbursement reasonably incurred by the **Appointed Representative** in connection with any claim or proceedings including those incurred by **Us** in connection with such claim or proceedings but excluding any tax or VAT additional tax or VAT interest or penalties demanded assessed or required by the relevant authorities or other penalties imposed by a court of criminal jurisdiction.

Property

Land and or buildings owned or occupied by **You** or otherwise for which **You** are legally responsible.

Territorial Limits

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

We agree to indemnify You against

Legal and **Professional Expenses** and **Awards of Compensation** as specified in the relevant Parts of Cover as set out in this Section and its Schedule.

We will only indemnify **You** against claims made brought or commenced within the **Territorial Limits** in respect of activities within the scope and extent of **Your Business**. **We** will not be liable to indemnify **You** in respect of claims made in respect of or relating to or arising out of the Exclusions specified in this Policy.

This is a "claims made" Policy. It only covers claims notified by **You** to **Us** during the **Period of Insurance**.

1. Contract Disputes

Legal Expenses incurred in the defence or pursuit of legal proceedings in a contractual dispute with a **Contracting Party** where the contract is for the sale or hire of goods or the supply of a service within the Sale of Goods Act 1979 the Supply of Goods and Services Act 1982 provided that:

- a) **Legal Expenses** incurred in the pursuit of a dispute shall be limited to 75% of the amount in dispute;
- b) the amount in dispute exceeds £250
- c) where the dispute relates to monies owed to **You** and liability for the **Debt** is not contested **You** refer the **Debt** to the **Debt Collection Service** within thirty days of the **Due Date** and agree use of the service shall be paid for by **You**. If the **Debt Collection Service** exhausts its normal recovery procedure and recommends to **Us** legal proceedings are necessary **You** shall immediately notify a claim under this Policy.

Exclusions to 1.

- a) the first £250 of **Legal Expenses** incurred in **Any One Claim**;
- b) breach or alleged breach of the duty of a professional;
- c) bills of exchange credit and securities or guarantee or contracts governed by or disputes relating to the Consumer Credit Act 1974;
- d) assignment agency franchise or bailment other than hire;
- e) employment disputes or any dispute in respect of a contract of service;
- f) landlord and tenant disputes;
- g) any dispute to be determined at Arbitration;
- h) construction contracts as defined by the Housing Grants Construction and Regeneration Act 1996;

- i) insurance contracts;
- j) disputes arising out of the ownership or use of motor vehicles.

2. Employment Disputes

a) **Legal Expenses** incurred by **You** in defending legal proceedings in a dispute with an **Employee** ex **Employee** or prospective **Employee** concerning their contract of employment with **You** or a breach of employment related legislation; and

b) **Awards of Compensation** in respect of such legal proceedings.

provided in respect of parts i) – ix) below **You** have sought and followed with due diligence the advice of the **Legal Advice Line** as to the procedure to be adopted and have received specific authorisation from the **Legal Advice Line**:

- i) prior to carrying out any disciplinary procedure or action;
- ii) prior to the dismissal of an **Employee**;
- iii) prior to notifying an **Employee** of their intended retirement date or retiring an **Employee**
- iv) prior to implementing a redundancy programme and prior to making an **Employee** redundant;
- v) upon notification formally or informally of a grievance from an **Employee** or ex-**Employee**;
- vi) upon notification formally or informally of a complaint of sexual, racial or religious discrimination or discrimination relating to disability, age or sexual orientation;
- vii) prior to any adverse variation of the terms of conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an **Employee's** remuneration);
- viii) immediately an **Employee** walks out with or without notice;
- ix) upon receipt of an appeal from an **Employee** or ex-**Employee** against a decision taken as a result of a disciplinary or grievance procedure or retirement procedure or a decision to dismiss

Exclusions to 2.

Legal Expenses and **Awards of Compensation** under any contractual or legislative provision insofar as any claim arises from or is connected with any business transfer falling within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the Acquired Rights Directive.

3. Criminal Prosecution Defence

Legal Expenses incurred in defending a prosecution in a court of criminal jurisdiction including an appeal by **You** against the service of an Improvement or Prohibition Notice under the Health & Safety at Work Act 1974 or the Food Safety Act 1990.

Exclusions to 3.

- a) the ownership possession hire or use of a motor vehicle;
- b) any prosecution relating to or arising from investigations by the Inland Revenue HM Customs and Excise or the Department of Social Security;
- c) any prosecution alleging violence or dishonesty.

4. Property Disputes

Legal Expenses incurred in any dispute or legal proceedings made by or brought against **You**:

- a) over the physical possession of **Property** provided all statutory and contractual notices have been correctly served by **You**;
 - b) over the terms of a tenancy agreement between **You** and a **Contracting Party** relating to the use or maintenance of the **Property**
 - c) other than with a tenant over the actual or alleged negligence damage or nuisance to the **Property**;
- provided **You** will suffer financial loss if **You** fail to pursue or defend the legal proceedings.

Exclusions to 4.

- i. mining or other subsidence or heave however caused;
- ii. a contract other than agreement for use;
- iii. any dispute relating to planning or building regulations/decisions or compulsory purchase orders or rent or service charges or tax or renewal of a contract for use.

5. Data Protection

Legal Expenses incurred in defending legal proceedings arising out of the Data Protection Act 1998 including an appeal by **You** against a refusal of an application for registration or alteration of registered particulars or an appeal against an Enforcement Deregistration or Transfer Prohibition Notice. **We** further agree to indemnify **You** against compensation awards which **You** are ordered to pay consequent upon the holding loss or unauthorised disclosure of data as defined in Section 13 of the Data Protection Act 1998 provided that any compensation award follows the unsuccessful defence of an action arising out of the Data Protection Act 1998 to which the **Administrator** has consented.

6. Tax Protection

Professional Expenses incurred by **You** in any **HMRC** Investigation against **You** in respect of:

Sub-section 6A – Inland Revenue Investigations

- a) representing **You** in an Inland Revenue detailed investigation (“Full Enquiry”) into **Your** Self Assessment Return only insofar as the enquiry relates to **Your Business** affairs;
- b) representing **You** at an Inland Revenue Employer Compliance dispute into the **Business’s** PAYE returns;
- c) appeals by **You** at an **HMRC** Commissioner’s Hearing (“Hearing”) following a claim in respect of (a) and (b) above and at an appeal against a decision following such Hearing;

provided that:

- i) in the case of a Full Enquiry the Inland Revenue has issued a Notice which:
 - 1) is issued under either S9A Taxes Management Act 1970 (“TMA 1970”) or S12AC TMA 1970 or S24 (1) Schedule 18 Finance Act 1998; and
 - 2) has requested the examination of all **Your Business** books and records;
- ii) in the case of an Employer Compliance dispute there is a reasonable prospect of reducing the liabilities alleged by the **HMRC** and the dispute follows an audit visit by the **HMRC**;
- iii) the Administrator has consented to representation at a Hearing and any subsequent appeal.

Sub-Section 6B – VAT Disputes

- a) representing **You** in respect of the local review procedure in order to reach agreement with HM Customs and Excise;
- b) representing **You** at a VAT and Duties Tribunal;
- c) representing **You** at an appeal against a **HMRC** Tribunal decision;

provided that

- i) a written decision assessment or statement of alleged arrears has been made by **HMRC** into Value Added Tax and/or Value Added Tax default surcharges and misdeclaration penalties;
- ii) the dispute follows a control visit by **HMRC** and there is a reasonable prospect of reducing the liabilities alleged by **HMRC**;
- iii) the **Administrator** has consented to representation at a **HMRC** Tribunal and any subsequent appeal.

Exclusions to 6.

- i) technical or routine treatment of matters not connected with nor arising out of an expression of dissatisfaction with **Your** affairs;
- ii) the defence of a criminal prosecution;
- iii) taxation proceedings which arise out of negligent misstatements or omissions made by or on **Your** behalf in respect of returns or accounts or where there has been a lack of reasonable care in the keeping of **Business** books and records;
- iv) any claim or proceedings which result solely from investigation of earlier accounts or records;
- v) any claim made where the Corporation Tax Self Assessment Return is submitted outside the statutory time limits and/or in a penalty position under Part II Schedule 18 Finance Act 1998;
- vi) any claim made where the Income Tax Self Assessment Return is submitted outside the statutory time limits and/or in a in a penalty position under S7TMA1970 and/or S93TMA1970;
- vii) the preparation and/or correction of Self Assessment Returns accounts Income Tax Returns P11Ds P35s VAT returns or any other statutory returns;
- viii) any investigation undertaken by any of the Special Civil Investigations or Criminal Investigations office of **HMRC** or where a notice 730 or code of practice 8 or 9 notice has been issued by **HMRC**;
- ix) an enquiry into the validity of a claim for Working Families Tax Credit or a dispute concerning the payment of the Working Families Tax Credit by an employer;
- x) any dispute in connection with the payment of the National Minimum Wage;
- xi) a dispute or enquiry in respect of the non-compliance with the IR35 legislation.

LIMITS OF OUR LIABILITY

Our maximum liability under this Section is limited to the amounts specified in the Schedule for a) and b) below:

- a) **Any One Claim**
- b) All claims or legal proceedings made and or notified during the **Period of Insurance**.

Conditions applicable to Section 10

1. Arbitration

Any dispute between **You** and **Us** shall be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties or failing agreement one who is nominated by the President of the appropriate Law Society or Bar Council or appropriate professional body within the **Territorial Limits**.

Conditions for claims settlement applicable to Section 10

1. Notification of Claims

The **Administrator** is to be notified in writing immediately **You** become aware of any cause event circumstance dispute or investigation which has given rise to or which may give rise to a claim or legal proceedings involving **You**.

2. The Administrator's Consent

It is a condition precedent to **Our** liability for **Legal Expenses Professional Expenses** or **Awards of Compensation** that the **Administrator's** consent to incur **Legal Expenses** or **Professional Expenses** must firstly be obtained in writing.

The **Administrator** will grant consent if **You** can satisfy the **Administrator**:

a) it is reasonable to incur **Legal Expenses** or **Professional Expenses**;

and

b) i) **You** have reasonable prospects of recovery of damages or other remedy;

or

ii) **You** have reasonable prospects of a successful defence;

or

iii) where **You** enter a guilty plea in respect of a criminal prosecution (Part 3.) there are reasonable prospects of significant mitigation of **Your** fines or penalties.

If during the course of the claim **You** cease to satisfy the **Administrator** in respect of a) and b) above indemnity will be withdrawn in respect of **Legal Expenses** and **Awards of Compensation** and **Professional Expenses**.

The **Administrator** at its discretion may require **You** to obtain an opinion from Counsel at **Your** expense as to the merits of a claim or legal proceedings.

If **You** elect to proceed with the pursuit or defence of a claim or legal proceedings to which the **Administrator's** consent has been refused through lack of reasonable prospects and if **You** are successful in such pursuit or defence **We** will indemnify **Legal Expenses** or **Professional Expenses** incurred after the **Administrator** has refused consent as if consent had been granted.

3. Conduct of Claim

a) Choice of Appointed Representative

Where recourse is necessary to a lawyer and proceedings are issued **You** are free to choose an **Appointed Representative** with **You** paying the first £1,000 of **Legal Expenses** incurred in respect of **Any One Claim**.

In all other cases The **Administrator** will choose an **Appointed Representative** to act on **Your** behalf in any claim.

The name and address of the **Appointed Representative** **You** propose to instruct must be notified in writing to the **Administrator**. The **Administrator** may accept such nomination provided the **Administrator** is satisfied the nominated **Appointed Representative** will cooperate and enable **You** to comply with the terms of this policy and provided the **Administrator** and the nominated **Appointed Representative** reach agreement as to the **Appointed Representative's** fees.

A dispute about **Your** nomination of an **Appointed Representative** may be referred to Arbitration in accordance with the conditions of the Section.

In all cases the **Appointed Representative** shall be appointed in **Your** name and on **Your** behalf.

b) Disclosure to the Appointed Representative

You must give to the **Appointed Representative** all necessary help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in **Your** possession. **You** must provide obtain or execute all documents as necessary and attend meetings or conferences as requested. Cover may be withdrawn if **You** fail to co-operate at all or within a reasonable time with the **Appointed Representative's** requests.

c) The Administrator's Access to Information

The **Administrator** is entitled to receive from the **Appointed Representative** any information document or advice in connection with any claim or legal proceedings even if privileged. On request **You** will give to the **Appointed Representative** any instructions necessary to secure the required access.

d) Recovery of Costs and Payment of Legal Expenses and Professional Expenses

All bills **You** receive from the **Appointed Representative** must be forwarded to the **Administrator** without delay. If the **Administrator** so requires **You** must ask the **Appointed Representative** to submit the bill of costs for assessment or certification by the appropriate Law Society or court.

You are responsible for payment of all **Legal Expenses Professional Expenses** or **Awards of Compensation**. **We** will reimburse **You** or may settle these direct if requested by **You** to do so.

You must not enter into any agreement with the **Appointed Representative** as to the basis of calculation of **Legal Expenses** without the **Administrator's** written consent.

Whenever **You** are awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to **Us** whether actually recovered or not.

You and **Your Appointed Representative** must make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement, **You** agree that a fair and reasonable proportion of that settlement will be deemed costs and due to **Us**.

e) Value Added Tax

If **You** are registered for VAT **We** will not pay the VAT element of any **Legal Expenses** or **Professional Expenses** bills.

f) Instruction of Counsel and Experts

If in the course of any claim or legal proceedings the **Appointed Representative** wishes to instruct Counsel or an expert their name and an explanation of the necessity for such instruction must be submitted to the **Administrator** for consent to the proposed instruction which will not be unreasonably withheld.

g) Offer of Settlement

It is a condition precedent to **Our** liability hereunder that **You** must inform the **Administrator** in writing as soon as an offer to settle a claim or legal proceedings is received and before **You** propose to make an offer. In any settlement **You** must have regard to **Legal Expenses** or **Professional Expenses** incurred or likely to be incurred and the recovery thereof. Under no circumstances must **You** enter into any agreement to settle without the **Administrator's** prior written consent which will not be unreasonably withheld. If **You** unreasonably reject an offer of settlement that the **Administrator** recommends acceptance of no further indemnity shall be provided by **Us**.

h) Appeal Procedure

If following legal proceedings to which the **Administrator** has consented **You** wish to appeal against the judgment or decision of a court or tribunal the grounds for such appeal must be submitted to the **Administrator** through the **Appointed Representative** immediately or as soon as practicable so the **Administrator** may consider whether to consent to such further action. If an appeal is lodged against a judgment or decision of a court or tribunal made in **Your** favour following legal proceedings to which the **Administrator** has consented **You** must notify the **Administrator** immediately in order that cover shall continue. The **Administrator** will inform the **Appointed Representative** of its decision. If the **Administrator** so requires it **You** must cooperate in an appeal against the judgment or decision of a court or tribunal.

i) Your Insolvency or Liquidation

If **You** become insolvent or are placed in liquidation during the course of any claim or legal proceedings to which the **Administrator** has consented the **Administrator** shall reserve the right to withdraw that consent. **You** shall be deemed insolvent or in liquidation upon the appointment of an office holder within the meaning given by the Insolvency Act 1986 or upon the appointment of a receiver within the meaning laid down in the Companies Act 1985.

Exclusions applicable to Section 10

1. **Your** defence in civil legal proceedings arising from:
 - a) injury or disease;
 - b) loss destruction or damage of or to property;
 - c) alleged breach of any **Professional Duty**;

- d) any tortious liability (other than as specified in Part 4 Property Disputes);
2. any claim or legal proceedings made brought or commenced outside the **Territorial Limits**;
3. **Legal Expenses** or **Professional Expenses** incurred without the **Administrator's** prior written consent;
4. fines or other penalties imposed by a court or tribunal;
5. any dispute with Government or Local Authority departments concerning the imposition of statutory charges;
6. disputes between **You** and other Insured persons as specified in the Schedule or any endorsement thereto, or with any parent or subsidiary company or partner;
7. any claim arising out of the deliberate conscious intentional or negligent disregard by **You** of the need to take all reasonable steps to avoid and prevent claims or legal proceedings;
8. any claim arising out of intellectual property or breach of confidentiality or passing off actions whether related to intellectual property or not;
9. any **Legal Expenses** or **Professional Expenses** incurred in connection with a judicial review;
10. any claim relating to or arising from any cause event or circumstance occurring prior to or existing at inception of this Policy and which **You** knew or ought reasonably to have known may give rise to a claim dispute or legal proceeding by or against **You**;
11. **Legal Expenses** or **Professional Expenses** incurred by the **Appointed Representative** for the routine presentation of **Your** affairs or for matters which go beyond the immediate scope of the claim or legal proceedings;
12. appeals arising out of legal proceedings to which the **Administrator** has not granted consent;
13. any claim or legal proceedings in respect of which the **You** are or but for the existence of this Section would be entitled to indemnity under any other insurance policy or legal aid certificate or representation order;
14. any claim consequential loss legal liability or any loss or damage to property directly or indirectly caused by or contributed to be seepage pollution or contamination of any kind;
15. any disputes between the **You, Us**, the **Appointed Representative** or the **Administrator**.

SECTION 11 – CONTRACTORS ALL RISKS SINGLE CONTRACT ***Only applicable if this Section is shown as operative in the Schedule***

Definitions applicable to Section 11

Where the following words appear in this Section they will always have the following meanings

Constructional Plant and Equipment - Constructional plant, tools, scaffolding and equipment which is **Your** property for use in connection with the Contract

Employees Tools - **Employees** tools and other personal effects for which **You** are responsible and for an amount not exceeding £500 any one **Employee** after the application of the Amount Excluded. All intended for use in connection with the Contract whilst on or adjacent to the site of the Contract

Hired in Plant - Property hired in by **You** for use in connection with the Contract

The Permanent or Temporary Works - The Permanent or Temporary Works executed in performance of the Contract and Materials for use in connection with the Permanent or Temporary Works

Temporary Buildings - Site huts and temporary buildings office furniture fixtures and fittings which is **Your** property for use in connection with the Contract

We will pay You

the value of the property described in the Schedule at the time of loss, destruction or damage or at **Our** option reinstate or repair such property or any part of it

We will also reimburse costs and expenses necessarily incurred by **You** with **Our** consent for

- a) removing debris
- b) dismantling or demolishing
- c) shoring up, propping and fencing off
- d) clearing or repairing drains and service mains on site
- e) architects, surveyors and consultants fees in connection with the reinstatement of the **Permanent and Temporary Works** consequent upon its loss, destruction or damage but not for preparing any claim

Provided that **Our** liability shall not exceed the sum insured or limit of liability shown in the Schedule

Extensions applicable to Section 11

1. Sub-Contractors

In respect of any Contract awarded under the JCT Standard Form of Building Contract incorporating the 1986 Amendment to Insurance and related Liability Provisions and insured under this Section the following alterations to this Section shall apply but only in respect of the **Permanent and Temporary Works**

In respect of loss, destruction or damage to the **Permanent and Temporary Works** by any of the Specified Perils defined in the Contract it is agreed that so far as is required by the sub-contract **We** will not exercise **Your** rights on **Your** behalf against sub-contractors directly engaged by the main contractor provided that the sub-contractor shall as if he were acting as **You** observe, fulfil and be subject to the Terms, Exclusions and Conditions of this Policy

2. Indemnity to Principals

The Insurance by this Section extends to include the interest of **Your** Employer/**Principal** solely to the extent required by the Conditions of Contract in force between **You** and **Your** Employer/**Principal** provided always that such Employer/**Principal** shall as if he were **You** observe fulfil and be subject to the Terms, Exclusions and Conditions of this Policy

3. Immobilised Plant

This Section extends to include the payment of necessary costs incurred in the recovery of property described in the Schedule to this Section which may become immobilised or immovable whilst being used in connection with the Contract. Provided always that the cause of such immobilisation or immovability is the subject of a claim covered by this Section.

4. Local Authorities Clause

The Insurance in respect of the **Permanent Works** includes such additional cost of reinstatement following loss, destruction or damage to the **Permanent Works** as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Municipal or Local Authority but excluding

- a) such costs incurred
 - i) which can be recovered elsewhere
 - ii) where notice has been served upon **You** under any of the aforesaid Regulations or Bye-Laws prior to the happening of the loss, destruction or damage
- b) the amount of any rate, tax, duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with any of the said Regulations or Bye-Laws provided that the work of reinstatement shall be commenced and carried out without unreasonable delay

5. Escalator Clause

In the event of an increase in the value of any Contract the sum insured in respect of the **Permanent and Temporary Works** is automatically increased for such Contract provided that the amount of the said increase shall not exceed 20% of the sum insured

6. Free Materials

The property insured in respect of the **Permanent and Temporary Works** shall include any materials supplied by or provided to **You** for inclusion in The Contract or Works for which **You** are responsible the value of which will not be included in the final valuation of the Works carried out or final Contract price and which are not otherwise excluded from this Section

7. Transit

The insurance extends to include loss, destruction or damage to the property insured whilst in transit within the **Territorial Limits** other than:

- a) by sea or air
- b) any mechanically propelled vehicle under its own power
- c) **Employees Tools**

8. Off-Site Storage

- a) The insurance in respect of the **Permanent and Temporary Works** extends to apply to materials whilst situated at **Your own Premises** or in store or at any manufacturers or suppliers premises anywhere within the **Territorial Limits** provided that the Contractor is responsible for them under the Contract
- b) Where the insurance by this Section includes **Constructional Plant and Equipment, Temporary Buildings** and **Hired in Plant** such property is insured whilst at **Your own Premises** or in a securely locked compound or store **Our** liability under this extension shall not exceed
 - i) £1,000 in respect of non ferrous metals
 - ii) £100,000 or £10% of the Contract price (whichever is the greater) in respect of any other materials

9. Re-drawing Plans/Documents

We will reimburse costs and expenses necessarily incurred in re-writing or re-drawing plans drawings or other contract documents following loss, destruction or damage to plans, drawing or other contract documents up to a maximum amount for any one claim of £25,000

10. Expediting Costs

This Section extends to include payment of extra charges for overtime, nightwork, work on public holidays, express freight, air freight and the like necessarily incurred by **You** following reinstatement or replacement of any damaged property forming the basis of a claim under this Section

11. Hired In Plant

Where **Hired in Plant** is insured this Section will provide indemnity against the legal liability of the Contractor under the terms of hiring agreements.

It is further agreed notwithstanding anything contained to the contrary in Exclusions 5 or 15 of this Section **We** will indemnify **You** against legal liability in the terms of the Hiring Agreement or otherwise

- a) to make good to the owner loss, destruction or damage to any **Hired in Plant** caused by its own breakdown or its own explosion
- b) to pay to the owners of any **Hired in Plant** hire charges incurred as a consequence of and solely due to
 - i) physical damage to **Hired in Plant** or
 - ii) breakdown of **Hired in Plant** due to the negligence, misdirection or misuse by **You** or **Your Employees**Provided that:-
 - I) such hire charges shall be calculated at the appropriate idle time rate for the period during which the plant is necessarily idle due to such damage or breakdown not exceeding 90 days from the time that it was necessarily idle and excluding the first 48 hours
 - II) this extension does not apply to the result of any wilful act or wilful neglect by **You**
 - III) **Our** liability shall be limited to £250 per item per day unless otherwise stated

Conditions applicable to Section 11

1. Reasonable Precautions

You shall take all reasonable precautions to safeguard the property insured and to prevent loss, destruction or damage including any additional precautions necessary as the result of partial or total cessation of work by **You** at any Contract site

Exclusions applicable to Section 11

This Section does not cover

1. Amount Excluded

The excess amount(s) stated in **Your** Schedule

2. Vehicles

Loss, destruction or damage to any mechanically propelled vehicle intended for conveyance of persons materials or plant and for which Insurance or Security under the Road Traffic Acts is necessary

3. Craft or Vessels

Loss, destruction or damage to any waterborne vessel or craft exceeding 8 metres in length or to any aircraft

4. Deeds

Loss, destruction or damage to deeds, bonds, bills of exchange, promissory notes, **Money**, stamps, securities or documents of title, precious metals, precious stones or articles made from precious stones or metals

5. Vehicles Machinery or Plant Breakdown

Loss, destruction or damage to any vehicle or item of plant or machinery caused by its own breakdown or its own explosion

6. Existing Property

Loss, destruction or damage to any existing property including any existing property being altered or repaired

7. Defective Design Material or Workmanship

The cost necessary to replace repair or rectify any of the property insured which is in a defective condition due to a defect in design, plan, specification, materials or workmanship but subject to any other terms and conditions of this section this exclusion shall not apply to the remainder of the property insured which is free of such defective condition but is damaged as a consequence of such defect

8. Normal Upkeep

The cost necessary for normal upkeep or normal making good

9. Certificate of Completion

Loss, destruction or damage to any part of the **Permanent Works**

- a) after such part has been completed and delivered up to the owner tenant or occupier or
- b) after such part has been taken into use by the owner tenant or occupier or
- c) for which a Certificate of Completion has been issued other than where such loss, destruction or damage
 - i) be occasioned during the Defects Liability Period specified in the Contract and arising from a cause occurring prior to commencement of such period
 - ii) is in respect of materials or other insured property on site for the purpose of carrying out remedial works during the Defects Liability Period specified in the Contract and for which **You** are responsible under the terms of the Contract during the said Defects Liability Period
 - iii) within 14 days of the time of issue of such Certificate of Completion and which the contractor is required by the terms of the Contract to insure

10. Water

Any work in, under or over water or adjoining or adjacent to rivers, lakes, reservoirs, dams or tidal waters or within cofferdams or caissons

11. Structures

Any work on bridges, viaducts, subways, tunnels, motorways, dams and nuclear installations

12. Depth

Any work where the depth of excavation exceeds 5 metres

13. Wear and Tear

Loss, destruction or damage due to wear and tear or gradual deterioration, rust, wet or dry rot, contamination, vermin and insects

14. Conditions of Contract

Loss, destruction or damage for which **You** are relieved of responsibility by the Conditions of Contract

15. Penalties Under Contract

Penalties under Contract for delay, detention or loss of use or losses arising in connection with Guarantees of Performance or efficiency or any other loss or damage of any kind

16. Disappearance or Shortage

Loss of any property by disappearance or by shortage where such loss is substantiated only by the making of an inventory or a periodic stocktaking or is not traceable to an identifiable event

SECTION 12 – TERRORISM

Only applicable if this Section is shown as operative in the Schedule

Definitions applicable to Section 12

Where the following words appear in this Section they will always have the following meanings

Damage - accidental loss, destruction or damage

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

Great Britain - England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987)

Virus or Similar Mechanism - any program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs **Data** files or operations whether involving self-replication or not

The definition of **Virus or Similar Mechanism** includes but is not limited to trojan horses, worms and logic bombs

Hacking - unauthorised access to any computer or other equipment or component or **System** or item which processes, stores or retrieves **Data** whether the property of the insured or not

Denial of Service Attack - any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks or network services or network connectivity or information **Systems**
The definition of Denial of Service Attack includes but is not limited to the generation of excess traffic into network addresses and the exploitation of **System** or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

Residential Property - houses and blocks of flats and other dwellings (including household contents and person effects of every description)

Private Individual - any person other than

- a) a Trustee or body of Trustees where insurance is arranged under the terms of a trust
- b) a person who owns **Residential Property** for the purpose of their business as a sole trader

The definition of Private Individual shall include two or more persons where insurance is arranged in their several names and/or **Your** title includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the property insured

Cover

Notwithstanding any provisions to the contrary within this Policy the insurance in respect of all items insured by the Applicable Sections is extended to include Terrorism Insurance as specified below

This Policy includes **Damage** or loss resulting from **Damage** to the Property Insured and consequential loss resulting therefrom insofar and to the extent that it is insured by this Policy in the Territories stated below caused by or resulting from an **Act of Terrorism**

provided always that Terrorism Insurance is

- A subject to Conditions 1 – 3 specified below
- B not subject to any other conditions or exclusions stated in this Policy

provided also that the **Our** liability in any one **Period of Insurance** shall not exceed

BiB Underwriters Farm and Estates Policy

- A in the whole the total sum insured
B in respect of any item its sum insured or any other stated limit of liability specified in the Schedule or elsewhere in the Policy

whichever is the lower subject always to the limit(s) applying to Terrorism Insurance shown against the Territories stated below after application of all the provisions of the insurance including any of **Your** contribution

TERRITORY	LIMIT OF LIABILITY
1. Great Britain	As otherwise specified in this Policy
2. a) The Channel Islands) b) The Isle of Man)	As otherwise specified in this Policy but not exceeding in total £10,000,000
3. Elsewhere in the world	Not insured

Conditions

1. In any action, suit or other proceedings where **We** allege that any **Damage** or loss resulting from **Damage** is not covered by this Policy the burden of proving that such **Damage** or loss is covered shall be upon **You**
2. Any terms in this Policy which provide for adjustments of premium based upon declarations on expiry or during the **Period of Insurance** do not apply to Terrorism Insurance
3. If this Policy is subject to any Long Term Agreement/Undertaking it does not apply to Terrorism Insurance

Exclusions

Terrorism Insurance does not cover

1. **Riot Civil Commotion War and Allied Risks**
any loss whatsoever or any consequential loss directly or indirectly occasioned by or happening through or in consequence of riot, civil commotion, war, invasion, act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
2. **Electronic Risks**
any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from **Damage** to any computer or other equipment or component or **System** or item which processes stores transmits or retrieves **Data** or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **Your** property or not where such **Damage** is caused by **Virus or Similar Mechanism** or **Hacking** or **Denial of Service Attack**
3. **Nuclear Risks and Chemical Biological and Radiological Contamination**
in respect of
 - a) property situated in the Channel Islands and the Isle of Man
 - b) **Residential Property** insured in the name of a **Private Individual**
any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from
 - i) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - ii) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material, chemical and/or biological and/or radiological irritants, contaminants or pollutants

SECTION 13 - COMPUTERS

Only applicable if this Section is shown as operative in the Schedule

Definitions applicable to Section 13

Where the following words appear in this Section they will always have the following meanings

Computer Equipment -

- a) All computer equipment (including interconnecting wiring, fixed disks and telecommunications equipment used for the storage and communication of electronically processed **Data**) but excluding any such computer equipment controlling a manufacturing process
 - b) Ancillary Equipment solely for use with the computer equipment comprising air conditioning equipment, generating equipment, uninterruptable power supply voltage regulating equipment, temperature and humidity recording equipment, electronic access equipment, heat smoke and water detection equipment, lightning and transient over voltage protection devices, computer furniture, gas flooding cylinders and pipework and computer room partitioning
 - c) **Proprietary Software Programs** and other information stored upon fixed disks
 - d) All current and back up computer records (excluding paper records of any description) incorporating stored programs including information thereon)
- owned by or on **Deferred Purchase**, leased, hired or rented to **You** or whilst on trial with a view to purchase by **You**

Deferred Purchase - An arrangement whereby **You** enter into an agreement which entitles **You** to defer payment for **Computer Equipment** for a period exceeding 90 days (or a period in excess of usual trade credit)

Indemnity Period - The period beginning with the occurrence of an **Insured Event** and ending not later than the number of months shown in the Schedule during which the computer operations are affected as a result of the **Insured Event**

Insured Event -

- a) loss, destruction or damage insured under Part A or Part B of this Section
- b) loss, distortion, corruption or erasure of programs or information insured under Part B of this Section
- c) loss, destruction or damage where the cost of repair or remedy is recoverable under any guarantee or agreement for maintenance, rental, hire or lease or any provision in an agreement for the supply of the **Computer Equipment**
- d) loss, destruction or damage to any item of Category (a) or (b) of the Definition **Computer Equipment** due to its own breakdown or derangement
- e) the accidental failure or fluctuations of the supply of electricity to Categories (a) and (b) of the Definition **Computer Equipment** at the **Premises** in which the **Computer Equipment** is situated
- f) the accidental failure of any telecommunications **System** (other than satellite systems) used in connection with the **Computer Equipment**
- g) **You** being denied access to the **Computer Equipment** due to
 - i) loss, destruction or damage to the **Computer Equipment** at or in the vicinity of the **Premises**
 - ii) the exercise by any authority of its powers for the sole purpose of safeguarding life or property

Loss of Interest -

- a) interest payable in respect of loans raised
- b) interest foregone on reduction in investment capital in lieu of loans raised as a direct result of minimising or to minimise the effect of the interruption or interference

Proprietary Software Programs - The package of software programs purchased by **You** with the **Computer Equipment** at the original date of purchase plus any subsequent upgrades excluding any bespoke computer software without **Our** prior consent

Part A – Computer Equipment

We will pay You

In the event that any of the **Computer Equipment** described in the Schedule be lost, destroyed or damaged at the **Premises** the amount of the loss, destruction or damage or at **Our** option replace or repair the **Computer Equipment** or any part of it

Exclusions applicable to Part A Section 13

1. Breakdown

We will not be liable for loss, destruction or damage to the property described in paragraphs (a) and (b) of the Definition **Computer Equipment** due to its own breakdown or derangement unless **You** have in force a maintenance agreement with the manufacturers or other approved company in respect of such **Computer Equipment** providing for

- a) free repairs to or replacement of the **Computer Equipment** following breakdown or stoppage from any internal cause other than **Your** negligence
- b) preventative maintenance or adjustment of mechanical moving parts

2. Excluded Perils

This Part does not cover loss, destruction or damage (other than whilst in transit) caused by fire, lightning, explosion, aircraft or other aerial devices or articles dropped from aircraft, riot, civil commotion, strikers, locked out workers persons taking part in labour disturbances, malicious persons, theft, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal

Part B – Reinstatement of Data

We will pay You

in the event of loss, distortion corruption or erasure of programs including information from any cause not otherwise excluded to property described in paragraphs (c) and (d) of the Definition - **Computer Equipment** whilst at the **Premises** provided that

- a) **Our** liability is limited solely to the cost of reinstating **Data**
- b) **We** shall not be liable for loss, destruction or damage to software insured under Part A

Extensions of Cover applicable to Parts A and B Section 13

The Cover extends to include

1. Debris Removal Costs

Costs necessarily and reasonably incurred with **Our** consent in removal of debris and the protection of the machinery consequent upon loss, destruction or damage insured by this Section Provided **Our** liability under this extension shall not exceed 10% of the sum insured under Part A or £50,000 whichever is the less

2. Consulting Engineers Fees and Investigation Costs

Costs (including consulting engineers fees) incurred with **Our** prior consent in conducting investigations including tests into possible repair replacement or reinstatement of **Computer Equipment** suffering loss, destruction or damage regardless of whether such investigations or tests are successful or not

3. Expediting Costs

Costs necessarily and reasonably incurred in making temporary repairs upon including expediting the repair, reinstatement or replacement of insured items as a result of loss, destruction or damage (but excluding costs recoverable under Part C) provided that **Our** liability shall not exceed 10% of the cost of such loss, destruction or damage or £50,000 whichever is the less

4. Automatic Cover

Additional **Computer Equipment** belonging to **You** or for which **You** are responsible at any existing **Premises** shown in the Schedule until the next renewal date at no additional charge provided that **Our** liability under this Clause does not exceed £250,000 at any one **Premises** or 10% of the sum insured under Part A whichever is the less

5. Incompatibility of Records

Where Part B is insured **We** will pay for

- a) the cost of modifying the **Computer Equipment** insured under Part A
- or
- b) the cost of replacing the **Data** Carrying Materials together with Reinstatement of **Data** whichever is the less as a result of an indemnifiable loss to achieve equivalent compatibility to that existing immediately prior to the loss due to undamaged **Data** Carrying Materials being incompatible with the replacement **Computer Equipment** provided that:-
 - i) the replacement **Computer Equipment** is the nearest equivalent to that lost or damaged
 - ii) the amount payable under this Extension shall not exceed 50% of the sum insured under Part B or £50,000 whichever is the less

6. Loss Avoidance Measures

Reasonable costs incurred in taking exceptional measures to prevent or mitigate impending loss, destruction or damage for which indemnity is provided by Parts A and B provided that

- a) loss, destruction or damage would reasonably be expected if such measures were not implemented
- b) **We** are satisfied that loss, destruction or damage has been avoided or mitigated by means of the exceptional measures
- c) the amount payable will be limited to the cost of loss, destruction or damage which would have otherwise occurred
- d) the terms and conditions of this Policy apply as if loss, destruction or damage had occurred
- e) **Our** liability under this Extension shall not exceed 10% of the sum insured under Parts A and B or £50,000 whichever is the less

7. Accidental Discharge of Gas Flooding Systems

The cost of recharging gas flooding systems installed solely for the protection of the **Computer Equipment** following accidental discharge provided that:-

- a) **We** shall not be liable under this Extension for any loss as a result of gradual leakage or discharge or drop in pressure
- b) **You** shall maintain at **Your** own expense the gas flooding system in accordance with the suppliers and makers recommendations
- c) **Our** liability shall not exceed £10,000 any one loss or 10% of the sum insured under Part A whichever is the less

8. Virus Seek and Destroy Costs

Costs necessarily and reasonably incurred with **Our** consent in locating and removing a detected computer **Virus** infecting Extension shall not exceed 10% of the sum insured under Part A or £5,000 whichever is the less

9. Research and Development Costs

Costs of re-writing any **Data** processing research or development project(s) to the stage they had reached immediately prior to the loss, destruction or damage but excluding any benefit to **You** which would have been obtained from completion of the project(s) had the loss, destruction or damage not occurred provided

- a) that Part B is insured
- b) that the amount payable in respect of any one claim shall not exceed the sum insured under Part B or £5,000 whichever is the less

Special Conditions applicable to Parts A and B Section 13**Unattended Vehicle Security**

It is a requirement of **Your** policy under Parts A and B that whilst any item of **Computer Equipment** is being carried in a vehicle which is left unattended

- a) the doors of the vehicle must be locked and all its windows and other openings fully closed and properly fastened
- b) the vehicle must be in a locked garage or locked parking area if left overnight
- c) the **Computer Equipment** must be concealed from view in a locked boot where such facilities are available or concealed from view by other secure means where such facilities are unavailable (Secure shall mean security devices which have been approved by **Us**)

Memoranda applicable to Parts A and B Section 13

1. Reinstatement

In the event of the property insured by Parts A and B being lost, destroyed or damaged the amount payable shall be the reinstatement of the property. For this purpose reinstatement shall mean

- a) Where any item of **Computer Equipment** suffers loss, destruction or damage to the extent that repair is uneconomic or impractical its replacement by new **Computer Equipment** of equal performance including capacity or if such be impossible its replacement by **Computer Equipment** having the nearest higher performance including capacity to the **Computer Equipment** lost or damaged
- b) Where the **Computer Equipment** suffers loss, destruction or damage the repair of the damage and the restoration of the damaged portion of the **Computer Equipment** to a working condition substantially the same as but not better or more extensive than its condition when new provided that:
 - i) **Our** liability for loss, destruction or damage to **Computer Equipment** shall not exceed the sum insured stated in the Schedule or additionally provided under the Automatic Cover Extension
 - ii) The work of Reinstatement commences and is carried out without unreasonable delay
 - iii) No payment beyond the amount which would have been payable if this Memorandum had not been incorporated shall be made until the cost of Reinstatement shall have been incurred
 - iv) No payment beyond the amount which would have been payable if this Memorandum had not been incorporated shall be made if at the time of any loss, destruction or damage to the **Computer Equipment** insured it shall be covered by any other insurance effected by **You** or on **Your** behalf which is not upon a Reinstatement basis
 - v) Each item insured is declared to be separately subject to the following condition of average namely:-
If at any time of Reinstatement the sum representing 85% of the cost which would have been incurred in Reinstatement in the event there had been a total loss exceeds the sum insured or any further increase allowed under the provisions of the Automatic Cover Extension at the time of loss, destruction or damage to the **Computer Equipment** **You** shall be considered as being **Your** own insurer for the difference and bear a rateable proportion of the loss, destruction or damage accordingly
 - vi) Where by reason of the above provisions no payment is made beyond the amount which would have been payable if this Memorandum had not been incorporated **Our** and **Your** rights and liability in respect of the loss, destruction or damage shall be subject to the terms and conditions of this Policy as if this Condition had not been incorporated

2. Transit or Abroad

The Insurance by Parts A and B extends to cover the property insured thereby whilst at any other situation or whilst in transit anywhere in the world **Our** liability shall not exceed 10% of the sum insured under Part A or £100,000 any one loss whichever is the less whilst the **Computer Equipment** is in transit or located outside the **Territorial Limits**

3. Theft from Unattended Vehicles

Our liability shall not exceed £5,000 any one loss in respect of theft from unattended vehicles

4. Limit of Liability

Our liability under Parts A and B shall not exceed in the whole the total sum insured or in respect of any item its sum insured at the time of the loss, destruction or damage

Exclusions applicable to Parts A and Part B Section 13

The insurance by Parts A and B does not cover

1. Excess

The excess amount stated in **Your** Schedule

2. Maintenance Agreement

Loss, destruction or damage recoverable under the maintenance agreement or any warranty or guarantee or which would be recoverable but for breach of **Your** obligations under the agreement

3. Consequential Loss

Financial loss, loss of profits, loss due to delay or any other loss not specifically insured by this Section

4. Lease Hire Rent Loan or Sale

Loss, destruction or damage of any **Computer Equipment** which is

- a) offered or to be offered for lease, hire, rent or loan by **You**
- b) leased, hired, rented or lent by **You** to others
- c) offered or to be offered for sale or sold by **You** where the sale of such **Computer Equipment** is in the course of **Your Business**

5. Property of Others

Loss, destruction or damage to any **Computer Equipment** which is not owned, leased, rented, hired or loaned to **You** whilst in the custody or control of **You** for programming, repair, service, adjustment, alteration, storage or transit purposes

Part C – Increase in Cost of Working**We will pay You**

If the computer operations of the **Business** are interrupted or interfered with due to the occurrence during the **Period of Insurance** of an **Insured Event** as Increase in Cost of Working the additional expenditure necessarily and reasonably incurred by **You** (including Loss of Interest) during the **Indemnity Period** in consequence of such interruption or interference

Our liability shall not exceed in any one **Period of Insurance**

- a) the sum insured stated in the Schedule and/or
- b) in respect of any **Loss of Interest** 10% of the sum insured stated in the Schedule

Memoranda applicable to Part C Section 13**1. Additional Rental**

In addition to the limit of **Our** liability under this Part **We** will pay for payment of additional lease or rental charges up to an amount not exceeding £15,000 arising out of the replacement of a lease or hire agreement in respect of the **Computer Equipment** by a new contract for similar **Computer Equipment** and consequent upon loss, destruction or damage insured under Part A of this Section

2. Professional Accountants Charges

Any particulars or details contained in **Your** books of account or other **Business** books or documents which may be required under 3. Claims Conditions of the General Conditions for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for **You** and their report shall be verified evidence of the particulars and details to which such report relates. **We** shall pay to **You** the reasonable charges payable by **You** to their professional accountants for producing such particulars or details of any other proofs information or evidence as may be required by **Us** under the terms of Conditions (3) of the General Conditions and reporting that such particulars or details are in accordance with **Your** books of account or other **Business** books or documents. Provided that the sum of the amount payable under this clause and the amount otherwise payable under this Part shall in no case exceed **Our** liability as stated in the Schedule.

3. Current Cost Accounting

For the purpose of this Part any adjustment implemented in current cost accounting shall be disregarded

4. Value Added Tax

To the extent that **You** are accountable to the tax authorities for Value Added Tax all terms in this Part shall be exclusive of such tax

Exclusions applicable to Part C Section 13

This Part does not cover

1. Costs of Reinstatement of Information

Costs of reinstatement of programs including information onto Computer Records including Fixed Disks

2. Exclusion Periods

Increase in Cost of Working incurred during

- a) the first 24 hours following breakdown or derangement of any item of Category (a) of the Definition **Computer Equipment** if a maintenance, rental, hire or lease agreement is not in force on such item - **Insured Event** (c) refers
- b) the first 30 minutes in respect of failure of the supply of electricity – **Insured Event** (e) refers
- c) the first 4 hours in respect of failure of telecommunications equipment - **Insured Event** (f) refers

3. Deliberate Supply/Service Withdrawal

The deliberate act of **You** or any supply authority nor the exercise by any such supply authority of its power to withhold or restrict operation of the supply or system nor **Your** inability or the inability of any such authority to maintain the supply or system due to industrial action by any of its employees

4. Acts of Telecommunications Authorities

The failure of any telecommunications system directly or indirectly due to

- a) the deliberate act of any telecommunications authority or the exercise by any authority of its powers to withhold or restrict operation of the system or the inability of the authority to maintain the system due to industrial action by its employees
- b) the use by **You** of any equipment which is not approved by the telecommunications authority as properly installed and compatible

Memoranda applicable to Parts A B and C Section 13

1. Misuse or Contamination of Computer Systems

In so far as this Section covers loss, destruction damage including Reinstatement of **Data** resulting from misuse of the **Computer Equipment** **Our** liability in respect of such loss, destruction, damage and or Reinstatement of **Data** shall not exceed £100,000 (or the sum insured or any other stated limit of liability if less) after the application of all the provisions of the Section including any Excess

Misuse of the **Computer Equipment** shall mean the deliberate or accidental misuse or contamination of any computer including computerised **System** (including programs and **Data**) from

- a) any act executed through accessing the **System**
- b) any infection of any kind within the **System**

Conditions applicable to Parts A B and C Section 13

1. Claims Notification and Requirements

In the event of loss, destruction or damage for which a claim is to be made under this Section **You** shall retain any damaged machinery or parts for inspection

2. Precautions

You shall

- a) exercise diligence in complying with any statute or order
- b) maintain the **Computer Equipment** in good order and efficient operating condition
- c) observe the manufacturers and suppliers instructions for use, operation, storage, transit and inspection of the **Computer Equipment**
- d) back up information (other than software programs) at least once every forty eight hours, verify and store taking all reasonable precautions in their safe storage and separately maintain one verified back up copy in a location away from the **Premises**
- e) maintain one verified and up to date set of back up software programs in a separate location away from the **Premises**
- f) obtain and keep in force and effect a proper and valid licence in respect of any software programs in **Your** possession

3. Access

We or **Our** representatives shall have right of access to the **Computer Equipment** at reasonable times

4. Alteration or Modification

You shall notify **Us** of any proposed alterations or modifications to the insured **Computer Equipment**

5. Suspension of Cover

We reserve the right to suspend the insurance at any time by written notice to **You** until **Our** requirements have been fulfilled

Exclusions applicable to Parts A B and C Section 13

This Section does not cover

1. Intentional Acts

Loss, destruction or damage caused by

- a) the intentional act or wilful neglect by **You**:
- b) i) intentional overloading
- ii) testing or experiments involving the imposition of any abnormal conditions

2. Wear and Tear

Loss, destruction or damage solely due to

- a) wear and tear, gradual deterioration or rust
 - b) gradually developing defects
 - c) scratching or chipping of painted or polished surfaces
 - d) erosion or corrosion
- but this shall not exclude subsequent loss or damage not otherwise excluded

3. Guarantees of Performance

Penalties for delay or detention or in connection with guarantees of performance or efficiency

4. Excluded Parts

Loss, destruction or damage to safety or protective devices due to their functioning

Making Yourself Heard

If **You** have cause for complaint it is important **You** know **We** are committed to providing **You** with an exceptional level of service and customer care.

We realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens **We** want to hear about it so **We** can try to put things right

Who to contact?

The most important factors in getting **Your** complaint dealt with as quickly and efficiently as possible are

- to be sure **You** are talking to the right person and
- that **You** are giving them the right information.

When You contact Us

- Please give **Us Your** name and a contact telephone number.
- Please quote **Your** Policy and/or claim number and the type of Policy **You** hold.
- Please explain clearly and concisely the reason for **Your** complaint so **We** begin by establishing **Your** first point of contact.

Step One – Initiating Your complaint

Does **Your** complaint relate to

A: **Your** Policy?

B: a claim on **Your** Policy?

If A, **You** need to contact the agent who sold **You Your** Policy.

If B, **You** need to contact whoever is currently dealing with **Your** claim and state **Your** complaint.

In either case if **You** wish to provide written details the following checklist has been prepared for **You** to use when drafting **Your** letter.

- Head **Your** letter 'COMPLAINT'.
- Give **Your** full name postcode and contact telephone number(s).
- Quote the type of Policy and **Your** Policy and /or claim number.
- Advise the name of **Your** insurance agent/firm (if applicable).
- Explain clearly and concisely the reason(s) for **Your** complaint.

The letter should be sent to the person dealing with **Your** complaint along with any other material required.

We expect that the majority of complaints will have been quickly and satisfactorily resolved at this stage but if **You** are not satisfied **You** can take the issue further.

Step Two - If You are still unhappy

Should the response **You** receive be unsatisfactory please refer the matter using the relevant details below

Does **Your** complaint relate to:

A: **Your** Policy?

B: a claim on **Your** Policy?

If A, ask to speak to the Compliance Officer at BiB Underwriters Ltd, Unit 2A, Enterprise House, Valley Street, Darlington, Co. Durham, DL1 1GY Tel 0844 346 0251 Fax 0844 346 0254. Where they cannot assist they will ensure **You** are put into contact with the person who can resolve **Your** complaint.

If B, please contact the relevant Claims Office or BiB Underwriters Ltd, details of which **You** will have received following notifying **Us** of **Your** claim.

Step Three – Contacting Insurers

If **Your** complaint is one of the few that cannot be resolved by this stage **You** should contact

1. For all sections except section 10 of **Your** Policy Customer Relations Manager, Royal & Sun Alliance plc.
Bowling Mill, Dean Clough Industrial Park, Halifax, HX3 5WA Tel: 08001076160 Fax: 01422325146
Email: halifax.customerrelationsoffice@uk.royalsun.com:
2. For section 10 of **Your** Policy Customer Relations Manager, Abbey Protection Group Limited, Minorities House,
2-5 Minorities, London, EC3N 1BJ. Tel: 08706001480 Fax: 08706001481

Step Four - Beyond Insurers

If **We** have given **You Our** final response and **You** are still dissatisfied **You** may refer **Your** case to the Financial Ombudsman Service (FOS) The FOS is an independent body that arbitrates on complaints about general insurance products It will only consider complaints if

- **We** have provided **You** with written confirmation that **Our** internal complaints procedure has been exhausted.
- **Your Business** has a turnover of less than £1,000,000 The Ombudsman can be contacted at Insurance Division Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London E14 9SR Tel: 0845 080 1800 Fax: 020 7964 1001

Referral to the Ombudsman will not affect **Your** right to take legal action against **Us**.

Our promise to You

- Acknowledge written complaints promptly.
- Investigate quickly and thoroughly.
- Keep **You** informed of progress.
- Do everything possible to resolve **Your** complaint.
- Learn from **Our** mistakes.
- Use the information from complaints to continuously improve **Our** service.

Employers' Liability Tracing Office

Only applicable if You have or had cover under Section 4 – Employers Liability

Certain information relating to **Your** insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the ELTO) and added to an electronic database, (the Database).

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance:

Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the Claimants):

to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance policy **You** will be deemed to specifically consent to the use of **Your** insurance policy data in this way and for these purposes.

FAIR PROCESSING NOTICE - applicable to All Sections other than Section 10

How we use your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

Who we are

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, we us and our refers to the Group unless otherwise stated.

How your information will be used and who we share it with

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your information identifier, e.g. Internet Protocol (IP) Address or telephone number supplied by your Service Provider.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

Sensitive Information

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

How to contact us

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA.

Notes:

Notes:



www.bibu.co.uk

BIB Underwriters Limited
Enterprise House
Valley Street
Darlington
DL1 1GY