

# Farm Insurance Policy



# Introduction

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This is Your Farm Insurance policy, setting out Your insurance protection in detail.

Your premium has been based upon the information shown in The Schedule and recorded in the written application You have signed and/or declaration You have made. Please read it carefully to make sure that it meets Your requirements and that the details on The Schedule are correct.

If after reading Your policy You have any questions, please contact your Insurance advisers.

## **Your Cancellation Rights**

For Your cancellation rights, please refer to the Policy Conditions and Home Section of this policy booklet.

# Contents

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This policy booklet consists of individual Sections. It should be read in conjunction with The Schedule which indicates both the Sections You are insured under and gives precise details of the extent of Your insurance protection.

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# The Contract of Insurance

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The contract of insurance between you and us consists of the following elements, which must be read together:

- your policy wording;
- the information contained on your risk presentation Information Provided By You and Statement of Fact document issued by us.
- the policy schedule;
- the certificate of motor insurance,
- any notice issued by us at renewal;
- any endorsement to your policy; and
- the information under the heading “Important Information” which we give you when you take out or renew your policy.

In return for you having paid or agreed to pay the premium, we will provide the cover set out in this policy, to the extent of and subject to the terms and conditions contained in or endorsed on this policy.

This insurance is administered by AB Underwriting, on behalf of Insurers.

The Insurers are

## **Navigators Insurance Company in respect of Environmental Liability.**

Navigators Insurance Company, an indirect wholly owned subsidiary of The Hartford Financial Services Group, Inc. Registered in England and Wales No; FC020634. Registered address 6 Bevis Marks, Floors 7-8, London, England, EC3A 7BA.

Navigators Insurance Company is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. Financial Services Register Number 202980.

## **Aviva Insurance Limited in respect of all other Sections.**

Aviva Insurance Limited. Registered in Scotland No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register Number 202153.

## **Important**

This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information You give Us, or Your insurance adviser when You renew this policy.

## **Breach of Term**

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

## **Terms not relevant to the actual loss**

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

# Complaints Procedure

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## **Our Promise of Service**

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

## **What to do if you are unhappy**

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting insurance adviser.

## **Environmental Liability Section**

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting insurance adviser.

In respect to the Environmental Liability section, please contact AB Underwriting , on behalf of Insurers – Navigators Insurance Company.

## **What will happen if you complain to Aviva**

If we are unable to resolve your concerns quickly, we will:

- Acknowledge your complaint promptly
- Assign a dedicated complaint expert who will review your complaint.
- Carry out a thorough and impartial investigation.
- Keep you updated of the progress.
- Do everything we can to resolve things as quickly as possible.
- Provide a written response within eight weeks of receiving your complaint, this will inform you of the results of our investigation or explain why this isn't possible.

Where we have been unable to resolve your concerns or have been unable to resolve your complaint within eight weeks, you may be able to ask the Financial Ombudsman Service to carry out an independent review.

Whilst we are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the Financial Ombudsman Service by telephone on 0800 023 4567. You can also visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) where you will find further information.

# Important Information

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## **Choice of Law**

The appropriate law as set out below will apply unless You and the insurer agree otherwise:

1. The law applying in that part of the United Kingdom, the Channel Islands or the Isle of Man in which You normally live or (if applicable) the first named policyholder normally lives; or
2. In the case of a business, the law applying in that part of the United Kingdom, the Channel Islands or the Isle of Man where it has its principal place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.

## **Financial Services Compensation Scheme**

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if We cannot meet Our obligations, depending on the type of insurance and the circumstances of Your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk)

## **Customers with Disabilities**

This policy and other associated documentation are also available in large print, audio and Braille. If You require any of these formats please contact your Insurance advisers.

## **Use of Language**

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

## **Telephone call charges and recording**

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

# Services

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## Services Provided by Aviva

The following additional benefits are automatically included with Your policy cover.

### Legal and Tax Helpline

You have automatic access to Our 24 hour legal and tax helpline.

Our consultants will give You confidential advice over the phone on any legal or tax matter affecting Your business under the laws of the United Kingdom. They will tell You what Your legal rights are, what courses of action are available to You and whether You need to consult with Your legal adviser.

There are no consultation fees; You only pay for the cost of the call.

**0345 300 1899\***

### Counselling Service

A counselling service is available for Your staff to help them deal with situations such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

**0117 934 0105\***

### Aviva Risk Helpline

The Aviva Risk Helpline aims to provide You with unlimited competent advice on risk management, compliance, security and health and safety issues, all at the end of a phone.

Staffed by qualified advisers, backed up with specialists and extensive library resources on many aspects of business risk, We can answer the majority of queries on the phone.

Also included is access to Our 'Hardfacts' series of risk management advice sheets, which provide guidance on issues of relevance to the sector You trade in.

The Aviva Risk Helpline is available between 9.00am and 5.00pm Monday to Friday on **0345 366 66 66\*** (with an answering service outside these times).

### Claim Service

A 24 hour, 365 days a year claims line, providing You with emergency assistance whenever it is required.

Notification of a claim triggers Aviva's Total Incident Management process. This enables You to get back to business as usual as rapidly as possible. Upon first notification a Claims Incident Manager will be able to:

- Ensure appropriate help is dispatched quickly in order to minimise impact of an event on Your business. This could include glaziers, builders, plumbers or computer recovery specialists
- Arrange for rapid replacement of stolen goods and equipment
- Set in motion any other steps required to resolve Your claim in the quickest way possible.

**0345 301 2139\***

To notify an environmental incident call the 24 hour, 365 days a year claims line, with emergency assistance whenever required.

**0141 299 7500**

Please provide the following details:

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

\* For our joint protection telephone calls may be recorded and/or monitored

# Policy Definitions

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Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless an alternative Definition is stated to apply. A defined word or phrase will start with a capital letter each time it appears in the policy.

Each Section of the policy contains Definitions. They must be read in conjunction with the following Policy Definitions.

## **Certificate of Motor Insurance**

A document that You must have as proof that You have the motor insurance necessary to comply with any road traffic legislation.

## **Computer and Electronic Equipment**

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

## **Cyber Vandal**

The person(s), whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

## **Data**

All information which is

- (1) electronically stored  
or
- (2) electronically represented  
or
- (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

## **Data Storage Materials**

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

## **Denial of Service Attack**

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

## **Employee**

Any person who is

- (1) under a contract of service or apprenticeship with You
- (2) borrowed by or hired to You
- (3) a labour master or supplied by a labour master
- (4) employed by labour only sub-contractors
- (5) self-employed
- (6) under a work experience or training scheme
- (7) a voluntary helper

while working under Your control in connection with The Business

- (8) an outworker or homeworker when engaged in work on Your behalf.

## **Failure**

Any partial or complete reduction in the

- (1) performance  
or
- (2) availability  
or
- (3) functionality  
or
- (4) ability to recognise or process any date or time of any



## Policy Definitions

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- (a) Computer and Electronic Equipment
- (b) electronic means of communication
- (c) web site.

### Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

### Malicious Contingency

- (1) Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances.
- (2) Malicious persons other than thieves and Cyber Vandals.

### Money

Current

- (1) coins, bank and currency notes
- (2) postal and money orders, bankers drafts, cheques and giro cheques
- (3) crossed warrants, bills of exchange and securities for money
- (4) postage, revenue, national insurance and holiday with pay stamps
- (5) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions
- (6) credit company sales vouchers, luncheon vouchers and trading stamps
- (7) VAT invoices.

### Period of Insurance

From the effective date until the expiry date (both stated in The Schedule) or any subsequent period for which We accept payment for renewal of this policy.

### Specified Contingency

Fire  
lightning  
explosion  
aircraft including other aerial devices and articles dropped from them  
earthquake  
storm  
flood  
escape of water from any tank, apparatus or pipe  
falling trees or branches  
impact  
escape of fuel from any fixed oil heating installation.

### The Business

Activities directly connected with the business specified in The Schedule.

### The Premises

The premises specified in The Schedule.

### The Schedule

The document which specifies details of The Policyholder, The Premises, Property Insured, Sums Insured, Limits of Indemnity and any Excesses, Endorsements and Conditions applying to the policy.

### Virus or Similar Mechanism

Program code, programming instruction or any set of instructions with the ability to damage, interfere with or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not. This includes but is not limited to trojan horses, worms and logic bombs.

### We/Us/Our

In respect of the Environmental Liability Section – Navigators Insurance Company an indirect wholly owned subsidiary of The Hartford Financial Services Group, Inc.

### You/Your/The Policyholder

The persons, companies, partnerships or unincorporated associations named in The Schedule as The Policyholder.

### Property Damage Section

#### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative Definition is stated to apply.

#### Damage

Accidental loss or destruction of or damage to the Property Insured.

#### Defined Contingency

Fire

Lightning

Explosion

Aircraft including other aerial devices and articles dropped from them

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

Earthquake

Underground fire

Fire caused by the Property Insured's own spontaneous fermentation, heating or combustion

Falling trees

Escape of fuel from any fixed heating installation or apparatus

Storm

Storm or Flood

Escape of water from any tank, apparatus or pipe

Impact

Theft or attempted theft.

#### Excess

The amount(s) specified in Your policy or The Schedule which We will deduct from each and every claim at each separate location. The amounts to be deducted after the application of the Average Condition.

#### Property Insured

Property insured as stated in The Schedule.

#### Residential Buildings

Domestic Building(s) belonging to You or for which You are responsible, all within The Premises including:

- (1) interior decorations and landlord's fixtures and fittings including floor coverings, curtains, blinds and domestic white goods
- (2) car parks and garages
- (3) ornamental fountains and ponds, swimming pools and hard courts
- (4) terraces, patios, driveways, footpaths, walls, fences, gates and hedges
- (5) telecommunications aerials, aerial fittings, masts, and closed circuit television (CCTV)
- (6) domestic fixed fuel tanks providing fuel to The Building(s), cess pits, septic tanks, drain inspection covers
- (7) squash courts, gymnasias used by residents for domestic and leisure purposes
- (8) fixed statues, street furniture and lamp posts
- (9) solar panels and wind turbines attached to The Building
- (10) underground pipes, cables and wires.

Unless otherwise stated in The Schedule the Residential Buildings are constructed of brick, stone or concrete and roofed with slates, tiles, concrete, metal or asbestos.

#### Residential Contents

Carpets, domestic furniture and furnishings other than valuables belonging to You and for which You are responsible whilst contained within any Residential Building.

## Asset Protection – Property Damage

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### The Buildings

The Building(s) specified in The Schedule include the following:

- (1) structures on the site of The Premises used for the purposes of The Business including outbuildings, yards, pavements, paths, drives and external fire escapes and staircases
- (2) interior decorations and fixtures and fittings in and on the structures described above
- (3) internal and external fixed glass, sanitary ware and signs
- (4) fixed heating equipment
- (5) solar panels attached to The Building structure
- (6) weighbridges
- (7) boreholes
- (8) underground tanks

Excluding glasshouses, greenhouses, polythene tunnels (and temporary structures of similar construction).

### The Premises

The Premises specified in The Schedule and any other business premises occupied or used by You in connection with The Business.

### Unoccupied

Any farm Building or portion of a farm Building or a Residential Building that is

- (1) untenanted or void  
and/or
- (2) empty, vacant, disused or awaiting refurbishment, redevelopment, renovation or demolition

for a period in excess of 45 consecutive days for farm Buildings or 90 consecutive days for a Residential Building.

### Cover

We will indemnify You in respect of Damage occurring during the Period of Insurance at The Premises by each of the following Contingencies, if the letter set against it is stated in The Schedule.

The Sum Insured under each Item other than Items applying solely to fees, rent, removal of debris, private dwelling houses, churches or buildings in course of erection is separately subject to Average. See Average Condition.

The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on each Item  
or
- (2) the Total Sum Insured  
or
- (3) any other maximum amount payable or Limit of Liability

specified in The Schedule.

### Contingencies

A (1) Fire.

We will not indemnify You in respect of Damage

- (1) caused by explosion resulting from fire
- (2) caused by earthquake, riot or civil commotion or underground fire
- (3) to that portion of any Item caused by its own self ignition, leakage of electricity, short circuiting or over-running
- (4) caused by
  - (a) its own spontaneous fermentation or heating
  - (b) its undergoing any process involving the application of heat.

However, We will indemnify You in respect of Fire resulting from grain drying involving the application of heat.

## Asset Protection – Property Damage

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A (2) Lightning.

A (3) Explosion of

(a) boilers

(b) gas in a building not being part of any gas works

used for lighting or heating the building.

B Explosion.

We will not indemnify You in respect of Damage

(1) caused by the bursting of

(a) a boiler

(b) other equipment

where the internal pressure is due to steam only and belongs to You or is under Your control

(2) to a boiler or other equipment or its contents caused by its own bursting.

However, We will indemnify You in respect of Damage not otherwise excluded if the boiler or other equipment is the subject of a contract providing inspection or maintenance required by any statutory regulation.

C Aircraft including other aerial devices and articles dropped from them.

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

We will not indemnify You in respect of

(1) Damage caused by or happening through

(a) work stoppages

(b) theft or attempted theft caused by malicious persons not acting on behalf of or in connection with any political organisation

(2) Damage while the building is Unoccupied

(3) the Excess.

E Earthquake.

F Underground fire.

G Fire caused by the Property Insured's own spontaneous fermentation, heating or combustion.

H Falling trees.

We will not indemnify You in respect of

(1) Damage caused by felling, lopping or pruning of trees

(2) the Excess.

I Escape of fuel from any fixed heating installation or apparatus.

J Storm and Falling Trees.

We will not indemnify You in respect of

(1) Damage due only to change in the water table level

(2) Damage caused by

(a) escape of water from any water course, lake, reservoir, canal or dam

(b) inundation from the sea

whether resulting from storm or tempest or otherwise

(c) frost

(d) subsidence, ground heave or landslip

(3) Damage to fences, gates and moveable property in the open except where such Damage is caused by falling trees

(4) Damage to growing fruit or crops

(5) the Excess.

K Storm or Flood and Falling Trees.

We will not indemnify You in respect of

(1) Damage due only to change in the water table level

(2) Damage caused by

(a) frost

(b) subsidence, ground heave or landslip

(c) escape of water from any tank, apparatus or pipe

(3) Damage to fences, gates and moveable property in the open except where such Damage is caused by falling trees

(4) Damage to growing fruit or crops

(5) the Excess.

## Asset Protection – Property Damage

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- L Escape of water from any tank, apparatus or pipe.

We will not indemnify You in respect of

- (1) Damage caused by water discharged or leaking from an automatic sprinkler installation
- (2) Damage while the building is Unoccupied
- (3) the Excess.

- M Impact by any vehicle or animal or by goods falling from them.

We will not indemnify You in respect of

- (1) Damage to goods being carried
- (2) the Excess, if the vehicle or animal is owned by or under the control of
  - (a) You
  - (b) any member of Your family
  - (c) any Employee of Yours.

- N Theft or any attempted theft including

- (1) theft of the fabric of the building
- (2) Damage to buildings for which You are responsible.

We will not indemnify You in respect of

- (1) Damage
  - (a) caused by any person lawfully at The Premises
  - (b) in any part of The Premises not occupied by You in connection with The Business or any list of activities described in The Schedule
  - (c) to growing fruit or crops or livestock
  - (d) caused by or consisting of
    - (i) acts of fraud or dishonesty
    - (ii) disappearance
    - (iii) unexplained or inventory shortage
    - (iv) misfiling, misplacing of information or clerical error

- (2) Damage

- (a) where You, or any director, partner or Employee of Yours, or any member of Your household is involved as principal or accessory
- (b) caused by explosion

However, We will indemnify You in respect of Damage where explosives are used in connection with theft or attempted theft, provided Damage by explosion is not insured elsewhere.

- (c) to glass

However, We will indemnify You in respect of Damage to glass which is not insured elsewhere.

- (3) the Excess.

- O Hailstorm prior to harvesting.

We will not indemnify You in respect of

- (1) Damage caused by wind or water
- (2) the Excess.

## Clauses

The following Clauses apply to this Section.

### All Other Contents

This term includes

- (1) documents, manuscripts and business books
- (2) computer systems records
- (3) patterns, models, moulds, plans and designs

but only for

- (a) the value of the materials
- (b) the cost of labour and computer time spent in reproducing them.

The maximum We will pay in respect of computer systems records is £10,000.

We will not pay for

- (i) expenses in connection with producing information to be recorded
- (ii) the value to You of any information lost.

## Asset Protection – Property Damage

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- (4) pedal cycles, tools and other personal items belonging to You, any director, partner or Employee of Yours, customers or visitors but only if they are not otherwise insured.

The maximum We will pay in respect of any one person's property is £1,000.

### Automatic Reinstatement

The Sums Insured specified in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay any additional premium required by Us to reinstate the Sums Insured.

### Basis of Claim Settlement

In the event of Damage to buildings, the basis upon which the amount payable is to be calculated will be stated in The Schedule.

This will be either

- (1) MODERN MATERIALS
- (a) where the building is destroyed - the cost of providing a modern building with comparable facilities.
- (b) where the building is damaged - the cost of repair using modern materials.

For the purpose of the Average Condition, the value and Sum Insured of any applicable building will be calculated accordingly.

or

### (2) REINSTATEMENT

In the event of Damage the basis upon which We will calculate the amount We will pay for any claim will be the reinstatement of the Property Insured lost, destroyed or damaged, subject to the following conditions

- (a) If Property Insured is lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better than or more extensive than, its condition when new.

If such Property Insured is damaged, We will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

However, We will not pay more than We would have done if the property had been completely destroyed.

- (b) The Property Insured may be replaced on another site and in a manner suitable to Your needs, but this must not increase Our liability.
- (c) All work must begin and be carried out as quickly as possible.
- (d) If, at the time of rebuilding or replacement, 85% of what it would have cost to replace the whole of the Property Insured under that Item, is greater than the Sum Insured at the time the Damage occurred, You will be liable to bear a proportionate share of the loss.

- (e) We will not pay
- (i) until You have incurred the cost of replacing or repairing the Property Insured
- (ii) if You, or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement
- (iii) if You do not comply with any of the terms of this Clause.

### Capital Additions

The Buildings and Machinery Item(s) stated in The Schedule are extended to include

- (1) newly built and/or newly acquired buildings and/or machinery
- (2) alterations, additions and improvements to buildings and/or machinery, but not in respect of any appreciation in value

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

The maximum We will pay in respect of any one location is

- (a) 15% of the total Buildings and Machinery Sum Insured by this Section
- or
- (b) £500,000

whichever is the lower.

You must provide Us with details of these extensions as soon as possible, and within six months and specifically insure such extensions with Us, from the date Our liability commenced.

## Asset Protection – Property Damage

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### Change of Occupancy

You must advise Us immediately if

- (1) any building or portion thereof at The Premises becomes Unoccupied
- (2) any Unoccupied building at The Premises becomes occupied.

### Clean Up Costs

We will indemnify You in respect of costs and expenses necessarily and reasonably incurred in cleaning, clearing or removing debris from land at The Premises, and the area immediately adjacent to it, following the escape of oil, effluent waste or fertiliser from any tank owned by You.

Provided that such escape results from Damage by any of Contingencies A-O if insured by this Section.

The maximum We will pay is £25,000 during any one Period of Insurance.

### Debris Removal

Unless separately insured under this Section, the Sum Insured for each Item, other than rent if insured, includes costs and expenses You incur, with Our consent, for

- (1) removal of debris
- (2) dismantling or demolishing
- (3) shoring up or propping

of the parts of the property which have suffered Damage insured under this Section.

We will not indemnify You in respect of costs and expenses

- (1) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- (2) arising from pollution or contamination of property not insured by this Section
- (3) more specifically insured.

### Description of Property

In determining the Item under which property is insured, We will accept the description given in Your business records.

### Drains

The Sum Insured for each Buildings Item extends to include an amount necessarily and reasonably incurred by You, and which We agree to for cleaning and/or clearing of

- (1) drains
- (2) sewers
- (3) gutters

for which You are responsible, following Damage insured by this Section.

### European Union and Public Authorities

Following Damage insured by this Section to any Item of Buildings, permanently fixed machinery and/or plant and attached accessories described in The Schedule, We will pay the additional cost of reinstating the Property Insured necessary to comply with any

- (1) European Union legislation
- (2) Act of Parliament
- (3) bye-laws of any public authority.

We will not indemnify You in respect of

- (1) costs incurred
  - (a) in respect of Damage not insured by this Section
  - (b) where notice was served on You before the Damage occurred
  - (c) where an existing requirement must be completed within a stipulated period
  - (d) in respect of property or parts of the property, other than foundations (unless foundations are specifically excluded) which have not suffered Damage
- (2) any charge or assessment arising from capital appreciation following compliance with any legislation or bye-law.

The reinstatement of the Property Insured

- (1) must begin and be carried out as quickly as possible
- (2) may be carried out on another site and in a manner suitable to Your needs but this must not increase Our liability.

## Asset Protection – Property Damage

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If Our liability under this Section is reduced by the application of any terms or Conditions of this policy, Our liability under this Clause will similarly be reduced.

The maximum We will pay under this Clause in respect of any one Item is the Item Sum Insured.

### Exhibitions, Trade Shows and Markets

The insurance provided by this Section is extended to include Damage whilst at exhibitions, trade shows and markets which do not exceed seven days duration anywhere in Europe including whilst in transit.

The maximum We will pay is £5,000 in respect of any one occurrence.

We will not indemnify You in respect of

- (1) Damage caused by or happening through
  - (a) defective or inadequate packing, insulation or labelling
  - (b) evaporation or ordinary leakage
  - (c) delay
  - (d) inadequate documentation
- (2) shortage in weight
- (3) Damage caused by or happening through riot, civil commotion, strikes, locked-out workers and persons taking part in a labour disturbance
- (4) Damage
  - (a) occurring outside Europe
  - (b) not connected with The Business.

### Falling Trees

**This clause will not apply under any Property Damage Section unless Contingency Storm and Falling Trees or Storm, Flood and Falling Trees is stated as applicable in The Schedule.**

We will indemnify You in respect of

- (1) the cost of removing fallen trees belonging to You or for which You are responsible but only where there has been Damage to property
- (2) the cost of felling, lopping or pruning trees belonging to You or for which You are responsible at The Premises to prevent the immediate threat of Damage to property or for safeguarding life.

The maximum We will pay in respect of (1) and/or (2) above is £2,500.

### Fire Brigade Damage

We will indemnify You in respect of costs and expenses necessarily incurred in reinstating or repairing landscape gardens and grounds following 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 is £25,000.

### Fire Extinguishing Costs

We will indemnify 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 is £25,000.

### Fly Tipping Costs

The insurance provided by this Section is extended to include the costs, necessarily and reasonably incurred, of clearing and removing any property illegally deposited in, on or around The Premises.

The maximum We will pay is £2,500 any one occurrence and £10,000 during any one Period of Insurance.

We will not indemnify You in respect of the first £250 of each and every loss.

### Lamps, Signs and Nameplates

The Sum Insured for each Buildings Item extends to include lamps, signs and nameplates at The Premises.

The maximum We will pay in respect of any one item is £500.



## Asset Protection – Property Damage

We will not indemnify You in respect of Damage arising from

- (1) mechanical or electrical breakdown
- (2) wear and tear
- (3) corrosion or rot.

### Land Agent Fees

We will pay land agents fees necessarily and reasonably incurred with Our consent for time spent negotiating and liaising with Us, loss adjusters and You on claims settlements.

The most We will pay for any one loss is £5,000 and £25,000 in the aggregate. This is in addition to the sum insured.

### Loss of Metered Water

We will pay for charges for which You are responsible if water is accidentally discharged from a metered water system providing service to The Premises.

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

We will not indemnify You in respect of

- (1) Damage while the building is Unoccupied
- (2) the first £250 of each and every loss.

### Loss of Rent and Alternative Residential Accommodation

If Your Residential Building(s) become inhabitable, or access to them is denied as a result of Damage, We will pay for

- (1) Loss or Rent (including ground rent and management charges) You should have received
- (2) the cost of reasonable alternative accommodation incurred by any owner or lessee if this is necessary
- (3) the cost of reasonable accommodation in kennels and/or catteries for dogs and/or cats belonging to the Lessee residing in the residential Buildings, where such pets are not permitted in any alternative accommodation
- (4) temporary storage of Your furniture.

The maximum we will pay in respect of any one claim is 30% of the Residential Buildings Sum Insured.

### Miscellaneous Property

Each Buildings and Machinery Item includes Damage to

- (1) telephone, gas, water and electrical instruments, meters, pipes and cables which You own or for which You are responsible, pertaining to the buildings or machinery while in adjoining yards, on roadways or underground
- (2) plant, conveyors, trunks, cables, lines, wires, service pipes and other equipment and supporting structures in the open or communicating with or adjoining any building insured by this Section.

We will not indemnify You in respect of

- (1) Damage caused by or consisting of
  - (a) an existing or hidden defect
  - (b) gradual deterioration or wear and tear
  - (c) frost or change in the water table level
  - (d) faulty design or faulty materials used in its construction
  - (e) faulty workmanship, operating error or omission by You or any partner, director or Employee of Yours
- (2) Damage caused by or consisting of
  - (a) corrosion, rust or rot
  - (b) dampness or dryness
  - (c) vermin or insects
  - (d) mould or fungus
  - (e) nipple or joint leakage or failure of welds
  - (f) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping
  - (g) mechanical or electrical breakdown or derangement

However, We will indemnify You in respect of

- (i) Damage not otherwise excluded which itself results from a Defined Contingency or any other accidental cause
- (ii) any subsequent Damage which itself results from a cause not otherwise excluded.

## Asset Protection – Property Damage

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### (3) Damage caused by pollution or contamination

However, We will indemnify You in respect of Damage, not otherwise excluded, caused by

- (a) pollution or contamination which results from a Defined Contingency
- (b) a Defined Contingency which results from pollution or contamination.

### (4) Damage caused by or consisting of

- (a) subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe
- (b) normal settlement of new structures

### (5) Damage to a structure caused by its own collapse or cracking

However, We will indemnify You in respect of such Damage if it results from a Defined Contingency and is not otherwise excluded.

### (6) Damage resulting from its undergoing any process of

- (a) treatment, testing or commissioning
- (b) servicing or repair

However, We will indemnify You in respect of such Damage if it is caused by fire or explosion and is not otherwise excluded.

### (7) Damage in respect of property in the course of construction including materials for use in the construction

### (8) Damage more specifically insured by You or on Your behalf

### (9) Damage by pressure waves from aircraft or other aerial devices.

#### Non-Invalidation

The insurance by this Section will not be invalidated by any act, omission or alteration either unknown to You or beyond Your control which increases the risk of Damage.

However, You must

- (1) notify Us immediately You become aware of any such act, omission or alteration  
and
- (2) pay any additional premium required.

#### Our Liability

The maximum We will pay for any one loss is

- (1) the Sum Insured or Limit of Liability for any Item specified in The Schedule at the time of Damage
- (2) in aggregate, the Total Sum Insured.

#### Plan References

Any plan references stated in The Schedule relate to a plan of The Premises lodged with AB Underwriting.

#### Professional Fees

The Sum Insured for each Buildings and Machinery Item specified in The Schedule includes an amount for professional fees necessarily and reasonably incurred in reinstating or repairing Property Insured following Damage insured by this Section.

We will not indemnify You in respect of fees

- (1) more specifically insured
- (2) incurred in preparing a claim.

#### Replacement Locks

Where Contingency N - Theft is insured under this Section We will indemnify You in respect of the cost of replacing locks or lock mechanisms and keys to

- (1) external doors of The Building
- (2) alarm systems
- (3) domestic safes fitted in The Building

Following theft of keys from

- (a) Any director, partner or Employee of Yours
- (b) The home of any director, partner or Employee of Yours.

The maximum We will pay in respect of any one loss is £5,000.

## Asset Protection – Property Damage

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### Subrogation Waiver

In the event of a claim arising under this Section, We agree to waive any rights, remedies or relief to which We may be entitled by subrogation against any company

- (1) whose relationship to You is either a parent to subsidiary or subsidiary to parent
- (2) which is a subsidiary of a parent company of which You are a subsidiary

as defined in or within the meaning of the relevant Companies Act or Companies (N.I.) Order, current at the time of Damage.

### Temporary Removal

We will indemnify You in respect of Damage to

- (1) agricultural produce or machinery and plant insured by this Section while being transported by road, rail or inland waterway in Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man

However, We will not indemnify You for Damage to power-driven vehicles, implements and their accessories.

- (2) power-driven vehicles and implements and their accessories insured by this Section while at any premises not occupied or used by You in connection with The Business
- (3) grain insured by this Section while temporarily removed to any other premises for drying.

However, We will not indemnify You in respect of Damage otherwise insured.

### Temporary Removal - Documents and Computer Systems Records

Where any Item under this Section includes documents and computer systems records We will indemnify You in respect of Damage insured by this Section to such property while

- (1) temporarily removed to any premises not occupied by You
- (2) in transit by road, rail or inland waterway

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

The maximum We will pay is

- (a) £10,000
- or
- (b) the Sum Insured specified in The Schedule

whichever is the lower.

### Trace and Access

We will pay reasonable costs and expenses incurred with Our consent

- (1) in locating the actual source of Damage
- and
- (2) any repairs directly arising from (1)

caused by the escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed heating installation or apparatus, provided such Damage is insured by this Section.

The maximum We will pay is £25,000 in respect of all losses during any one Period of Insurance.

We will not indemnify You in respect of costs or expenses incurred where Damage results solely from a change in the water table level.

### Transfer of Interest

If at the time of Damage to a building insured under this Section You have entered into a contract to sell Your interest in it but

- (1) the contract has not yet been completed
- and
- (2) the building has not yet been insured by or on behalf of the purchaser
- and
- (3) the purchase is subsequently completed

We will indemnify the purchaser to the extent that this Section insures that building.

This will not affect either Your or Our rights and liabilities up to the date of completion of the purchase.

### Workmen

Repairs and minor structural alterations may be carried out at The Premises without affecting the cover.

## Special Clause

The following Special Clause applies only if stated in The Schedule.

### 1 Basis of Claim Settlement - Day One

For each Buildings Item Insured under this section.

- (1) The first and annual premiums are based upon the Declared Value as stated in The Schedule.

**Declared Value** shall mean Your assessment of the cost of reinstatement of The Building Insured arrived at in accordance with paragraph (2) of the Basis of Settlement - Reinstatement Clause at the level of costs applying at the start of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for

- (a) the additional cost of reinstatement to comply with
  - (i) European Union Legislation
  - (ii) Act of Parliament
  - (iii) Bye laws of any public authority
- (b) professional fees
- (c) debris removal costs.

The Declared Value incorporated in each Item is stated in The Schedule.

- (2) You must notify Us of the Declared Value at the start of each Period of Insurance. If You fail to notify Us of the Declared Value at the start of any Period of Insurance, We will use the last Declared Value notified to Us for the following Period of Insurance.
- (3) Paragraphs (d) and (e) of the Basis of Settlement - Reinstatement is restated as follows:
  - (d) if, at the time of the Damage, the Declared Value is less than the cost of reinstatement of The Building Insured, arrived at in accordance with Paragraph (1) of this Clause, at the start of the Period of Insurance, Our liability for any Damage will be limited to that proportion which the

Declared Value bears to the cost of reinstatement of The Building Insured arrived at in accordance with paragraph (1) of this clause.

- (4) We will not indemnify You
  - (i) until You have incurred the cost of replacing or repairing The Building
  - (ii) if You, or someone acting on Your behalf, have insured The Building under another policy which does not have the same basis of reinstatement
  - (iii) if You do not comply with any of the provisions of this Clause.

However the Sums Insured will be limited to 108% of the Declared Values stated in The Schedule.

- (5) The maximum We will pay in respect of each separate location subject to this Clause is as stated in The Schedule.

### 2 Basis of Claim Settlement - Indemnity

The basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) the cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, its condition immediately prior to the Damage, or at Our option
- (2) the reduction in value of the Property Insured, unless the Basis of Claim Settlement - Reinstatement clause or any other alternate basis of settlement is stated to apply.

The Sum Insured under each item other than items applying solely to professional fees, rent, and removal of debris, is separately subject to Average. See Condition (1).

The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on each item, or
- (2) the Total Sum Insured, or
- (3) any other maximum amount payable or limit of liability specified in this Section or The Schedule.

## Asset Protection – Property Damage

### 3 Basis of Claim Settlement - First Loss

The basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) the cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, its condition immediately prior to the Damage, or at Our option
- (2) the reduction in value of the Property Insured, unless the Basis of Claim Settlement - Reinstatement clause or any other alternate basis of settlement is stated to apply.

The Sum Insured under each item is not subject to Average. See Condition (1).

The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on each item as stated in the schedule.

### 4 Reinstatement - Machinery and Plant

Paragraph (2) REINSTATEMENT of the Basis of Claim Settlement Clause is extended to other Item(s) where stated in The Schedule.

## Extensions (Diversified Business Activities)

The following Extensions apply only if stated in The Schedule.

#### 1 Glass Breakage

We will indemnify You in respect of

- (a) breakage (including the cost of boarding up) of fixed glass
- (b) breakage of
  - (i) ceramic hobs and cooker tops
  - (ii) fixed glass in furniture and mirrorsin any Residential Building where the Residential Contents are insured
- (c) (i) Damage to contents of display windows, window and door frames
- (ii) the cost of removing and reinstating obstructions to replacing glass

(d) breakage of fixed

- (i) washhand basins, pedestals, baths and sinks
- (ii) lavatory bowls, bidets, cisterns, shower trays and splashbacks

at The Premises.

The maximum We will pay in respect of any one claim under (c) (i) and (ii) is £2,000.

We will not indemnify You in respect of

- (1) breakage of glass in
  - (a) light fittings
  - (b) signs
  - (c) vending machines
- (2) Damage to glass caused by
  - (a) scratching
  - (b) gradual deterioration or wear and tear
  - (c) change in colour or finish
- (3) breakage
  - (a) to Retail Stock in Trade or goods in trust
  - (b) while the building is Unoccupied
- (4) the Excess.

#### 2 Accidental Damage

We will indemnify You in respect of accidental loss or destruction of or damage to the Property Insured.

We will not indemnify You in respect of

- (1) Damage caused by any Defined Contingency
- (2) Damage caused by any Exception stated as applying to any Defined Contingency
- (3) Damage caused by or consisting of
  - (a) an existing or hidden defect
  - (b) gradual deterioration or wear and tear
  - (c) frost or change in the water table level
  - (d) faulty design or faulty materials used in its construction
  - (e) faulty workmanship, operating error or omission by You or any partner, director or Employee of Yours

## Asset Protection – Property Damage

However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.

- (4) Damage caused by or consisting of
- (a) (i) corrosion, rust or rot
  - (ii) shrinkage, evaporation or loss of weight
  - (iii) dampness or dryness
  - (iv) scratching
  - (v) vermin or insects
  - (vi) mould or fungus
- (b) change in
- (i) temperature
  - (ii) colour
  - (iii) flavour
  - (iv) texture or finish
- (c) nipple or joint leakage or failure of welds
- (d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping
- (e) mechanical or electrical breakdown or derangement
- However, We will indemnify You in respect of
- (i) Damage not otherwise excluded which itself results from a Defined Contingency or any other accidental cause
  - (ii) any subsequent Damage which itself results from a cause not otherwise excluded.
- (5) Damage caused by pollution or contamination
- However, We will indemnify You in respect of Damage, not otherwise excluded, caused by
- (a) pollution or contamination which results from a Defined Contingency
  - (b) a Defined Contingency which results from pollution or contamination.
- (6) Damage caused by or consisting of
- (a) subsidence, ground heave or landslip

unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe

- (b) normal settlement of new structures
- (7) Damage to a structure caused by its own collapse or cracking

However, We will indemnify You in respect of such Damage if it results from a Defined Contingency and is not otherwise excluded.

- (8) Damage resulting from its undergoing any process of
- (a) production or packaging
  - (b) treatment, testing or commissioning
  - (c) servicing or repair

However, We will indemnify You in respect of such Damage if it is caused by fire or explosion and is not otherwise excluded.

- (9) Damage in respect of china, earthenware, marble or other fragile objects not forming part of the buildings, unless specifically stated in The Schedule

However, We will indemnify You in respect of such Damage if it results from a Defined Contingency and is not otherwise excluded.

- (10) Damage in respect of
- (a) vehicles licensed for road use including accessories on or attached to them
  - (b) caravans or trailers
  - (c) railway locomotives or rolling stock
  - (d) watercraft or aircraft
  - (e) property in the course of construction including materials for use in the construction
  - (f) land, roads, pavements, piers, jetties, bridges, culverts or excavations
  - (g) livestock
  - (h) growing fruit, crops or trees

However, We will indemnify You in respect of Damage to such property if the property is specifically stated as insured in The Schedule and the Damage is not otherwise excluded.

(11) Damage more specifically insured by You or on Your behalf

(12) the Excess.

### 3 Retail Stock in Transit

We will indemnify You in respect of accidental loss or destruction of or damage to Retail Stock in Trade as specified in The Schedule while in transit

- (a) in any motor vehicle and/or trailer which You own or operate whilst being used in connection with Your farm retail business including
  - (i) loading and unloading and
  - (ii) while temporarily stored during transit
- (b) by rail, post or road carrier until delivered to the consignee's premises or in the course of return to The Premises.

The maximum We will pay is

- (1) £2,500 in respect of any one event or series of events arising out of a single cause
- (2) £5,000 during any one Period of Insurance.

We will not indemnify You in respect of

- (1) Damage caused by
  - (a) defective or inadequate packing, insulation or labelling
  - (b) evaporation or ordinary leakage
  - (c) vermin, wear, tear, gradual deterioration or contamination
  - (d) an existing or hidden defect
  - (e) delay
  - (f) inadequate documentation
  - (g) indirect loss
  - (h) an item's own
    - (i) mechanical
    - (ii) electrical
    - (iii) electronic
    - (iv) electro magnetic derangement

However, We will indemnify You if such Damage is caused by external means.

(2) shortage in weight

(3) Damage caused by deterioration or variation in temperature

However, We will indemnify You if such Damage is caused as a result of any vehicle being directly involved in a road traffic accident.

- (4) Damage arising from riot, civil commotion, strikes, locked-out workers and persons taking part in a labour disturbance
- (5) Damage
  - (a) occurring outside Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man
  - (b) not connected with The Business
- (6) Damage to living creatures
- (7) Damage caused by theft or attempted theft of Property Insured and/or tools or personal effects from any unattended vehicle

However, We will indemnify You provided You have ensured that

- (a) all doors, windows and other points of access have been locked where locks have been fitted
- (b) all manufacturers' security devices have been put into effect
- (c) the keys have been removed from the unattended vehicle
- (d) unattached trailers have anti-hitching devices fitted and they are put into effect
- (8) Damage while temporarily stored during transit for periods exceeding 30 consecutive days
- (9) property in transit for hire or reward
- (10) the Excess.

### 4 Retail Stock in Trade - Seasonal Increase

We will increase the Sum Insured on each Item of Retail Stock in Trade specified in The Schedule by 30% for the months of November, December and January or for any other three month period selected by You and stated in The Schedule.

### Exceptions

The following Exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet.)

We will not indemnify You in respect of

- (1) Damage to poultry hatching or rearing appliances, or their contents, caused by overheating of the appliance

However, We will indemnify You if fire occurs and the appliance or other property ignites.

- (2) (a) any consequential loss or damage

However, We will indemnify You respect of rent when this Item is specified in The Schedule and the Damage is not otherwise Excluded.

- (b) Damage more specifically insured by You or on Your behalf

- (c) (i) Damage insured by any marine policy  
(ii) Damage which would be insured under any marine policy if this policy did not exist

However, We will indemnify You in respect of Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had this insurance not existed.

- (d) Damage caused by pollution or contamination

However, We will indemnify You in respect of Damage, not otherwise excluded, caused by

- (i) pollution or contamination which results from any Contingency hereby insured against  
(ii) any Contingency hereby insured against which results from pollution or contamination.

- (e) Damage caused by pressure waves from aircraft or other aerial devices

- (3) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- (a) Terrorism  
(b) civil commotion in Northern Ireland  
(c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands)

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

- (ii) in respect of Damage occurring in any territory not specified in (i) above

any act or acts including but not limited to

- the use or threat of force and/or violence

and/or

- harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered under this Section the burden of proving that any such Damage is covered under this Section will be upon You.



## Conditions

The following Conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet.)

### Average

Where a Sum Insured is subject to Average, if at the time of Damage the Sum Insured is less than the total value of the property

or

where a Sum Insured is subject to the Special Condition of Average, if at the time of Damage the Sum Insured is less than 75% of the total value of the property

You will

- (1) be responsible for the difference
- (2) bear a proportionate share of the loss.

### Our Rights

If Damage occurs which may lead to a claim We may

- (1) enter or take possession of the building or The Premises
- (2) take possession of, or require to be delivered to Us, Property Insured which We will deal with in a reasonable manner

without incurring liability or reducing Our rights.

We will not pay for Damage if You or anyone acting on Your behalf

- (1) do not comply with Our requirements
- (2) hinder or obstruct Us.

You are not entitled to abandon property to Us.

## Additional Conditions

The following Additional Conditions apply to this Section only if stated in The Schedule.

(Also refer to the Conditions to this Section and the Policy Conditions at the back of this policy booklet.)

### A Intruder Alarm System

For the purpose of this Additional Condition the following Definitions apply.

### Intruder Alarm System

An electrical installation to detect and indicate the presence, entry or attempted entry of an intruder into Protected Premises.

### Protected Premises

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

### Responsible Person

You or any person authorised by You to be responsible for the security of The Premises.

### Keyholder

You or any person or keyholding company authorised by You who must be available at all times to

- (1) accept notification of faults or alarm signals relating to the Intruder Alarm System  
and
- (2) attend and allow access to The Premises.

If in relation to any claim for Damage caused by theft or attempted theft involving entry or exit from The Premises by forcible or violent means, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

While The Premises are unattended You must ensure that

- (1) The Premises are protected by an Intruder Alarm System and means of communication used to transmit signals from such an Intruder Alarm System designed, installed and maintained as agreed by Us.
- (2) the Protected Premises must not be left without at least one Responsible Person in attendance
  - (a) unless the Intruder Alarm System is set in its entirety with all means of communication used to transmit signals in full operation
  - (b) if the police have withdrawn their response to alarm calls

unless We agree otherwise.

## Asset Protection – Property Damage

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(3) in the event of notification of any activation of the Intruder Alarm System or interruption of any of the means of communication during any period that the Intruder Alarm System is set, a Keyholder shall attend The Premises as soon as reasonably possible, in order to confirm the security of The Premises and reset the Intruder Alarm System in its entirety. If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a Keyholder must remain at The Premises unless We agree otherwise in writing.

(4) You will advise Us as soon as possible, and in any event not later than 10.00am on Our next working day

(a) that police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed

(b) of notice from a Local Authority or Magistrate imposing any requirement for abatement of nuisance

(c) that the Intruder Alarm System and the means of communication used to transmit signals from such installation cannot be returned to or maintained in full working order

and You must comply with any of Our subsequent requirements.

(5) no alteration or substitution of

(a) any part of the Intruder Alarm System

(b) the structure of The Premises or changes to the layout of The Premises which would affect the effectiveness of the Intruder Alarm System

(c) the means of communication used to transmit signals from the Intruder Alarm System

(d) the procedures agreed with Us for police or any other response to any activation of the Intruder Alarm System

(e) the maintenance contract

shall be made without Our written agreement.

(6) You and each Keyholder maintain secrecy of codes and security of keys and setting/unsetting devices for the operation of the Intruder Alarm System. All keys and other setting/unsetting devices for the Intruder Alarm System must be removed from The Premises when they are left unattended.

(7) The Intruder Alarm System is maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or other such company, as agreed by Us.

(8) You must appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company contracted to maintain the Intruder Alarm System, and with the police if they so require.

### **B Requirements**

If in relation to any claim in respect of Damage insured by this Section, You have failed to implement the requirements stated in the Schedule of Requirements, within the timescales specified, You will lose Your right to indemnity or payment for that claim.

### **C Minimum Security**

If in relation to any claim for Damage under Contingency N - Theft which occurs more than 30 days after the inception of this Section, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that

- (1) final exit doors are secured as follows
- (a) timber doors - by mortice deadlocks having five or more levers or conforming to BS3621 with matching boxed striking plate
- (b) aluminium doors - by cylinder mortice lock operating a swinging lock bolt
- (c) PVCu doors - by key operated multi-point locking devices having three or more locking points
- (d) the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom

When The Premises are closed for business all locks fitted to final exit doors are put into effect.

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- (2) all other external doors and internal doors leading to common areas or other premises must be secured by
  - (a) the means set out in (1)
  - or
  - (b) key operated security bolts fitted top and bottom
- (3) all opening windows or rooflights accessible from the ground or via roofs, pipework or other structures are secured by key operated locking devices or screwed permanently shut
- (4) any other security measures stipulated or agreed by Us in writing are implemented and in full and effective working order.

Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements.

### D Visible Signs

We will not indemnify You in respect of Damage caused by theft or attempted theft unless there are visible signs of entry into or exit from The Premises by forcible and violent means.

### E Unoccupied Premises

If in relation to any claim for Damage while a building is Unoccupied You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (1) carry out internal and external inspections of the buildings at least every seven days and
  - (a) maintain a weekly log of such inspections
  - (b) as soon as possible repair or arrange to be repaired any defects found
  - (c) carry out a monthly management check of the weekly inspections log

- (2) remove all waste, combustible materials and gas bottles, either within or outside the buildings, from The Premises
- (3) securely lock all external doors, close and secure all windows and secure and seal all letter boxes and openings
- (4) turn off all sources of power, fuel and water at the mains and wherever possible, chain and padlock the isolation valves

However, where the buildings are protected by an Intruder Alarm System, You must provide sufficient power to operate the system.

- (5) advise Us immediately if the buildings are to be occupied by contractors for renovation, alteration or conversion purposes or if the buildings are to become occupied or used.

## Business All Risks and Frozen Food Section

### Part One - Business All Risks

#### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative Definition is stated to apply.

##### Damage

Accidental loss or destruction of or damage.

##### Defined Contingency

Fire

Lightning

Explosion

Aircraft including other aerial devices and articles dropped from them

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

Earthquake

Storm or flood

Escape of water from any tank, apparatus or pipe

Falling trees

Impact

Escape of fuel from any fixed heating installation or apparatus

Theft or attempted theft.

##### Excess

The amount(s) specified in Your policy or The Schedule which We will deduct from each and every claim at each separate location. The amount(s) to be deducted after the application of the Average Condition.

##### Property Insured

Property insured as stated in The Schedule.

#### Cover

We will indemnify You in respect of Damage to Property Insured occurring during the Period of Insurance.

The maximum We will pay in any one Period of Insurance will not exceed

- (1) the Sum Insured on each Item  
or
- (2) the Total Sum Insured  
or
- (3) any other maximum amount payable or Limit of Liability specified in The Schedule.

#### Clauses

The following Clauses apply to Part One of this Section.

##### Automatic Reinstatement

The Sums Insured specified in The Schedule will not be reduced by the amount of any claim unless We, or You, give written notice to the contrary.

You must pay any additional premium required by Us to reinstate the Sum Insured.

##### Basis of Claim Settlement - Reinstatement

Unless otherwise stated in The Schedule, in the event of Damage to the Property Insured the basis upon which We will calculate the amount We will pay for any claim will be the reinstatement of the Property Insured lost, destroyed or damaged, subject to the following conditions.

- (1) If Property Insured, other than Employee's or director's personal items, is lost or destroyed, We will pay for its replacement by similar property in a condition as good as, but not better than or more extensive than, its condition when new.

If Property Insured is Damaged, We will pay for replacement or repair of the Damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

However, We will not pay more than We would have done if the property had been completely destroyed.

- (2) The Property Insured may be replaced on another site and in a manner suitable to Your needs, but this must not increase Our liability.
- (3) All work must begin and be carried out as quickly as possible.
- (4) If, at the time of replacement or repair, 85% of what it would have cost to replace the whole of the Property Insured under that Item is greater than the Sum Insured at the time the Damage occurred, You will be liable to bear a proportionate share of the loss.

- (5) We will not pay
  - (a) until You have incurred the cost of replacing or repairing the Property Insured
  - (b) if You, or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement
  - (c) if You do not comply with any of the terms of this Clause.

### Exceptions

The following Exceptions apply to Part One of this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet.)

- We will not indemnify You in respect of
- (1) Damage to the Property Insured caused by or consisting of
    - (a) an existing or hidden defect
    - (b) gradual deterioration or wear and tear
    - (c) frost or change in the water table level
    - (d) faulty design or faulty materials used in its construction
    - (e) faulty workmanship, operating error or omission by You or any partner, director or Employee of Yours
    - (f) explosion of a boiler (other than a boiler being used for domestic purposes), vessel, machine or apparatus in which the internal pressure is due to steam only and which You own or control

- (g) the bursting of
  - (i) a boiler
  - (ii) other equipment
 not being used for domestic purposes where the internal pressure is due to steam only and belongs to You or is under Your control

However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.

- (2) Damage to the Property Insured caused by or consisting of
  - (a) (i) corrosion, rust or rot
  - (ii) shrinkage, evaporation or loss of weight
  - (iii) dampness or dryness
  - (iv) scratching
  - (v) vermin or insects
  - (vi) mould or fungus
  - (b) change in
    - (i) temperature
    - (ii) colour
    - (iii) flavour
    - (iv) texture or finish
  - (c) nipple or joint leakage or failure of welds
  - (d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping
  - (e) mechanical or electrical breakdown or derangement

However, We will indemnify You in respect of

- (i) Damage to the Property Insured not otherwise excluded which itself results from a Defined Contingency or any other accidental cause
- (ii) any subsequent Damage which results from a cause not otherwise excluded.

- (3) Damage to the Property Insured caused by pollution or contamination
- However, We will indemnify You in respect of Damage to the Property Insured, not otherwise excluded, caused by
- (a) pollution or contamination which results from a Defined Contingency
  - (b) a Defined Contingency which results from pollution or contamination.
- (4) Damage to the Property Insured caused by or consisting of
- (a) subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe
  - (b) normal settlement of new structures
  - (c) acts of fraud or dishonesty
  - (d) (i) disappearance
    - (ii) unexplained or inventory shortage
    - (iii) misfiling, misplacing of information or clerical error
  - (e) theft or attempted theft from any unattended motor vehicle unless there is evidence of forcible and violent entry into the vehicle
- (5) Damage to the Property Insured by fire resulting from its undergoing any process involving the application of heat
- (6) Damage to the Property Insured resulting from its undergoing any process of
- (a) production or packaging
  - (b) treatment, testing or commissioning
  - (c) servicing or repair
- However, We will indemnify You in respect of this Damage if it is caused by fire or explosion.
- (7) Damage to the Property Insured while the building is unoccupied or disused caused by
- (a) escape of water from any tank, apparatus or pipe
  - (b) malicious persons

- (c) theft or attempted theft
- However, We will indemnify You in respect of such Damage to the Property Insured if it is caused by fire or explosion.
- (8) Damage more specifically insured by You or on Your behalf
- (9) goods held in trust or on commission unless specifically stated in The Schedule
- (10) Damage in respect of
- (a) vehicles licensed for road use including accessories on or attached to them
  - (b) caravans or trailers
  - (c) railway locomotives or rolling stock
  - (d) watercraft or aircraft
  - (e) property in the course of construction including materials for use in the construction
- (11) the Excess
- (12) any Damage to the Property Insured whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- (a) Terrorism
  - (b) civil commotion in Northern Ireland
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.
- Terrorism means
- (i) in respect of Damage to the Property Insured occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands)
- 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

- (ii) in respect of Damage to the Property Insured occurring in any territory not specified in (i) above
- any act or acts including but not limited to
- the use or threat of force and/or violence
  - and/or
  - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means
- caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any Damage to the Property Insured results from Terrorism as defined above and is therefore not covered by Part One of this Section the burden of proving that any such Damage to the Property Insured is covered under Part One of this Section will be upon You.

### Additional Conditions to Part One

The following Additional Conditions apply to Part One of this Section only if stated in The Schedule.

(Also refer to the Policy Conditions at the back of this policy booklet.)

#### A Intruder Alarm System

For the purpose of this Additional Condition the following Definitions apply.

##### Intruder Alarm System

An electrical installation to detect and indicate the presence, entry or attempted entry of an intruder into Protected Premises.

##### Protected Premises

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

##### Responsible Person

You or any person authorised by You to be responsible for the security of The Premises.

#### Keyholder

You or any person or keyholding company authorised by You who must be available at all times to

- (1) accept notification of faults or alarm signals relating to the Intruder Alarm System
- and
- (2) attend and allow access to The Premises.

If in relation to any claim for Damage to the Property Insured caused by theft or attempted theft involving entry or exit from The Premises by forcible or violent means, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

While The Premises are unattended You must ensure that

- (1) The Premises are protected by an Intruder Alarm System and means of communication used to transmit signals from such an Intruder Alarm System designed, installed and maintained as agreed by Us.
- (2) the Protected Premises must not be left without at least one Responsible Person in attendance
  - (a) unless the Intruder Alarm System is set in its entirety with all means of communication used to transmit signals in full operation
  - (b) if the police have withdrawn their response to alarm callsunless We agree otherwise.
- (3) in the event of notification of any activation of the Intruder Alarm System or interruption of any of the means of communication during any period that the Intruder Alarm System is set, a Keyholder shall attend The Premises as soon as reasonably possible, in order to confirm the security of The Premises and reset the Intruder Alarm System in its entirety. If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a Keyholder must remain at The Premises unless We agree otherwise in writing.

- (4) You will advise Us as soon as possible, and in any event not later than 10.00am on Our next working day
- (a) that police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
  - (b) of notice from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
  - (c) that the Intruder Alarm System and the means of communication used to transmit signals from such installation cannot be returned to or maintained in full working order
- and You must comply with any of Our subsequent requirements.
- (5) no alteration or substitution of
- (a) any part of the Intruder Alarm System
  - (b) the structure of The Premises or changes to the layout of The Premises which would affect the effectiveness of the Intruder Alarm System
  - (c) the means of communication used to transmit signals from the Intruder Alarm System
  - (d) the procedures agreed with Us for police or any other response to any activation of the Intruder Alarm System
  - (e) the maintenance contract
- shall be made without Our written agreement.
- (6) You and each Keyholder maintain secrecy of codes and security of keys and setting/unsetting devices for the operation of the Intruder Alarm System. All keys and other setting/unsetting devices for the Intruder Alarm System must be removed from The Premises when they are left unattended.
- (7) The Intruder Alarm System is maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or other such company, as agreed by Us.
- (8) You must appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company contracted to maintain the Intruder Alarm System, and with the police if they so require.

### **B Requirements**

If in relation to any claim in respect of Damage insured by this Section, You have failed to implement the requirements stated in the Schedule of Requirements, within the timescales specified, You will lose Your right to indemnity or payment for that claim.

### **C Minimum Security**

If in relation to any claim for Damage to the Property Insured caused by theft or attempted theft which occurs more than 30 days after the inception of this Section, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that

- (1) final exit doors are secured as follows
    - (a) timber doors - by mortice deadlocks having five or more levers or conforming to BS3621 with matching boxed striking plate
    - (b) aluminium doors - by cylinder mortice lock operating a swinging lock bolt
    - (c) PVCu doors - by key operated multi-point locking devices having three or more locking points
    - (d) the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom
- When The Premises are closed for business all locks fitted to final exit doors are put into effect.
- (2) all other external doors and internal doors leading to common areas or other premises must be secured by
    - (a) the means set out in (1)
    - or
    - (b) key operated security bolts fitted top and bottom
  - (3) all opening windows or rooflights accessible from the ground or via roofs, pipework or other structures are secured by key operated locking devices or screwed permanently shut



- (4) any other security measures stipulated or agreed by Us in writing are implemented and in full and effective working order.

Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements.

### D Visible Signs

We will not indemnify You in respect of Damage to the Property Insured caused by theft or attempted theft unless there are visible signs of entry into or exit from The Premises by forcible and violent means.

## Part Two - Frozen Food

### Cover

We will indemnify You in respect of Damage occurring during the Period of Insurance to foodstuffs, belonging to You or for which You are responsible while contained in any refrigeration unit insured by this Section, by deterioration or contamination caused by

- (1) a change in temperature as a result of
  - (a) the breaking, distortion or burning out of any part of the
    - (i) unit
    - (ii) unit wiring
    - (iii) supply cable to the unit, including the plug and fusecaused by mechanical or electrical defects in the unit while it is being used under normal working conditions
  - (b) failure of temperature controls to operate correctly
  - (c) accidental failure of Your electricity supply but only if this is not deliberately caused by Your supplier of electricity
- (2) accidental leakage of refrigerant gases or refrigerant fumes from the unit.

The maximum We will pay in respect of any one claim is the limit specified in The Schedule.

### Exceptions

The following Exceptions apply to Part Two of this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet.)

We will not indemnify You in respect of

- (1) Damage caused by
  - (a) wear and tear, deterioration or gradually developing flaws or defects in the unit
  - (b) failure to correctly set any temperature controls
- (2) any refrigeration unit which is more than 10 years old
- (3) the Excess.

### Condition

The following Condition applies to Part Two of this Section.

(Also refer to the Policy Conditions at the back of this policy booklet.)

### Maintenance

If in relation to any claim You have failed to fulfil the following Condition, You will lose Your right to indemnity or payment for that claim.

You must ensure that, on the expiry of any guarantee period, You arrange a maintenance contract on any refrigeration unit which does not have an airtight sealed motor and compressor.

### Condition to Parts One and Two

The following Condition applies to Parts One and Two of this Section.

(Also refer to the Policy Conditions at the back of this policy booklet.)

### Average

Each of the Sums Insured is subject to average. This means that if at the time of the Damage, the Sum Insured is less than the total value of the property, You will

- (1) be responsible for the difference
- (2) bear a proportionate share of the loss.

### Goods in Transit Section

#### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative Definition is stated to apply.

#### Damage

Loss or destruction of or damage.

#### Excess

The amount(s) specified in Your policy or The Schedule which We will deduct from each and every claim after the application of the Average Condition.

#### Occurrence

An event, or a series of events, arising from a single cause or occurrence which occurs during the Period of Insurance.

#### Personal Effects

Personal effects excluding cash, bank notes, credit cards, watches and jewellery.

#### Property Insured

Farming equipment, farm and estate stock and agricultural produce connected with The Business, owned by You or for which You are responsible.

#### Territorial Limits

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

#### Tools

Tools, tool kits or test equipment owned, hired or used by You in connection with The Business and for which You are responsible.

#### Vehicle

Any motor vehicle, trailer or container which You own or operate.

#### Cover

We will indemnify You in respect of

- (1) Damage to
  - (a) Property Insured while in transit by the Means of Transit stated in The Schedule including
    - (i) loading and unloading
    - (ii) whilst temporarily stored during transit

The maximum We will pay in respect of any one Occurrence is the Limit of Liability specified in The Schedule.

- (b) Your sheets, ropes, chains, toggles or packing materials while carried on any Vehicle

We will replace sheets as new if You prove that these were not more than one year old at the time of the Damage.

- (c) Personal Effects belonging to You or Your driver whilst in any Vehicle

The maximum We will pay is £1,000 in respect of any one person for any one Occurrence.

We will not indemnify You in respect of Damage insured by any other insurance policy.

- (d) Tools
  - (i) in, or from, any Vehicle
  - (ii) whilst temporarily stored during transit

The maximum We will pay in respect of any one Occurrence is the Tools Limit of Liability specified in The Schedule.

in or between the Territorial Limits in connection with The Business during the Period of Insurance.

- (2) costs and expenses which You incur with Our consent
- (a) in removing debris
  - (b) in site clearance
  - (c) for transhipment and recovery charges following collision, overturning or impact of any Vehicle with any object
  - (d) to reduce or prevent claims in or between the Territorial Limits in connection with The Business during the Period of Insurance.
- The maximum We will pay is £10,000 in respect of any one Occurrence.

### Clauses

The following Clauses apply to this Section.

#### Automatic Reinstatement

The Limit of Liability specified in The Schedule will not be reduced by the amount of any claim unless We give You, or You give Us, written notice to the contrary.

You must pay any additional premium required by Us to reinstate the Limit of Liability.

#### Substitution of Vehicles

Where Vehicles are individually specified in The Schedule, We will indemnify You in respect of Damage to Property Insured whilst in, or on, any other vehicle

- (1) temporarily substituted for the specified Vehicle whilst the Vehicle is out of use for maintenance, repair or official test
- (2) permanently substituted for the specified Vehicle provided that You inform Us in writing within 21 days of the substitution.

The terms and conditions applicable to the original specified Vehicle will apply.

The maximum We will pay is the Limit of Liability specified in The Schedule.

### Exceptions

The following Exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet.)

We will not indemnify You in respect of

- (1) Damage caused by
  - (a) defective or inadequate packing, insulation or labelling
  - (b) evaporation or ordinary leakage
  - (c) vermin, wear, tear, gradual deterioration or contamination
  - (d) an existing or hidden defect
  - (e) delay
  - (f) inadequate documentation
  - (g) indirect loss
  - (h) an item's own
    - (i) mechanical
    - (ii) electrical
    - (iii) electronic
    - (iv) electro magnetic derangement

However, We will indemnify You if such Damage is caused by external means.
- (2) shortage in weight
- (3) Damage caused by deterioration or variation in temperature

However, We will indemnify You if such Damage is caused as a result of any Vehicle being directly involved in a road traffic accident.
- (4) Damage arising from locked-out workers and persons taking part in a labour disturbance
- (5) Damage
  - (a) occurring outside the Territorial Limits
  - (b) not connected with The Business

- (6) Damage to living creatures
- (7) Damage caused by theft or attempted theft of Property Insured and/or Tools or Personal Effects from any unattended Vehicle  
However, We will indemnify You provided You have ensured that
  - (a) all doors, windows and other points of access have been locked where locks have been fitted
  - (b) all manufacturers' security devices have been put into effect
  - (c) the keys have been removed from any unattended Vehicle
  - (d) unattached trailers have anti-hitching devices fitted and they are put into effect
- (8) Damage while temporarily stored during transit for periods exceeding 30 consecutive days
- (9) property in transit for hire or reward
- (10) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - (a) Terrorism
  - (b) civil commotion in Northern Ireland
  - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands, 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 HM Government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of loss of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
  - the use or threat of force and/or violence, and/or
  - harm or Damage to life or to property or the threat of such harm or Damage including but not limited to harm or Damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such damage is covered under this Section will be upon You.

(11) the Excess.

### Conditions

The following Conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet.)

#### Average

If at the time of Damage, the Limit of Liability specified in The Schedule is less than the value at risk, You will

- (1) be responsible for the difference in value and
- (2) bear a rateable proportion of any loss.

This Condition does not apply to Items insured under Cover (1)(b), (1)(c) or (1)(d).

#### Reasonable Care

If in relation to any claim You have failed to fulfil any of the following Conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (1) only employ reliable and competent drivers
- (2) take all reasonable measures to
  - (a) prevent Damage
  - (b) secure loads properly
  - (c) maintain any Vehicle in accordance with current law
  - (d) ensure any Vehicle is suitable for the purpose for which it is to be used
- (3) allow Us access to examine
  - (a) any Vehicle
  - (b) premises from which You operate.

### Livestock Section

#### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative Definition is stated to apply.

##### Animal By-products

- (1) Animal bodies, parts or products of animal origin
- (2) hatchery waste, eggs or eggshells

excluding meal manufactured from protein originating from animals or poultry.

##### Closed Herd

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

##### Damage

Loss, death or Slaughter.

##### Dangerous Contact

An animal which has not given a positive reaction to a Test but which is certified by The Authorities as having been in close contact with a Reactor and has to be Slaughtered.

##### Excess

The amount(s) specified in Your policy or The Schedule which We will deduct from each and every claim after the application of the Average Condition.

##### Livestock

The animal(s) or poultry specified in The Schedule, which You own or for which You are responsible.

##### Market Value

The cost of replacing any animal with one of comparable worth and condition.

The maximum We will pay for any one animal is £10,000 unless otherwise specified in The Schedule.

##### Open Herd

A herd into which animals can be introduced from an outside source.

The animals must be purchased exclusively from one source or supply.

##### Reactor

An animal which has reacted positively to a Test.

##### Slaughter/Slaughtered

Slaughter

- (1) with Our consent  
or
- (2) by, or on behalf of, The Authorities  
or
- (3) if a veterinary surgeon certifies that the animal's suffering is incurable and so excessive that immediate slaughter is imperative for humane reasons.

##### Territorial Limits

Under **Part One - Contingencies**

Contingencies A-I

- (1) The Premises  
or
- (2) any other premises or land occupied or used by You in connection with The Business within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man  
or
- (3) whilst Livestock are being moved between (1) and (2).

Contingencies J and M

- (1) The Premises  
or
- (2) any other premises or land occupied or used by You in connection with The Business within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Contingency K

Elsewhere than

- (1) The Premises
  - or
  - (2) any other premises or land occupied or used by You in connection with The Business within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
  - or
  - (3) whilst Livestock are being moved between (1) and (2).

Contingency L

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

Contingency N

The Premises.

Under **Part Two - Livestock Disease** and **Part Three - Mortality and Infertility**

Any premises or land occupied or used by You in connection with The Business within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### Test

An official test arranged or authorised by The Authorities.

### The Authorities

The Government Department or body which governs animal health and welfare in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, or their official representatives.

### Waste Food

- (1) All waste food.
- (2) Used cooking oil originating in restaurants, catering facilities and kitchens.

## Part One - Contingencies

### Cover

We will indemnify You in respect of Damage to Livestock occurring during the Period of Insurance by each of the following Contingencies if the letter set against it is stated in The Schedule.

We will pay

- (1) (a) the Market Value of Livestock
  - or
  - (b) the Sum Insured specified in The Schedulewhichever is the lower

- (2) veterinary surgeon's treatment fees

The maximum We will pay is £1,000 in respect of any one animal, including any fees necessarily incurred preventing Damage.

- (3) any
  - (a) knacker renderer
    - or
    - (b) authorised disposal centrefor the removal of any carcassThe maximum We will pay is
  - (i) £500 in respect of any one animal
  - (ii) £2,500 during any one Period of Insurance.

- (4) any costs incurred by
  - (a) the Royal Society for the Prevention of Cruelty to Animals
  - (b) the fire service
  - (c) a recognised professional rescue organisationarising from the rescue, or attempted rescue, of Livestock.

Livestock must require rescue as a direct result of a Contingency insured under Part One - Contingencies.

The maximum We will pay is £500 in respect of any one animal.

## Asset Protection – Livestock

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- (5) any advertising or reward cost following the theft of Livestock.

The maximum We will pay is £500 in respect of any one claim.

### Contingencies

Each of the following Contingencies is applicable within its own defined Territorial Limits.

- A Fire, lightning and explosion.
- B Electrocutation.
- C Aircraft including other aerial devices and articles dropped from them.
- D Earthquake.
- E Riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons.

We will not indemnify You in respect of

- (1) Damage caused by or consisting of
  - (a) work stoppages
  - (b) theft or attempted theft caused by malicious persons not acting on behalf of or in connection with any political organisation
- (2) Damage while The Premises are unoccupied or disused.

- F Impact by any vehicle or animal or by goods falling from them.

We will not indemnify You in respect of Damage to goods being carried.

- G Falling trees or branches.

We will not indemnify You in respect of Damage caused by felling, lopping or pruning of trees.

- H Worrying of sheep by dogs, foxes or vermin.
- I Worrying of cattle by dogs, foxes or vermin.
- J Theft or attempted theft including disappearance for a period exceeding 30 days.

We will not indemnify You in respect of Damage caused by or consisting of acts of fraud or dishonesty.

- K Fatal injury to Livestock off The Premises caused by

- (1) accidental, violent, external and visible means
- (2) poisoning.

We will not indemnify You in respect of

- (1) Livestock while in transit
- (2) the Excess.

- L Fatal injury to Livestock caused by

- (1) accidental, violent, external and visible means
- (2) poisoning

while

- (a) in transit by road including loading and unloading
- (b) being transferred to any vehicle and being carried to
  - (i) the original destination
  - or
  - (ii) the place of collection.

We will not indemnify You in respect of the Excess.

- M Fatal injury to Livestock on The Premises caused by

- (1) accidental, violent, external and visible means
- (2) poisoning.

We will not indemnify You in respect of

- (1) Livestock while in transit
- (2) the Excess.

## Asset Protection – Livestock

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N Storm.

We will not indemnify You in respect of Damage

- (1) due only to change in the water table level
- (2) caused by
  - (a) escape of water from any water course, lake, reservoir, canal or dam
  - (b) inundation from the sea
  - (c) frost
  - (d) subsidence, ground heave or landslip
- (3) to Livestock which are not contained in a building.

### Conditions

The following Conditions apply to Part One of this Section.

(Also refer to the Conditions to Parts One, Two and Three and the Policy Conditions at the back of this policy booklet.)

#### Certification of Death

You must arrange for a veterinary surgeon to certify the cause of death, if requested by Us, including where necessary a post-mortem examination.

#### Payment under more than one Contingency

No payment will be made for the same animal under more than one Contingency in connection with the same loss.

#### Recovery and Return of Livestock

You will repay Us any amount which We have paid to You under Contingency J - Theft if Livestock are

- (1) found and recovered  
and
- (2) returned to You.

## Part Two - Livestock Disease

The following Covers are operative only if stated in The Schedule.

### Cover A - Anthrax

If Livestock

- (1) dies as a direct result of anthrax  
or
- (2) are Slaughtered as a result of the existence of anthrax being confirmed by The Authorities

within the Territorial Limits during the Period of Insurance

We will pay

- (a) the Market Value of Livestock immediately prior to death or Slaughter had it not been affected by, or exposed to, anthrax  
or
- (b) the Sum Insured specified in The Schedule

whichever is the lower.

### Cover B - Aujeszky's Disease

#### Option 1 - Closed Herd

#### Option 2 - Open Herd

If Livestock are Slaughtered within the Territorial Limits during the Period of Insurance as a result of the existence of Aujeszky's disease being confirmed by The Authorities, We will pay

- (1) the Market Value of Livestock immediately prior to Slaughter had it not been affected by, or exposed to, Aujeszky's disease  
or
- (2) the Sum Insured specified in The Schedule

whichever is the lower.

We will not pay You if Livestock have been

- (1) bought in the open market
- (2) fed Waste Food or Animal By-products.



### Cover C - Brucellosis

If Livestock are Slaughtered within the Territorial Limits during the Period of Insurance as a result of

- (1) a positive reaction to a Test for the presence of brucellosis
- or
- (2) being classified as a Dangerous Contact because of the existence of brucellosis

We will pay

- (a) the difference between
  - (i) the compensation paid, or payable, by The Authorities
  - and
  - (ii) the lower of
    - the Market Value of Livestock immediately prior to Slaughter had it not been affected by, or exposed to, brucellosis
    - or
    - the Sum Insured specified in The Schedule
- and
- (b) 25% of
  - (i) the compensation paid, or payable, by The Authorities
  - or
  - (ii) the Market Value of Livestock immediately prior to Slaughter had it not been affected by, or exposed to, brucellosis
  - or
  - (iii) the Sum Insured specified in The Schedulewhichever is the lower.

We will not pay You in respect of Slaughter

- (1) arising from any cause other than failure to pass a Test
- (2) as a result of brucellosis which occurs within 60 days of inception.

### Cover D - Brucellosis Movement Restriction

If The Authorities impose a restriction on the movement of Livestock within the Territorial Limits as a result of the existence of brucellosis during the Period of Insurance, We will pay

- (1) for the first 13 consecutive weeks £Nil
- (2) for the next 26 consecutive weeks in excess of (1) the Sum Insured
- (3) for the next 26 consecutive weeks in excess of (2) 125% of the Sum Insured

provided that The Premises are within an area subject to movement restriction.

### Cover E - Enzootic Bovine Leukosis

If Livestock are Slaughtered within the Territorial Limits during the Period of Insurance as a result of a positive reaction to a Test for the presence of enzootic bovine leukosis, We will pay

- (1) the Market Value of Livestock immediately prior to Slaughter had it not been affected by, or exposed to, enzootic bovine leukosis
  - or
  - (2) the Sum Insured specified in The Schedule
- whichever is the lower.

We will not pay You in respect of Slaughter arising from any cause other than failure to pass a Test.

### Cover F - Foot and Mouth

#### Option 1 - Standard Cover

#### Option 2 - Enhanced Cover

If Livestock are Slaughtered within the Territorial Limits during the Period of Insurance as a result of a positive reaction to a Test for the presence of foot and mouth, We will pay the Maximum Compensation specified in The Schedule.

We will not pay You in respect of Livestock Slaughtered under any animal health or welfare scheme where Slaughter is not required to prevent the spread of foot and mouth.

### Cover G - Maedi-Visna

If Livestock are Slaughtered within the Territorial Limits during the Period of Insurance as a result of a positive reaction to a Test for the presence of maedi-visna, We will pay

- (1) the Market Value of Livestock immediately prior to Slaughter had it not been affected by, or exposed to, maedi-visna

or

- (2) the Sum Insured specified in The Schedule  
whichever is the lower.

We will not pay You in respect of Slaughter arising from any cause other than failure to pass a Test.

### Cover H - Swine Fever

If Livestock are Slaughtered within the Territorial Limits during the Period of Insurance as a result of the existence of swine fever being confirmed by The Authorities, We will pay

- (1) the difference between
  - (a) the compensation paid, or payable, by The Authoritiesand
  - (b) the lower of
    - (i) the Market Value of Livestock immediately prior to Slaughter had it not been affected by, or exposed to, swine fever

or

- (ii) the Sum Insured specified in The Schedule

and

- (2) 25% of
  - (a) the compensation paid, or payable, by The Authoritiesor
  - (b) the Market Value of Livestock immediately prior to Slaughter had it not been affected by, or exposed to, swine feveror
  - (c) the Sum Insured specified in The Schedule  
whichever is the lower.

We will not pay You if Livestock have been

- (1) bought in the open market
- (2) fed Waste Food or Animal By-products.

### Cover I - Swine Vesicular Disease

#### Option 1 - Closed Herd

#### Option 2 - Open Herd

If Livestock are Slaughtered within the Territorial Limits during the Period of Insurance as a result of the existence of swine vesicular disease being confirmed by The Authorities, We will pay

25% of

- (1) the compensation paid, or payable, by The Authorities
- or
- (2) the Sum Insured specified in The Schedule  
whichever is the lower.

We will not pay You if Livestock have been

- (1) bought in the open market
- (2) fed Waste Food or Animal By-products.

### Cover J - Tuberculosis

If Livestock is Slaughtered within the Territorial Limits during the Period of Insurance as a result of

- (1) a positive reaction to a Test for the presence of tuberculosis  
or
- (2) being classified as a Dangerous Contact because of the existence of tuberculosis

We will pay 25% of

- (a) the compensation paid, or payable, by The Authorities  
or
- (b) the Market Value of Livestock immediately prior to Slaughter had it not been affected by, or exposed to, tuberculosis  
or
- (c) the Sum Insured specified in The Schedule

whichever is the lower.

### Condition

The following Condition applies to Part Two - Cover J.

(Also refer to the Conditions to Parts One, Two and Three and the Policy Conditions at the back of this policy booklet.)

#### Frequency of Routine Tests

The frequency of routine Tests for the presence of tuberculosis is

- (1) annual  
or
- (2) biennial  
or
- (3) triennial

The premium charged for this Cover reflects the frequency of routine Tests which You have selected.

If at the time of a claim the frequency of Tests exceeds that selected, the amount We pay will be proportionately reduced, based on the difference between the premium You paid and the premium which You should have paid.

This Condition will not apply during the Period of Insurance in which a change in the frequency of routine Tests takes place.

### Cover K - Tuberculosis Movement Restriction

If The Authorities impose a restriction on the movement of Livestock within the Territorial Limits as a result of the existence of tuberculosis during the Period of Insurance, We will pay

- (1) for the first 13 consecutive weeks £Nil
- (2) for the next 26 consecutive weeks in excess of (1) the Sum Insured
- (3) for the next 26 consecutive weeks in excess of (2) 125% of the Sum Insured

provided that The Premises are within an area subject to the movement restriction.

### Exception to Part Two

The following Exception applies to Part Two of this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet.)

We will not pay You in respect of Damage to Livestock arising in connection with shows, sales or export.

### Part Three - Mortality and Infertility

#### Cover 1 - Full Mortality on Bulls (excluding Infertility)

If any bull specified in The Schedule dies or is Slaughtered

- (1) during the Period of Insurance
  - or
- (2) within 30 days following the expiry of the Period of Insurance

as a result of

- (a) an accident
  - or

- (b) disease contracted

within the Territorial Limits during the Period of Insurance

We will pay

- (i) the Market Value of the bull
  - or
- (ii) the Sum Insured specified in The Schedule  
whichever is the lower.

We will not pay You if any bull becomes permanently infertile, impotent or incapable of natural service.

#### Cover 2 - Full Mortality and Infertility on Bulls

If any bull specified in The Schedule

- (1) dies or is Slaughtered
  - or
- (2) becomes permanently infertile, impotent or incapable of natural service

- (a) during the Period of Insurance
  - or

- (b) within 30 days following the expiry of the Period of Insurance

as a result of

- (i) an accident
  - or
- (ii) disease contracted

within the Territorial Limits during the Period of Insurance

We will pay

- the Market Value of the bull
  - or
- the Sum Insured specified in The Schedule  
whichever is the lower.

#### Cover 3 - Full Mortality on Cows (excluding Parturition)

If any cow specified in The Schedule dies or is Slaughtered

- (1) during the Period of Insurance
  - or
- (2) within 30 days following the expiry of the Period of Insurance

as a result of

- (a) an accident
  - or
- (b) disease contracted

within the Territorial Limits during the Period of Insurance

We will pay

- (i) the Market Value of the cow
  - or
- (ii) the Sum Insured specified in The Schedule  
whichever is the lower.

We will not pay You in respect of any claim arising from

- (1) parturition or its consequences
- (2) the pregnant condition of the cow.

### **Cover 4 - Full Mortality on Cows (including Parturition)**

If any cow specified in The Schedule dies or is Slaughtered

- (1) during the Period of Insurance  
or
- (2) within 30 days following the expiry of the Period of Insurance

as a result of

- (a) an accident  
or
- (b) disease contracted  
or
- (c) parturition  
or
- (d) the pregnant condition of the cow

within the Territorial Limits during the Period of Insurance

We will pay

- (i) the Market Value of the cow  
or
- (ii) the Sum Insured specified in The Schedule  
whichever is the lower.

### **Cover 5 - Full Mortality on Rams (excluding Infertility)**

If any ram specified in The Schedule dies or is Slaughtered

- (1) during the Period of Insurance  
or
- (2) within 30 days following the expiry of the Period of Insurance

as a result of

- (a) an accident  
or
- (b) disease contracted

within the Territorial Limits during the Period of Insurance

We will pay

- (i) in respect of death or Slaughter during the months of January to August, 50% of
  - the Market Value of the ram  
or
  - the Sum Insured specified in The Schedule  
whichever is the lower
- (ii) in respect of death or Slaughter during the months of September to December
  - the Market Value of the ram  
or
  - the Sum Insured specified in The Schedule  
whichever is the lower.

We will not pay You if any ram becomes permanently infertile, impotent or incapable of natural service.

### Cover 6 - Full Mortality on Working Dogs (excluding Infertility and Parturition)

If any working dog specified in The Schedule dies or is Slaughtered

- (1) during the Period of Insurance
- or
- (2) within 30 days following the expiry of the Period of Insurance

as a result of

- (a) an accident
- or
- (b) disease contracted

within the Territorial Limits during the Period of Insurance

We will pay

- (i) the Market Value of the working dog
  - or
  - (ii) the Sum Insured specified in The Schedule
- whichever is the lower.

We will not pay You

- (1) if any working dog becomes permanently infertile, impotent or incapable of natural service
- (2) in respect of any claim arising from
  - (a) parturition or its consequences
  - (b) the pregnant condition of the working dog.

### Cover 7 - Vendor's Guarantee

We will indemnify You in respect of Your legal liability for any animal specified in The Schedule which

- (1) has been sold at a public auction
- and
- (2) is subsequently proven to be
  - (a) infertile
  - or
  - (b) incapable of getting stock.

Your legal liability must arise under the Breeding Warranty contained in either

- (i) the Breed Society's Auction Rules
- or
- (ii) the Livestock Auctioneers' Association Rules
- or
- (iii) any similar rules applying at the point and date of sale.

The maximum We will pay is

- (1) the purchase price paid, not exceeding the Sum Insured specified in The Schedule
  - and
  - (2) up to £5,000 in respect of any reasonable
    - (a) interest on the purchase price
    - (b) cost of the keep of the animal
    - (c) animal transportation costs
    - (d) veterinary surgeon's fees
- from the time of sale.

## Condition

The following Condition applies to Part Three - Cover 7.

(Also refer to the Conditions to Parts One, Two and Three and the Policy Conditions at the back of this policy booklet.)

### Notification

You must tell Us immediately if any animal is, or is suspected of being, infertile or incapable of getting stock.

## Conditions to Part Three

The following Conditions apply to Part Three of this Section.

(Also refer to the Policy Conditions at the back of this policy booklet.)

### Certification of Death

You must arrange for a veterinary surgeon to certify the cause of death, if requested by Us, including where necessary a post-mortem examination.

### Use

You must not use Livestock for any purpose other than that specified in The Schedule without Our written agreement.

## Exceptions to Parts One, Two and Three

The following Exceptions apply to Parts One, Two and Three of this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet.)

We will not pay You in respect of

#### (1) Damage to Livestock

##### (a) straying

However, We will pay You if proper and adequate fencing was provided for the safety of Livestock.

##### (b) in transit for hire or reward in any vehicle and/or trailer which You own or for which You are responsible

(c) insured by You, or on Your behalf, under a separate insurance arrangement

(2) Damage to horses being ridden in connection with hunting, racing, show-jumping or any competitive event

(3) any consequential loss except where specifically stated in this Section

(4) Damage as a result of any disease, insured under Part Two of this Section, which occurs within 30 days from inception

If such Damage occurs, the appropriate Cover for that disease applicable under Part Two of this Section will be cancelled from inception and the premium applicable to that disease returned to You.

However, this Exception does not apply to Part Two, Cover C - Brucellosis when insured by this Section.

(5) Damage occurring outside the Territorial Limits.

## Conditions to Parts One, Two and Three

The following Conditions apply to Parts One, Two and Three of this Section.

(Also refer to the Policy Conditions at the back of this policy booklet.)

### Adequate and Proper Attention

If Damage occurs which may give rise to a claim You must immediately arrange for

(1) adequate and proper attention to, and treatment of, Livestock

(2) a veterinary surgeon's report on the condition of Livestock.

However, this Condition does not apply to Part One, Contingency J - Theft when insured by this Section.

### Average

The value of Livestock is specified in The Schedule.

If, at the time of Damage, the specified value of Livestock is less than 75% of the Market Value of Livestock, You will

(1) be responsible for the difference

## **Asset Protection** – Livestock

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(2) bear a proportionate share of the loss.

However, this Condition does not apply to

- (a) Part Two, Cover D - Brucellosis Movement Restriction
- (b) Part Two, Cover K - Tuberculosis Movement Restriction

when insured by this Section.

### **Basis of Claim Settlement**

You will provide Us with full particulars of any claim, including documentation from The Authorities.

These particulars and documentation

- (1) are required before We will make any payment and
- (2) will be used as the basis of settlement.

### **Slaughter for Humane Reasons**

If Livestock are Slaughtered for humane reasons, You must dispose of the carcass(es) to the best advantage.

Any payment which You obtain from the disposal of the carcass(es) will belong to Us and must be passed to Us immediately.

### **Transfer of interest**

We will be under no obligation to accept or be affected by any transfer of any interest which relates to Livestock. Only You have any rights against Us in respect of a claim for Damage to Livestock.

### **Vehicles and/or Trailers**

If in relation to any claim, You have failed to fulfil the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that all vehicles and/or trailers used for the transit of Livestock are

- (1) suitably constructed for that purpose
- (2) properly cleaned and maintained at all times.



### Money and Assault Section

#### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative Definition is stated to apply.

##### **Bodily Injury**

Bodily injury caused by violent and visible means which solely, directly and independently of any other cause results in death or disablement, occurring within 24 months from the date such injury is caused.

##### **Business Hours**

Your normal working hours and any other period during which You or any director, partner or Employee who is entrusted with Money are on The Premises in connection with The Business.

##### **Insured Person**

You or any director, partner or Employee of Yours aged between 16 and 75.

##### **Loss of Limb**

In respect of

- (1) an arm - physical severance of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand)  
  
and/or
- (2) a leg - physical severance at or above the level of the ankle (talo-tibial joint)

and shall also mean permanent total loss of use of an entire hand or arm at or above the metacarpal phalangeal joints or a leg at or above the level of the ankle.

##### **Permanent Total Disablement**

Permanent disablement (other than loss of sight, loss of hearing or Loss of Limb) which

- (1) wholly prevents the Insured Person from pursuing their normal occupation  
  
and
- (2) lasts without interruption for more than 12 months from the date such injury is caused  
  
and
- (3) in all probability will continue for the remainder of the Insured Person's life.

##### **Temporary Partial Disablement**

Disablement which prevents the Insured Person from pursuing a substantial part of their normal occupation.

##### **Temporary Total Disablement**

Disablement which entirely prevents the Insured Person from pursuing their normal occupation.

### Part One - Money

#### Cover

We will indemnify You in respect of

- (1) loss of Money, up to the Limit Any One Loss specified in The Schedule, which
  - (a) belongs to You  
  
or
  - (b) You are responsible for  
  
in connection with The Business while
    - (i) in transit
    - (ii) in the custody of collectors for 24 hours from the time they receive it or until the next working day whichever is later
    - (iii) on contract sites while You or Your Employees are working there
    - (iv) on The Premises
    - (v) at Your home or the home of any director, partner or Employee
    - (vi) in a bank night safe until removed by the bank
    - (vii) at farmers' markets

## Asset Protection – Money and Assault

- (viii) in vending or gaming machines on The Premises
- (2) the cost of replacement or repair following loss of or damage to any
- (a) safe or strongroom specified in The Schedule
  - (b) case, bag or waistcoat used for carrying Money
- following theft or attempted theft of Money occurring during the Period of Insurance in connection with The Business
- (3) loss of or damage to clothing and personal belongings owned by You or any director, partner or Employee of Yours following theft or attempted theft of Money involving violence or threat of violence occurring during the Period of Insurance in connection with The Business

The maximum We will pay is £500 for any one person.

- (4) the cost of replacing the locks and keys of doors necessary to maintain the security of The Premises following theft of keys from
- (a) any director, partner or Employee of Yours
  - (b) the home of any director, partner or Employee of Yours

The maximum We will pay is £1,000.

- (5) the cost of replacing livestock documents following loss of or damage to such item(s).

The maximum We will pay is £250,000 during any one Period of Insurance.

- (6) financial loss sustained as a direct result of a business credit, charge, debit or bankers card, being lost or stolen and it being fraudulently used by someone other than You.

The maximum We will pay in respect of any one card is £500 and £1,000 in respect of any one Period of Insurance.

We will not indemnify You in respect of

- (a) unexplained disappearance or inventory shortage

- (b) disappearance from any unattended vehicle unless there has been forcible entry to the vehicle
- (c) the first £100 of each and every loss.

### Exceptions

The following Exceptions apply to Part One of this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet.)

We will not indemnify You in respect of

- (1) loss or shortages due to clerical or accounting errors or omissions, accountancy depreciation, currency fluctuation or consequential loss of any kind
  - (2) loss due to the dishonesty of any director, partner or Employee of Yours
    - (a) not discovered within seven working days of the loss
    - (b) where a more specific insurance is in force, except for any amount in excess of that insurance
  - (3) loss of Money from an unattended vehicle
  - (4) loss or damage arising outside Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man
  - (5) loss resulting directly or indirectly from
    - (a) forgery
    - (b) fraudulent alteration or substitution
    - (c) fraudulent use of a computer or electronic transfer
  - (6) loss resulting from use of any form of payment which proves to be
    - (a) counterfeit
    - (b) false
    - (c) invalid
    - (d) uncollectable
    - (e) irrecoverable
- for any reason.

- (7) any loss of Money resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- (a) Terrorism
  - (b) civil commotion in Northern Ireland
  - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of loss of Money occurring in England, Wales and Scotland only but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands, 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 HM Government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of loss of Money occurring in any territory not specified in (i) above any act or acts including but not limited to
  - the use or threat of force and/or violence, and/or
  - harm or damage to life or to property or the threat of such harm or damage including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such damage is covered under this Section will be upon You.

## Conditions

The following Conditions apply to Part One of this Section.

(Also refer to the Policy Conditions at the back of this policy booklet.)

### Money in Transit

If in relation to any claim for Money (other than described in Item 1 of The Schedule) in transit You have failed to fulfil any of the following Conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that

- (1) Money in transit is accompanied by the following number of persons who must either be You and/or any director, partner or Employee of Yours
  - over £2,000 up to £5,000 by at least two persons
  - over £5,000 up to £8,000 by at least three persons
  - over £8,000 up to £12,000 by at least four persons
  - over £12,000 as stated in The Schedule
- (2) private transport is used for amounts greater than £2,000 where the distance exceeds half a mile.

The maximum We will pay will not exceed the limits specified in The Schedule.

### Records and Key Security

If in relation to any claim You have failed to fulfil the following Conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that

- (1) You keep a complete record of Money in a secure place other than in a safe or strongroom containing Money
- (2) outside Business Hours the safe or strongroom will be kept locked and the keys removed from The Premises unless The Premises are occupied by You or any director, partner or authorised Employee of Yours, in which case the keys will be kept in a secure place away from any safe or strongroom
- (3) whenever The Premises are closed for business or left unattended, all security devices to protect The Premises are properly fitted and put into full operation.

### Additional Conditions

The following Additional Conditions apply to this Section only if stated in The Schedule.

(Also refer to the Policy Conditions at the back of this policy booklet.)

#### A Intruder Alarm System

For the purpose of this Additional Condition the following Definitions apply.

##### Intruder Alarm System

An electrical installation to detect and indicate the presence, entry or attempted entry of an intruder into Protected Premises.

##### Protected Premises

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

##### Responsible Person

You or any person authorised by You to be responsible for the security of The Premises.

##### Keyholder

You or any person or keyholding company authorised by You who must be available at all times to

- (1) accept notification of faults or alarm signals relating to the Intruder Alarm System  
and
- (2) attend and allow access to The Premises.

If in relation to any claim for Damage caused by theft or attempted theft involving entry or exit from The Premises by forcible or violent means, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

While The Premises are unattended You must ensure that

- (1) The Premises are protected by an Intruder Alarm System and means of communication used to transmit signals from such an Intruder Alarm System designed, installed and maintained as agreed by Us.
- (2) the Protected Premises must not be left without at least one Responsible Person in attendance
  - (a) unless the Intruder Alarm System is set in its entirety with all means of communication used to transmit signals in full operation

- (b) if the police have withdrawn their response to alarm calls

unless We agree otherwise.

- (3) in the event of notification of any activation of the Intruder Alarm System or interruption of any of the means of communication during any period that the Intruder Alarm System is set, a Keyholder shall attend The Premises as soon as reasonably possible, in order to confirm the security of The Premises and reset the Intruder Alarm System in its entirety. If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a Keyholder must remain at The Premises unless We agree otherwise in writing.
- (4) You will advise Us as soon as possible, and in any event not later than 10.00am on Our next working day
  - (a) that police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
  - (b) of notice from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
  - (c) that the Intruder Alarm System and the means of communication used to transmit signals from such installation cannot be returned to or maintained in full working orderand You must comply with any of Our subsequent requirements.
- (5) no alteration or substitution of
  - (a) any part of the Intruder Alarm System
  - (b) the structure of The Premises or changes to the layout of The Premises which would affect the effectiveness of the Intruder Alarm System
  - (c) the means of communication used to transmit signals from the Intruder Alarm System
  - (d) the procedures agreed with Us for police or any other response to any activation of the Intruder Alarm System
  - (e) the maintenance contractshall be made without Our written agreement.

## Asset Protection – Money and Assault

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- (6) You and each Keyholder maintain secrecy of codes and security of keys and setting/unsetting devices for the operation of the Intruder Alarm System. All keys and other setting/unsetting devices for the Intruder Alarm System must be removed from The Premises when they are left unattended.
  - (7) The Intruder Alarm System is maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or other such company, as agreed by Us.
  - (8) You must appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company contracted to maintain the Intruder Alarm System, and with the police if they so require.
- (2) all other external doors and internal doors leading to common areas or other premises must be secured by
    - (a) the means set out in (1)
    - or
    - (b) key operated security bolts fitted top and bottom
  - (3) all opening windows or rooflights accessible from the ground or via roofs, pipework or other structures are secured by key operated locking devices or screwed permanently shut
  - (4) any other security measures stipulated or agreed by Us in writing are implemented and in full and effective working order.

Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements.

### B Requirements

If in relation to any claim in respect of Damage insured by this Section, You have failed to implement the requirements stated in the Schedule of Requirements, within the timescales specified, You will lose Your right to indemnity or payment for that claim.

### C Minimum Security

If in relation to any claim for Damage caused by theft or attempted theft which occurs more than 30 days after the inception of this Section, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that

- (1) final exit doors are secured as follows
  - (a) timber doors - by mortice deadlocks having five or more levers or conforming to BS3621 with matching boxed striking plate
  - (b) aluminium doors - by cylinder mortice lock operating a swinging lock bolt
  - (c) PVCu doors - by key operated multi-point locking devices having three or more locking points
  - (d) the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom

When The Premises are closed for business all locks fitted to final exit doors are put into effect.

### D Visible Signs

We will not indemnify You in respect of Damage caused by theft or attempted theft unless there are visible signs of entry into or exit from The Premises by forcible and violent means.

## Part Two - Assault

### Cover

We will pay You, or Your personal representatives, compensation for Bodily Injury to an Insured Person caused by theft or attempted theft, involving violence or threat of violence, which happens in the course of The Business during the Period of Insurance and solely, directly and independently of any other cause results in any of the following Contingencies

- 1 Death.
- 2 Total and permanent loss of
  - (a) sight in one or both eyes
  - (b) hearing in one or both ears
  - (c) speech.
- 3 Loss of Limb.
- 4 Permanent Total Disablement.
- 5 Temporary Total Disablement.
- 6 Temporary Partial Disablement.

### Clauses

The following Clauses apply to Part Two of this Section.

#### Amounts Payable

- (1) We will pay for any one injury
  - (a) the compensation specified in The Schedule
  - (b) weekly compensation at four weekly intervals
  - (c) compensation under Contingencies 5 and 6 for a maximum of 24 months from the date that the disablement started
- (2) weekly compensation being paid for the same injury will end if We pay compensation under any of Contingencies 1-4
- (3) insurance will end for the Insured Person if We pay compensation under any of Contingencies 1-4.

#### Medical Evidence

- (1) We may require, at Our expense,
  - (a) an Insured Person to undergo medical examinations
  - or
  - (b) a post-mortem to be carried out.
- (2) You, or Your personal representatives, will supply to Us, at Your expense, any
  - (a) certificate
  - (b) information
  - (c) evidencein the format We require to support a claim.

## Engineering Section

### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative Definition is stated to apply.

#### Breakdown

- (1) The breaking, distortion or burning out of any part of the Plant or Machinery which occurs while the Plant or Machinery is being used normally, arising from any mechanical or electrical defect in the Plant or Machinery
- (2) the complete severance of a rope
- (3) the fracturing or distortion of any part of the Plant or Machinery by frost

including any resultant loss of cooling, lubricating or insulating oil, refrigerant or brine.

#### Collapse

The sudden and dangerous distortion of any part of the Plant or Machinery caused by crushing stress by force of steam or fluid pressure.

Collapse does not include distortion by pressure or ignition of flue gases.

#### Damage

Loss, destruction or damage.

#### Excess

The amount(s) specified in Your policy or The Schedule which We will deduct from for each and every claim arising out of one cause.

#### Explosion

The sudden and violent rending of Plant or Machinery by force of internal steam or fluid pressure.

Explosion does not include

- (1) pressure of chemical action
- (2) ignition of the contents of the Plant or Machinery
- (3) the pressure or ignition of flue gases.

### Plant or Machinery

All parts of the property insured stated in The Schedule. Any Item described in The Schedule as a boiler includes the firing apparatus, motors, pumps, fans and dedicated controls.

Plant or Machinery does not include

- (1) non-metallic or refractory linings
- (2) (a) cutting edges or extrusion heads  
(b) moulds, patterns or dies  
(c) heating elements  
(d) cables, ropes, belts or chains  
unless these require replacement as a result of Damage for which We have admitted liability
- (3) supporting or enclosing structures, foundations, masonry or brickwork
- (4) any power unit, used only for road or site mobility, where Damage is caused solely by Breakdown
- (5) (a) office equipment  
(b) spare parts  
unless specified in The Schedule
- (6) clothing and personal effects.

### Cover

We will indemnify You in respect of Damage occurring during the Period of Insurance to the Plant or Machinery at The Premises by each of the following Contingencies, if the letter set against it is stated in The Schedule.

The maximum We will pay in respect of any one occurrence is the Limit of Indemnity specified in The Schedule.

### Contingencies

#### A Sudden and Unforeseen Damage

Sudden and unforeseen Damage including

- (1) Breakdown
- (2) Explosion

## Asset Protection – Engineering

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### (3) Collapse

to Plant or Machinery at The Premises, which requires repair or replacement before normal working of the Plant or Machinery can resume.

### **B Breakdown, Explosion or Collapse**

Breakdown, Explosion or Collapse of Plant or Machinery at The Premises which requires repair or replacement before normal working of the Plant or Machinery can resume.

### **C Accidental Damage**

Accidental Damage to Plant or Machinery at The Premises which requires repair or replacement before normal working of the Plant or Machinery can resume.

We will not indemnify You in respect of Breakdown, Explosion or Collapse.

However, We will indemnify You in respect of any consequent Damage caused by Breakdown, Explosion or Collapse which is not otherwise excluded.

## Clauses

The following Clauses apply to this Section.

### **Additional Plant or Machinery**

We will indemnify You in respect of Damage to additional Plant or Machinery of a similar type to that stated in The Schedule, subject to the existing Limit of Indemnity, provided that You

- (1) advise Us of any additional Plant or Machinery before the end of the current Period of Insurance in which it was installed and ready for use
- (2) comply with current law for examination and certification of Plant or Machinery before it is used.

We will not indemnify You if

- (1) Plant or Machinery is unsuitable for its purpose
- (2) You are aware of any material defects in the additional Plant or Machinery.

### **Basis of Settlement - Reinstatement**

The basis upon which We will calculate the amount We will pay for any claim will be the reinstatement of the Plant or Machinery or other property insured by this Section subject to the following conditions.

- (1) If Plant or Machinery or other property insured is destroyed We will pay for its replacement by similar Plant or Machinery or property in a condition as good as but not better or more extensive than its condition when new.
- (2) If Plant or Machinery or other property insured is damaged We will pay the cost of repairs but We will not pay more than We would have paid if the Plant or Machinery or other property had been completely destroyed.  
  
Where the parts necessary to repair Plant or Machinery or other property insured are not available at the manufacturer's listed prices, We will pay for the cost of an equivalent repair to similar property for which parts are available at manufacturer's listed prices.
- (3) Plant or Machinery or other property insured may be replaced on another site in a manner suitable to Your needs but this must not increase Our liability.
- (4) All work must begin and be carried out as quickly as possible.

Where

- (a) the normal working environment of the Plant or Machinery is a yard, an open sided building, a compound or other open space unless for the purpose of providing effluent, electricity, gas, heating, water or other building services to The Premises
- (b) the other property insured by the Lifted Goods Endorsement is stock in trade or is in the process of manufacture

the basis of settlement will be indemnity.

### **Debris Removal**

We will indemnify You in respect of costs and expenses incurred with Our consent for

- (1) removal of debris
- (2) dismantling or demolishing
- (3) shoring or propping

of the Plant or Machinery or other property insured which has suffered Damage insured under this Section.

The maximum We will pay is £25,000 in respect of any one claim or series of claims arising out of one cause.



We will not indemnify You in respect of costs and expenses

- (1) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- (2) arising from pollution or contamination of Plant or Machinery or other property insured by this Section
- (3) more specifically insured.

### European Union and Public Authorities

In the event of Damage We will pay the additional cost of reinstating Plant or Machinery or other property insured by this Section necessary to comply with any

- (1) European Union legislation
- (2) Act of Parliament
- (3) bye-laws of any public authority.

We will not indemnify You in respect of

- (1) costs incurred
  - (a) relating to Damage not insured by this Section
  - (b) where notice was served on You before the Damage occurred
  - (c) where an existing requirement must be completed within a stipulated period
  - (d) relating to Plant or Machinery or other property insured which has not suffered Damage
- (2) any charge or assessment arising from capital appreciation following compliance with any legislation or bye-law.

### Loss Avoidance Measures

We will indemnify You in respect of reasonable costs and expenses You incur to mitigate Damage to the Plant or Machinery which would otherwise be inevitable, provided that

- (1) the impending Damage does not stem from any reasonably foreseeable or gradually developing cause
- (2) We are satisfied that Damage has been avoided or mitigated as a result of the measures taken
- (3) the policy terms, Exceptions and Conditions will apply as if Damage had occurred.

The maximum We will pay is £10,000 in respect of any one claim or series of claims arising out of one cause.

### Our Rights

If Damage occurs which may lead to a claim, We may take possession of, or require to be delivered to Us, Plant or Machinery which We will deal with in a reasonable manner without incurring liability or reducing Our rights.

We will not indemnify You if You or anyone acting on Your behalf

- (1) do not comply with Our requirements
- (2) hinder or obstruct Us.

You are not entitled to abandon property to Us.

### Prevention of Further Loss

If Damage occurs which may lead to a claim, You will not use the Damaged Plant or Machinery unless We authorise otherwise and until it has been repaired to Our satisfaction.

### Temporary Hire of Replacement Plant or Machinery

We will indemnify You in respect of costs and expenses incurred with Our consent for the temporary hire or rental of replacement Plant or Machinery following Damage which is insured under this Section.

The maximum We will pay is £10,000 in respect of any one claim or series of claims arising out of one cause.

We will not indemnify You in respect of any hire or rental costs incurred in the first 48 hours immediately following Damage.

### Supplementary Expenses

We will, at Our discretion, pay any reasonable costs and expenses incurred as a result of

- (1) temporarily repairing Damage to Plant or Machinery  
and
- (2) ensuring the Damage to Plant or Machinery is repaired as soon as possible.

The maximum We will pay is £25,000 in respect of any one claim.

### Temporary Removal

We will indemnify You in respect of Damage to Plant or Machinery while temporarily removed for the purposes of cleaning, renovating or repair, including whilst in transit.

We will not indemnify You in respect of Damage to Plant or Machinery caused by Explosion.

### Exceptions

The following Exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet.)

We will not indemnify You in respect of

- (1) Damage caused by or consisting of
  - (a) fire or lightning
  - (b) aircraft including other aerial devices and articles dropped from them
  - (c) storm, flood or inundation from the sea
  - (d) water leaking or discharged from any sprinkler installation
  - (e) subsidence, ground heave or landslip
  - (f) theft or attempted theftregardless of any other contributory cause  
However, this Exception does not apply to the Temporary Removal Clause.
- (2) Damage caused by or consisting of
  - (a) gradual deterioration or wear and tear
  - (b) gradually developing defects, flaws, deformation, distortion, cracks or partial fractures
  - (c) loose parts or defective joints or seams unless caused directly by overheating brought about by shortage of water in Plant or Machinery which is subject to steam or fluid pressureHowever, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.
- (3) the cost of any maintenance work
- (4) Damage caused by
  - (a) any test or experiment
  - (b) Plant or Machinery being intentionally overloaded
- (5) Damage caused by or to materials or substances being treated, handled or processed
- (6) Damage caused by the use of any crane unless the lifting operation complies fully with the

requirements of BS7121 or any other British or International standard which may replace it

- (7) Damage to or liability arising out of Plant or Machinery which You hire out without Our consent
- (8) any penalty
  - (a) for delay or detention
  - (b) in connection with guarantees or performance or efficiency
  - (c) for liquidated damages or consequential loss
  - (d) for liability not specifically provided for by this Section
- (9) Damage to tyres caused by braking or by punctures, cuts or bursts
- (10) Damage to Plant or Machinery during transit by sea or air  
  
However, this Exception does not apply to the Temporary Removal Clause.
- (11) Damage caused by Your wilful act or wilful neglect
- (12) Damage to experimental or prototype Plant or Machinery
- (13) the Excess
- (14) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- (a) Terrorism
- (b) civil commotion in Northern Ireland
- (c) any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands)

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

- (ii) in respect of Damage occurring in any territory not specified in (i) above

any act or acts including but not limited to

- the use or threat of force and/or violence

and/or

- harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section the burden of proving that such Damage is covered under this Section will be upon You.

## Endorsements

The following Endorsements apply only if stated in The Schedule.

### 1 Damage to Own Surrounding Property

We will indemnify You in respect of Damage to Plant or Machinery and other property belonging to You or in Your custody or control arising from

- (a) Explosion or Collapse of boiler and pressure Plant or Machinery

or

- (b) Damage caused by impact arising out of the normal use of all other Plant or Machinery

insured by this Section.

We will not indemnify You in respect of Damage to

- (1) goods being lifted, lowered, moved or processed by the Plant or Machinery
- (2) property, land or buildings caused by
  - (a) vibration, excavation, removal or weakening of supports
  - (b) the weight of supports
  - (c) the weight of any machine or load carried.

### 2 Loss of Milk - Bulk Milk Tank

We will indemnify You in respect of loss of milk due to or resulting from

- (a) Damage to the tank for which liability is admitted under this Section
- (b) non-operation from any inherent cause of any thermostatic or automatic controlling device relating to the tank
- (c) contamination by refrigerant or refrigerant fumes which have escaped from the plant
- (d) accidental failure of public utilities.

The maximum We will pay in respect of any one occurrence is the Limit of Liability specified in The Schedule.

We will not indemnify You in respect of

- (1) Damage resulting from the failure of public utilities due to any deliberate act by such public utility unless performed for the sole purpose of safeguarding life or protecting any part of the public utility's generating or supply equipment
- (2) loss of contents caused by evaporation, seepage, overflowing or any form of normal trade loss
- (3) scratching of painted or polished surfaces or breakage of glass, porcelain or similar materials.

## Business Interruption Section

### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative Definition is stated to apply.

#### Annual Revenue

The Revenue during the 12 months immediately before the date of the Damage.

#### Book Debts

Book debts estimated to be outstanding in Your business books of account at the time of Damage, adjusted for bad debts.

#### Customers' Accounts

Your accounts for all customers who trade with You on a credit or hire purchase basis.

#### Damage

Accidental loss or destruction of or damage to property used by You at The Premises for the purpose of The Business.

#### Defined Contingency

Fire

Lightning

Explosion

Aircraft including other aerial devices and articles dropped from them

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

Earthquake

Underground fire

Fire caused by the property's own spontaneous fermentation, heating or combustion

Falling trees

Escape of fuel from any fixed heating installation or apparatus

Storm

Storm or Flood

Escape of water from any tank, apparatus or pipe

Impact

Theft or attempted theft.

#### Estimated Revenue

Your estimate of Revenue for the financial year (proportionately increased where the Maximum Indemnity Period exceeds 12 months) most closely corresponding to the Period of Insurance.

#### Indemnity Period

The period during which The Business results are affected due to Damage, beginning with the date of the Damage and ending no later than the expiry of the Maximum Indemnity Period.

#### Maximum Indemnity Period

The number of months stated in The Schedule.

#### Revenue

The money (including subsidies) paid or payable to You for goods, produce or livestock, sold and delivered and for services rendered in the course of The Business at The Premises.

#### Standard Revenue

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

#### The Business

As specified in The Schedule.

#### The Premises

- (1) As stated in The Schedule.
- (2) For the purposes of indemnity following Damage to:
  - (a) agricultural produce, growing crops or livestock, as stated in The Schedule, any other premises being used by The Policyholder for the purpose of The Business and whilst in transit in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
  - (b) agricultural machinery, plant and vehicles, as stated in The Schedule, any other premises being used by The Policyholder for the purpose of The Business and

## Revenue Protection – Business Interruption

whilst moving between such premises in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

### Cover

In respect of each Item in The Schedule, We will indemnify You in respect of any interruption or interference with The Business as a result of Damage occurring during the Period of Insurance caused by each of the following Contingencies if the letter set against it is stated in The Schedule.

The maximum We will pay in respect of any one claim is

- (1) for any Item, the Sum Insured or Estimated Amount
- (2) in aggregate, the Total Sum Insured or Estimated Revenue(s)

specified in The Schedule.

### Contingencies

A (1) Fire.

We will not indemnify You in respect of Damage

- (1) caused by explosion resulting from fire
- (2) caused by earthquake, riot or civil commotion or underground fire
- (3) to that portion of any Item caused by its own self ignition, leakage of electricity, short circuiting or over-running
- (4) caused by
  - (a) its own spontaneous fermentation or heating
  - (b) its undergoing any process involving the application of heat.

However, We will indemnify You in respect of Fire resulting from grain drying involving the application of heat.

A (2) Lightning

A (3) Explosion of

- (a) boilers
- (b) gas in a building not being part of any gas works

used for lighting or heating the building.

B Explosion.

We will not indemnify You in respect of Damage

- (1) caused by the bursting of
  - (a) a boiler
  - (b) other equipment

where the internal pressure is due to steam only and belongs to You or is under Your control

- (2) to a boiler or other equipment or its contents caused by its own bursting.

However, We will indemnify You in respect of Damage not otherwise excluded if the boiler or other equipment is the subject of a contract providing inspection or maintenance required by any statutory regulation.

C Aircraft including other aerial devices and articles dropped from them.

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

We will not indemnify You in respect of Damage caused by or happening through

- (1) work stoppages
- (2) theft or attempted theft caused by malicious persons not acting on behalf of or in connection with any political organisation
- (3) Damage while the building is unoccupied.

E Earthquake.

F Underground fire.

G Fire caused by the Property Insured's own spontaneous fermentation, heating or combustion.

H Falling trees.

We will not indemnify You in respect of Damage caused by felling, lopping or pruning of trees.

I Escape of fuel from any fixed heating installation or apparatus.

J Storm.

## Revenue Protection – Business Interruption

We will not indemnify You in respect of Damage

- (1) due only to change in the water table level
- (2) caused by
  - (a) escape of water from any water course, lake, reservoir, canal or dam
  - (b) inundation from the seawhether resulting from storm or tempest or otherwise
- (c) frost
- (d) subsidence, ground heave or landslip
- (3) to
  - (a) fences, gates and moveable property in the open
  - (b) growing fruit or crops
  - (c) livestock which are not contained in a building.

K Storm or Flood.

We will not indemnify You in respect of Damage

- (1) due only to change in the water table level
- (2) caused by
  - (a) frost
  - (b) subsidence, ground heave or landslip
  - (c) escape of water from any tank, apparatus or pipe
- (3) to
  - (a) fences, gates and moveable property in the open
  - (b) growing fruit or crops
  - (c) livestock which are not contained in a building.

L Escape of water from any tank, apparatus or pipe.

We will not indemnify You in respect of Damage

- (1) caused by water discharged or leaking from an automatic sprinkler installation
- (2) while the building is unoccupied.

M Impact by any vehicle or animal or by goods falling therefrom.

We will not indemnify You in respect of Damage to goods being carried.

- N Theft or any attempted theft including
- (1) theft of the fabric of the building
  - (2) Damage to buildings for which You are responsible.

We will not indemnify You in respect of Damage

- (1) where You, or any director, partner or Employee of Yours, or any member of Your household, is involved as principal or accessory
- (2) to growing fruit or crops
- (3) caused by or consisting of acts of fraud or dishonesty
- (4) which is due to unexplained shortage or disappearance other than disappearance of livestock for a period exceeding 30 days.

O Worrying of sheep by dogs, foxes or vermin.

P Worrying of cattle by dogs, foxes or vermin.

Q Electrocution.

R Fatal injury to livestock caused by

- (1) accidental, violent, external and visible means
- (2) poisoning

occurring elsewhere than on The Premises or land occupied or used by You in connection with The Business.

We will not indemnify You in respect of livestock while in transit.

S Fatal injury to livestock caused by

- (1) accidental, violent, external and visible means
- (2) poisoning

while

(a) in transit by road including loading and unloading

(b) being transferred to any vehicle and being carried to

(i) the original destination

or

## Revenue Protection – Business Interruption

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(ii) the place of collection.

T Fatal injury to livestock caused by

(1) accidental, violent, external and visible means

(2) poisoning

occurring on The Premises or land occupied or used by You in connection with The Business.

We will not indemnify You in respect of livestock while in transit.

### Notes

- 1 All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.
- 2 Any adjustment made for current cost accounting will be ignored.

## Basis of Settlement

### Revenue

The insurance on any Item of Revenue is limited to loss due to

- (1) reduction in Revenue
- (2) increase in cost of working
- (3) replacement of Agricultural produce, seeds, feeds, fertilisers or chemicals and energy.

We will pay

■ in respect of (1)

the amount by which, due to the Damage, the Standard Revenue exceeds the actual Revenue during the Indemnity Period

■ in respect of (2)

any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Revenue during the Indemnity Period which but for such additional expense would have taken place due to the Damage. We will not pay more than the reduction avoided by the expenditure

■ in respect of (3)

the cost of replacing such property following Damage at The Premises which You necessarily and reasonably incur to continue The Business during the Indemnity Period

less any savings during the Indemnity Period in business charges or expenses, payable out of Revenue, which reduce or cease due to the Damage.

Provided that in respect of (1)

(a) where the Revenue is stated in The Schedule as Sum Insured

if at the time of the Damage the Sum Insured is less than the Annual Revenue (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a rateable share of the loss.

(b) where the Revenue is stated in The Schedule as Estimated Revenue

Our liability will not exceed 133.33% of the Estimated Revenue.

(c) where more than one Item is insured and the amount of Revenue is stated in The Schedule as Estimated Revenue under one Item and Sum Insured under any other Item

Our total liability will not exceed 133.33% of the Estimated Revenue and 100% of the Sum(s) Insured for any other Item(s)

unless otherwise agreed by Us.

Annual Revenue and Standard Revenue may be adjusted to reflect any trends or circumstances which

(i) affect The Business before or after the Damage

(ii) would have affected The Business had the Damage not occurred.

The adjusted figures will represent, as near as possible, the results which would have been achieved during the same period had the Damage not occurred.

### Rent Receivable

We will pay in respect of any Item on Rent Receivable the difference between

(1) the rent which would have been receivable in respect of The Premises during the Indemnity Period but for the Damage

## Revenue Protection – Business Interruption

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- (2) the amount of rent actually received during the same period

less any savings in charges or expenses of The Business, payable out of Rent Receivable, which reduce or cease due to the Damage.

If at the time of the Damage the Sum Insured by this Item is less than the rent which, but for the Damage would have been receivable during the 12 months from the date of the Damage (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a rateable share of the loss.

The maximum We will pay is the Sum Insured specified in The Schedule.

### Loss by Forced Sale of Dairy Cows

The insurance on any Item on Forced Sale of Dairy Cows is limited to loss sustained by You following Damage at The Premises necessitating the forced sale of dairy cows.

We will pay the difference between

- (1) the sale price  
and  
(2) the current value of dairy cows within the herd.

The maximum We will pay is

- (a) £2,500 in respect of any one animal sold  
(b) in the aggregate, the Sum Insured by this Item.

We will not indemnify You in respect of any value of milk which would have been produced during the Indemnity Period.

If at the time of the Damage the Sum Insured by this Item is less than the current value of dairy cows within the herd, You will be Your own insurer for the difference and bear a rateable share of the loss.

The maximum We will pay is the Sum Insured specified in The Schedule.

### Additional Increased Cost of Working

We will pay in respect of any Item on Additional Increased Cost of Working the additional expenditure incurred due to the Damage to maintain The Business during the Indemnity Period which exceeds the amount recoverable in respect of increase in the cost of working.

The maximum We will pay is the Sum Insured specified in The Schedule.

### Increased Cost of Working

We will pay in respect of any Item on Increased Cost of Working the additional expenditure which You necessarily and reasonably incur as a result of the Damage to continue The Business during the Indemnity Period on a scale no greater than that applicable during the corresponding period of 12 months immediately prior to the Damage.

The maximum We will pay is the Sum Insured specified in The Schedule.

## Clauses

The following Clauses apply to this Section.

### Adjustment of Premium

Where the Revenue is stated in The Schedule as Sum Insured

We will allow a return premium for the Period of Insurance where

- (1) You provide Us with a professional accountant's declaration of Revenue earned in Your financial year most closely corresponding to that Period of Insurance  
and  
(2) the declared figure (proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the Sum Insured.

The adjustment will be based on the difference between the declared figure (proportionately increased where necessary) and the Sum Insured.

The maximum We will repay is 50% of the premium paid by You for the Period of Insurance.



## Revenue Protection – Business Interruption

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We will not return premium for any reduction in Revenue which is entirely due to a claim.

Where the Revenue is stated in The Schedule as Estimated Revenue

You will supply, within six months of the expiry of each Period of Insurance, a professional accountant's declaration of Revenue earned in Your financial year most closely corresponding to the Period of Insurance.

We will, for the purposes of premium adjustment, increase the declared figure by the amount by which the Revenue was reduced during the financial year as a result of a claim.

If the declared figure (adjusted as above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) for the relative period of insurance

- (1) is less than the Estimated Revenue, We will allow a pro-rata return of up to 50% of the premium paid
- (2) exceeds the Estimated Revenue, You will pay a pro-rata additional premium.

### Alternative Premises

The Revenue during the Indemnity Period will include any money paid or payable to You during the Indemnity Period for goods sold or services provided elsewhere than at The Premises.

### Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

- (1) producing information We require for investigating any claim  
and
- (2) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim, including auditor's and professional accountant's charges, is the Sum Insured specified in The Schedule.

### Automatic Reinstatement

The Sum(s) Insured or Estimated Amount(s) specified in The Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary.

You must pay any additional premium required by Us to reinstate the Sum Insured.

### Debris Removal

The Sum Insured for each Item of Revenue includes costs and expenses You incur with Our consent for the removal of debris of agricultural produce, growing fruit or crops and livestock for sale, included within the Revenue insured by this Section.

We will not indemnify You in respect of costs and expenses

- (1) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- (2) arising from pollution or contamination of property not insured by this Section
- (3) more specifically insured.

### Renewal

Where the Revenue is stated in The Schedule as Estimated Revenue, You will supply, prior to each renewal, the Estimated Revenue for the financial year most closely corresponding to the following Period of Insurance.

### Veterinary Surgeon's Treatment Fees

The Revenue Sum Insured or Estimated Revenue specified in The Schedule includes

- (1) Veterinary surgeon's treatment fees

The maximum We will pay is £1,000 in respect of any one animal, including any fees necessarily incurred preventing Damage.

- (2) Any
  - (a) knacker renderedor
  - (b) authorised disposal centre

for the removal of any carcass

The maximum We will pay is

- (i) £500 in respect of any one animal
- (ii) £2,500 during any one Period of Insurance
- (3) any costs incurred by
  - (a) The Royal Society for the Prevention of Cruelty to Animals

## Revenue Protection – Business Interruption

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- (b) the fire service
- (c) a recognised professional rescue organisation

arising from the rescue, or attempted rescue, of livestock. Livestock must require rescue as a direct result of a Contingency insured under this section.

The maximum We will pay is £500 in respect of any one animal.

### Standard Extensions

The following Standard Extensions apply to this Section.

#### Action by Police, Government or Other Competent Authority

The prevention or restriction of access to, or closure of, The premises by any Police, Government or other competent Authority, due to an emergency event within one mile of the boundary of The Premises that causes or threatens a danger or disturbance.

We will not indemnify You

- (1) in respect of any action taken in controlling, preventing or suppressing the spread of any disease.
- (2) in respect of any danger or disturbance caused wholly or partly by You, or through your misconduct connivance, neglect or omission.
- (3) for any interruption or interference lasting less than 12 consecutive hours.

The provisions of any Automatic Reinstatement Clause do not apply.

#### Book Debts

The insurance in respect of Book Debts is limited to the loss sustained by You directly due to Damage.

We will pay

- (1) the difference between
  - (a) the Book Debts
  - and
  - (b) the total of the amounts received or traced

- (2) the additional expenditure incurred with Our consent in tracing and establishing customers' debit balances after the Damage

provided that if the Sum Insured by this Item is less than the Book Debts, the amount payable will be proportionately reduced.

If We require any information to verify a claim Your professional accountants, at the time of the claim, may produce and report details contained in business books or records. Their report will be accepted as prima facie evidence of the details.

We will pay Your professional accountant's charges for

- (1) producing information We require for investigating any claim
  - and
- (2) confirming the information in accordance with Your business books.

The maximum We will pay for any one claim, including professional accountant's fees, is £25,000 and not as stated in the Schedule.

#### Fire Resisting Safes

It is a Condition Precedent to Our Liability that Your books or records which contain details of Your accounts will be kept fire resisting safes or cabinets.

#### Temporary Removal

We will indemnify You in respect of loss resulting from Damage occurring within Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man to Your books of account, other business books or records, whilst temporarily removed to any premises occupied by persons acting on Your behalf or whilst in transit.

We will not indemnify You in respect of Damage by theft from an unattended vehicle.

#### Cattle Documents

Loss as insured by any item on Revenue extends to cover interruption of or interference with The Business following Damage to cattle documents.

## Revenue Protection – Business Interruption

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We will not indemnify You in respect of Damage caused by

- (a) theft where possession is obtained by fraud, trick or false pretences
- (b) disappearance, unexplained or inventory shortage, misfiling or misplacing of information or clerical error
- (c) theft from any unattended motor vehicle unless there is evidence of forcible and violent entry into the vehicle.

### Exhibition Sites

- (a) Any situation where You are exhibiting or are contracted to exhibit goods or services
- (b) Your property at or while in transit to or from any such situation in the European Economic Area

We will also pay any costs or expenses You have necessarily and reasonably incurred in connection with the exhibition which You cannot otherwise recover.

The maximum We will pay is £1,000 in respect of any one claim.

### Lottery Winners

An Employee or group of Employees resigning from his/her or their post(s) within The Business as a direct consequence of their securing a win in a Lottery.

We will only pay the additional costs and/or expenses You incur, including but not limited to

- (1) recruitment and additional overtime costs
- (2) the cost of employing temporary staff for amounts in excess of permanent full time rates of payment.

We will not indemnify You unless

- (1) the Employee or group of Employees resign within 14 days from the date of the successful Lottery win,  
and
- (2) the amount won by any one Employee is not less than £100,000.

For the purposes of this Standard Extension

- (1) Indemnity Period means the period during which The Business results are affected due to an Employee or group of Employees resigning from his/her or their post(s) within The Business as a direct consequence of their securing a win in a Lottery, starting from the date of the first resignation and ending no later than the Maximum Indemnity Period.
- (2) Maximum Indemnity Period – One month.

The maximum We will pay in respect of any one Period of Insurance will be £50,000 unless any other limit is shown in The Schedule for Lottery Winners.

For the purposes of this Standard Extension only, Lottery means

- UK National Lottery Prize Draws including Scratchcards.
- UK National Football Pools.
- Euro Millions Lottery.
- Irish National Lottery.
- UK Premium Bond Prize

### Unspecified Suppliers, Property Stored and Prevention of Access

Damage as insured by any Item of Revenue is extended to include loss, destruction or damage

- (1) at the undernoted premises or situations  
or
- (2) to the undernoted property

which results in interruption or interference with The Business.

### (a) Unspecified Suppliers and Customers

Any of Your suppliers' or Customers' premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

The maximum We will pay in respect of any one claim is 25% of the Revenue Sum Insured. Unless otherwise stated in the schedule.

## Revenue Protection – Business Interruption

We will not indemnify You in respect of Damage at any premises of suppliers of electricity, gas, water or telecommunication services.

### (b) Property Stored

Your property whilst stored in any premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

The maximum We will pay in respect of any one claim is 25% of the Revenue Sum Insured. Unless otherwise stated in the schedule.

We will not indemnify You in respect of property stored in any premises You occupy or partially occupy.

### (c) Prevention of Access

Property in the vicinity of The Premises which hinders or prevents access to The Premises.

The maximum We will pay in respect of any one claim is 25% of the Revenue Sum Insured. Unless otherwise stated in the schedule.

## Exceptions

The following Exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet.)

We will not indemnify You in respect of

- (1) Damage caused by or happening through pressure waves caused by aircraft or other aerial devices
- (2) Damage caused by pollution or contamination

However, We will indemnify You in respect of Damage, not otherwise excluded, caused by

- (a) pollution or contamination at The Premises which itself results from any Contingency insured by this Section (other than Contingency N - Theft)
- (b) any Contingency insured by this Section (other than Contingency N - Theft) which itself results from pollution or contamination.

- (3) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- (a) Terrorism
- (b) civil commotion in Northern Ireland
- (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of loss or Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands)

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

- (ii) in respect of loss or Damage occurring in any territory not specified in (i) above

- the use or threat of force and/or violence

and/or

- harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any loss or Damage results from Terrorism as defined above and is therefore not covered under this Section the burden of proving that any such loss or Damage is covered under this Section will be upon You.

### Conditions

The following Conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet.)

#### Alteration

We will not indemnify You in respect of Damage if

- (1) The Business is
  - (a) wound up or carried on by a liquidator or receiver
  - (b) permanently discontinued
- (2) Your interest ceases otherwise than by Your death.

However, We will indemnify You if We agree otherwise in writing.

#### Claim Procedures

If in relation to any claim You have failed to comply with the following Claim Procedures, You will lose Your right to indemnity or payment for that claim.

You must

- (1) take any action reasonably practicable to minimise any interruption of or interference with The Business or to avoid or minimise any Damage
- (2) at Your expense, provide Us as soon as possible with
  - (a) a written claim
  - (b) details of other insurances covering the Damagewithin 30 days after the expiry of the Indemnity Period or such further time that We may allow
- (c) books, records and documents We require to assess Your claim
- (3) immediately arrange for
  - (a) adequate and proper attention to, and treatment of, Your livestock
  - (b) a veterinary surgeon's report on the condition of Your livestock if Damage occurs which may give rise to a claim.

This Condition does not apply to Contingency N - Theft.

- (4) dispose of the carcass(es) to the best advantage if the livestock is slaughtered for humane reasons. Any payment which You obtain from the disposal of the carcass(es) will be taken into account in calculating the reduction in Revenue.
- (5) repay Us any amount which We have paid to You under Contingency N - Theft if livestock is
  - (a) found and recovered
  - and
  - (b) returned to You
- (6) ensure that all vehicles and/or trailers used for the carriage of livestock are suitably constructed for the purpose and properly cleaned and maintained at all times
- (7) repay Us, any payment on account We have already made, if You fail to comply with this Condition.

#### Property Cover

We will not indemnify You in respect of any Damage insured by this Section unless

- (1) there is in force at the time of the Damage, an insurance policy covering Your interest in the property at The Premises for the Damage
- and
- (2) (a) payment has been made or liability admitted for such Damage
- or
- (b) payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a stated amount in such insurance policy.

This Condition shall not apply in respect of agricultural produce, growing fruit or crops or livestock if the full revenue from such agricultural produce, growing fruit or crops or livestock is included within the Revenue insured by this Section.

### Additional Extensions

The following Additional Extensions only apply to this Section if stated in The Schedule.

#### **1 Specified Customers, Transit and Public Utilities**

Damage as insured by any Item of Revenue is extended to include loss, destruction or damage

(1) at the undernoted premises or situations

or

(2) to the undernoted property

which results in interruption or interference with The Business.

Our liability under A-F below for any one occurrence will not exceed

(a) the amount

or

(b) the percentage of the Sum Insured

specified in The Schedule as the Limit.

The provisions of the Automatic Reinstatement Clause do not apply.

#### **A Specified Customers**

The premises of Your customers stated in The Schedule.

#### **B Transit**

Your property while in transit by road, rail or inland waterway in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

#### **C Public Utilities - Electricity**

Any generating station or sub-station of Your electricity supplier in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

#### **D Public Utilities - Gas**

Any land based premises of Your gas supplier and any natural gas producer directly linked to Your gas supplier in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

#### **E Public Utilities - Water**

Any water works or pumping station of Your water supplier in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

#### **F Public Utilities - Telecommunications**

Any land based premises of Your public telecommunications supplier in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

#### **2 Contamination of Own Milk**

We will pay You compensation up to a maximum of £5,000 during any one Period of Insurance for Damage to own milk as a result of contamination by antibiotics.

#### **3 Uncollected Milk**

For the purposes of this Additional Extension the following Definitions apply.

##### **Dairy**

The organisation, or its authorised agent, in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man with which You have a contract for the sale of milk.

##### **Event**

The period during which a Dairy is unable to collect milk from The Premises.

If collection has resumed and it subsequently ceases again before three successive collections have been made, the subsequent interruption to collection will not be considered a separate Event.

##### **Excess**

The amount(s) specified in The Schedule which We will deduct from each and every claim.

We will pay You compensation, up to the maximum amount specified in The Schedule, for an Event beyond Your control that results in milk being wasted or spoiled.

We will not pay compensation in respect of

- (1) an outbreak of any notifiable animal disease at The Premises
- (2) an outbreak, or suspected outbreak, of any notifiable animal disease elsewhere than at The Premises which occurs prior to the inception of this Additional Extension
- (3) contamination of milk at The Premises
- (4) any strike, lock-out or industrial dispute
  - (a) which began
  - or
  - (b) of which notice of intention was givenprior to the inception of this Additional Extension
- (5) (a) Damage to buildings, bulk milk tanks or other property
- (b) breakdown or failure of machinery or plant
- at The Premises
- (6) Damage by riot, civil commotion or malicious damage which occurs in Northern Ireland
- (7) any loss arising within seven days of the inception of this Additional Extension
- (8) the Excess.

## Diversified Business Extensions

The following Diversified Business Extensions apply only if stated in The Schedule.

### 1 Loss of Rent and Alternative Residential Accommodation

#### Definition

#### Residential Buildings

Domestic buildings belonging to You or for which You are responsible, which are lent, let or sub-let all within The Premises including

- (1) landlord's fixtures and fittings
- (2) domestic outbuildings and garages
- (3) swimming pools and hard courts
- (4) terraces, patios, driveways, footpaths, walls, fences, gates and hedges
- (5) interior decorations
- (6) telecommunications aerials, aerial fittings, masts and satellite dishes
- (7) car parks, cess pits and septic tanks
- (8) solar panels and wind turbines attached to the building.

If Your Residential Buildings insured under the Property Damage Section become uninhabitable, or if access to them is denied as a result of Damage, We will pay for

- (1) loss of rent (including ground rent and management charges) You should have received
- (2) the cost of reasonable alternative accommodation incurred by any owner or lessee if this is necessary
- (3) the cost of reasonable accommodation in kennels and/or catteries for dogs and/or cats belonging to the lessee residing in the Residential Buildings, where such pets are not permitted in any alternative accommodation
- (4) temporary storage of Your furniture.

The maximum We will pay under this Diversified Business Extension is 20% of the Residential Buildings Sum Insured.

### 2 Accidental Damage

The insurance on any item specified in The Schedule relating to Your diversified business activities as stated in The Schedule is extended to include loss sustained by You resulting from accidental loss, destruction or damage.

We will not indemnify You in respect of

- (1) Damage caused by any Defined Contingency
- (2) Damage caused by any Exception stated as applying to any Defined Contingency
- (3) Damage caused by or consisting of
  - (a) an existing or hidden defect
  - (b) gradual deterioration or wear and tear
  - (c) frost or change in the water table level
  - (d) faulty design or faulty materials used in its construction
  - (e) faulty workmanship, operating error or omission by You or any partner, director or Employee of Yours

However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.

- (4) Damage caused by or consisting of
  - (a)
    - (i) corrosion, rust or rot
    - (ii) shrinkage, evaporation or loss of weight
    - (iii) dampness or dryness
    - (iv) scratching
    - (v) vermin or insects
    - (vi) mould or fungus
  - (b) change in
    - (i) temperature
    - (ii) colour
    - (iii) flavour
    - (iv) texture or finish
  - (c) nipple or joint leakage or failure of welds

- (d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping
- (e) mechanical or electrical breakdown or derangement

However, We will indemnify You in respect of

- (i) Damage not otherwise excluded which itself results from a Defined Contingency or any other accidental cause
  - (ii) any subsequent Damage which itself results from a cause not otherwise excluded.
- (5) Damage caused by pollution or contamination  
However, We will indemnify You in respect of Damage, not otherwise excluded, caused by
    - (a) pollution or contamination at The Premises which results from a Defined Contingency
    - (b) a Defined Contingency which results from pollution or contamination.
  - (6) Damage caused by or consisting of
    - (a) subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe
    - (b) normal settlement of new structures

- (7) Damage to a structure caused by its own collapse or cracking

However, We will indemnify You in respect of such Damage if it results from a Defined Contingency and is not otherwise excluded.

- (8) Damage resulting from its undergoing any process of
  - (a) production or packaging
  - (b) treatment, testing or commissioning
  - (c) servicing or repair

However, We will indemnify You in respect of such Damage if it is caused by fire or explosion and is not otherwise excluded.



- (9) Damage in respect of china, earthenware, marble or other fragile objects not forming part of the buildings unless specifically stated as insured in The Schedule

However, We will indemnify You in respect of such Damage if it results from a Defined Contingency and is not otherwise excluded.

- (10) Damage in respect of

- (a) vehicles licensed for road use including accessories on or attached to them
- (b) caravans or trailers
- (c) railway locomotives or rolling stock
- (d) watercraft or aircraft
- (e) property in the course of construction including materials for use in the construction
- (f) land, roads, pavements, piers, jetties, bridges, culverts or excavations
- (g) livestock
- (h) growing fruit, crops or trees

However, We will indemnify You in respect of Damage to such property if the property is specifically stated as insured in The Schedule and the Damage is not otherwise excluded.

- (11) Damage more specifically insured by You or on Your behalf
- (12) Damage by pressure waves from aircraft or other aerial devices.

### 3 Food Poisoning, Specified Disease, Vermin or Pests, Defective Sanitation, Murder or Suicide

The insurance on any item specified in The Schedule relating to Your business activities as a shop, cafe, restaurant, guest house, bed and breakfast or holiday accommodation proprietor is extended to include loss sustained by You resulting from the occurrence of

- (1) an illness sustained by any person caused by food or drink poisoning attributable to food or drink supplied from The Premises
- (2) Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaire's Disease, Leprosy,

Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow Fever sustained by any person

- (a) at The Premises
  - (b) at a guest house or bed and breakfast within a 10 mile radius of The Premises which directly results in cancellation of bookings for accommodation and other services provided at The Premises
- (3) an organism at The Premises likely to result in food or drink poisoning or any disease listed under (2) above
  - (4) vermin or pests at The Premises
  - (5) an accident which causes defects in the drains or other sanitary arrangements at The Premises

where use of The Premises is restricted on the order or advice of the competent authority

- (6) murder or suicide at The Premises.

the maximum We will pay is £50,000 during any one Period of Insurance.

We will not indemnify You in respect of

- (1) costs incurred in cleaning, repair, replacement, recall or checking of property
- (2) loss arising from premises other than those directly subject to the occurrence.

### Condition

If in relation to any claim arising directly or indirectly from an occurrence of Legionellosis or Legionnaire's Disease You have failed to fulfil the following Condition, You will lose Your right to indemnity or payment for that claim.

At The Premises You must ensure compliance at all times with the Health and Safety Commission's Approved Code of Practice, 'The Prevention and Control of Legionellosis (including Legionnaire's Disease)' Ref ISBN-0-7176-1772-6 or any supplementary, replacement or amending Code of Practice.

### Definitions

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

#### 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 HM Government in the United Kingdom or any other government de jure or de facto.

#### Computer System

A computer or other equipment or component or system or item which processes stores transmits or receives Data.

#### Covered Loss

All losses arising under any of the Heads of Cover as a result of damage to or the destruction of Property occurring during the Period of Insurance in the Territory, the proximate cause of which is an Act of Terrorism.

#### Data

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

#### Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems. Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

#### Excess

The amount(s) specified in this Section and The Schedule which We will deduct from each and every claim at each separate location. The amount(s) to be deducted after the application of any Average condition.

#### Hacking

Unauthorised access to any Computer System, whether Your property or not.

#### Heads of Cover

Any of the following types of direct insurance cover

- (1) Buildings and completed structures
- (2) Other property
- (3) Business Interruption
- (4) Book Debts

insured under this policy.

#### Nuclear Installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State (or any successor relevant authority) from time to time by statutory instrument, being an installation designed or adapted for

- (1) the production or use of atomic energy;
- (2) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or
- (3) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

#### Nuclear Reactor

Any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

### Phishing

Any access or attempted access to Data made by means of misrepresentation or deception.

### Individual

Any person other than

- (1) a company, association, public body or partnership unless the partnership is not set up for the purpose of a business
- (2) a sole trader, trustee or body of trustees provided that the property insured is not solely occupied as a private residence of the sole trader or of either a trustee or beneficiary of the trust. If however, the property is a private dwelling house or a self-contained unit insured as part of a block of units (i.e. a block of flats), and is occupied as a private residence by any of the trustee(s) or any beneficiary of the trust, or sole trader(s), it will be considered that the property is insured in the name of the individual
- (3) a person insuring property which is the subject of a trust or of an executorship of a will unless some part of it is:
  - (a) occupied by a beneficiary or a trustee of the trust in question, or by a beneficiary or an executor of the will in question; or
  - (b) located in premises owned by any such person,

and the commercially occupied proportion of the property does not exceed 20%

- (4) an individual insuring property that is of sole commercial use
- (5) an individual insuring property where the commercially occupied proportion of the property exceeds 20%.

Where two or more persons have arranged insurance on a private residence or private property in their several names, and/or the name of The Policyholder includes the name of a bank, building society or other financial institution for the purpose of noting their interest in the property insured, then such persons will be deemed to be an Individual in respect of that private residence or private property.

### Property

For the purposes of this Section only, all property whatsoever, but excluding:

- (1) any land or building which is occupied as a private residence or any part thereof which is so occupied, unless
  - (a) insured under the same contract of direct insurance as the remainder of the building which is not a private residence or
  - (b) not insured in the name of an Individual
- (2) any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

### Territory

England and Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Channel Islands, the Isle of Man or Northern Ireland).

### Treasury

The Lords Commissioners of HM Treasury from time to time or any successor relevant authority.

### Virus or Similar Mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data 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 and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

### Cover

We will indemnify You in respect a Covered Loss during the Period of Insurance subject to the provisions set out below.

The maximum We will pay in any one Period of Insurance will not exceed the limit of liability or Sum Insured for each of the Heads of Cover specified in the Section of this policy.

In any action, suit or proceedings where We allege that any loss is not covered by this Section, You must prove that the loss is covered.

This Section is subject to all the Definitions, Conditions and Clauses of the Sections where the Heads of Cover are insured. If there is conflict between this Section and the rest of the policy, this Section will prevail.

### Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

(1) We may cancel the cover provided by this Section by sending You 30 days written notice to Your last known address.

We will refund a proportionate part of any premium paid for the unexpired period provided that there has been no

- (a) claim(s) made under this Section for which We have made a payment or which are still under consideration
- (b) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to us

during the current Period of Insurance.

If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay that claim.

You must

- (2) declare to Us all property and/or premises owned by You, or for which You are responsible, and, if applicable, all Business Interruption and Book Debt exposures, including all property and/or premises, Business Interruption and Book Debts of subsidiary companies

(3) purchase Terrorism cover from a Pool Reinsurance Company Limited member company in respect of all

(a) such property and/or premises and

(b) such Business Interruption and Book Debts

unless We agree otherwise in writing.

### Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not indemnify You in respect of any losses whatsoever

(1) occasioned by 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) unless and until the Treasury issues a certificate certifying the event or events in question to have been an Act of Terrorism, or, in the event of the Treasury refusing to issue such a certificate, a tribunal formed following reference by Pool Reinsurance Company Limited or the Treasury determines the event or events in question to have been an Act of Terrorism.

(3) directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

(a) damage to or the destruction of any Computer System; or

(b) any alteration, modification, distortion, erasure or corruption of Data;

in each case whether Your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

## Asset and Revenue Protection – Terrorism

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### Proviso to Exception (3)

- (1) Covered Loss otherwise falling within Exception (3) will not be treated as excluded by Exception (3) solely to the extent that such Covered Loss:
  - (a) results directly (or, solely as regards (b) (iii) below, indirectly) from
    - (i) fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system),
    - (ii) impact of aircraft or any aerial devices or articles dropped from them,
    - (iii) impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle,
    - (iv) destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and
  - (b) comprises:
    - (i) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured under any of the Heads of Cover; or
    - (ii) the amount of business interruption loss suffered directly by You by way of loss of or reduction in profits, revenue or turnover or increased cost of working and not by way of liability to any third party as a direct result of either damage to or destruction of Property insured under any of the Heads of Cover or as a direct result of denial, prevention or hindrance of access to or use of the Property insured under any of the Heads of Cover by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured under any of the Heads of Cover to which access is affected; or
    - (iii) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by You to avoid or diminish such loss; and
  - (c) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.
- (2) For the purposes of this Proviso Property shall (additionally to those exclusions in the definition of Property below) exclude
  - (a) any money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever, including anything referred to in the definition of “Money” as set out in this policy; and
  - (b) any Data.
- (3) Notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph (1) (b) above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph (1) (a) above results directly or indirectly from any alteration, modification, distortion erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs (1) (a) and (1) (b) above from being recoverable under this Section.

In no other circumstances, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Section.

### Employers', Public and Products Liability Section

#### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative Definition is stated to apply.

#### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

#### Compensation

Damages, including interest.

#### Costs and Expenses

- (1) Fees for The Insured's legal representation at
  - (a) any Coroner's Inquest or Fatal Accident Inquiry
  - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (2) costs and expenses incurred with Our written consent
- (3) any claimant's legal costs for which The Insured is legally liable

in connection with any event which is or may be the subject of indemnity under this Section.

#### Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

#### The Defined Territories

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and offshore installations within the Continental Shelf around such territories.

#### The Insured

- (1) You.
  - (2) Your personal representatives in respect of legal liability You incur.
  - (3) At Your request
    - (a) any director, partner or Employee of Yours
    - (b) the officers, committees and members of Your
      - (i) canteen, social, sports, educational and welfare organisations
      - (ii) first aid, fire, security and ambulance servicesin their respective capacities as such
  - (c) any principal for whom You are carrying out a contract to the extent required by the contract conditions
  - (d) those who hire plant to You to the extent required by the hiring conditions
- or the personal representative of any of these persons
- in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### Part One - Employers' Liability

#### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet and the Definitions at the beginning at this Section.)

The following Definitions apply to Part One of this Section and shall keep the same meaning wherever they appear in Part One of this Section, unless an alternative Definition is stated to apply.

#### The Limit of Indemnity

The maximum amount specified in The Schedule, including Costs and Expenses, which We will pay in respect of any one claim or series of claims arising out of one cause.

#### The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

We will not provide indemnity in respect of Bodily Injury to any Employee engaged by You outside The Defined Territories for the purpose of work by any such Employee outside The Defined Territories.

#### Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation

and

- (2) Costs and Expenses

in respect of Bodily Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment by You in The Business within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity.

#### Clauses

The following Clauses apply to Part One of this Section.

##### Agricultural Wages Act

We will settle a claim made against You on the basis of Your responsibilities under the current Agricultural Wages Order if You are required to pay sick-pay to any Employee.

The definition of sick-pay is contained in the Agricultural Wages Act 1948 or subsequent legislation.

##### Agricultural Workers – Absence Clause

We will indemnify The Insured where during the Period of Insurance an Employee is absent from work as a result of

- (1) sickness  
or
- (2) injury  
or
- (3) contagious or infectious disease  
or
- (4) any other medical condition.

The maximum We will pay You for the period of absence is £6.99 per hour up to

- (a) the Employee's contracted hours of work per week  
or
- (b) 39 hours

whichever is the lower for a maximum period of 13 weeks in any one Period of Insurance and less any payments made for Statutory Sick Pay (SSP).

Where the period of absence is

- (i) 4, 5 or 6 days You will provide a
  - (1) written statement signed by the Employee stating the reason for their absence  
or

## Legal Liabilities – Employers', Public and Products Liability

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- (2) medical certificate advising the Employee to refrain from work
- or
- (3) certificate of admission to hospital
- (ii) 7 days or more You will provide a
  - (1) medical certificate advising the Employee to refrain from work
  - or
  - (2) certificate of admission to hospital.

We will not provide indemnity

- (1) for the first 3 days of a period of absence
- (2) where statutory maternity pay within the meaning of the Social Security Contributions and Benefits Act 1992 is payable
- (3) for days that are paid holiday
- (4) where workers are in legal custody
- (5) for absence arising from intentional self-inflicted injury
- (6) for absence arising from consumption or use of alcohol or a controlled drug within the meaning of the Misuse of Drugs Act 1971
- (7) where any Employee has not been continuously employed by You for at least 52 weeks
- (8) where absence is caused by an incident or activity that is not directly related to employment in agriculture.

### Contractual Liability

We will indemnify The Insured in respect of liability for Bodily Injury imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

### Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against You

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You
  - (b) relate to any person other than an Employee
- (3) in respect of any
  - (a) fines
  - (b) remedial or publicity orders or any steps required to be taken by such orders
- (4) where indemnity is provided by another insurance policy.

### Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.



We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You
  - (b) relate to the health and safety of any person other than an Employee
- (3) where indemnity is provided by another insurance policy.

### Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

### Unsatisfied Court Judgements

We will, at Your request, pay any Employee or his or her personal representative, the amount of damages and costs awarded to such person as a result of a judgement which has been obtained for Bodily Injury against any company registered in or any individual domiciled in The Defined Territories and which remain unpaid six months after the date of such judgement.

Payment will only be made where

- (1) the Bodily Injury was caused during any Period of Insurance to the Employee arising out of and in the course of employment by You in The Business
- (2) the judgement was obtained in a court within The Defined Territories
- (3) there is no appeal outstanding to the judgement
- (4) the Employee, or his or her personal representative, assigns the judgement debt to Us.

## Exceptions

The following Exceptions apply to Part One of this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet.)

We will not provide indemnity in respect of

- (1) work in or on and travel to, from or within any offshore
  - (a) accommodation, exploration, drilling or production rig or platform
  - (b) support vessel
- (2) Bodily Injury sustained by any Employee when such person is
  - (a) carried in or upon a vehicle
  - (b) entering or getting on to, or alighting from, a vehiclewhere any road traffic legislation requires insurance or security
- (3)
  - (a) liquidated damages
  - (b) penalty clauses
  - (c) fines
  - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages

- (4) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (a) Terrorism
- (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in **Special Provision - Terrorism** below.

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (4)(a) and/or (4)(b) above regardless of any other contributory cause or event is not covered under Part One of

this Section (or is covered only up to a specified Limit of Liability), the burden of proving that any such consequence is covered (or is covered beyond that Limit of Liability) under Part One of this Section will be upon You.

### **Special Provision - Terrorism**

Subject otherwise to the terms of the policy.

Neither of the Exceptions in (4)(a) and (4)(b) above will apply to Part One of this Section but The Limit of Indemnity for the purpose of this **Special Provision - Terrorism** is limited to £5,000,000 including Costs and Expenses.

## Part Two - Public and Products Liability

### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet and the Definitions at the beginning of this Section.)

The following Definitions apply to Part Two of this Section and shall keep the same meaning wherever they appear in Part Two of this Section, unless an alternative Definition is stated to apply.

#### **Asbestos**

Asbestos, asbestos fibres or any derivatives of asbestos.

#### **Damage**

Physical loss, destruction or damage.

#### **Excess**

The first amount of Compensation, Costs and Expenses payable in respect of each and every event of accidental Damage to Property, which will be Your responsibility.

#### **Personal Injury**

- (1) Bodily Injury
- (2) wrongful
  - (a) arrest, detention or imprisonment
  - (b) eviction
  - (c) accusation of shoplifting.

#### **Pollution or Contamination**

- (1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere  
and
- (2) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.

#### **Products Supplied**

Anything which is

- (1) manufactured, sold, supplied, processed, altered or treated
- (2) repaired, serviced, cleaned, maintained, inspected or tested
- (3) installed, constructed, erected or transported

by You or on Your behalf and which is no longer in the custody or control of The Insured.

#### **Property**

Material property.

#### **The Limit of Indemnity**

The maximum amount, specified in The Schedule, which We will pay in respect of any one event or all events of a series consequent on or attributable to one original cause.

In respect of

- (1) Pollution or Contamination
- (2) Products Supplied

The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.

#### **The Territorial Limits**

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

#### **The Works**

All works completed or to be completed by You or on Your behalf including

- (1) all materials incorporated or to be incorporated
- (2) plant, tools, equipment and temporary buildings used or to be used

for the period during which You are responsible under contract conditions.

### Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation and
- (2) Costs and Expenses

in respect of accidental

- (a) Personal Injury
- (b) Damage to Property
- (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

which arises in connection with The Business and which happens during the Period of Insurance and within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity and any Costs and Expenses.

However, in respect of any claim brought in

- (1) the United States of America or any territory within its jurisdiction
- (2) Canada

the maximum We will pay, including Costs and Expenses, is The Limit of Indemnity.

### Clauses

The following Clauses apply to Part Two of this Section.

#### Contractual Liability

We will indemnify The Insured in respect of legal liability for accidental

- (1) Bodily Injury
- (2) Damage to Property

imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

### Data Protection

We will indemnify The Insured in respect of

- (1) legal fees and defence costs
- (2) legal liability for Compensation to an individual, the subject of personal data The Insured holds and who suffers material or non-material damage caused by the inaccuracy of data, loss of the data, unauthorised destruction or disclosure of the data

arising from proceedings brought against The Insured under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

The maximum We will pay for all claims happening during any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

- (1) (a) Personal Injury other than as provided by this clause
- (b) Damage to Property
- (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
- (d) libel, slander or defamation.
- (2) consequential losses.
- (3) liability as a result of You having authorised the destruction or disclosure of the data or which could be reasonably have been expected to arise as a result of any other deliberate act or omission by You.
- (4) liability which arises solely by reason of the terms of any agreement or in respect of liquidated damages.
- (5) liability under any penalty clause or any fine or statutory payment.
- (6) legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements.
- (7) proceedings relating to Compensation for any Employee if the Employers’ Liability Section of this policy is not in force.

## Legal Liabilities – Employers', Public and Products Liability

### Defective Premises

We will indemnify The Insured in respect of legal liability for accidental Bodily Injury or Damage to Property arising under

- (1) the Defective Premises Act 1972
- (2) the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001

in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such premises.

### Employees' and Visitors' Personal Belongings

We will indemnify The Insured in respect of legal liability for accidental Damage to Employees' and visitors' vehicles and personal belongings which are in the custody or control of The Insured.

We will not provide indemnity where this Property is

- (1) loaned, leased, hired or rented to The Insured
- (2) stored for a fee or other consideration by The Insured
- (3) in the custody or control of The Insured for the purposes of being worked upon.

### Guests' Personal Belongings

We will indemnify The Insured in respect of legal liability for accidental Damage to guests' personal belongings deposited with The Insured for safekeeping.

The maximum We will pay is

- (1) £2,500 in respect of any one guest
- (2) £10,000 during any one Period of Insurance.

We will not provide indemnity in respect of

- (1) liability as a result of accidental Damage to valuables or Money
  - (a) belonging to guests  
and
  - (b) deposited with The Insured for safekeeping  
unless such valuables or money are kept in a suitable locked safe or strongroom
- (2) an Excess of £50.

### Hired, Loaned or Rented Premises

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (including fixtures and fittings) within The Defined Territories which are hired, rented, loaned to or temporarily occupied by The Insured in connection with The Business.

We will not provide indemnity in respect of

- (1) the first £250 of Compensation, Costs and Expenses in respect of such Damage caused other than by fire or explosion
- (2) liability imposed on The Insured solely by reason of the terms of any hiring, renting or loan agreement
- (3) Damage caused by fire or any other peril against which any hiring, renting or loan agreement specifies that insurance is taken out by The Insured.

### Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business
- (2) in respect of proceedings which result from any deliberate act or omission by You
- (3) where indemnity is provided by another insurance policy.

### Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals

## Legal Liabilities – Employers', Public and Products Liability

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(2) costs of prosecution awarded against You which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You
  - (b) relate to any Employee
- (3) in respect of any
  - (a) fines
  - (b) remedial or publicity orders or any steps required to be taken by such orders
- (4) where indemnity is provided by another insurance policy.

### Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You
  - (b) relate to the health and safety of any Employee
- (3) where indemnity is provided by another insurance policy.

### Motor Contingent Liability

We will indemnify You in respect of Your legal liability for accidental Bodily Injury and/or Damage to Property which arises from any vehicle or trailer attached thereto which is

- (1) (a) not owned by You
  - (b) not loaned, leased, hired or rented to You
  - (c) not provided by Youand
- (2) being used in connection with The Business in The Defined Territories.

We will not provide indemnity

- (1) in respect of Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer
- (2) while the vehicle is being driven by
  - (a) You
  - (b) any person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- (3) where indemnity is provided by another insurance policy.

### Obstructing Vehicles

Where any vehicle is causing an obstruction and interfering with the performance of The Business, We will indemnify You in respect of legal liability for accidental Bodily Injury and/or Damage to Property arising from the movement of such vehicle solely to obtain access to or exit from Your premises, by You or Your Employee, or the application of a wheel clamp to the vehicle.

Provided that if a wheel clamp is attached to a vehicle a bold warning notice to this effect will be attached to the windscreen of such vehicle.

We will not provide indemnity in circumstances where it is necessary to meet the requirements of any road traffic legislation.

### Overseas Personal Liability

We will indemnify You and, at Your request, any director, partner or Employee of Yours in respect of legal liability for accidental

- (1) Bodily Injury
- (2) Damage to Property

incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

## Legal Liabilities – Employers’, Public and Products Liability

We will also indemnify any accompanying spouse and children.

Where You are an individual, this indemnity will also apply to Your personal liability whilst away from Your business premises in connection with The Business but within The Defined Territories.

We will not provide indemnity

- (1) where liability arises from
  - (a) any agreement unless liability would have existed otherwise
  - (b) ownership or occupation of land or buildings
  - (c) the carrying on of any trade or profession
  - (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically-propelled vehicles, aircraft or watercraft
- (2) where indemnity is more specifically insured elsewhere.

### Additional Clause

The following Additional Clause applies to Part Two of this Section only if stated in The Schedule.

#### 1 Financial Loss

##### Definition

##### Financial Loss

A pecuniary loss suffered by any party other than The Insured or any Employee and not caused by Personal Injury or Damage to Property.

We will indemnify The Insured in respect of legal liability for Financial Loss as a result of Products Supplied and/or contract work executed by or on Your behalf.

This indemnity only applies to claims made against The Insured during the currency of this Additional Clause or within 30 days of its expiry.

The maximum We will pay, including Costs and Expenses, in respect of all claims made against The Insured in any one Period of Insurance is the amount specified in The Schedule as applying to this Additional Clause.

We will not provide indemnity in respect of

- (1) Financial Loss as a result of
  - (a) circumstances which, at inception of this Additional Clause, The Insured knew or ought to have known about and which were likely to give rise to a claim
  - (b) non or late delivery of Products Supplied or non-completion or late completion of contract work by or on Your behalf
  - (c) abandonment or postponement of any exhibition, meeting, function or other event
  - (d) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract or injurious falsehood
  - (e) passing off or infringement of any trademark, trade name, merchandise mark, registered design, copyright or patent right
  - (f) libel, slander or defamation
  - (g) liability under the Data Protection Act 1998 or the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing
  - (h) any diminution in value of any Property or Products Supplied
- (2) the first 10% or £1,000, whichever is the greater, of each and every claim made against You.

### Exceptions

The following Exceptions apply to Part Two of this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet.)

We will not provide indemnity in respect of

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business
- (2) the ownership, possession or use by or on behalf of The Insured of any
  - (a) aircraft, aerial device or hovercraft
  - (b) watercraft exceeding eight metres in length
  - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than

<ul style="list-style-type: none"><li>(i) where described in the Motor Contingent Liability Clause</li><li>(ii) the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy</li></ul> <p>(3) Damage to Property which</p> <ul style="list-style-type: none"><li>(a) You own or is loaned, leased, hired or rented to The Insured</li><li>(b) is held in trust or in the custody or control of<ul style="list-style-type: none"><li>(i) The Insured</li><li>(ii) any other party who is carrying out work on Your behalf</li></ul></li></ul> <p>other than in the circumstances described in the Hired, Loaned or Rented Premises or the Employees' and Visitors' Personal Belongings Clauses</p> <ul style="list-style-type: none"><li>(c) which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions</li></ul> <p>(4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating</p> <ul style="list-style-type: none"><li>(a) Products Supplied (other than Products Supplied under a separate contract)</li><li>(b) The Works</li></ul> <p>(5) recalling or making refunds in respect of</p> <ul style="list-style-type: none"><li>(a) Products Supplied</li><li>(b) The Works</li></ul> <p>(6) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract</p> <p>(7) (a) the carrying out of any work (b) any Products Supplied which affects or could affect</p> <ul style="list-style-type: none"><li>(i) the navigation, propulsion or safety of any aircraft or other aerial device</li><li>(ii) the safety or operation of nuclear installations</li></ul>	<p>(8) Pollution or 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</p> <p>All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.</p> <p>(9) (a) work in or on and travel to, from or within (b) Products Supplied to any offshore</p> <ul style="list-style-type: none"><li>(i) accommodation, exploration, drilling or production rig or platform</li><li>(ii) support vessel</li></ul> <p>(10) (a) liquidated damages (b) penalty clauses (c) fines (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages</p> <p>(11) liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied</p> <p>(12) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event</p> <ul style="list-style-type: none"><li>(a) Terrorism</li><li>(b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above</li></ul> <p>except as stated in <b>Special Provision - Terrorism</b> below.</p> <p>In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (12)(a) and/or (12)(b) above regardless of any other contributory cause or event is not covered under Part Two of this Section (or is covered only up to a specified Limit of Liability), the burden of proving that any such consequence is covered (or is covered beyond that Limit of Liability) under Part Two of this Section will be upon You.</p>
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### Special Provision - Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (12)(a) and (12)(b) above shall apply to the Public and Products Liability Section but The Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to

- (a) £5,000,000 in respect of any one event or all events consequent on or attributable to one original cause
- (b) £5,000,000 in respect of all events happening in any one Period of Indemnity in respect of Products Supplied.

or any other amount specified in Part Two of this Section, whichever is the lower.

(13) the Excess

- (14) (a) exposure to
  - (b) inhalation of
  - (c) fears of the consequences of exposure to or inhalation of
  - (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under a statutory duty to manage) any property arising out of the presence of

Asbestos, including any product containing Asbestos

(15) crop spraying on premises or land not occupied by or used by You in connection with The Business.

- (4) Your first aid, fire, security and ambulance services
- (5) Your participation in exhibitions, trade shows or markets held in member countries of the European Union.
- (6) private work by any Employee with Your prior consent, for You or any director, partner or Employee of Yours.

### Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is £500 per day
- (2) each Employee is £250 per day.

## Condition to Parts One and Two

The following Condition applies to Parts One and Two of this Section.

(Also refer to the Policy Conditions at the back of this policy booklet.)

### Suspension of Cover

We may, at any reasonable time, inspect any Property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.

## Clauses to Parts One and Two

The following Clauses apply to Parts One and Two of this Section.

### Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises
- (2) upkeep of vehicles and plant which are owned and used by You
- (3) Your canteen, social, sports, educational and welfare organisations for the benefit of any Employee



### Commercial Legal Protection Section

#### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative Definition is stated to apply.

##### Appointed Representative

The lawyer, accountant or other suitably qualified person who has been appointed by Us to act on behalf of an Insured Person.

##### Aspect Enquiry

An examination by HM Revenue and Customs which considers one or more specific aspects of Your self-assessment and/or corporation tax return.

##### Attendance Expenses

- (1) The salary or wages of the Insured Person for the time they are off work
  - (a) to attend any arbitration, court or tribunal hearing at Our request
  - (b) as a defendant or while attending jury service.
- (2) We will pay for each half or whole day that the
  - (a) court
  - (b) tribunal
  - (c) employer of the Insured Personwill not pay for.
- (3) The amount We will pay is based on the following
  - (a) the time the Insured Person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day, assuming that a whole day is eight hours.

- (b) if the Insured Person
  - (i) works full-time, the salary or wages for each whole day equals 1/250th of the annual salary or wages of the Insured Person.
  - (ii) works part-time, the salary or wages will be a proportion of the weekly salary or wages of the Insured Person.

##### Costs and Expenses

- (1) All reasonable and necessary legal or accountancy costs charged by the Appointed Representative and agreed by Us.
- (2) Legal costs which an Insured Person has been ordered to pay by a court or other body which We have agreed to or authorised.

##### Date of Occurrence

- (1) In all civil cases, when the cause of action accrued (other than Contingencies 4A, 4B or 4C).
- (2) In all criminal cases, when the Insured Person first broke or is alleged to have first broken the criminal law in question.
- (3) Full Enquiries, Aspect Enquiries or Intervention Enquiries, when HM Revenue and Customs first notifies in writing the intention to make enquiries.
- (4) Employers' Compliance and Value Added Tax disputes, when HM Revenue and Customs sends an assessment or written decision to You.
- (5) Licence or Registration Appeals, when You were first notified of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel Your licence or British Standard Certificate of Registration.

##### Full Enquiry

An extensive examination by HM Revenue and Customs which considers all aspects of Your tax affairs, excluding those enquiries which are limited to one or more specific aspects of Your self-assessment and/or corporation tax return.

### Insured Person

- (1) You.
- (2) Any director or partner of Yours.
- (3) Any employee of Yours under a contract of employment with You.
- (4) Any other person agreed with Us.

### Intervention Enquiry

An examination by HM Revenue and Customs to measure the level of compliance in Your financial accounting records to highlight areas where errors have or may occur.

### Legal Proceedings

Legal proceedings for

- (1) the pursuit or defence of a claim for damages
- (2) the defence of a criminal prosecution
- (3) appeal proceedings
- (4) specific performance or injunction

dealt with by negotiation or in a court of law, tribunal or arbitration or any other body which We have agreed to or authorised.

### Limit of Indemnity

The maximum amount specified in The Schedule which We will pay for Costs and Expenses in respect of any or all claims arising out of one originating cause in connection with The Business.

### Prospects of Success

In respect of all civil cases it is always more likely than not that an Insured Person will

- (1) recover damages or obtain any other legal remedy which We have agreed to
- (2) make a successful defence
- (3) make a successful appeal or defence of an appeal.

Prospects of success will be assessed by Us or an Appointed Representative on Our behalf.

### Territorial Limits

For Contingencies 2 - Legal Defence (other than Contingency 2E) and 3B - Personal Injury

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

For all other Contingencies

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

### Cover

We will indemnify an Insured Person where specified for any Costs and Expenses and Attendance Expenses incurred in respect of Legal Proceedings following the occurrence of a Contingency stated as applying in The Schedule provided that

- (1) the Contingency occurs within the Territorial Limits and the Date of Occurrence is within the Period of Insurance
- (2) any Legal Proceedings will be conducted within the Territorial Limits
- (3) Prospects of Success exist for the duration of the claim
- (4) in respect of any appeal or defence of an appeal, it has been reported to Us at least 10 working days prior to the deadline for any appeal
- (5) the maximum We will pay is the Limit of Indemnity
- (6) You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident.

### Contingencies

#### 1A Employment Disputes

We will defend You

- (1) prior to the issue of Legal Proceedings following the dismissal of an Insured Person
- (2) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme
- (3) in Legal Proceedings in respect of any dispute with
  - (a) an Insured Person
  - (b) a former Insured Person
  - (c) a trade union acting on behalf of an Insured Person or a former Insured Person

which arises out of, or relates to, a contract of employment with You

- (4) in Legal Proceedings in respect of any dispute with
  - (a) an Insured Person
  - (b) a former Insured Person
  - (c) a prospective Insured Person

arising from an alleged breach of their statutory rights under employment legislation.

We will not provide indemnity for any claim in respect of damages for personal injury or loss of or physical damage to material property.

#### 1B Compensation Awards

We will pay

- (1) any basic and compensatory award
- (2) an order for compensation following a breach of Your statutory duties under employment legislation

which You are ordered to pay by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and approved by Us in writing in respect of a claim We have accepted under Contingency 1A - Employment Disputes.

The maximum We will pay is £1,000,000 in respect of compensation awards during any one Period of Insurance.

We will not provide indemnity in respect of

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

#### Conditions to Contingency 1B

If in relation to any claim You have failed to fulfil any of the following Conditions, You will lose Your right to indemnity or payment for that claim.

- (1) Performance and/or conduct

In cases relating to performance and/or conduct of an Insured Person or former Insured Person You must, throughout the dispute, have either

- (a) followed the ACAS Code of Disciplinary Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service

or

- (b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland

or

(c) sought and followed the advice from Our 24 hour legal helpline (0845 300 1899).

### (2) Unlawful Discrimination

In respect of an order of compensation following a breach of Your statutory duties under discrimination legislation, You must have at all times sought and followed the advice of Our 24 hour legal helpline since the date You knew, or should have known, about the employment dispute.

### (3) Redundancy

In respect of any compensation award for

- (a) redundancy
- (b) alleged redundancy
- (c) unfair selection for redundancy

You must have sought and followed the advice of Our 24 hour legal helpline prior to serving notice of dismissal (0845 300 1899).

## 1C Service Occupancy

We will negotiate for Your legal rights against an Insured Person or former Insured Person to recover possession of premises owned by You, or for which You are responsible.

We will not indemnify You in respect of any claim relating to defending Your legal rights other than defending a counter claim.

## 2 Legal Defence

### 2A Criminal Prosecution

We will defend an Insured Person

- (1) prior to the issue of legal proceedings when dealing with the
  - (a) Police
  - (b) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer

where it is alleged the Insured Person has or may have committed a criminal offence

- (2) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction.

We will not provide indemnity in respect of any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

### 2B Data Protection

We will

- (1) (a) defend the legal rights of an Insured Person following civil action taken against the Insured Person for compensation
  - (b) also pay any compensation award made against the Insured Personunder Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing, provided that You are registered with the Information Commissioner at the time of the incident giving rise to the action.
- (2) represent You in appealing against the refusal of the Information Commissioner to register Your application for registration.

### 2C Wrongful Arrest

We will defend Your legal rights following civil action taken against You for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.

### 2D Employee Civil Legal Defence

At Your request We will defend the legal rights of an Insured Person, other than You, if

- (1) an event arising from their work as an Insured Person leads to civil action being taken against them under legislation for unlawful discrimination
- (2) civil action is being taken against them as a trustee of a pension fund set up for the benefit of Your employees.

### 2E Statutory Notice

At Your request We will represent the Insured Person in appealing against the imposition or terms of a Statutory Notice issued under legislation affecting The Business.

### 2F Jury Service

We will pay the Attendance Expenses of an Insured Person for jury service.

Provided that

- (1) in respect of proceedings under the Health and Safety at Work etc. Act 1974, the Territorial Limits shall be any place where the Act applies
- (2) at the time of the insured incident, You are registered with the Information Commissioner in respect of paragraph (1) of Contingency 2B - Data Protection.

### 2G Disciplinary Hearings

We will represent an Insured Person at a disciplinary hearing that they are required to attend by a regulatory authority or professional body as a result of a complaint being brought against them.

### 3A Property Protection

We will represent You in any Legal Proceedings for civil action relating to material property which is owned by You, or for which You are responsible, following

- (1) any event which causes or could cause physical damage or loss to such material property
- (2) any nuisance or trespass including the eviction of squatters or any person occupying premises owned by You, or for which You are responsible.

We will not indemnify You in respect of any claim relating to

- (1) a contract entered into by You
- (2) tenancy disputes
- (3) goods
  - (a) in transit
  - (b) lent or hired out
  - (c) at premises You do not occupy unless for
    - (i) installationor
    - (ii) use in work to be carried out by You
- (4) mining subsidence
- (5) a motor vehicle whilst being driven by an Insured Person.

### 3B Personal Injury

We will pursue the legal rights of an Insured Person and their family members, if they are accompanying an Insured Person, following an event which causes the death of, or bodily injury to, them.

We will not provide indemnity in respect of any claim relating to

- (1) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident
- (2) defending the legal rights of an Insured Person or their family members other than defending a counter claim
- (3) a motor vehicle whilst being driven by an Insured Person or a family member.

### 4A Tax Protection

We will represent You and negotiate on Your behalf in any appeal proceedings in respect of a Full Enquiry and/or Aspect Enquiry and/or Intervention Enquiry carried out by HM Revenue and Customs.

The maximum We will pay is £5,000 in respect of any one claim for Aspect Enquiries and/or Intervention Enquiries.

### 4B Employers' Compliance

We will represent You in any appeal proceedings in respect of a dispute concerning Your compliance with

- (1) Pay as You Earn
- or

- (2) Social Security Regulations

following a review by HM Revenue and Customs.

### 4C VAT Disputes

We will represent You in any appeal proceedings following an assessment by HM Revenue and Customs in respect of Value Added Tax due.

### Condition to Contingencies 4A, 4B and 4C

If in relation to any claim You have failed to fulfil the following Condition, You will lose Your right to indemnity or payment for that claim.

### Reasonable Care

You must take reasonable care to ensure that all returns are complete and correct and such returns are submitted within the statutory time limits allowed.

We will not provide indemnity

- (1) in respect of any claim caused by Your failure to register for Value Added Tax
- (2) in respect of any claim arising from any investigations or enquiries undertaken by HM Revenue and Customs Special Investigation Section or Special Compliance Office
- (3) in respect of any claim arising from any investigations or enquiry by HM Revenue and Customs into alleged dishonesty or alleged criminal offences
- (4) in respect of any claim arising from a tax avoidance scheme
- (5) for the first 10% of Costs and Expenses for Aspect Enquiries and/or Intervention Enquiries in respect of any one claim.

### 5 Contract Disputes

We will represent You in any Legal Proceedings for civil action relating to a contractual dispute arising from that agreement or that alleged agreement which has been entered into by You or on Your behalf for the

- (1) sale
- (2) provision
- (3) purchase
- (4) hire

of goods or services provided that

- (a) the amount in dispute exceeds £250
- (b) if the amount in dispute is payable by instalments, the instalments due and payable at the time of making the claim exceed £250
- (c) if the dispute relates to money owed to You, a claim must be made within 90 days of the money becoming due and payable.

We will not provide indemnity in respect of

- (1) any claim relating to
  - (a) the cover, claims process or settlement payable under an insurance policy other than claims for indemnity under this Section

- (b) a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement
  - (c) a loan, mortgage, pension or any other financial product
  - (d) a motor vehicle owned by, hired or leased to You other than agreements relating to the sale of motor vehicles where You are engaged in the business of selling motor vehicles
- (2) a dispute with an Insured Person or former Insured Person which arises out of or relates to a contract of employment with You
  - (3) a dispute relating to computer hardware, software, systems or services which have been specifically tailored
  - (4) a dispute arising from the breach or alleged breach of professional duty by an Insured Person or former Insured Person
  - (5) the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

### 6 Tenancy Disputes

We will represent You in any Legal Proceedings for civil action relating to a tenancy dispute between You and Your landlord arising from premises leased or rented to You.

We will not provide indemnity in respect of any dispute arising from or relating to rent, service charges or renewal of the tenancy agreement.

### 7 Statutory Licence Protection

We will represent You in appealing to the relevant statutory or regulatory authority, court or tribunal following an event which results in the relevant licensing or regulatory authority suspending or altering the terms of, or refusing to renew, or cancelling Your licence or statutory registration or British Standard Certificate of Registration.

We will not provide indemnity in respect of

- (1) an original application or application for renewal of a statutory licence or British Standard Certificate of Registration

- (2) any licence appeal relating to the ownership, driving or use of a motor vehicle.

### 8 Debt Recovery

We will represent You in any Legal Proceedings for civil action including the enforcement of judgement to recover money and interest due from the sale or provision of goods or services provided that

- (1) the amount in dispute exceeds £250
- (2) You have exhausted all reasonable credit control and accounting procedures
- (3) We have the right to select the method of enforcement or to forego enforcing judgement if We are not satisfied that there are, or will be, sufficient assets available to satisfy judgement
- (4) You supply the correct and current name and address of the debtor
- (5) a claim for debt recovery under this Contingency is made within 90 days of the money becoming due and payable.

We will not provide indemnity in respect of

- (1) any claim relating to
  - (a) the cover, claims process or settlement payable under an insurance policy
  - (b) a lease, licence or tenancy of land or buildings
  - (c) a loan, mortgage, pension or any other financial product
- (2) a dispute with an Insured Person or former Insured Person which arises out of, or relates to, a contract of employment with You
- (3) a dispute relating to computer hardware, software, systems or services which have been specifically tailored
- (4) the recovery of money and interest due from another party where the other party intimates that a defence exists.

## Exceptions

The following Exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet.)

We will not provide indemnity in respect of any claim

- (1) if an Insured Person does not comply with the terms, Exceptions and Conditions of this Section
- (2) if an Insured Person can claim under any other policy
- (3) for Costs and Expenses incurred prior to Our written acceptance of a claim
- (4) for any legal action an Insured Person takes which We have not agreed to or where the Insured Person does anything to hinder Us or the Appointed Representative
- (5) for any fines, penalties, compensation or damages which an Insured Person is ordered to pay by a court or other authority other than compensation awards covered under Contingency 1B - Compensation Awards and Contingency 2 - Legal Defence
- (6) relating to
  - (a) patents
  - (b) copyrights
  - (c) trademarks
  - (d) merchandise marks
  - (e) registered designs
  - (f) intellectual property
  - (g) secrecy and confidentiality agreements
- (7) relating to franchise or agency rights where You have the legal capacity to alter the legal relations of another
- (8) deliberately or intentionally caused by an Insured Person
- (9) in respect of a dispute with Us not catered for under Conditions 6 and 7 of this Section
- (10) for a judicial review
- (11) relating to any non-contracting party's rights to enforce all or any part of this Section.

The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.

- (12) notified under this Section when, either at the start of or during the course of the claim, You
- (a) are bankrupt
  - (b) have filed a bankruptcy petition or winding-up petition
  - (c) have made an arrangement with creditors
  - (d) have entered into a deed or arrangement
  - (e) are in liquidation
  - (f) or part of or all of Your affairs or property are in the care or control of a receiver or administrator.

### Conditions

The following Conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet.)

#### (1) Claims - Your Duty

You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident.

#### (2) Claims - Legal Representation

- (a) On acceptance of a claim, if appropriate, We will appoint an Appointed Representative.
- (b) If it is necessary to commence court proceedings or there is a conflict of interest, an Insured Person is free to nominate an Appointed Representative by sending to Us the name and address of the suitably qualified person.
- (c) If We do not agree to the Insured Person's choice of Appointed Representative, an Insured Person may choose another suitably qualified person.
- (d) If there is still a disagreement with regard to the Appointed Representative, We will ask the president of a relevant national law society to choose a suitably qualified person to represent an Insured Person. We and the Insured Person must accept such choice.

- (e) In all other circumstances We will be free to choose an Appointed Representative.
- (f) An Appointed Representative will be appointed by Us and represent an Insured Person according to Our standard terms of appointment.

#### (3) Claims - Our Rights and Your Obligations

- (a) We will have direct access to the Appointed Representative who will, upon request, provide Us with any information or opinion on Your claim.
- (b) An Insured Person must co-operate fully with Us and the Appointed Representative and must keep Us up-to-date with the progress of the claim.
- (c) An Insured Person must give the Appointed Representative any instructions that We require.
- (d) An Insured Person must notify Us immediately if anyone offers to settle a claim or makes a payment into court.
- (e) If an Insured Person does not follow the recommendation of the Appointed Representative to accept a reasonable offer or payment into court to settle a claim, We may refuse to pay further Costs and Expenses.
- (f) No agreement to settle on the basis of both parties paying their own costs is to be made without Our prior approval.

#### (4) Discontinuance of a Claim

If an Insured Person

- (a) settles or withdraws a claim without Our prior agreement
  - or
- (b) does not give suitable instructions to the Appointed Representative
  - or
- (c) dismisses an Appointed Representative without Our prior consent

the cover We provide will end immediately and We will be entitled to reclaim any Costs and Expenses We have incurred from the Insured Person.



### **(5) Recoveries**

An Insured Person must take every available step to recover Costs and Expenses that We have to pay and pay Us any Costs and Expenses that are recovered.

### **(6) Disputes**

If any difference arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this Section, You can take the steps outlined in the complaints procedure stated under Our Service to You.

### **(7) Arbitration**

You have the right to refer any difference that arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this Section to arbitration, which will be decided by counsel jointly chosen by Us and an Insured Person.

If there is a disagreement with regard to the choice of counsel, We will ask the president of a relevant national law society to choose a suitably qualified person.

The arbiter's decision shall be final and binding on both parties.

All costs for resolving the difference will be met by the party whom the decision is made against.

### **(8) Acts of Parliament**

All references to Acts of Parliament within this Section wording shall include equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man as the case may be.

## **General Information**

As soon as You are aware of an incident, You should obtain legal advice from the legal helpline on **0845 300 1899** without delay. Please have Your policy number to hand.

If You think that You might need to claim, contact the helpline on **0845 300 1899** and request a claim form. We can only proceed with Your claim once We have received details of the incident in writing. A claim form is available to download at [www.aviva.co.uk/legalprotection](http://www.aviva.co.uk/legalprotection).

Our claims handling is undertaken by DAS Legal Expenses Insurance Company Limited or such other company as We notify You of from time to time.

### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative Definition is stated to apply. Where the same word appears in the Policy Definitions and this Section the definition of this Section will prevail to the exclusion of the Policy Definition.

#### Above Ground Storage Tank(s)

Any stationary container or vessel, including associated piping connected to it, which has a capacity of five thousand (5,000) litres or more and is less than ten per cent (10%) beneath the surface of the ground.

#### Agricultural Contracting

The provision of services by You or on Your behalf for the production of crops and livestock, agricultural engineering work, agricultural haulage or agricultural produce storage but not including excluded activities listed under Exceptions.

#### Business

All farm and agricultural activities including renting and/or owning land at the Premises and Agricultural Contracting undertaken on third party property.

#### Claim

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

#### Clean Up Costs

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

- 1) that have actually been incurred by the Insured as required by Environmental Law; or
- 2) that have actually been incurred by any governmental entity duly acting under the authority of Environmental Law; or
- 3) that have actually been incurred by third parties where required by Environmental Law.

Clean Up Costs shall include the reasonable and necessary costs that The Insured incurs with the Our approval to restore, repair or replace The Insured's equipment, structures or facilities, to substantially

the same condition it was in prior to being damaged during work performed in the course of incurring Clean Up Costs.

#### Environmental Damage

The measurable:

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

and for which The Insured is legally responsible under European Union Directive 2004/35/EC on environmental liability and/or any local legislation that implements it.

#### Environmental Damage Costs

Reasonable and necessary costs, charges and expenses to investigate and / or undertake Primary, Compensatory or Complementary Remediation resulting from Environmental Damage and required pursuant to the European Union Directive 2004/35/EC on environmental liability and/or any local legislation that implements it.

Primary, Compensatory or Complementary Remediation are as defined by the European Union Directive 2004/35/EC on environmental liability and/or any local legislation that implements it.

#### Environmental Law

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

#### Environmental Loss

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

#### Environmental Retroactive Date

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

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

## Legal Liabilities – Environmental Liability

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### Excess for Environmental Liability

The amount stated in The Schedule, policy or endorsement being the first amount of compensation, costs and expenses payable in respect of each and every event of accidental Environmental Loss, which will be The Insured's responsibility.

### Limit of Indemnity for Environmental Liability Section

Regardless of the number of:

- 1) Insureds or other insured parties;
- 2) persons or organisations bringing claims or suits; or
- 3) Claims against The Insured or series of Claims against The Insured or Claims or series of Claims made by The Insured;

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

Any Sub-limit of Indemnity stated in The Schedule applies as if it were the Limit of Indemnity for the Claims specified in The Schedule for that Sub-limit of Indemnity and is part of and not in addition to the Limit of Indemnity.

Where a Limit of Indemnity is stated in The Schedule as being in the aggregate, this aggregate is the maximum We will pay for all insured events occurring during the Period of Insurance.

### Legal Defence Costs

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

### Pollutants

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

### Pollution Condition

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

### Premises

Any location within the Territorial Limits owned used or occupied by You for the purposes of the Business.

### Sub-limit of Indemnity/Sub-limit

Sub-limit of Indemnity/Sub-limit means Our maximum liability under a specified section, clause or other part of this Policy and is the amount stated in The Schedule.

### Territorial Limits

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

### Terrorism

Terrorism means an act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:

- 1) is committed for political, religious, ideological or similar purposes; and
- 2) is intended to influence any government or to put the public, or any section of the public, in fear; and
  - i) involves violence against one or more persons; or
  - ii) involves damage to property; or
  - iii) endangers life other than that of the person committing the action; or
  - iv) creates a risk to health or safety of the public or a section of the public; or
  - v) is designed to interfere with or to disrupt an electronic system.

### The Insured

- 3) You.
- 4) Your personal representatives in respect of legal liability You incur.

## Legal Liabilities – Environmental Liability

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Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed the Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### Third Party Environmental Damages

Damages to a third party as a result of:

- 1) accidental bodily injury;
- 2) physical injury to or destruction of tangible property, including the resulting loss of use and diminution in value thereof;
- 3) loss of use, but not diminution in value, of tangible property that has not been physically injured or destroyed; or
- 4) trespass, nuisance or obstruction.

### Transportation

The carriage including loading and unloading of property owned by You or for which you are responsible on public or private roads within United Kingdom by You or Employees who are engaged in the business of transporting such property and only when the carriage including loading and unloading of property is in connection with the Business.

### Underground Storage Tank

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

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

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

## Cover

We will indemnify The Insured against:

- 1.1 all sums that The Insured becomes legally liable to pay as damages; and
- 1.2 claimants costs and expenses, if The Insured is ordered to pay them or paid with Our written consent,

in respect of accidental Environmental Loss or Transportation arising from a Pollution Condition that:

- a) occurs after the Environmental Retroactive Date but before the end of the Period of Insurance, on, at, under or migrating from the Insured's Premises, or arising from the Business within the Territorial Limits; and
  - b) results in a Claim that is made against The Insured during the Period of Insurance and reported to Us within the same Period of Insurance or within 60 days of expiry thereof;
- 2) all Legal Expense Costs and other expenses, incurred by The Insured with Our prior written consent in defending any Claim under this Section; and
  - 3) the solicitor's fees incurred with Our prior written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any Environmental Loss which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

The maximum We will pay is the Limit of Indemnity.

## Clauses

The following Clauses only apply to this Section.

### Court Attendance Costs

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

- 1) any director of the Insured or partner of The Insured £500
- 2) any Employee £250.

### Cross Liabilities

Where The Insured comprises more than one party, We will treat each party as The Insured as if a separate policy had been issued to each provided that nothing in this extension clause will increase Our liability beyond the amount for which We would have been liable had this clause not applied.

## Legal Liabilities – Environmental Liability

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### Fly tipping costs

The insurance by this Section is extended to indemnify The Insured for the costs, necessarily and reasonable incurred, of cleaning and removing any property illegally deposited in, on or around the Premises except that:

- 1) the maximum We will pay shall not exceed a Sub-limit of Indemnity any one occurrence stated in the Schedule; and
- 2) You will be responsible to pay the first amount of each and every occurrence stated in the Schedule.

### Member to Member Liability

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

### Indemnity to Principals

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

Provided that:

- 3) We shall retain sole conduct and control of any Claim; and
- 4) the principal shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this policy, in so far as they can apply.

### Indemnity to Others

The Insured shall also include:

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

- b) any officer or member, of The Insured's canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in his/her respective capacity as such.

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

### Mitigation Expenses

We shall indemnify The Insured in respect of the following:

- 1) Mitigation expenses incurred due to measures We or Our appointed loss adjuster specifically directs The Insured to perform in order to mitigate or avoid the effects of Environmental Damage or a Pollution Condition which may give rise to an Environmental Loss under this policy; and
- 2) Expenses resulting from reasonable measures taken at the sole initiative of The Insured to avoid either a Pollution Condition or Environmental Damage which may give rise to an Environmental Loss where The Insured had no choice but to effect such action in the absence of obtaining Our consent or from any of Our appointed loss adjusters who may be acting on Our behalf, up to a maximum of £25,000 in respect of any one Environmental Loss or in the aggregate in respect of a series of Environmental Losses arising out of any one original cause.

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

Operation of this extension Clause shall be in excess of any such coverage insured elsewhere under:

- a) Asset Protection – Property Damage Section,
- b) Legal Liabilities Part Two – Legal and Products Liability

provided that the indemnity under this Section shall not exceed the Limit of Indemnity for any one Environmental Loss stated in the Schedule.

### Motor excess liability

Exception 3.2 to this Section shall not apply to cover grant by the undernoted clause.

## Legal Liabilities – Environmental Liability

We will indemnify You for liability that otherwise falls within the indemnity provided by this Section for Environmental Loss that is not recoverable (in whole or part) under any motor vehicle or fleet insurance policy due to its narrower scope or in the event of a reduction or total exhaustion of its limits of liability as a direct result of previous claims payments but not exceeding the Limits of Indemnity provided by this Section.

### Exceptions

The following Exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet.)

We will not provide indemnity in respect of:

1. personal injury to any member of The Insured's family, Employee or former Employee arising out of and in the course of employment by The Insured in the Business;
2. any action for damages brought against The Insured in any court outside the European Union;
3. the ownership, possession or use by or on behalf of the Insured of any:
  - 3.1. aircraft, aerial device, hovercraft or watercraft; or
  - 3.2. motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation

provided that where indemnity is not provided by another insurance policy, this Exclusion will not apply to the loading or unloading of motor vehicles, trailer or plant;

4. any Claim of loss based upon or arising out of any disease or condition contracted through direct or indirect contact with or exposure to any form of infectious agent that is generally spread or passed through physical contact with or amongst persons or animals, or the bodily fluids or excrement of persons or animals.
5. advice, instruction, consultancy, design, formula, specification, inspection, certification, or testing performed or provided separately for a fee or under a separate contract;
6. crop spraying, or the spraying or dissemination of insecticides, herbicides or other substances or compounds for the control of pests, disease or weeds on third party premises or land. For the avoidance of doubt this exclusion does not

apply to Premise owned, leased or rented by The Insured in connection with The Insured's Business;

7. or arising out of any Pollution Condition resulting from or related directly or indirectly to any Above Ground Storage Tank at The Premises which at the time of the accidental event that caused the Pollution Condition is:
  - 7.1. not in full compliance with any and all applicable legislation concerning the storage of agricultural fuel oil, silage and/or slurry regarding its design, construction or location;
  - 7.2. constructed prior to 1991; or
  - 7.3. for fuels or hazardous chemicals not within secondary containment and/or has a capacity in excess of fifteen thousand (15,000) litres;
8. or arising out of any Pollution Condition resulting from or related directly or indirectly to any Underground Storage Tank at The Premises the existence of which was known to You at the Environmental Retroactive Date.

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

- 8.1. an in-ground treatment process tank open to the atmosphere;
- 8.2. a flow through process tank, storm-water or waste water collection system, pit or septic tank; or
- 8.3. a storage tank situated in an underground area (such as a basement, cellar, mine shaft or tunnel) if the storage tank is situated upon or above the surface of the floor;
9. any Business activities that fall within the following trades:

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

10. liability arising from any item that The Insured sells, supplies, manufactures, constructs, alters, repairs, services, treats, or distributes including materials, parts, equipment, containers, packaging or labelling, once such item has

ceased to be in The Insured's possession or control;

11. work in connection with or on and travel to, from or within any offshore:
  - 11.1. accommodation, exploration, drilling or production rig or platform; or
  - 11.2. support vessel
12. any asbestos, asbestos containing materials, lead or lead containing materials applied to, on or in above ground structures;
13. liability arising from genetically modified organisms;
14. penalty clauses;
15. fines;
16. liquidated damages;
17. aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages;
18. any deliberate or wilful act or omission by the Insured where The Insured either intends to cause Environmental Loss or is reckless as to whether Environmental Loss is caused;
19. the Excess for Environmental Liability;
20. claims which are the subject of indemnity under other Sections of this Policy, or would be but for the limit of indemnity applicable thereto. This Exclusion will not apply to any applicable coverage provided by Clean Up Costs to Asset Protection – Property Damage Section where cover provided by this Section will be in excess of any such coverage;
21. arising out of or from:
  - 21.1. Terrorism regardless of any other cause or event contributing concurrently or in any other sequence; or
  - 21.2. any action taken in controlling, preventing, suppressing or in any way relating to Terrorism;

In any action, suit or other proceedings where We allege that by reason of this exclusion any claim is not covered by this policy, the burden of proving that such claim is covered shall be upon The insured.

22. nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us or any member of Our group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

### Additional Conditions

The following Condition applies to this Section.

Also refer to the Policy Conditions at the back of this policy booklet. Please note that the general condition Claim Procedure does not apply to this Section.

#### 1. In the event of an Environmental Loss

- 1.1. It is a condition precedent to Our liability under this Section that The Insured shall notify Us in writing as soon as practicable of any Environmental Loss. To the extent possible, such written notification should include:
  - a) how, when and where the Environmental Loss took place;
  - b) the names and addresses of any injured persons and witnesses; and
  - c) the nature and location of any injury or damage that has or could arise out of the Environmental Loss.
- 1.2. If a Claim for Environmental Loss covered by this Section is received by The Insured, The Insured must:
  - a) immediately record the specifics of the Claim and the date received;
  - b) see to it that We receives written notice of the Claim as soon as practicable, but in no event later than the end of the Period of Insurance in which the Claim is made or within 60 days of expiry thereof;
  - c) immediately send Us copies of any demands, notices, summonses or legal papers received in connection with the Claim;
  - d) authorise Us to obtain records and other information;
  - e) cooperate with Us in the investigation, settlement or defence of the Claim; and

- f) assist Us, upon their request, in the enforcement of any right against any person or organisation which may be liable to The Insured because of injury or damage to which this insurance may also apply.

### **2. After the Environmental Loss has been Identified**

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

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

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

### **3. The Company's Rights – Following an Incident**

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

### **4. Right of Inspection**

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

### **5. Contractual Liability**

In so far as concerns liability assumed by The Insured under agreement, which would not have attached in the absence of such agreement, this Section will only apply if We retain sole conduct and control of any claim.

### **6. Lloyd's syndicate severability**

#### **PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY**

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract.

The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.



### Personal Accident and Sickness Section

#### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative Definition is stated to apply.

#### Accidental Bodily Injury

- (1) Injury caused by accidental and/or violent means
- (2) injury resulting from exposure to severe weather conditions

occurring within 24 months from the date of the accident by which such injury is caused.

#### Insured Person

Any person or category of person specified in The Schedule.

#### Loss of Limb

In respect of

- (1) an arm - physical severance of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand)  
and/or
- (2) a leg - physical severance at or above the level of the ankle (talo-tibial joint)

and shall also mean permanent total loss of use of an entire hand or arm at or above the metacarpal phalangeal joints or a leg at or above the level of the ankle.

#### Permanent Total Disablement

Permanent disablement (other than loss of sight, loss of hearing or Loss of Limb) which

- (1) wholly prevents the Insured Person from pursuing their normal occupation  
and
- (2) lasts without interruption for more than 12 months from the date of the accident

and

- (3) in all probability will continue for the remainder of the Insured Person's life.

#### Sickness

Sickness or disease (not resulting from Accidental Bodily Injury) contracted anywhere in the world and which results in the Insured Person suffering Temporary Total Disablement during the Period of Insurance.

#### Temporary Partial Disablement

Disablement which prevents the Insured Person from pursuing a substantial part of their normal occupation.

#### Temporary Total Disablement

Disablement which entirely prevents the Insured Person from pursuing their normal occupation.

#### Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence  
and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

### Part One - Personal Accident

#### Cover

We will pay You, or Your personal representatives, compensation as specified in The Schedule for Accidental Bodily Injury to an Insured Person occurring during the Period of Insurance which solely, directly and independently of any other cause results in any of the following Contingencies

- 1 Death.

## Employee Benefits – Personal Accident and Sickness

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- 2 Total and permanent loss of
  - (a) sight in one or both eyes
  - (b) hearing in one or both ears
  - (c) speech.
- 3 Loss of Limb.
- 4 Permanent Total Disablement.
- 5 Temporary Total Disablement.
- 6 Temporary Partial Disablement.

### Clauses

The following Clauses apply to Part One of this Section.

#### Amounts Payable

We will pay

- (1) compensation specified in The Schedule with weekly benefit being paid at four weekly intervals
- (2) compensation under Contingencies 5 and 6 for a maximum of two years from the date that the disablement started

but where We pay compensation under any of Contingencies 1-4

- (a) any weekly benefit being paid for the same injury will stop
- (b) this insurance will end for the Insured Person
- (c) compensation will only be payable under one Contingency in respect of an Insured Person.

The maximum compensation payable in the aggregate for all Insured Persons involved in the same accident will not exceed £1,000,000. Our liability in respect of each Insured Person claimed for will be reduced proportionately until the total does not exceed £1,000,000.

#### Disappearance

If an Insured Person has been missing for a period of 180 consecutive days and there is sufficient evidence to support the conclusion that death has been caused by Accidental Bodily Injury, that person will be presumed to have died.

However, You will repay any compensation if the Insured Person is found alive, or is found to have been alive, or subsequently found not to have died as a result of Accidental Bodily Injury.

#### Gross Wages

Where compensation is specified in The Schedule on a Wages Basis the amount We will pay under

- (1) Contingencies 1-4 will be based on
  - (a) the Insured Person's wages/salary received in the 12 months immediately preceding the date of the accident
  - (b) for weekly paid Employees, 52 times the Insured Person's weekly wage received immediately preceding the date of the accident
- (2) Contingencies 5 and 6 will be based on the average weekly wage excluding any payment for overtime, commission and bonus payments (unless these are guaranteed)
  - (a) in the 12 week period before the date of the Accidental Bodily Injury
  - or
  - (b) any shorter period if the Insured Person has been employed by You for less than 12 weeks

all prior to deductions.

#### Medical Evidence

- (1) We may, at Our expense, arrange for an Insured Person to undergo a medical examination or a post-mortem examination.
- (2) You, or Your personal representatives, will supply to Us, at Your expense, any
  - (a) certificate
  - (b) information
  - (c) evidence

in the format We require to support a claim.

#### Medical Expenses

When We pay compensation under Contingencies 5 or 6, We will also pay up to 30% of this amount in respect of medical expenses incurred.

The maximum We will pay is £10,000 in respect of any one Insured Person.

### Exceptions

The following Exceptions apply to Part One of this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet.)

We will not pay compensation for Accidental Bodily Injury

- (1) directly or indirectly caused by the Insured Person
  - (a) suffering from
    - (i) any disability due to a gradually operating cause
    - (ii) any naturally occurring condition or degenerative process
    - (iii) sickness or disease (unless resulting directly from Accidental Bodily Injury)
  - (b) practising for or taking part in
    - (i) mountaineering or rock climbing requiring use of ropes or guides
    - (ii) pot-holing
    - (iii) winter sports outside the United Kingdom
    - (iv) any kind of racing (except foot races)
    - (v) speed or time trials
    - (vi) naval, army or air force service or operations
- (2) after the end of the Period of Insurance during which the Insured Person reaches the age of 80.

### Part Two - Sickness

#### Cover

We will pay compensation to You, or Your personal representatives, for Sickness to an Insured Person occurring during the Period of Insurance which solely, directly or independently of any other cause results in the Temporary Total Disablement of the Insured Person.

### Clauses

The following Clauses apply to Part Two of this Section.

#### Amounts Payable

We will pay

- (1) the compensation specified in The Schedule with weekly benefit being paid at four weekly intervals
- (2) compensation for a maximum period as specified in The Schedule, from the date that the Sickness started.

#### Gross Wages

Where compensation is specified in The Schedule on a Wages Basis, the amount payable shall be the average weekly wage excluding any payment for overtime, commission and bonus payments (unless these are guaranteed)

- (1) in the 12 week period before the date of the Sickness  
or
- (2) any shorter period if the Insured Person has been employed by You for less than 12 weeks

all prior to deductions.

#### Medical Evidence

- (1) We may, at Our expense, arrange for an Insured Person to undergo
  - (a) a medical examination  
or
  - (b) a post-mortem examination.
- (2) You, or Your personal representatives, will supply to Us, at Your expense, any
  - (a) certificate
  - (b) information
  - (c) evidencein the format We require to support a claim.

#### Medical Expenses

When We pay compensation under Part Two, We will also pay up to 30% of this amount in respect of medical expenses incurred.

The maximum We will pay is £10,000 in respect of any one Insured Person.

### Exceptions

The following Exceptions apply to Part Two of this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet.)

We will not pay compensation for Sickness

- (1) directly or indirectly caused by
  - (a) AIDS or any AIDS-related condition
  - (b) any physical defect, infirmity, medical condition or chronic or recurring sickness which existed at or prior to the acceptance of an Insured Person into this insurance unless it has been declared to and agreed by Us in writing
  - (c) the Insured Person suffering from Sickness manifesting itself within 21 days of the date from which the Insured Person became insured under this policy
- (2) directly or indirectly contracted after the end of the Period of Insurance during which the Insured Person reaches the age of 65
- (3) during the first 14 days of the period of the disablement (or any other period specified in The Schedule).

### Exceptions to Parts One and Two

The following Exceptions apply to Parts One and Two of this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet.)

We will not pay compensation

- (1) for Accidental Bodily Injury or Sickness directly or indirectly caused by
  - (a) suicide or attempted suicide
  - (b) deliberate exposure to danger (except in an attempt to save human life)
  - (c) the Insured Person's own criminal act
  - (d) the Insured Person being in a state of insanity
  - (e) flying or other aerial activities (except while travelling as a passenger by a recognised airline)
  - (f) pregnancy or childbirth

(g) the effects of alcohol or drugs (other than drugs prescribed by a doctor)

(h) any treatment for drug addiction

- (2) in respect of any claim relating to any non-contracting party's rights to enforce all or any part of this Section

The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.

- (3) for Accidental Bodily Injury or Sickness directly or indirectly caused by any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

(a) Terrorism

(b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in **Special Provision - Terrorism** below.

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (3)(a) and/or (3)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit) the burden of proving that any such consequence is covered (or is covered beyond that limit) under this Section will be upon You.

#### Special Provision - Terrorism

Subject otherwise to the terms of the policy.

Neither of the Exceptions in (3)(a) and (3)(b) above will apply to this Section provided that the total amount payable in respect of all losses arising out of any one occurrence will not exceed the lesser of

(i) any limits, amounts payable or maximum accumulation stated in The Schedule

or

(ii) £1,000,000.

In the event of a claim exceeding the total amount payable under this **Special Provision - Terrorism** Our liability in respect of each Insured Person claimed for will be proportionately reduced until the total does not exceed such total amount payable.

## Home Section

### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative Definition is stated to apply.

#### Accidental Damage

Damage caused suddenly and unexpectedly by an outside force.

#### British Isles

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

#### Buildings

- (1) The Home, including yards, pavements, paths, drives and external fire escapes and staircases
- (2) interior decorations and fixtures and fittings including floor coverings, curtains, blinds and domestic white goods
- (3) car parks and garages
- (4) ornamental fountains and ponds, swimming pools and hard courts
- (5) terraces, patios, driveways, footpaths, walls, fences, gates and hedges
- (6) telecommunications aerials, aerial fittings, masts, and closed circuit television (CCTV)
- (7) domestic fixed fuel tanks providing fuel to the home, cess pits, septic tanks, drain inspection covers
- (8) squash courts, gymnasias used by residents for domestic and leisure purposes
- (9) fixed statues, street furniture and lamp posts
- (10) solar panels and wind turbines attached to the Home
- (11) underground pipes, cables and wires.

Unless otherwise stated in The Schedule the Buildings are constructed of brick, stone or concrete and roofed with slates, tiles, concrete, metal or asbestos at the address stated in The Schedule.

### Contents

Household items and personal belongings that

- (1) You own
- (2) You are legally responsible for
- (3) belong to Domestic Employees who live with You

including Personal Money up to £500 and visitors' personal belongings up to £1,000.

The Definition of Contents does not include

- (a) property insured by any other insurance policy
- (b) securities, stocks, shares and documents of any kind
- (c) Motorised Vehicles, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, including the parts, spares and accessories of any of these
- (d) any part of the structure of the Home
- (e) items used for business or professional purposes (except as stated in the Business Equipment Clause under Part Two - Contents)
- (f) any living creature.

#### Domestic Employee

A person employed by You to carry out domestic duties in connection with the Home and its land, who is not employed by You in any capacity in connection with any business, trade or profession.

#### Excess

The amount(s) specified in Your policy or The Schedule which We will deduct from each and every claim at each separate location.

#### Home

The house or flat and its outbuildings, used only for domestic purposes.

#### Motorised Vehicle

Any electrically or mechanically-propelled vehicle other than

- (1) vehicles used only as domestic gardening equipment within the boundaries of the land belonging to the Home

- (2) vehicles designed to help disabled people (provided that the vehicles are not registered for road use)
- (3) golf carts and trolleys
- (4) pedestrian-controlled toys and models.

### Money

Cash, cheques, postal orders, unused postage stamps, savings stamps and certificates, premium bonds, luncheon and gift vouchers, season tickets, travel tickets, travellers' cheques and phone cards, all held for social, domestic or charitable purposes.

### Unfurnished

Does not contain enough furniture for normal living purposes.

### Unoccupied

Not lived in by You or by anyone who has Your permission.

### Valuables

Stamp, coin or medal collections, pictures, other works of art, items of gold, silver or any other precious metal, jewellery or fur.

### You/Your

- (1) The persons, companies (including its directors), partnerships or unincorporated associations named in The Schedule as The Policyholder.
- (2) (a) The domestic partner(s) of any
  - (i) person named in The Schedule as The Policyholder
  - (ii) director or partner
- (b) Members of the family (or families) including their foster children of any person named in (a) above who are permanently living with them.

## Part One - Buildings

Part One - Buildings is operative only if stated in The Schedule.

## Contingencies

### Standard Cover - Contingencies 1-11

#### Standard Cover plus Accidental Damage - Contingencies 1-13

Loss of or damage to the Buildings caused by any of the following Contingencies

- 1 (a) Fire, Explosion, Lightning or Earthquake
- (b) Smoke.

We will not indemnify You in respect of

Contingency 1(b)

- (i) loss or damage that happens gradually.

Contingencies 1(a) and 1(b)

- (i) the Excess.

- 2 Storm or Flood.

We will not indemnify You in respect of

- (i) loss or damage by frost

- (ii) loss of or damage to fences, gates and hedges

- (iii) the Excess.

- 3 (a) Riot, Civil Unrest, Strikes and Labour or Political Disturbances

- (b) Malicious Acts.

We will not indemnify You in respect of

Contingency 3(b)

- (i) loss or damage that happens after the Home has been left Unoccupied or Unfurnished for more than 60 consecutive days.

Contingencies 3(a) and 3(b)

- (i) loss or damage caused by You, paying guests or tenants

- (ii) the Excess.

## Asset Protection and Legal Liabilities – Home

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- 4 Aircraft including other aerial devices and articles dropped from them.

We will not indemnify You in respect of the Excess.

- 5 Impact by any vehicles or animals or by goods falling from them.

We will not indemnify You in respect of the Excess.

- 6 (a) Escape of Water from water tanks, pipes, equipment or fixed heating systems  
(b) Water Freezing in tanks, equipment or pipes.

We will not indemnify You in respect of

- (i) loss or damage that happens after the Home has been left Unoccupied or Unfurnished for more than 60 consecutive days  
(ii) damage to solid floors caused by infill materials settling, swelling or shrinking caused by water escaping in the Home  
(iii) subsidence, heave or landslip caused by water escaping from the Home  
(iv) the Excess.

- 7 Escape of Oil from a fixed heating system.

We will not indemnify You in respect of

- (i) loss or damage that happens after the Home has been left Unoccupied or Unfurnished for more than 60 consecutive days  
(ii) the Excess.

- 8 Theft or attempted theft.

We will not indemnify You in respect of

- (i) loss or damage that happens after the Home has been left Unoccupied or Unfurnished for more than 60 consecutive days  
(ii) loss or damage caused by You, paying guests or tenants  
(iii) the Excess.

- 9 Falling Radio and Television Aerials and Dishes and their fittings and masts.

We will not indemnify You in respect of the Excess.

- 10 Subsidence or heave of land that the Buildings stand on, or landslip.

We will not indemnify You in respect of

- (i) damage to swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, fences, gates, hedges or fixed tanks providing fuel to the Home, unless We also accept a claim for subsidence, heave or landslip damage to the Home  
(ii) damage if You know that any of the Buildings have already been damaged by subsidence, heave or landslip, unless You have told Us about this and We have accepted it  
(iii) damage resulting from the coast wearing away  
(iv) damage to solid floors caused by infill materials settling, swelling or shrinking, or by faulty or unsuitable materials or poor workmanship  
(v) damage caused by normal settlement or shrinkage, or by recently placed infill materials moving  
(vi) the Excess.

- 11 Falling Trees or branches, including the reasonable costs You have to pay for removing from the site the fallen part of the tree or the whole tree if it has been totally or partially uprooted.

We will not indemnify You in respect of

- (i) costs You have to pay for removing the part of the tree that is still below ground  
(ii) costs You have to pay for restoring the site  
(iii) the Excess.

- 12 Frost.

We will not indemnify You in respect of

- (i) damage to swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, fences, gates, hedges or fixed tanks providing fuel to the Home, unless We also accept a claim for subsidence, heave or landslip damage to the Home  
(ii) the Excess.

### 13 All other Accidental Damage to the Buildings.

We will not indemnify You in respect of

- (i) maintenance and normal redecoration costs
- (ii) damage excluded elsewhere under Part One - Buildings
- (iii) damage caused by gradual deterioration, wear and tear, settlement, shrinkage, vermin, insects, fungus or weather conditions
- (iv) damage caused by faulty materials, design or workmanship
- (v) damage caused by chewing, scratching, tearing or fouling by domestic animals
- (vi) damage caused by building renovations, alterations, extensions or repairs
- (vii) damage caused by paying guests or tenants
- (viii) the Excess.

## Clauses

The following Clauses apply to Part One of this Section.

### Clean Up Costs

We will indemnify You in respect of costs and expenses necessarily and reasonably incurred in cleaning, clearing or removing debris from land at The Premises, and the area immediately adjacent to it, following the escape of oil, effluent waste or fertiliser from any tank owned by You. Provided that such escape results from Damage by any of Contingencies 1-13 if insured by this Section.

The maximum We will pay is £25,000 during any one Period of Insurance.

### Damage to Services

We will indemnify You in respect of Accidental Damage to

- (1) cables and underground pipes which provide services to or from the Buildings
- (2) septic tanks and drain inspection covers

that You are legally responsible for.

Under (1) We will also pay up to £1,000 for the cost of breaking into and repairing an underground pipe to clear a blockage between the main sewer and the Home where normal methods of releasing the blockage have been unsuccessful.

We will not indemnify You in respect of

- (1) damage due to a fault or limit of design, manufacture, construction or installation
- (2) the Excess.

### Drains

The Sum Insured for each Buildings item extends to include an amount necessarily and reasonably incurred by You, and which We agree to for cleaning and/or clearing of

- (1) drains
- (2) sewers
- (3) gutters

for which You are responsible, following Damage insured by this Section.

### Emergency Access

We will indemnify You in respect of Accidental Damage to the Buildings caused by forced access to deal with a medical emergency or to prevent damage to the Home.

### Falling Trees

We will indemnify You in respect of

- (1) the cost of removing fallen trees belonging to You or for which You are responsible but only when there has been Damage to property
- (2) the cost of felling, lopping or pruning trees belonging to You or for which you are responsible to prevent the immediate threat of Damage to property or for safeguarding life.

The maximum We will pay in respect of (1) and/or (2) above is £2,500.



## Asset Protection and Legal Liabilities – Home

### Fixed Glass and Sanitary Fittings

We will indemnify You in respect of Accidental Damage to fixed glass and sanitary fittings which form part of the Buildings (including glass in solar-panel units, fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns).

We will not indemnify You in respect of

- (1) Accidental Damage that happens after the Home has been left Unoccupied or Unfurnished for more than 60 consecutive days
- (2) the Excess.

### Fly Tipping Costs

We will indemnify You in respect of the costs, necessarily and reasonably incurred, of clearing and removing any property illegally deposited in, on or around the Home.

The maximum We will pay is £2,500 any one occurrence and £10,000 any one Period of Insurance.

We will not indemnify You in respect of the excess.

### Garden Cover

We will pay the cost of re-landscaping, removal of debris, repairing gates and fences if the garden at the Home is damaged by

- (1) fire, explosion, lightning, malicious persons, riot, theft or attempted theft
- (2) collision by vehicles, animals, aircraft or other flying objects, or anything falling from them.

The maximum We will pay in respect of any one claim is £5,000 but not more than £500 any one tree, shrub or plant.

We will not pay You in respect of the Excess.

### Loss of Rent and the Cost of Alternative Accommodation

We will pay any ground rent You still have to pay, for up to two years, if the Home (excluding its outbuildings) is damaged by any Contingency listed under Part One - Buildings and, as a result, it cannot be lived in.

We will also pay for

- (1) rent You have lost

- (2) any reasonable extra accommodation for You and your domestic pets which normally reside in the Home

until the Home is ready to be lived in.

The maximum We will pay in respect of any one incident is 30% of the Buildings Sum Insured specified in The Schedule.

### Professional Fees and Other Expenses

If We accept a claim under Part One - Buildings, We will also pay for

- (1) architects' and surveyors' fees necessary for restoring the Buildings. The amounts We pay will not exceed the level of fees authorised by the relevant professional institutes.

We will not pay You in respect of fees for preparing any claim.

- (2) the necessary cost of removing debris and demolishing or supporting the damaged parts of the Buildings which We have agreed to pay.
- (3) the cost of meeting building regulations or municipal or local authority bye-laws.

We will not pay You in respect of any costs You are legally responsible for due to a notice being served on You before the date of the loss or damage.

### Selling Your Home

If You enter into a contract to sell any Building insured by this policy, and the Building is damaged or destroyed by any Contingency listed under Part One - Buildings before the sale has been completed, the buyer will be entitled to benefit from this insurance for the damage or destruction once the sale has been completed.

This Clause does not apply if other insurance has been arranged by or on behalf of the buyer.

### Trace and Access

We will pay reasonable costs and expenses incurred

- (1) in locating the actual source of damage  
and
- (2) any repairs directly arising from (1)

caused by the escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such damage is insured by Part One - Buildings.

The maximum We will pay is £25,000 in respect of any one incident.

### Your Liability to the Public

We will indemnify You in respect of legal liability as owner of the Buildings to pay damages and claimants' costs and expenses for accidental bodily injury or illness and/or accidental loss of or damage to property happening during the Period of Insurance and arising

- (1) from Buildings You own
- (2) under Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 for any Home You previously owned and occupied or leased and occupied, provided You are not entitled to indemnity under another insurance policy.

The indemnity provided by this Clause will continue for seven years from the date Part One - Buildings is cancelled or no longer operates.

We will also pay Your costs and expenses that We have already agreed to in writing.

The maximum We will pay is £5,000,000 in respect of any one incident, including costs and expenses.

We will not indemnify You in respect of liability

- (1) as occupier of the Buildings
- (2) for accidental bodily injury or illness to any person You employ if the injury or illness happens as a result of or in the course of their employment by You
- (3) for loss of or damage to property which belongs to You or is in Your care
- (4) in connection with any Motorised Vehicle
- (5) under any agreement, unless You would have been liable in the absence of such agreement
- (6) in connection with Your trade, business or profession.

## Condition

The following Condition applies to Part One of this Section.

(Also refer to the Conditions to Parts One to Seven and the Policy Conditions at the back of this policy booklet.)

### Basis of Claim Settlement

The Sum Insured specified in The Schedule must be adequate to cover the full cost of rebuilding the Buildings to the same specification, including an amount for demolition costs and architects' and surveyors' fees.

If at the time of a loss the Sum Insured is not adequate to cover the full cost of rebuilding as stated above, We will reduce any payment to reflect wear and tear.

We may choose to settle Your claim by repair, replacement, reinstatement or by payment in cash. If We are able to replace Your property, payment will be limited to the cost of replacement by Our preferred supplier.

The maximum We will pay in respect of loss or damage arising out of one incident is the Buildings Sum Insured specified in The Schedule.

We will not reduce the Sum(s) Insured by the amount paid under any claim.

We will not reduce the Sum(s) Insured by the amount paid under any claim.

We will not indemnify You in respect of any reduction in the market value of the Home after the damaged parts of the Home have been replaced, reinstated or repaired, or We have otherwise settled Your claim.

## Part Two - Contents

Part Two - Contents is operative only if stated in The Schedule.

Loss of or damage to Contents (including Valuables) in the Home caused by any of the following Contingencies

### Standard Cover - Contingencies 1-11

### Standard Cover plus Accidental Damage - Contingencies 1-12

### Contingencies

- 1 (a) Fire, Explosion, Lightning or Earthquake  
(b) Smoke.

We will not indemnify You in respect of Contingency 1(b)

- (i) loss or damage that happens gradually.

Contingencies 1(a) and 1(b)

- (i) the Excess.

- 2 Storm or Flood.

We will not indemnify You in respect of the Excess.

- 3 (a) Riot, Civil Unrest, Strikes and Labour or Political Disturbances

- (b) Malicious Acts.

We will not indemnify You in respect of Contingency 3(a)

- (i) loss of or damage to the contents of freezers or refrigerators caused by a power cut due to a deliberate act, or to a strike by the employees of the company supplying Your power

- (ii) the Excess.

Contingency 3(b)

- (i) loss or damage that happens after the Home has been left Unoccupied or Unfurnished for more than 60 consecutive days

- (ii) loss or damage caused by You, paying guests or tenants

- (iii) the Excess.

- 4 Aircraft including other aerial devices and articles dropped from them.

We will not indemnify You in respect of the Excess.

- 5 Impact by vehicles or animals.

We will not indemnify You in respect of the Excess.

- 6 Escape of water from water tanks, pipes, equipment or fixed heating systems.

We will not indemnify You in respect of

- (i) loss or damage that happens after the Home has been left Unoccupied or Unfurnished for more than 60 consecutive days

- (ii) the Excess.

- 7 Escape of oil from a fixed heating system.

We will not indemnify You in respect of

- (i) loss or damage that happens after the Home has been left Unoccupied or Unfurnished for more than 60 consecutive days

- (ii) the Excess.

- 8 Theft or attempted theft.

The maximum We will pay is £2,500 in respect of any one incident for theft from outbuildings (other than garages).

We will not indemnify You in respect of

- (i) loss or damage that happens after the Home has been left Unoccupied or Unfurnished for more than 60 consecutive days

- (ii) theft by deception, unless deception is used only to enter the Home

- (iii) loss or damage caused by You, paying guests or tenants

- (iv) the Excess.

- 9 Falling Radio and Television Aerials and Dishes, and their fittings and masts.

We will not indemnify You in respect of the Excess.

- 10 Subsidence or heave of land that the Home stands on, or landslip.

We will not indemnify You in respect of

- (i) damage resulting from the coast wearing away

- (ii) the Excess.

- 11 Falling Trees or branches.

We will not indemnify You in respect of the Excess.

### 12 All other Accidental Damage to the Contents.

We will not indemnify You in respect of

- (i) loss of or damage to food in freezers, clothing, contact and corneal cap or micro lenses, stamps and pedal cycles
- (ii) loss in value
- (iii) indirect loss
- (iv) damage caused by gradual deterioration, wear and tear, light, weather conditions, moth, vermin, insects, fungus, damp, rust or rot
- (v) damage caused by chewing, scratching, tearing or fouling by domestic animals
- (vi) damage caused by the process of cleaning, washing, repairing or restoring any item
- (vii) damage caused by electrical or mechanical breakdown
- (viii) damage caused by paying guests or tenants
- (ix) damage excluded elsewhere under Part Two - Contents
- (x) loss or damage happening while the Home or any part of it is lent, let or sublet
- (xi) the Excess.

## Clauses

The following Clauses apply to Part Two of this Section.

### Accidental Damage to Audio, DVD, Video and Computer Equipment

We will indemnify You in respect of Accidental Damage to

- (1) radios, televisions, DVD and video players and recorders, home computers, recording and audio equipment in the Home
- (2) receiving aerials, dishes and closed-circuit television cameras fixed to the Home.

We will not indemnify You in respect of

- (1) electrical or mechanical breakdown
- (2) Computers or computer equipment designed to be portable

- (3) video cameras, mobile phones, pagers, computer software, games, recording tapes, discs or records
- (4) loss in value
- (5) damage caused by chewing, scratching, tearing or fouling by domestic animals
- (6) damage caused by gradual deterioration, wear and tear
- (7) damage caused by the process of cleaning, washing, repairing or restoring
- (8) damage caused by failure to use in line with the manufacturer's instructions
- (9) the Excess.

### Business Equipment

We will indemnify You in respect of computer equipment including monitors, keyboards, printers, modems, facsimile machines, photocopiers, telephone equipment (other than mobile phones), answering machines and any other office equipment or furniture used in connection with The Business.

The maximum We will pay is £5,000 in respect of any one claim.

### Clean Up Costs

We will indemnify You in respect of costs and expenses necessarily and reasonably incurred in cleaning, clearing or removing debris from land at The Premises, and the area immediately adjacent to it, following the escape of oil, effluent waste or fertiliser from any tank owned by You. Provided that such escape results from Damage by any of Contingencies 1-12 if insured by this Section.

The maximum We will pay is £25,000 during any one Period of Insurance.

### Contents in the Open

We will indemnify You in respect of loss of or damage to Contents by any Contingency insured under Part Two - Contents happening in the open on land belonging to the Home.

The maximum We will pay is £5,000 in respect of any one claim.

We will not indemnify You in respect of

- (1) loss or damage that happens after the Home has been left Unoccupied or Unfurnished for more than 60 consecutive days
- (2) loss of or damage to pedal cycles
- (3) the Excess.

### Contents Temporarily Removed from the Home

We will indemnify You in respect of loss of or damage to Contents by any Contingency insured under Part Two - Contents while temporarily removed from the Home to

- (1) anywhere in the British Isles, including any bank or safe deposit, or any private residence where You are living (including while attending full-time education), employed or working
- (2) Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

The maximum We will pay in respect of any one claim is

- (a) 25% of the Sum Insured specified in The Schedule
- (b) £2,500 in respect of property in any outbuilding.

We will not indemnify You in respect of

- (1) loss of or damage to property that is not in a building, caused by storm or flood
- (2) loss or damage by theft from a building, unless such building has been broken into or out of using force and violence
- (3) loss of or damage if Contents have been removed for sale or exhibition, or placed in a furniture depository
- (4) the Excess.

### Emergency Access

We will indemnify You in respect of Accidental Damage to Contents following forced access to the Home to deal with a medical emergency or to prevent damage to the Home.

### Employers' Liability for Domestic Employees

We will indemnify You in respect of Your legal liability to pay damages and claimants' costs and expenses for accidental bodily injury or illness happening during the Period of Insurance

- (1) in the British Isles
- (2) for temporary visits elsewhere in the rest of the world

and arising as employer of a Domestic Employee.

The maximum We will pay in respect of any one claim or series of claims arising out of one cause is £10,000,000. We will also pay Your costs and expenses which We have already agreed to in writing.

We will not indemnify You in respect of liability arising in connection with the ownership, possession or use of any Motorised Vehicle in circumstances where any road traffic legislation requires insurance or security.

### Fatal Injury Benefit

If, as a direct result of injury caused in the Home by fire, explosion, lightning or intruders, You die within three months of such incident, We will pay £5,000 to Your personal representatives.

### Freezers and Refrigerators

We will indemnify You in respect of loss of or damage to items stored in any domestic freezer or refrigerator in the Home caused by

- (1) a rise or fall in temperature
- (2) contamination by freezing agents.

The maximum We will pay in respect of any one claim is £1,000.

We will not indemnify You in respect of

- (1) loss of or damage caused by a deliberate act of the company supplying Your power (or its employees)

(2) loss of or damage to any non-food items held for business purposes

(3) the Excess.

### Fuel and Metered Water

We will indemnify You in respect of accidental loss of

- (1) domestic heating fuel
- (2) metered water.

The maximum We will pay is £5,000 in respect of any one claim.

We will not indemnify You in respect of the Excess.

### Gifts and Provisions

The Sum Insured specified in The Schedule under Part Two - Contents are automatically increased by £5,000 during the 30 days before and after You celebrate a religious festival, birthday, wedding or civil partnership to cover gifts and food bought by You for the occasion.

We will not indemnify You in respect of the Excess.

### Glass and Mirrors

We will indemnify You in respect of Accidental Damage to mirrors, glass tops and fixed glass in furniture, cookers and ceramic hobs in the Home.

We will not indemnify You in respect of the Excess.

### Household Removals

We will indemnify You in respect of loss of or damage to Contents while being moved by professional furniture removers from the Home to Your new permanent Home (including temporary storage in a furniture depository for up to seven consecutive days) in the British Isles.

We will not indemnify You in respect of

- (1) Personal Money, coins, jewellery, furs, items of gold and platinum, precious stones, securities, stocks, shares, stamps, deeds or documents of any kind
- (2) the Excess.

### Loss of Rent and the Cost of Alternative Accommodation

If the Home (excluding its outbuildings) is damaged by any Contingency insured under Part Two - Contents and, as a result, it cannot be lived in, We will pay

- (1) rent You have lost
- (2) any reasonable extra accommodation for You and your domestic pets which normally reside in the Home

until the Home is ready to be lived in.

The maximum We will pay in respect of any one incident is 30% of the Buildings Sum Insured specified in The Schedule.

### Occupiers' and Personal Liability

We will indemnify You in respect of Your legal liability to pay damages and claimants' costs and expenses in respect of

- (1) accidental bodily injury or illness
  - (2) accidental loss of or damage to property
- happening during the Period of Insurance
- (a) in the British Isles
  - (b) for temporary visits elsewhere in the rest of the world

and arising

- (i) as occupier (not as owner) of the Home and its land
- (ii) in a personal capacity (not as occupier or owner of any Building or land).

We will also pay Your costs and expenses which We have already agreed to in writing.

The maximum We will pay is £5,000,000 in respect of any one incident, including costs and expenses.

We will not indemnify You in respect of liability arising in connection with

- (1) You (or anyone on Your behalf) owning, possessing or using any
  - (a) Motorised Vehicle

- (b) aircraft (other than pedestrian-controlled toys or models)
- (c) caravan
- (d) boat, board or craft designed to be used on or in water (other than those only propelled by oars or paddles or pedestrian-controlled toys or models)
- (2) You living in or occupying land or Buildings other than the Home or its grounds
- (3) You owning land, Buildings or other fixed property
- (4) deliberate or malicious acts
- (5) HIV and HIV-related illnesses, including AIDS
- (6) dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any subsequent legislation)
- (7) any agreement, unless You would have been liable in the absence of such agreement
- (8) any trade, business or profession
- (9) loss of or damage to property which belongs to You or is in Your custody or control
- (10) bodily injury or illness to You.

### Pairs, Sets, and Suites

In the event of loss or damage to parts of Building which form part of a set of common design We will pay for the replacement or repair of the lost or damaged item only, unless part of a pair.

However, we will pay for undamaged parts of a bathroom suite or fitted kitchen and their tiles, floor coverings, curtains and blinds where replacements to the damaged parts cannot be matched.

The most We will pay for any one pair, set or suite is £5,000.

We will not pay You in respect of the Excess.

### Replacement Locks

We will indemnify You in respect of the cost of replacing locks or lock mechanisms and keys to

- (1) external doors of the Home
- (2) alarm systems
- (3) domestic safes fitted in the Home

if the keys are accidentally lost or stolen.

### Tenant's Liability

We will indemnify You in respect of Your legal liability as a tenant for

- (1) loss of or damage to the Home and landlord's fixtures and fittings by any of the Contingencies insured under Part Two - Contents
- (2) Accidental Damage to fixed glass (including glass in solar-panel units), fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns which form part of the Home
- (3) Accidental Damage to cables or underground pipes which provide services to or from the Buildings, septic tanks and drain inspection covers.

The maximum We will pay in respect of any one claim is 20% of the Contents Sum Insured specified in The Schedule.

We will not indemnify You in respect of

- (1) loss or damage excluded by Part Two - Contents
- (2) loss or damage that happens while the Home has been left Unfurnished
- (3) damage to cables and underground pipes due to a fault or limit of design, manufacture, construction or installation.

### Title Deeds

We will pay the cost of preparing new title deeds to the Home if they are lost or damaged by any Contingency insured under Part Two - Contents.

The maximum We will pay is £2,500 in respect of any one claim.

We will not pay You in respect of the Excess.

## Condition

The following Condition applies to Part Two of this Section.

(Also refer to the Conditions to Parts One to Seven and the Policy Conditions at the back of this policy booklet.)

### Basis of Claim Settlement

The Sum Insured specified in The Schedule must be adequate to cover the full cost of replacing Contents 'as new' (apart from clothing and household linen where We may make a deduction for wear and tear and loss in value).

If, at the time of a loss, the Sum Insured is not adequate to cover the full cost of replacement as stated above, We will reduce any payment to reflect wear and tear.

We may choose to settle Your claim by repair, replacement, reinstatement or by payment in cash. If We are able to replace Your property, payment will be limited to the cost of replacement by Our preferred supplier.

A deduction for wear and tear will apply in respect of

- (1) clothing and household linen
- (2) property that does not belong to You, unless You are legally responsible for the cost of replacement as new under the terms of an agreement.

The maximum We will pay in respect of loss or damage arising out of one incident is the Contents Sum Insured specified in The Schedule.

In respect of Valuables

- (a) We will not consider any one item to be worth more than the Valuables Single Article Limit specified in The Schedule, unless it is shown as a separate item
- (b) the total value of all Valuables must not be more than one-third of the Total Sum Insured by this Section, unless stated in The Schedule.

We will not reduce the Sum(s) Insured by the amount paid under any claim.

## Part Three - Personal Belongings

Part Three - Personal Belongings is operative only if stated in The Schedule.

We will indemnify You in respect of loss of or damage to Your property specified in The Schedule anywhere in the world.

### Cover A - Clothing and Personal Belongings

**Personal belongings including clothing, jewellery, watches, furs, binoculars, musical, photographic and sports equipment.**

You do not have to tell Us about changes to property insured under this heading unless the Sum Insured is no longer adequate or any individual item is worth more than the Single Article Limit specified in The Schedule.

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

We will not indemnify You in respect of

- (1) loss of Personal Money, credit, debit, cheque guarantee and cash cards
- (2) loss of or damage to camping equipment and riding tack
- (3) loss of or damage to contact and corneal cap or micro lenses
- (4) loss of securities, stocks, shares and documents of any kind
- (5) loss of or damage to furniture, furnishings, household goods and equipment, food and drink
- (6) loss of or damage to business goods and equipment
- (7) loss of or damage to Motorised Vehicles, aircraft, boats, boards and craft that are designed to be used on or in water, caravans, trailers, pedal cycles, and the parts, spares and accessories of any of these
- (8) any living creature

unless otherwise specified in The Schedule.



### Cover B - Pedal Cycles

#### Pedal cycles

The maximum We will pay is £500 in respect of any one pedal cycle (unless otherwise specified in The Schedule).

We will not indemnify You in respect of loss or damage

- (1) while the pedal cycle is being used for track racing or business purposes
- (2) by theft while the pedal cycle is away from the Home, unless it is in a Building or securely locked to an object that cannot be moved.

### Cover C - Money and Credit and Debit Cards

**Money, credit, debit, cheque guarantee and cash cards, all held for social, domestic or charitable purposes, provided You comply with the card issuing company's terms and conditions.**

Credit, debit, cheque guarantee and cash cards are insured only against any loss as a result of misuse by any unauthorised person following the loss or theft of any card (together with all costs and expenses We have agreed to pay), arising before the card-issuing company has been advised of the loss.

The maximum We will pay in respect of any one claim is

- (1) £750 for Money
- (2) £1,000 involving the use of credit, debit, cheque guarantee or cash cards

unless otherwise specified in The Schedule.

We will not indemnify You in respect of

- (1) shortages due to error or omission
- (2) losses not reported to the police
- (3) loss of credit, debit, cheque guarantee and cash cards not reported to the card issuing company within 24 hours of discovering the loss.

### Exceptions

The following Exceptions apply to Part Three of this Section.

(Also refer to the Exceptions to Parts One to Seven and the Policy Exceptions at the back of this policy booklet.)

We will not indemnify You in respect of

- (1) theft from an unattended vehicle unless from a locked and concealed boot, concealed luggage compartment or closed glove compartment of a securely locked vehicle which has been broken into using force and violence. The maximum We will pay in respect of one such incident is £1,000.
- (2) loss or damage caused by gradual depreciation, wear and tear, the process of cleaning, washing, repairing or restoring any item, light, weather conditions, moth or vermin
- (3) damage to sports racquets, sticks, bats, clubs, skis (including sticks and bindings), snowboards, water skis and subaqua equipment while in use or play
- (4) loss in value
- (5) confiscation or detention by Customs or other officials
- (6) electrical or mechanical breakdown
- (7) indirect loss
- (8) business or professional use of musical instruments, photographic and sporting equipment and accessories
- (9) loss or damage which can be claimed under another insurance policy
- (10) theft, attempted theft or malicious damage caused by You, paying guests or tenants
- (11) theft by deception, unless deception is used only to enter the Home
- (12) the Excess.

### Condition

The following Condition applies to Part Three of this Section.

(Also refer to the Conditions to Parts One to Seven and the Policy Conditions at the back of this policy booklet.)

#### Basis of Claim Settlement

The Sum Insured specified in The Schedule must be adequate to cover the full cost of replacing Your Personal Belongings ‘as new’ (apart from clothing and household linen, where We may make a deduction for wear and tear and loss in value).

If, at the time of a loss, the Sum Insured is not adequate to cover the full cost of replacement as stated above, We will reduce any payment to reflect wear and tear.

We may choose to settle Your claim by repair, replacement, reinstatement or by payment in cash. If We are able to replace Your property, payment will be limited to the cost of replacement by Our preferred supplier.

A deduction for wear and tear will apply in respect of clothing and household linen.

The maximum We will pay in respect of loss or damage arising out of one incident is the amount specified against each Item stated in The Schedule.

We will not reduce the Sum(s) Insured by the amount paid under any claim, unless the claim relates to the total loss of any Item(s) stated in The Schedule.

We will not indemnify You in respect of the cost of replacing any undamaged items which form part of

- a set (other than a pair)
- a suite
- any other item of a uniform nature, design or colour.

when damage happens to a specific part or within a clearly identifiable area and replacements cannot be matched.

### Part Four - Caravan

Part Four - Caravan is operative only if stated in The Schedule.

#### Definition

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following Definition applies to Part Four of this Section and shall keep the same meaning wherever it appears in the Section, unless an alternative Definition is stated to apply.

#### Territorial Limits

Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands, the Isle of Man, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

### Cover A - The Caravan

We will indemnify You in respect of loss of or damage to

- (1) the caravan specified in The Schedule and its fixtures, fittings, furnishings and utensils while in the caravan
- (2) caravanning and camping equipment.

We may settle Your claim by repair, replacement, reinstatement or by payment in cash.

We will also pay the reasonable cost of

- (a) protecting the caravan and removing it to the nearest repairer if it cannot be moved because of the loss or damage
- (b) delivering it to Your address as stated in The Schedule after the damage has been repaired.

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

In the event of a total loss where the caravan is less than 24 months old and owned by You, We will replace it with a new caravan of the same make and specification, subject to availability.

We will not indemnify You in respect of

- (1) theft or attempted theft of the caravan when unattended and not attached to the towing vehicle, unless secured by a wheelclamp or hitchlock
- (2) theft of fixtures, fittings, furnishings and utensils from the caravan while unattended, unless the caravan is securely locked and is broken into using force and violence
- (3) loss of use
- (4) damage to tyres by the application of brakes, or by punctures, cuts or bursts
- (5) loss of or damage to motorhomes, personal belongings or luggage
- (6) business or professional use or letting out on hire
- (7) electrical or mechanical breakdown
- (8) confiscation or detention by Customs or other officials
- (9) loss or damage caused by gradual deterioration, wear and tear, the process of cleaning, repairing or restoring any item, light, atmospheric conditions, frost, moth or vermin
- (10) loss in value
- (11) the Excess.

### Cover B - Public Liability

We will indemnify You in respect of Your legal liability to pay damages and claimants' costs and expenses for

- (1) accidental bodily injury or illness
- (2) accidental loss of or damage to property

happening during the Period of Insurance within the Territorial Limits.

We will also indemnify any person who is in charge of the caravan with Your permission, provided that such person

- (a) is not entitled to indemnity under another insurance policy
- (b) complies with the terms, Exceptions and Conditions of this policy in so far as they can apply.

We will also pay Your costs and expenses which We have already agreed to in writing.

The maximum We will pay is £2,000,000 in respect of any one incident, including costs and expenses.

We will not indemnify You in respect of liability arising in connection with

- (1) the ownership, possession or use of any Motorised Vehicle
- (2) any agreement, unless You would have been liable in the absence of such agreement
- (3) bodily injury or illness to any person You employ where the injury or illness happens as a result of or in the course of their employment by You
- (4) loss of or damage to property which belongs to You or is in Your custody or control.

## Part Five - Domestic Animals

Part Five - Domestic Animals is operative only if stated in The Schedule.

### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following Definitions apply to Part Five of this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative Definition is stated to apply.

### Breeding

Mounted or being mounted, being pregnant or giving birth.

### Class of Use

Class A Hacking, gymkhanas, showing, driving club events, stallions, brood mares, young horses, long distance driving, heavy horses (breeding/showing).

Class B As Class A, plus showjumping under BSJA rules, polo, hunting, hunter trials, combined training, one and three day events, trotting.

### Incident

A specific and identifiable accident, illness, disease or condition.

### Market Value

The cost of replacing an animal based on its condition immediately before an Incident.

### Period of Insurance

The period of time covered by this insurance including 30 days after the expiry of the insurance.

In the case of any horse insured, this 30 day period may be extended at Our discretion for a further 30 day period where on a Vet's advice this is necessary to determine the future health of the animal, provided that You have complied with the Conditions to Part Five - Domestic Animals.

### Vet

A qualified veterinary surgeon.

## Cover A - Death of the Animal

In the event of death

- (1) during the Period of Insurance
- or
- (2) within 12 months of the date of the Incident which arises during the Period of Insurance

We will pay

- (a) for horses specified in The Schedule
  - (i) the Market Value
  - or
  - (ii) the Sum Insured specified in The Schedulewhichever is the lower
- (b) for any other animal specified in The Schedule
  - (i) the cost of replacement by another animal of the same breed, sex and pedigree
  - or
  - (ii) the Sum Insured specified in The Schedulewhichever is the lower.

We will not indemnify You in respect of

- (1) slaughter without Our consent unless a Vet certifies that suffering is incurable and so excessive that immediate slaughter is necessary for humane reasons
- (2) slaughter under the order of any government or public or local authority or any other person or body having jurisdiction
- (3) slaughter due to incapacity of the animal to participate in the activities for which it is primarily kept
- (4) death as a result of any surgical operation or general anaesthetic unless this was due to an Incident and certified by a Vet as being necessary in an attempt to preserve the life of the animal

- (5) any congenital, hereditary or pre-existing condition
- (6) any illness contracted within 14 days of the commencement of cover
- (7) any animal used primarily for working or breeding.

### Cover B - Vet Fees

We will pay Your Vet fees for attendance, diagnosis and treatment following an Incident during the Period of Insurance for a maximum period of 12 months from the date of the Incident.

The maximum We will pay in respect of any one Incident arising during any one Period of Insurance is

- (1) £1,000 for each horse specified in The Schedule
- (2) £1,000 for any other animal specified in The Schedule.

We will not indemnify You in respect of Vet fees incurred in connection with

- (1) elective treatment such as castration or spaying
- (2) routine preventative treatment such as inoculations or vaccinations
- (3) Incidents that commenced or first showed symptoms prior to the Period of Insurance
- (4) any congenital, hereditary or pre-existing condition
- (5) any surgical operation or general anaesthetic unless this is due to an Incident and certified by a Vet as being necessary to preserve the life of the animal
- (6) referrals carried out as a second opinion, or referrals to a specialist veterinary centre, unless a full report has been submitted and permission has been obtained from Us
- (7) Breeding risks unless complications arise and fees are incurred in order to preserve the life of the animal

- (8) transport costs
- (9) keep costs unless at a Vet's premises where necessary for the wellbeing of the animal
- (10) cost of destruction or disposal of the carcass
- (11) the Excess.

### Conditions

The following Conditions apply to Part Five of this Section.

(Also refer to the Conditions to Parts One to Seven and the Policy Conditions at the back of this policy booklet.)

#### Basis of Claim Settlement

If any animal specified in The Schedule suffers an Incident, You must

- (1) immediately provide for a Vet to attend
- (2) as soon as possible provide Us with a report by the attending Vet on the condition of the animal
- (3) at Your expense, allow Us to have the animal examined by a Vet at Our discretion
- (4) in the event of death, immediately arrange for a post-mortem examination to be carried out by a Vet to determine the cause of death
- (5) dispose of the carcass to best advantage when the animal is slaughtered. Any monies obtained will belong to Us unless We agree otherwise prior to disposal.

#### Notification

You must notify Us immediately of any change in the Class of Use as stated in The Schedule for which the horse is kept.

#### Reasonable Precautions

You must take all reasonable precautions to keep the animal fit and healthy and to prevent any injury, illness, loss, damage or accident.

## Part Six - Sports

Part Six - Sports is operative only if stated in The Schedule.

### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following Definitions apply to Part Six of this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative Definition is stated to apply.

#### Accidental Injury

Accidental injury (including exposure to the elements), but not including any sickness, disease, gradual cause, naturally occurring condition or medical disorder.

#### Child/Children

Your unmarried, dependent children (including stepchildren and legally adopted children) who are all permanently living with You and are between six months and 20 years of age.

## Cover A - Accidental Death Benefit and Disappearance

### Accidental Death Benefit

We will pay £15,000 (or £2,500 for Children) if, during the Period of Insurance, You suffer Accidental Injury while taking part in a sporting activity which is the only cause of and results in death within 12 months of the date of the injury.

### Disappearance

If, after We have examined all the available evidence, We are satisfied that Your disappearance is the result of an accident and that You can be presumed dead, We will pay the Accidental Death Benefit.

If at any time after We have paid the Accidental Death Benefit You are found alive, or found to have been alive, or subsequently found not to have died as a result of an Accidental Injury, the payment must be refunded to Us.

## Clause

The following Clause applies to Part Six - Cover A.

### Payment of Benefit

We will pay the Accidental Death Benefit to Your personal representatives. When they receive the Accidental Death Benefit, Our liability will end.

We will not pay interest on any claim if there is a time delay between Your death and the payment of the Accidental Death Benefit.

We will not indemnify You in respect of Accidental Injury caused by or resulting from suicide or attempted suicide.

## Cover B - Sports Club Membership - Loss of Use

If, during the Period of Insurance, You (or Your Child) suffers Accidental Injury resulting in total disablement which entirely prevents You from playing or taking part in sport or activity, at or for a club You are a fully paid-up member of, We will make a proportionate payment of the yearly club membership fees and subscriptions for each week, up to a maximum of 52 weeks.

Payment will be made at the end of any one period of disablement, when the total amount has been agreed.

The maximum We will pay is £500 in respect of any one claim.

We will not indemnify You in respect of

- (1) Accidental Injury caused by or resulting from any physical defect, infirmity, medical condition or chronic (long lasting) or recurring sickness which existed at or before the start date of this insurance, unless You told Us about it and We have accepted it
- (2) the first four weeks of the period of each disablement.

### Condition to Cover A and B

The following Condition applies to Part Six - Cover A and Cover B.

(Also refer to the Conditions to Parts One to Seven and the Policy Conditions at the back of this policy booklet.)

#### Proof of Claim

You must supply, at Your expense, medical evidence, proof of membership and invoices for subscriptions or fees You pay, and any other information We require.

### Exceptions to Cover A and Cover B

The following Exceptions apply to Cover A and Cover B.

(Also refer to the Exceptions to Parts One to Seven and the Policy Exceptions at the back of this policy booklet.)

We will not indemnify You in respect of Accidental Injury caused by or resulting from

- (1) practising for or taking part in any professional sport or activity
- (2) after the end of the Period of Insurance during which You reach 75 years of age
- (3) serving on active duty in the armed forces
- (4) flying as a pilot or crew member of any aircraft
- (5) alcohol or drugs taken by You (apart from drugs taken under medical supervision, but not for treating drug addiction)
- (6) racing of any kind (except footraces)
- (7) mountaineering or rock climbing requiring use of ropes or guides
- (8) the first four weeks of the period of each disablement
- (9) any physical defect, infirmity, medical condition or chronic (long lasting) or recurring sickness which existed at or before the start date of this insurance, unless You told Us about it and We have accepted it.

### Cover C - Theft of Sports Equipment from Unattended Motorised Vehicles

We will indemnify You in respect of theft of sports racquets, sticks, bats, clubs, skis (including sticks and bindings), snowboards, water skis and subaqua equipment from a securely locked Motorised Vehicle which has been broken into by forcible and violent means.

The maximum We will pay in respect of any one incident is

- (1) £2,500 from a locked and concealed boot, concealed luggage compartment or closed glove compartment
- (2) £1,000 from elsewhere inside the Motorised Vehicle

not exceeding £2,500 in total.

We will not indemnify You in respect of the Excess.

### Cover D - Accidental Damage to Sports Equipment

We will indemnify You in respect of Accidental Damage to sports racquets, sticks, bats, clubs, skis (including sticks and bindings), snowboards, water skis and subaqua equipment while in use or play.

The maximum We will pay in respect of

- (1) any one incident is £500
- (2) all claims during any one Period of Insurance is £1,500.

We will not indemnify You in respect of the Excess.

## Part Seven - Family Legal Protection

Part Seven - Family Legal Protection is operative only if stated in The Schedule.

### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following Definitions apply to Part Seven of this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative Definition is stated to apply.

#### Appointed Representative

The lawyer or other suitably qualified person appointed by Us to act on Your behalf.

#### Costs and Expenses

- (1) All reasonable and necessary legal costs charged by the Appointed Representative and agreed by Us.
- (2) Legal costs which You have been ordered to pay by a court or other body which We have agreed to or authorised.

#### Event

The first incident which, in Our reasonable opinion, could lead to a claim being made. In disputes about loss of employment, Event means the date the law says Your contract of employment comes to an end.

#### Home

Your permanent private residence as stated in The Schedule, within the Territorial Limits.

#### Legal Proceedings

- (1) For the pursuit or defence of a claim for damages
  - (2) specific performance
  - (3) injunction
- dealt with by
- (a) negotiation
  - (b) a civil court

- (c) a tribunal
- (d) arbitration
- (e) any other body

which We have agreed to or authorised.

#### Medical Treatment

The consultation and/or treatment of an illness or bodily injury conducted by a registered medical or dental practitioner who is or has been responsible for Your clinical care.

#### Prospects of Success

In respect of all claims it is always more likely than not that You will

- (1) recover damages or obtain any other legal remedy which We have agreed to
- (2) make a successful defence
- (3) make a successful appeal or defence of an appeal.

Prospects of Success will be assessed by Us or an Appointed Representative on Our behalf.

#### Territorial Limits

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

#### You/Your

- (1) The
  - (a) person
  - (b) director of any company
  - (c) partner of any business partnershipnamed in The Schedule as The Policyholder, who lives in the Home.
- (2) (a) The domestic partner(s)
  - (b) members of the family (or families) including their foster childrenwho are permanently living with any person named in (1) above.



## Cover

We will insure You for Costs and Expenses incurred in respect of Legal Proceedings following an Insured Incident stated as applying in The Schedule, provided that

- (1) the Insured Incident occurs within the Territorial Limits during the Period of Insurance
- (2) any Legal Proceedings will be conducted within the Territorial Limits
- (3) Prospects of Success exist for the duration of the claim
- (4) in respect of any appeal or defence of an appeal, it has been reported to Us at least 10 working days prior to the deadline for any appeal
- (5) You report an Insured Incident to Us as soon as possible and in any event no later than 180 days after the date You knew or should have known about the Insured Incident.

The maximum amount We will pay is £50,000 in respect of any or all claims arising from one cause.

## Insured Incidents

### 1 Personal Injury

- (a) An Event which causes death or bodily injury to You.
- (b) Physical damage to Your personal belongings due to an Event which caused death or bodily injury to You.
- (c) Medical treatment which causes death or bodily injury to You.

We will not cover any claim relating to

- (i) a motor vehicle whilst You are driving
- (ii) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident.

### 2 Consumer Disputes

- (a) A dispute regarding an agreement for the sale, purchase or hire of any goods or services by You in a personal capacity.

We will not cover any claim

- (i) where the amount in dispute is less than £125
- (ii) where the agreement was made prior to the inception of Part Seven - Family Legal Protection, unless You have held this or equivalent cover with Us or another insurer continuously since the agreement was made
- (iii) in relation to extending, altering or renovating buildings or parts of them
- (iv) relating to a dispute regarding the cover, claims process or settlement under an insurance policy other than as catered for under Part Seven - Family Legal Protection, Condition (6) Disputes and Condition (7) Arbitration.

- (b) A breach of Your legal rights under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

### 3 Property Disputes

- (a) A dispute relating to
  - (i) the interference of Your use, enjoyment or right over Your Home
  - (ii) physical damage to Your Home.

We will not cover any claim

- (i) in relation to extending, altering or renovating buildings or parts of them
- (ii) relating to subsidence, heave, landslip, mining or quarrying
- (iii) relating to planning law, including town and country planning legislation
- (iv) for the defence of a claim relating to damage to Your Home, other than defending a counter-claim.

- (b) A dispute regarding an agreement for the sale or purchase of Your main private residence.

We will not cover any claim

- (i) where the agreement was made prior to the inception of Part Seven - Family Legal Protection, unless You have held this or equivalent cover with Us or another insurer continuously since the agreement was made
- (ii) in relation to extending, altering or renovating buildings or parts of them.

- (c) A dispute with Your landlord regarding a tenancy agreement that You have entered into to rent Your Home.

We will not cover any claim

- (i) relating to rent, service charges or renewal of the tenancy agreement
- (ii) for the defence of a claim other than defending a counter-claim.

#### 4 Employment Disputes

A dispute with Your employer regarding Your contract of employment or a breach of Your legal rights under employment laws.

We will not cover any claim relating solely to personal injury.

### Exceptions to Part Seven

The following Exceptions apply to Part Seven of this Section.

(Also refer to the Exceptions to Parts One to Seven and the Policy Exceptions at the back of this policy booklet.)

We will not cover any claim

- (1) if You do not comply with the terms, Exceptions and Conditions of this policy
- (2) if You can claim under another insurance policy
- (3) for Costs and Expenses incurred prior to Our written acceptance of a claim
- (4) for legal action You take which We have not agreed to or where You do anything to hinder Us or the Appointed Representative
- (5) for fines, penalties, compensation or damages which You are ordered to pay by a court or other authority
- (6) deliberately or intentionally caused by You
- (7) relating to divorce, matrimonial cohabitation, maintenance or custody matters
- (8) in respect of libel and slander
- (9) for a dispute with Us other than as catered for under Part Seven - Family Legal Protection, Condition (6) Disputes and Condition (7) Arbitration
- (10) relating to work by or under the order of government, public or local authority
- (11) for an application for judicial review

- (12) relating to any non-contracting party's rights to enforce all or any part of Part Seven of this Section.

The Contracts (Rights of Third Parties) Act 1999 does not apply to Part Seven of this Section.

### Conditions to Part Seven

The following Conditions apply to Part Seven of this Section.

(Also refer to the Policy Conditions at the back of this policy booklet.)

#### (1) Claims - Your Duty

You must report an Insured Incident to Us as soon as possible and in any event no later than 180 days after the date that You knew or should have known about the Insured Incident.

#### (2) Claims - Legal Representation

- (a) On acceptance of a claim, if appropriate, We will appoint an Appointed Representative.
- (b) If it is necessary to commence court proceedings or there is a conflict of interest, You are free to nominate an Appointed Representative by sending to Us the name and address of the suitably qualified person.
- (c) If We do not agree to Your choice of Appointed Representative, You may choose another suitably qualified person.
- (d) If there is still a disagreement with regard to the Appointed Representative, We will ask the president of a relevant national law society to choose a suitably qualified person to represent You. We and You must accept such choice.
- (e) In all other circumstances We will be free to choose an Appointed Representative.
- (f) An Appointed Representative will be appointed by Us and represent You according to Our standard terms of appointment.

#### (3) Claims - Our Rights and Your Obligations

- (a) We will have direct access to the Appointed Representative who will, upon request, provide Us with any information or opinion on Your claim.
- (b) You must co-operate fully with Us and the Appointed Representative and keep Us up-to-date with the progress of the claim.

- (c) You must give the Appointed Representative any instructions that We require.
- (d) You must notify Us immediately if anyone offers to settle a claim or makes a payment into court.
- (e) If You do not follow the recommendation of the Appointed Representative to accept a reasonable offer or payment into court to settle a claim, We may refuse to pay further Costs and Expenses.
- (f) You must not make an agreement to settle on the basis of both parties paying their own costs without Our prior approval.

#### **(4) Discontinuance of a Claim**

If You

- (a) settle or withdraw a claim without Our prior agreement  
or
- (b) do not give suitable instructions to the Appointed Representative  
or
- (c) dismiss an Appointed Representative without Our prior consent

the cover We provide will end immediately and We will be entitled to reclaim any Costs and Expenses We have incurred from You.

#### **(5) Recoveries**

You must take every available step to recover Costs and Expenses that We have to pay and pay Us any Costs and Expenses that are recovered.

#### **(6) Disputes**

If any difference arises between You and Us in respect of the acceptance, refusal, control or handling of any claim under Part Seven - Family Legal Protection, You can take the steps outlined in the complaints procedure stated under Our Service to You.

#### **(7) Arbitration**

You have the right to refer any difference that arises between You and Us in respect of the acceptance, refusal, control or handling of any claim under Part Seven - Family Legal Protection, to arbitration, which will be decided by counsel jointly chosen by You and Us.

If there is a disagreement with regard to the choice of counsel, We will ask the president of a relevant national law society to choose a suitably qualified person.

The arbiter's decision shall be final and binding on both parties.

All costs for resolving the difference will be met by the party whom the decision is made against.

## **General Information**

### **Personal Legal Advice**

We will give You confidential advice over the telephone on any personal legal matter under the laws of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

We will tell You what Your legal rights are, what course of action is available to You and whether these can be best implemented by You or whether You need to consult with a lawyer.

There are no consultation fees and lines are open 24 hours a day, 365 days a year.

For confidential legal advice call Us on 0845 300 1899\*

### **Making a Claim**

As soon as You are aware of an incident, You must get legal advice from the helpline on **0845 300 1899\*** without delay. Please have your policy number to hand.

If You think that You might need to claim, contact the helpline on **0845 300 1899\*** and request a claim form. We can only proceed with Your claim once We have received details of the incident in writing. A claim form is available for download at [www.aviva.co.uk/legalprotection](http://www.aviva.co.uk/legalprotection)

Our claims handling is undertaken by DAS Legal Expenses Insurance Company Limited or such other company as We notify You of from time to time.

\* For our joint protection telephone calls may be recorded and/or monitored

### Exceptions to Parts One to Seven

The following Exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet.)

We will not indemnify You in respect of

(1) Pollution or Contamination

Loss, damage or liability arising from pollution or contamination unless caused by

(a) a sudden and unexpected accident which can be identified

or

(b) oil leaking from a domestic oil installation at the Home

(2) Terrorism

any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.

Terrorism is defined as any act or acts including, but not limited to:

(a) the use or threat of force and/or violence and/or

(b) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

This Terrorism Exception applies only in respect of Part One - Buildings, Part Two - Contents and Part Three - Personal Belongings.

(3) Civil commotion in Northern Ireland

(4) Other Actions

any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event

any action taken in controlling, preventing, suppressing or in any way relating to (2) Terrorism or (3) Civil commotion in Northern Ireland above.

### Condition to Parts One to Seven

The following Condition applies to all Parts of this Section.

(Also refer to the Policy Conditions at the back of this policy booklet.)

#### Cancellation

(a) You have the right to cancel the Home Section during a period of 14 days from the day of purchase or renewal of the contract or the day on which You receive Your policy documentation, whichever is the later.

If you wish to do so and the insurance cover has not yet commenced, You will be entitled to a full refund of the premium paid.

Alternatively, if the insurance cover has already commenced, You will be entitled to a refund of the premium paid, subject to a deduction for the time for which You have been covered. This will be calculated on a pro-rata basis for the period for which You received cover.

(b) Following the expiry of Your cooling-off period, You continue to have the right to cancel this Section at any time during its term. If You do so, We will refund a proportionate part of the premium paid for the unexpired period, and provided that there have been no

(i) claim(s) made under the policy for which We have made a payment

(ii) claim(s) made under the policy which are still under consideration

(iii) incident(s) which You are aware of and are likely to give rise to a claim which has yet to be reported to Us

during the current Period of Insurance.

- (c) We may cancel this Section by providing 30 days notice to Your last known address. You will be entitled to a refund of the premium paid, subject to a deduction for the time for which You have been covered.
- (d) We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.

## Motor Section

### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative Definition is stated to apply.

#### **Bodily Injury**

Bodily injury including death, illness, disease or nervous shock.

#### **Compensation**

Damages, including interest.

#### **Costs and Expenses**

- (1) Fees and disbursements for The Insured's
  - (a) legal representation
    - (i) at any Coroner's Inquest
    - (ii) at any or Fatal Accident Inquiry
    - (iii) in any proceedings brought under Road Traffic Acts or equivalent European Union legislation
  - (b) defence at any proceedings
    - (i) in a Court of Summary Jurisdiction
    - (ii) for manslaughter, dangerous driving or careless driving when under the influence of drink or drugs causing death

We will not pay for

- a plea of mitigation (unless the offence The Insured is charged with carries a custodial sentence)
- appeals.

- (2) Costs and expenses incurred with Our written consent
- (3) any claimant's legal costs for which The Insured is legally liable

in connection with any event which is or may be the subject of indemnity under this Section.

#### **Damage**

Accidental loss, destruction or damage.

#### **Excess**

The amount(s) specified in this Section and The Schedule which We will deduct from each and every claim under Part One of this Section.

#### **Green Card**

A document required by certain countries which are

- (1) not members of the European Union  
and
- (2) members of, and comply with, the Green Card System

to provide proof of the minimum compulsory insurance cover required by law to drive in that country.

#### **Hazardous Location**

- Power stations.
- Nuclear installations or establishments.
- Refineries, bulk storage or production premises in the oil, gas or chemical industries.
- Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries.
- Ministry of Defence premises.
- Military bases.
- Rail Trackside.
- Any other rail property to which the public do not have access.

#### **High Category Hazardous Goods**

Any substance within the following United Nations Hazard Classes:

- 1: Explosives
- 5.2: Organic peroxides
- 6.1: Toxic substances
- 6.2: Infectious substances
- 7: Radioactive materials.

## Asset Protection and Motor Liabilities – Motor

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### Pollution or Contamination

- (1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere  
  
and
- (2) all loss, damage and injury directly or indirectly caused by such pollution or contamination.

### Terrorism

- (1) Any act or acts including but not limited to
  - (a) the use or threat of force and/or violence  
  
and/or
  - (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.

### The Insured

- (1) You.
- (2) Your personal representatives in respect of legal liability You incur.
- (3)
  - (a) Any person who is permitted by the Certificate of Motor Insurance to drive and use the Insured Vehicle, whilst driving or using the Insured Vehicle
  - (b) at Your request
    - (i) any passenger travelling in, or getting into or out of the Insured Vehicle
    - (ii) the owner of the Insured Vehicle
    - (iii) any principal for whom You are carrying out a contract, to the extent required by the contract conditions

or the personal representatives of any of these persons, in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of persons claiming to be indemnified.

### The Limit of Indemnity

- (1) The maximum amount specified in The Schedule  
  
or
- (2) any greater sum as may be required by any road traffic legislation

which We will pay under Part Two of this Section in respect of any one claim or all claims of a series consequent on or attributable to one original cause.

### The Territorial Limits

England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands, the Isle of Man, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovak Republic, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein), including transit between these countries.

### The Vehicle

- (1) The motor vehicle(s) described in The Schedule including accessories and spare parts whilst on the vehicle  
  
and
- (2) any other motor vehicle in respect of which
  - (a) details have been supplied to and accepted by Us  
  
or
  - (b) Our usual form of cover note has been issued and remains effective.

Definitions of specific vehicle types

### **Agricultural Motor Vehicle**

A motor vehicle which is constructed or adapted primarily for use off roads for the purposes of agriculture, horticulture or forestry use and which is primarily used for such purposes.

### **Bus or Coach**

A passenger-carrying motor vehicle constructed or adapted to carry nine or more seated passengers in addition to the driver.

### **Goods Carrying Vehicle**

A motor vehicle manufactured or adapted for the carriage of goods.

### **Private Car**

A passenger-carrying motor vehicle with not more than nine seats including the driver's seat, which is not used for hire or reward.

### **Plant Type Vehicle**

A motor vehicle or item of self-propelled equipment constructed or adapted for use in any construction, demolition or engineering operation and not used primarily to carry material other than

- (1) excavated material loaded on to the motor vehicle by an item of equipment attached thereto
- (2) material which the motor vehicle is specifically constructed or adapted to handle or treat whilst being carried.

### **Trailer**

A non-self propelled vehicle with two or more wheels which is designed and constructed to be towed by a motor vehicle and which is not

- (1) used for the carriage of passengers
- (2) used for any broadcasting, hospitality or medical purpose.

## **Part One - Damage**

### **Cover**

We will indemnify You in respect of Damage to The Vehicle occurring during the Period of Insurance within The Territorial Limits, including the reasonable cost of its

- (1) protection and removal to the nearest repairer
- (2) delivery to You after repair.

The maximum We will pay in respect of any claim for Damage will be the market value immediately prior to such Damage, not exceeding Your Estimated Value specified in The Schedule.

If to Our knowledge The Vehicle is subject to a hire purchase, leasing or contract hire agreement, any payment will be made to the owner described in the agreement, whose receipt will be a full and final discharge to Us.

You may commence reasonable repairs to The Vehicle without prior notice provided We are immediately supplied with a detailed estimate. We reserve the right to seek alternative estimates.

### **Clauses**

The following Clauses apply to Part One of this Section.

(Also refer to the Clauses to Parts One and Two, and the Additional Clauses where applicable.)

#### **Damage to Windscreen and Windows**

Where the only Damage that any Agricultural Motor Vehicle, Private Car or Goods Carrying Vehicle sustains is breakage of glass in the windscreen or in the windows, and any incidental scratching of bodywork, the Excess will

- (1) be £75 where the claim relates to the replacement of the glass
- (2) not apply where the claim relates to the repair of the glass.

Any payment made by Us under this Clause will not be regarded as a claim for the purposes of the No Claim Bonus Clause.



## Asset Protection and Motor Liabilities – Motor

### Locks and Keys

We will indemnify You in respect of the cost of replacing the

- (1) affected locks
- (2) keys or key cards, the remote control transmitter and central locking interface
- (3) affected parts of the engine control unit, alarm and/or immobiliser

in the event of theft of the keys, key cards or remote control transmitter of The Vehicle or such keys, key cards or transmitters being lost.

The maximum We will pay is £1,000 in respect of any one claim under this Clause.

We will not indemnify You

- (1) unless there is reasonable belief that
  - (a) such keys, key cards or transmitters are in the possession of a person other than You and
  - (b) that person will know the identity or the garaging address of The Vehicle
- (2) in respect of the Excess specified in The Schedule.

### Medical Expenses

Where the cover provided on The Vehicle is Comprehensive, We will pay the cost of medical expenses incurred by its driver or occupants if injured in any accident involving The Vehicle.

The maximum We will pay is £500 in respect of each injured person.

### New Vehicle Replacement

Where The Vehicle is

- (1) owned by You or purchased by You under a hire purchase agreement and registered by You as new  
or
- (2) leased or hired to You under any type of leasing or contract hire agreement

and is a Private Car or Goods Carrying Vehicle not exceeding 3.5 tonnes Gross Vehicle Weight

We will replace such vehicle with a new vehicle of the same make and specification, subject to availability, if within 12 months of first registration it sustains Damage in any single accident covered by the policy to an extent greater than 50% of its United Kingdom list price (including vehicle taxes).

Replacement is subject to the agreement of any interested hire purchase, leasing or contract hire company if applicable.

### Rugs, Clothing and Personal Effects

We will pay the cost of replacing rugs, clothing and personal effects belonging to You, the driver or any occupant of The Vehicle providing the cause of Damage is covered by this Section and is applicable to The Vehicle.

We will not be liable in respect of Damage

- (1) from any open top vehicle or any vehicle incapable of being securely locked or open to the elements
- (2) to money, stamps, tickets, documents, securities, trade goods or samples
- (3) to property more specifically insured
- (4) exceeding £500 from each vehicle.

### Young and Novice Drivers - Excess

The following Excesses apply in addition to the Excess specified in The Schedule whilst The Vehicle is being driven by a person who is

- |   |      |
|---|------|
| (1) aged under 21 years                   | £250 |
| (2) aged over 21 but under 25 years       | £150 |
| (3) a Novice Driver aged 25 years or over | £150 |

For the purposes of this Clause a Novice Driver is a driver who

- (a) holds a provisional licence  
or
- (b) has held a full licence for less than 12 months.

These Increased Excesses will not apply whilst The Vehicle is in the custody or Control of the motor trade.

## Additional Clause

The following Additional Clause applies to Part One of this Section only if stated in The Schedule.

### 1 Temporary Replacement Vehicle

If The Vehicle is stolen, lost or damaged and

- (a) has been reported as such to Us and a claim has been made in respect of The Vehicle  
and
- (b) is unavailable for use by You  
and
- (c) is insured under this Section on a Comprehensive basis

You will be entitled to obtain from any depot of the supplier a replacement vehicle as specified below and to retain it for the time limit shown below or until The Vehicle is recovered or repaired whichever is earlier.

During this time the replacement vehicle will be insured under this policy as if it were The Vehicle which it is replacing.

You will be liable for

- (i) the cost of fuel used
- (ii) collection and delivery charges where applicable
- (iii) any charges for the fitting of accessories
- (iv) the Excess which would have applied to The Vehicle which is temporarily replaced.

### Replacement Vehicle

- (1) This Section will only apply if the stolen, lost or damaged vehicle is
  - (a) a Private Car  
or
  - (b) a Goods Carrying Vehicle up to 7.5 tonnes gross vehicle weight
- (2) If the stolen, lost or damaged vehicle is
  - (a) a Private Car, the replacement vehicle will be a private type saloon or hatchback motor car not exceeding 1600cc engine size up to a time limit of 14 consecutive days

- (b) a Goods Carrying Vehicle up to 7.5 tonnes gross vehicle weight, the replacement vehicle will be a Goods Carrying Vehicle of equivalent gross vehicle weight up to a time limit of 7 consecutive days

The time limit will run from the date the replacement vehicle is supplied to You.

- (3) Replacement vehicles supplied under this Section will be of a standard type and will not include
  - (a) specialised vehicles such as pick-up trucks or refrigerated vans
  - (b) any trailer or semi-trailer.

### Availability of Replacement Vehicles

The service described above is subject to the availability of a suitable replacement vehicle from the supplier.

While every reasonable effort will be made to supply a replacement vehicle, neither We nor the supplier will be liable to pay any compensation nor to provide a vehicle from any other source should a suitable vehicle be unavailable.

### Return of the Replacement Vehicle

Where the replacement vehicle is a Goods Carrying Vehicle it will be supplied on the condition that it will be returned to the depot which supplied it unless alternative arrangements have been agreed with the supplier.

## Exceptions

The following Exceptions apply to Part One of this Section.

(Also refer to the Exceptions to Parts One and Two, and the Policy Exceptions at the back of this policy booklet.)

We will not indemnify You in respect of

- (1) loss of use
  - (2) depreciation, wear and tear
  - (3)
    - (a) mechanical
    - (b) electrical
    - (c) electronic
- failure or breakdown

- (4) Damage following theft or any attempted theft of or from any Goods Carrying Vehicle or Private Car when its doors or windows or any other point of access has been left unlocked and the keys of The Vehicle have been left inside
- (5) Computer and Electronic Equipment failure or malfunction
- (6) Damage to tyres caused by braking or by punctures, cuts or bursts
- (7) Damage resulting directly from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed
- (8) loss of value following repair
- (9) Damage arising during or in consequence of riot or civil commotion occurring
  - (a) in Northern Ireland
  - (b) outside The Territorial Limits
- (10) Damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority
- (11) the Excess.

### Conditions

The following Conditions apply to Part One of this Section.

(Also refer to the Condition to Parts One and Two, and the Policy Conditions at the back of this policy booklet.)

#### Safeguarding The Vehicle against Damage

If in relation to any claim You have failed to fulfil the following Conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (1) take all reasonable precautions to safeguard The Vehicle against Damage
- (2) maintain The Vehicle in an efficient and roadworthy condition.

We shall have free access to examine The Vehicle.

### Part Two - Liability

#### Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation
- and

- (2) Costs and Expenses

in respect of

- (a) Bodily Injury
- (b) loss of or damage to property

arising out of an accident caused by or in connection with The Vehicle, including its loading and unloading, during the Period of Insurance and within The Territorial Limits.

The maximum We will pay will not exceed The Limit of Indemnity, regardless of the number of persons claiming to be indemnified.

Unless otherwise stated in The Schedule, the amount payable under (b) in respect of loss of or damage to property is limited to the minimum amount required by current road traffic legislation while The Vehicle is

- (1) carrying any High Category Hazardous Goods
- (2) being used or driven at any Hazardous Location other than in any area designated for access or parking by the general public.

### Clauses

The following Clauses apply to Part Two of this Section.

(Also refer to the Clauses to Parts One and Two, and the Additional Clauses where applicable.)

#### Contractual Liability

We will indemnify The Insured in respect of legal liability for

- (1) Bodily Injury
- (2) loss of or damage to property

imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

#### Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

## Asset Protection and Motor Liabilities – Motor

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### Emergency Treatment Fees

We will pay emergency treatment fees where liability for such treatment arises under any road traffic legislation.

Any payment made by Us will not be regarded as a claim for the purposes of the No Claim Bonus Clause.

### Legal Costs and Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007 and Health and Safety Legislation

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against You

which arise from any health and safety inquiry or criminal proceedings for any breach of the

- (a) Corporate Manslaughter and Corporate Homicide Act 2007
- (b) Health and Safety at Work etc Act 1974
- (c) Health and Safety at Work (Northern Ireland) Order 1978.

The maximum We will pay is £100,000 in respect of legal fees, costs and expenses under the Health and Safety at Work etc Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Territorial Limits and in connection with The Business
- (2) unless the proceedings relate to an actual or alleged incident arising from the ownership, possession or use by or behalf of You of any vehicle in circumstances where compulsory insurance or security is necessary to meet the requirements of any road traffic legislation
- (3) in respect of proceedings which result from any deliberate act or omission by You
- (4) where indemnity is provided by another insurance policy.

### Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim in respect of which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is £500 per day
- (2) each Employee is £250 per day.

### Towing Disabled Vehicles

We will indemnify The Insured in respect of legal liability whilst The Vehicle is being used for the purpose of towing any one disabled mechanically-propelled vehicle.

Provided that

- (1) the disabled vehicle is not towed for reward
- (2) the disabled vehicle is being towed in accordance with the law.

We will not be liable in respect of Damage to the disabled vehicle or to property being conveyed by it.

## Exceptions

The following Exceptions apply to Part Two of this Section.

(Also refer to the Exceptions to Parts One and Two, and the Policy Exceptions at the back of this policy booklet.)

We will not provide indemnity in respect of

- (1) (a) Bodily Injury
- (b) loss of or damage to property
  - (i) if The Insured is entitled to indemnity under another insurance policy
  - (ii) caused or arising beyond the limits of any carriageway or thoroughfare in connection with
    - the bringing of the load to The Vehicle for loading it
    - the taking away of the load after unloading it

by any person other than the driver or attendant of The Vehicle

(iii) whilst The Vehicle is being used

- in that part of an aerodrome or airport provided for the take-off and landing of aircraft on the surface
- on aircraft parking aprons including associated service roads and ground equipment areas
- those parts of passenger terminals which come within the Customs examination area

except so far as is necessary to meet the requirements of any road traffic legislation

- (2) Bodily Injury to any Employee arising out of and in the course of employment by You, except so far as is necessary to meet the requirements of any road traffic legislation
- (3) loss of or damage to The Vehicle
- (4) loss of or damage to property belonging to or held in trust by or in the custody or control of The Insured
- (5) Bodily Injury, loss of or damage to property where The Vehicle is an Agricultural Motor Vehicle arising out of any incident directly or indirectly caused by, accelerated by, or attributed to the coming into contact with any person, property, land or crops of any substance or compound that is used in whole or in part as an insecticide, herbicide or other control of pests, disease or weeds, or as a desiccant, defoliant or growth regulator and which arises from the dissemination of such substance or compound in connection with The Vehicle elsewhere than on land occupied by You or crops owned by You on that land, except so far as is necessary to meet the requirements of any road traffic legislation
- (6) Pollution or 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, except so far as is necessary to meet the requirements of any road traffic legislation

All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.

(7) (a) liquidated damages

(b) penalty clauses

(c) fines

(8) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the extent that we are obliged by the Road Traffic Acts to provide insurance:

(a) Terrorism

(b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

In respect of 8 (a) and (b), where We are obliged by the Road Traffic Acts to provide insurance the maximum amount We will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by You or any other person, for which cover is provided under this Section, will be:

(i) £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause

or

(ii) such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Acts.

### Clauses to Parts One and Two

The following Clauses apply to Parts One and Two of this Section.

(Also refer to the Clauses to Part One and Part Two, and the Additional Clauses where applicable.)

#### Car-Sharing

The receipt of financial contributions in respect of the carriage of passengers on a journey in a Private Car as part of a car-sharing arrangement for social or other similar purposes will not be deemed to constitute the carriage of passengers for hire or reward, provided that

- (1) passengers are not being carried in the course of a business of carrying passengers
- (2) total contributions received for the journey concerned do not involve an element of profit.

#### Continental Use - Compulsory Insurance Requirements

Where an accident is caused by or in connection with the use of The Vehicle in any country

- (1) which is a member of the European Union  
or
- (2) for which the Commission of the European Communities is satisfied that arrangements have been made to meet the requirements of Article 7(2) of EC Directive 72/166/EC relating to civil liabilities arising out of the use of motor vehicles  
or
- (3) for which We have issued a Green Card

We will provide the minimum indemnity required to comply with the laws relating to compulsory insurance of motor vehicles in that country or in England, Wales and Scotland, whichever is the higher.

#### Foreign Use Extension

Where You have notified Us of intended use of The Vehicle in countries outside The Territorial Limits which are members of, and comply with, the green card system, this Section will be extended to include those countries and transit between them, provided We have agreed to do so and issued a Green Card which remains effective.

#### General Average and Other Charges

We will indemnify You in respect of liability incurred for the enforced payment of

- (1) customs duty on The Vehicle after its temporary importation into any country to which this Section applies
- (2) general average contributions, salvage and sue and labour charges arising during the transportation of The Vehicle by sea between ports in any country to which this Section applies

as a direct result of Damage which results in a payment under Part One of this Section.

#### No Claim Bonus

If You do not make a claim under this Section, Your renewal premium will be reduced in accordance with Our scale of No Claim Bonus which applies at the time.

The No Claim Bonus entitlement will apply separately and individually to each vehicle insured under this policy.

#### Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of motor vehicles in any territory to which this Section applies.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

#### Trailers and Agricultural Implements

The cover applicable to The Vehicle under Part One of this Section will apply to any Trailer, agricultural implement or machine (other than any mechanically-propelled vehicle)

- (1) not exceeding the value stated in The Schedule  
or
- (2) exceeding the value stated where otherwise specified in The Schedule

while

- (a) attached to The Vehicle for the purposes of being operated or drawn

(b) detached from The Vehicle and out of use.

We will indemnify You under Part Two of this Section in respect of any Trailer, agricultural implement or machine while attached to or detached from The Vehicle and out of use.

For the purposes of Exception (3) to Part Two of this Section, a vehicle and trailer or trailers attached to it shall together be deemed to constitute one vehicle.

### Unauthorised Driving and Use

We will indemnify You whilst The Vehicle is being driven or used other than in accordance with the terms of the Certificate of Motor Insurance without Your knowledge or consent.

### Unauthorised Movement of Obstructing Vehicles

Any obstructing vehicle driven or moved by You or on Your behalf will be deemed to be insured as if it was The Vehicle.

For the purpose of this Clause an obstructing vehicle will be regarded as a vehicle interfering with the loading or unloading or the legitimate passage of The Vehicle.

### Unlicensed Drivers

Any requirement of the Certificate of Motor Insurance that the person driving must hold or have held a licence to drive will be inoperative when a licence is not required by law, provided

- (1) the person driving is of an age to drive The Vehicle
- (2) The Vehicle is being driven within the limitations of any relevant health and safety legislation
- (3) the terms of the Certificate of Motor Insurance are otherwise observed.

### Vehicles in Custody of Motor Traders

We will indemnify You while The Vehicle is in the custody or control of the motor trade and used only for the purposes of its overhaul, upkeep or repair.

## Exceptions to Parts One and Two

The following Exceptions apply to Parts One and Two of this Section.

(Also refer to the Exceptions to Part One and Part Two, and the Policy Exceptions at the back of this policy booklet.)

We will not provide indemnity

- (1) whilst The Vehicle is being driven or used other than in accordance with the terms of the Certificate of Motor Insurance, except in the circumstances described in the Unauthorised Driving and Use Clause
- (2) in respect of
  - (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever or any consequential loss
  - or
  - (b) any legal liability of any naturedirectly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

## Cover Key

The cover provided to The Vehicle is stated in The Schedule by the Cover Abbreviation. The cover applicable under each Cover Abbreviation is detailed below.

Cover Abbreviation	Cover Applicable	Operative Parts of this Section
COMP	Comprehensive	Parts One and Two.
TPFT	Third Party, Fire and Theft	Part One only in respect of Damage caused by fire, self-ignition, lightning, explosion, theft or attempted theft.  Part Two.
TPO	Third Party only	Part Two only.

## Part Three - Motor Legal Protection

Part Three - Motor Legal Protection is operative only if stated in The Schedule.

### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet and the Definitions at the beginning of the Section.)

The following Definitions apply to Part Three of this Section.

#### Appointed Representative

The lawyer or other suitably qualified person appointed by DAS to act on behalf of The Insured.

#### Legal Costs

- (1) All reasonable and necessary legal costs charged by the Appointed Representative and agreed by Us.
- (2) Legal costs which We have agreed to or authorised and which The Insured has been ordered to pay by a court or other body.

#### Prospects of Success

In respect of all claims, it is always more likely than not that The Insured will

- (1) recover damages or obtain any other legal remedy to which We have agreed
- (2) make a successful defence
- (3) make a successful appeal or defence of an appeal.

Prospects of Success will be assessed by DAS or an Appointed Representative on Our behalf.

#### DAS

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



## Cover

We will indemnify The Insured in respect of Legal Costs incurred in respect of the following incidents.

- (1) Recovery of The Insured's uninsured losses as a result of an accident involving The Vehicle which causes
  - (a) Damage to The Vehicle or to any personal belongings in or on The Vehicle
  - (b) death or bodily injury to The Insured whilst travelling on, or getting into or out of, The Vehicle
- (2) Defence of The Insured's legal rights if they have committed any offence under road traffic legislation whilst using The Vehicle and which is not covered under Part Two of this Section
- (3) Representation of The Insured on a guilty plea in respect of any offence committed under road traffic legislation if a conviction would result in The Insured being disqualified or suspended from driving

provided that

- (i) the incident occurs within The Territorial Limits and during the Period of Insurance
- (ii) any legal proceedings, to which We have agreed, will be dealt with by a court or other body within The Territorial Limits
- (iii) Prospects of Success exist for the duration of the claim
- (iv) any appeal, or defence of an appeal, has been reported to Us or DAS at least 10 working days prior to the deadline for any appeal
- (v) the maximum amount We will pay for The Insured's Legal Costs for any one person in respect of any or all claims arising out of the same cause is

- £100,000 in respect of (1) above

and

- £10,000 in respect of (2) and (3) above.

## Exceptions

The following Exceptions apply to Part Three of this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet.)

We will not provide indemnity in respect of

- (1) any claim if The Insured does not keep to the terms, Exceptions and Conditions of this policy  
  
Cover will also not apply if The Insured can claim under another policy.
- (2) any Legal Costs incurred prior to Our written acceptance of a claim
- (3) any legal action The Insured takes to which DAS have not agreed or where The Insured does anything to hinder DAS or the Appointed Representative
- (4) any fines, penalties, compensation or damages which The Insured is ordered to pay by a court or other authority
- (5) any claim deliberately or intentionally caused by The Insured
- (6) prosecutions relating to The Insured's alleged dishonesty or violent conduct
- (7) prosecutions resulting from drink or drug related offences or parking offences
- (8) a dispute with Us in respect of the policy terms, Exceptions and Conditions other than as catered for in Our Service to You or Policy Condition (2)
- (9) an application for judicial review
- (10) any claim relating to any non-contracting party's rights to enforce all or any part of this Section.

The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section).

## Conditions

The following Conditions apply to Part Three of this Section.

(Also refer to the Policy Conditions at the back of this policy booklet.)

## Asset Protection and Motor Liabilities – Motor

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### (1) Claims - Your Duty

You must report an incident to DAS as soon as possible and, in any event, no later than 180 days after the date The Insured knew, or should have known, about the incident.

### (2) Claims - Legal Representation

- (a) On receipt of a claim, if appropriate, DAS will appoint an Appointed Representative.
- (b) If it is necessary to start court proceedings, or there is a conflict of interest, The Insured is free to nominate an alternative Appointed Representative by sending the name and address of the suitably qualified person to DAS.
- (c) If DAS do not agree to The Insured's choice of Appointed Representative, The Insured may choose another suitably qualified person.
- (d) If there is still disagreement with regard to the Appointed Representative, DAS will ask the president of the relevant national Law Society to choose a suitably qualified person to represent The Insured.

We and The Insured must accept such choice.

- (e) In all other circumstances, We will be free to choose an Appointed Representative.
- (f) An Appointed Representative will be appointed by DAS and represent The Insured according to Our standard terms of appointment.

### (3) Claims - Rights and Obligations

- (a) DAS will have direct access to the Appointed Representative who can provide Us or DAS with any information or opinion on The Insured's claim.
- (b) The Insured must co-operate fully with DAS and the Appointed Representative and must keep DAS up-to-date with the progress of the claim.
- (c) At the request of DAS, The Insured must give the Appointed Representative any instructions required.
- (d) The Insured must notify DAS immediately if anyone offers to settle a claim or makes a payment into court.
- (e) If The Insured does not accept the recommendation of the Appointed Representative to accept a reasonable offer, or

payment into court, to settle a claim, We may refuse to pay further Legal Costs.

- (f) No agreement to settle on the basis of both parties paying their own costs is to be made without prior approval of DAS.

### (4) Discontinuance of a Claim

If The Insured

- (a) settles a claim, or withdraws a claim, without prior agreement of DAS  
or
- (b) does not give suitable instructions to the Appointed Representative  
or
- (c) dismiss an Appointed Representative without the prior consent of DAS

the cover We provide will end immediately and We will be entitled to re-claim any Legal Costs We have incurred.

### (5) Recoveries

The Insured must take every available step to recover Legal Costs that We have to pay and pay Us any Legal Costs that are recovered.

## General Information

We will give You confidential advice over the telephone on any personal legal matter in relation to the use of The Vehicle.

We will tell You what Your legal rights are, what course of action is available to You and whether these can be best implemented by You or whether You need to consult with a lawyer.

There are no consultation fees and lines are open 24 hours a day, 365 days a year.

As soon as You are aware of an incident, You must get legal advice from the helpline on **0845 300 1899\*** without delay. Please have your policy number to hand.

If You think that You might need to claim, contact the helpline on **0845 300 1899\*** and request a claim form. We can only proceed with Your claim once We have received details of the incident in writing. A claim form is available for download at [www.aviva.co.uk/legalprotection](http://www.aviva.co.uk/legalprotection)

Our claims handling is undertaken by DAS Legal Expenses Insurance Company Limited or such other company as We notify You from time to time.

\* For our joint protection telephone calls may be recorded and/or monitored

# Policy Conditions

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Each Section of the policy contains Conditions. They must be read in conjunction with the following Policy Conditions which apply to all Sections unless otherwise stated.

## (1) Alteration of Risk

If

- (a) there has been any alteration to the Property Insured and/or The Premises and/or The Business after the effective date of this insurance which increases the risk of loss, liability, destruction, damage, accident or injury

or

- (b) Your interest ceases except by will or operation of law

We will at Our option avoid the policy from the date of such alteration or when Your interest ceases.

## (2) Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be appointed in accordance with statutory provisions.

However, this Condition does not apply to the following when insured by this policy

Home Section, Part Seven - Family Legal Protection

Commercial Legal Protection Section.

## (3) Cancellation

Applicable to all sections other than Home.

- (a) You may cancel this policy at any time after the date We have received the premium, by providing 30 days notice in writing to Us.
- (b) If there is a default under Your Aviva credit agreement which finances this policy, We, or any agent appointed by us and acting with our specific authority, may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement.

If Your policy is cancelled under (a) or (b) above and provided that there have been no:

- (i) claim(s) made under the policy for which We have made a payment
- (ii) claim(s) made under the policy which are still under consideration
- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.

- (c) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
- (d) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no:

- (i) claim(s) made under the policy for which We have made a payment
- (ii) claim(s) made under the policy which are still under consideration
- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance.

## (4) Claims Procedure

If in relation to any claim You have failed to fulfil any of the following Conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) tell Us immediately of any event or occurrence which may result in a claim
- (b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves

## Policy Conditions

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- (c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury including the amount of the claim within
- (i) 30 days
  - or
  - (ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons
  - or
  - (iii) four days in the case of loss, destruction or damage caused by Hailstorm
- of You becoming aware of the event or occurrence, or such further time that We may allow
- (d) provide Us with all information and help We require in respect of the claim
- (e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy
- (f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement
- (g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

However, this Condition does not apply to the following when insured by this policy

Home Section, Part Seven - Family Legal Protection

Commercial Legal Protection Section.

### (5) Contribution

#### **Applicable to the Employers', Public and Products Liability Section**

If the insurance provided by this Section is also covered by another policy (or would be but for the existence of this Section), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had this Section not been effected.

However, this Condition will not impose on Us any obligation to make any payment under this policy from which We would have been relieved under the Motor Contingent Liability Clause to Part Two of the Employers', Public and Products Liability Section.

#### **Applicable to the Environmental Liability Section**

If the insurance provided by this Section is also covered by another policy or another Section of this policy (or would be but for the existence of this Environmental Liability Section), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had this Section not been effected

#### **Applicable to the Motor Section**

If the insurance provided by this Section is also covered by another policy (or would but for the existence of this Section), We will only pay a rateable share of the loss.

However, this Condition will not impose on Us any obligation to make any payment under this policy from which We would have been relieved under Exception (1) of the Exceptions to Parts One and Two of the Motor Section.

#### **Applicable to all other Sections insured by this policy**

- (a) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy (or would be but for the existence of this policy), We will only pay a rateable share of the loss.
- (b) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average.

## Policy Conditions

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- (c) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

### (6) Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity  
or
- (b) the Sum Insured  
or
- (c) a smaller amount for which a claim can be settled

after deduction of any sum already paid.

We will not be liable for any further payment except for costs and expenses incurred prior to the payment of the claim or with Our consent.

### (7) Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may

- (a) refuse to pay the claim
- (b) recover from You any sums paid by Us to You in respect of the claim
- (c) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may

- (a) refuse to pay the claim
- (b) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided)
- (c) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

### (8) Identification

The policy, The Schedule and the Certificate of Motor Insurance will be read as one contract.

A particular word or phrase which is not defined will have its ordinary meaning.

### (9) Index Linking

- (a) Renewal

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices or any alternative index specified by Us.

- (i) any building and tenants improvements item

where applicable the General Building Cost index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors, and the Household Rebuilding Cost index issued by the Association of British Insurers.

- (ii) other items

where applicable the Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department, and the Consumer Durables index issued by the Association of British Insurers.

In the event of a negative index we will retain your existing amounts insured, unless You advise Us otherwise.

## Policy Conditions

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(b) Claims

These adjustments will continue during the

- (i) Period of Insurance
- (ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

### (10) Long Term Undertaking

Where a Section is stated in The Schedule to be subject to Long Term Undertaking a discount of 5% under that Section is allowed in consideration of You having provided an undertaking with effect from the date stated in The Schedule to offer annually for a period of three years the insurance under the Section on the terms and Conditions in force at the expiry of each Period of Insurance and to pay the premiums annually in advance, it being understood that

- (a) We shall be under no obligation to accept an offer made in accordance with such an undertaking
- (b) the Sums Insured may be reduced at any time to correspond with any reduction in value or reduction in The Business.

This undertaking will apply to any policy which may be issued by Us in substitution for this policy and the same discount will be allowed.

### (11) Non Disclosure, Misrepresentation or Misdescription

#### 1. Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- (a) where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
  - (i) We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid

- (ii) We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or

- (iii) We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

#### 2. Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- (a) where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;

- (b) where the breach was neither deliberate nor reckless, and but for the breach:

- (i) We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid

- (ii) We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or

- (iii) We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

## Policy Conditions

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### (12) Reasonable Precautions

If in relation to any claim You have failed to fulfil any of the following Conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair
- (b) take all reasonable precautions to prevent
  - (i) loss or destruction of or damage to the Property Insured
  - (ii) accident or injury to any person or loss, destruction or damage to their property
- (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner
- (d) keep books with a complete record of purchases and sales.

### (13) Reinstatement

When We decide, or are required, to reinstate or replace any property You will, at Your expense, provide

- (a) plans
- (b) documents
- (c) books
- (d) information

which We require.

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum We will pay in respect of any one Item is the Limit of Indemnity or the Sum Insured for that Item.

### (14) Subjectivity

The policy, the application form, and/or declaration made by You and The Schedule, should be read together and form the contract of insurance between You, The Policyholder, and Us, Aviva.

- (a) We will clearly state in The Schedule if the cover provided by the policy is subject to You
  - (i) providing Us with any additional information requested by the required date(s)
  - (ii) completing any actions agreed between You and Us by the required date(s)
  - (iii) allowing Us to complete any actions agreed between You and Us.
- (b) If required by Us, You must allow Us access to The Premises, Your contract sites and/or The Business, to carry out survey(s), within 60 days of the inception or renewal date, unless We agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required dates), We may at Our option

- (i) modify Your premium
- (ii) issue a mid-term amendment to Your policy or Section terms and Conditions
- (iii) require You to make alterations to The Premises insured by the required date(s)
- (iv) exercise Our right to cancel Your policy
- (v) leave the policy or Section terms and Conditions, and Your premium, unaltered.

We will contact You with Our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved

- (i) You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover

## Policy Conditions

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- (ii) We may, at Our option, exercise Our right under Policy Condition (3) Cancellation.

Except where stated, all other policy and Section terms and Conditions will continue to apply.

The above Conditions do not affect Our right to void the policy if We discover information material to Our acceptance of the risk. Please refer to the **IMPORTANT** note within The Contract of Insurance page of Your policy booklet.

### **(15) Subrogation**

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- (a) enforce a right or remedy

or

- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, liability, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.



## Policy Exceptions

Each Section of the policy contains Exceptions. They must be read in conjunction with the following Policy Exceptions which apply to all Sections unless otherwise stated.

We will not provide indemnity in respect of

- (1) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
  - (a) (i) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - (ii) mutiny or military uprising, martial law
  - (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and/or
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) and/or (1) (b) above.

However,

- (1) Exception (1) does not apply to the following when insured by this policy  
Employers', Public and Products Liability Section, Part One - Employers' Liability
- (2) Exception (1)(b) does not apply to the following Sections when insured by this policy  
Motor Section  
Employers', Public and Products Liability Section, Part Two - Public and Products Liability  
Personal Accident and Sickness Section.
- (3) Exceptions (1)(a) and (1)(c) above do not apply to  
the Motor Section when insured by this policy where it is necessary to meet the requirements of any road traffic legislation  
the Personal Accident and Sickness Section when insured by this policy provided that

at the time of each otherwise excepted peril the Insured Person (as defined in this Section) is outside Great Britain, Northern Ireland and the Isle of Man or the Insured Person's normal country of residence if different

- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability
  - (a) directly or indirectly caused by or contributed to by or arising from
    - (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
    - (ii) the radioactive, toxic, explosive or other hazardous properties or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - (b) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon or device
    - (i) dispersing radioactive material and/or ionising radiation  
or
    - (ii) using atomic or nuclear fission and/or fusion or other like reaction
  - (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste), used in the course of The Business for the purposes for which they were intended

## Policy Exceptions

However,

- (1) Exception (2)(b) does not apply to the following Sections when insured by this policy

Employers', Public and Products Liability Section

Personal Accident and Sickness Section.

- (2) in relation to the Employers', Public and Products Liability Section, Part One - Employers' Liability, Exception (2)(a) only applies when You, under a contract or agreement, have undertaken to

- (a) indemnify another party

- (b) assume the liability of another party

- (3) Exceptions (2)(a) and (2)(b) above do not apply to the Motor Section when insured by this policy.

- (3) (a) Money

- (b) securities or bonds

- (c) jewellery or precious stones

- (d) precious metals or bullion

- (e) furs or curios

- (f) rare books or works of art

- (g) goods held in trust or on commission

- (h) documents or manuscripts

- (i) business books or computer systems records

- (j) explosives

- (k) property in transit

unless specifically mentioned.

However, Exception (3) does not apply to the following Section when insured by this policy

Employers', Public and Products Liability Section.

- (4) any claim which arises directly or indirectly from or consists of the failure or inability of any

- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems or any similar device

- (b) media or systems used in connection with anything referred to in (a) above

whether Your property or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time

- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However,

- (1) We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section

Property Damage Section

Money and Assault Section

Business Interruption Section

- (2) Exception (4) does not apply to the following Sections when insured by this policy

Motor Section

Employers', Public and Products Liability Section

Personal Accident and Sickness Section.

### Definition

The following Definition only applies to this Exception

'Defined Contingency'

Fire, explosion, lightning, aircraft including other aerial devices and articles dropped from them, earthquake, riot, civil commotion, strikers, locked-out workers, persons taking part in labour

## Policy Exceptions

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disturbances, malicious persons other than thieves, impact by any road vehicle or animal, storm, flood, escape of water from any tank, apparatus or pipe, or theft.

- (5) any claim (other than in respect of Personal Injury as defined under the Employers', Public and Products Liability Section, Part Two - Public and Products Liability) arising directly or indirectly from, or in connection with, or consisting of

(a) Loss of Data

However, We will not exclude any claim arising directly or indirectly from, or in connection with, or consisting of Loss of Data, which claim is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such claim is insured under that Section

Property Damage Section

Business All Risks and Frozen Food Section, Part One - Business All Risks

Business Interruption Section

Money and Assault Section.

Exception (5)(a) does not apply to the Employers', Public and Products Liability Section, Part Two - Public and Products Liability, when insured by this policy.

- (b) any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from, or in connection with Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment

However, We will not exclude any claim in respect of any subsequent physical loss or destruction of or damage to property other than Computer and Electronic Equipment and Data Storage Materials, which is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that Section

Property Damage Section

Business All Risks and Frozen Food Section, Part One - Business All Risks

Business Interruption Section

Money and Assault Section.

Exception (5) does not apply to the following Sections when insured by this policy

Motor Section

Employers', Public and Products Liability Section, Part One - Employers' Liability

Personal Accident and Sickness Section.



**Aviva Insurance Limited**

Registered in Scotland No.2116

Registered Address: Pitheavlis, Perth, Scotland, PH2 0NH

Authorised by the Prudential Regulation Authority and regulated by  
the Financial Conduct Authority and the Prudential Regulation Authority.