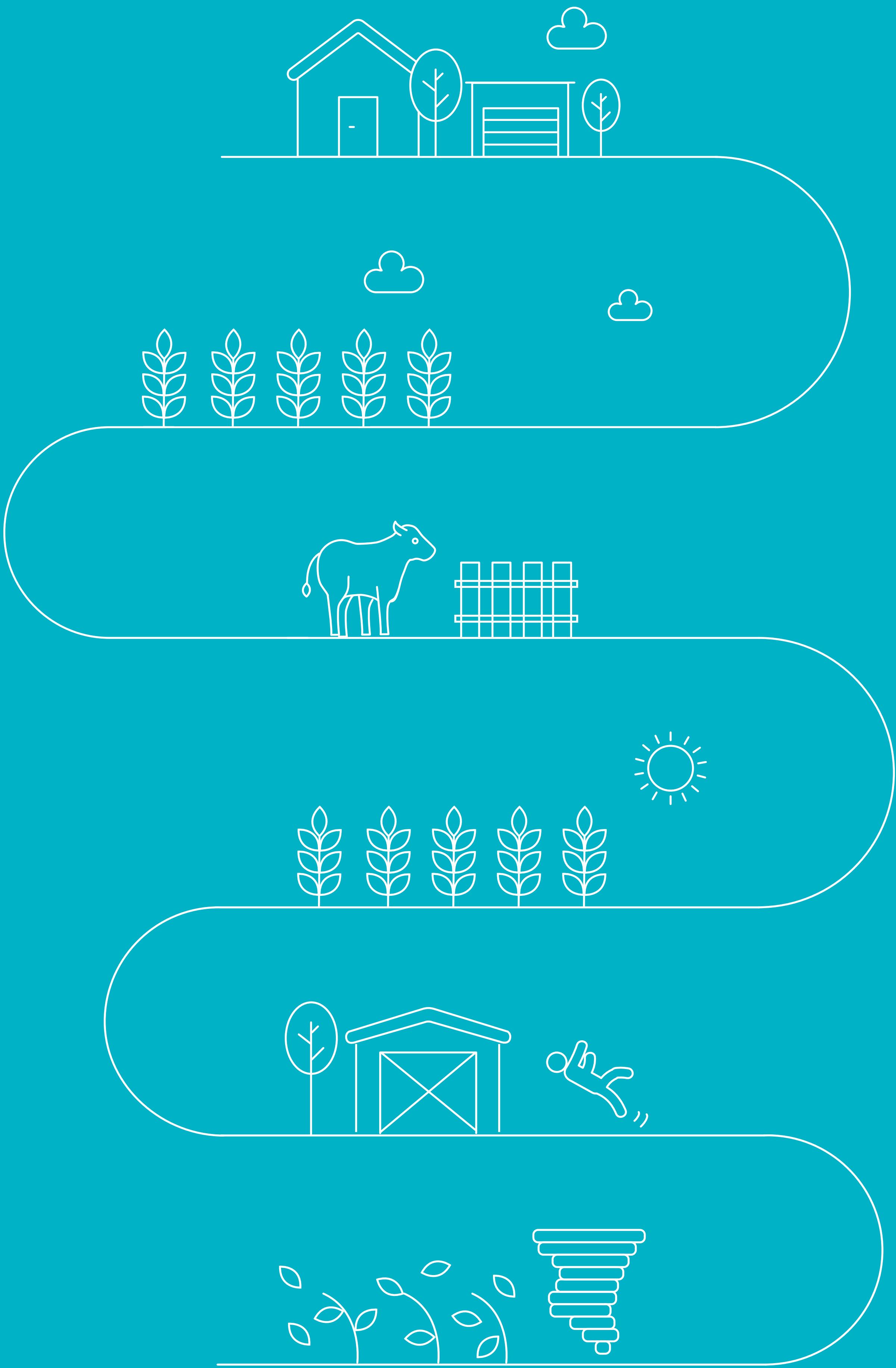
Broker NI

January 2026

Your Smart Farm Insurance Policy

Welcome to AXA Smart Farm Insurance



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Welcome to AXA

Thank you for choosing AXA

Please read carefully all documents that **we** have provided and keep them in a safe place.

If **you** have any questions, need anything explained or believe this contract does not meet **your** needs, please contact **your** broker.

Your policy

Your policy is a contract of insurance between **you** and **us** and **you** have a duty to make a fair presentation of the risk to **us** in accordance with the law

Your policy is divided into a number of sections. The sections of cover that apply are shown in the **policy schedule**. Where a section does not apply **your** cover summary will state that it is 'not insured' and this section will not be included within the **policy**.

The **policy** describes the cover for which **we** have accepted **your** premium. The **policy** wording, **schedule** and any endorsements must be read together.

Your policy is renewable provided **we** agree to accept **your** premium for any subsequent **period of insurance**. A new **schedule** will be issued for each **period of insurance** showing any changes to **your** cover.

Throughout **your policy**, **we** use defined terms. Defined terms are used to explain what a word means and are highlighted in bold blue print. Headings have been used for **your** guidance to help **you** understand the cover provided. The headings do not form part of the contract.

Under the heading 'What is covered' **we** give information on the insurance provided. This must be read with 'What is not covered', the **policy** conditions and any conditions of cover that are applied to each section.

Under the heading 'What is not covered' **we** draw **your** attention to what is excluded from **your policy**.

Your policy

This document and any endorsements that are included in it sets out **your** and **our** rights and responsibilities.

The insurer **your** contract is with is **Axa Insurance** dac which is established in Ireland. Unless **we** and **you** agree otherwise the law of Northern Ireland will apply.

The cover **you** have bought has many benefits to give **you** peace of mind. However, as with all insurance contracts, there will be circumstances where cover will not apply. These are shown in this document.

Please read **your policy** carefully and keep it in a safe place.

Your policy includes:

- the **policy** wording in this booklet
- the **schedule** that has your details and the cover that applies and
- any endorsement which applies.

Unless a section or part of this **policy** shows the countries to which it applies, the cover provided by this **policy** applies only to death, injury, loss or **damage** happening in or between

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

As long as **you** have paid or agreed to pay the premium**, we** will cover death, injury, loss or **damage** that happens during the **period of insurance** as described in the following pages for the sections **you** have chosen.

On behalf of **AXA Insurance** dac

Marguerite Brosnan

Chief Executive

AXA Insurance dac

Registered number 136155
Registered office Wolfe Tone House,
Wolfe Tone Street, Dublin 1.

Guide to your policy wording

How to read your policy wording

The terms and conditions of **your policy** will be set up like this:

What's covered	What's not covered
The left side explains in detail what **you**'re covered for in each section of the **policy** wording.	The right side details the circumstances where the left side cover is restricted.

This **policy** wording contains all of the covers and options **we** offer.

Your schedule will show the farm insurance covers and options you have chosen and the cover limits.

Please read the **policy** wording together with **your schedule**.

Meanings of Defined Terms

The following words and phrases always have the following meanings in this document.

Axa Insurance, **Company**, **Our**, **Us**, **We**

Axa Insurance dac.

Damage

Accidental physical loss, destruction or **damage**

Policy

The **Policy** and **Schedule** and any endorsments attached or issued.

Schedule

The **Schedule** is part of **your policy** document. It includes **your** details, dates of insurance and the property insured.

Proposal/Statement of Fact

The **Statement of Fact** and any additional information supplied to **Us** by **You**.

Business

The **business** noted in the **Schedule** and

(a) having and running a canteen, sports, social or welfare organisations for the benefit of Employees, plus fire, security, first aid, medical and ambulance services.

(b) Private work carried out by employees, with **your** consent, for any director or senior official of Yours.

(c) maintaining, decorating and repairing Property at **the premises** owned by **You** in connection with Your **Business**.

Money

Current coins and bank notes, cheques, **money** orders and postal orders, premium bonds, saving stamps and certificates, current stamps, travel tickets, petrol coupons, record tokens, book tokens or other tokens, luncheon vouchers and trading stamps.

Credit Cards

Credit, charge, cheque, bankers or cash dispenser cards.

You, Yourself

The person and/or **company** named as the policyholder in the **schedule** and each member of the policyholder's family or household (but not boarders, lodgers or paying guests) who normally live in the policyholder's home.

Excess

The first amount of any claim or claims for which **you** are responsible.

Period of insurance

The period from the start date to the expiry date shown in **your schedule**.

Territorial Limits

(a) anywhere within Northern Ireland, other than **Offshore**.

(b) Republic of Ireland, Great Britain, the Channel Islands and the Isle of Man.

(c) anywhere else in the world, other than **Offshore**, for temporary visits in the course of the **Business** by anyone normally resident in the territories described in (a) above.

(d) elsewhere in the world for anything sold or supplied by the **Insured**.

Offshore

From final departure from land to any offshore rig or any offshore platform, and until return from offshore rig or offshore platform.

The Premises

Your farm at the Situation named in the **Schedule**.

Storm

A violent atmospheric disturbance, characterised by strong winds and which can be accompanied by precipitation, thunder and lightning.

SECTION 1

Private Dwelling House

Definitions

1 Buildings

The Private Dwelling **you** live in, as per the **Schedule**, built of brick, stone or concrete and roofed with slates, tiles, concrete or other incombustible materials (or as accepted by **Us**).

And the following if they form part of its property:

(a) Domestic outbuildings, domestic greenhouses, tennis hard courts, swimming pools, terraces, patios, drives, footpaths, walls, gates, fences, hedges, decking and septic and oil tanks, interior decorations.

(b) landlord's fixtures and fittings, all on **your** farm at the address in the **Schedule**.

But excluding stables, garages, outbuildings, fences and gates used for farming or any other **business**.

2 Contents

Your home's Goods and Personal Effects of every description, while in the Buildings and which belong to or are **your** responsibility, or any member of **your** family, or household. It excludes documents, securities, deeds, bonds and medals, coins, **credit cards**, **money**, caravans or vehicles (other than lawnmowers), water craft (or parts or accessories of any of them), livestock and horses used for farming, as well as utensils and property that's specifically insured.

3 Outbuildings

Sheds, greenhouses, summerhouses and other Buildings (excluding caravans, mobile homes or motor homes) that are not part of the main home, but used for domestic purposes.

4 Private Dwelling House

The house, bungalow, apartment, flat or maisonette mentioned in the **schedule**, including its outbuildings and garages, all used for domestic purposes.

5 Unoccupied

Wholly unoccupied, mainly unoccupied or not in use by **you** or **your** tenants for more than 30 consecutive days.

6 Unfurnished

Doesn't contain enough furniture for normal living purposes.

7 Valuables

Jewellery, gold items, silver or other precious metals, watches, furs, cameras, pictures and other works of art, stamp collections, coins, medals or objects valued as curiosities.

8 Personal belongings

Clothes (excluding furs) and personal items worn, used or carried, as well as portable radios, portable TVs and sports equipment. It doesn't include valuables or **money**.

9 Excess

The amount **you** have to pay towards certain claims as described in the **Schedule** or **Policy** Document.

10 The Schedule

The **schedule** is part of **your policy** document. It includes **your** details, dates of insurance, and the property insured.

11 Sum Insured

The amount shown on the **schedule** as the most **we** will pay for claims resulting from one incident.

12 Business Contents

Limited to office furnishings, office equipment including documents and computer equipment, (but excluding any **money**, postal and **money** orders, cheques, travel tickets, and stamps).

How we settle claims under Section 1 (Private Dwelling House)

You must tell **us** if the buildings and contents sums insured are not high enough. If not, **you** may find that **you** do not have enough cover and **we** will not pay the full value of **your** claim. **We** will decide how to settle **your** claim. **We** will normally arrange for one of **our** suppliers to repair, reinstate or replace the lost or damaged property. In some instances, **we** may decide to pay a cash amount for the loss or **damage**. **We** will not pay more than **our** suppliers would have charged. **We** will deduct the appropriate **excess** from all claims payments **we** make.

Matching sets and suites

We treat one item of a matching set of items or suite of furniture or sanitary ware or other bathroom fittings as a single item. **We** will pay **you** for individual damaged items but not for other undamaged pieces. If a carpet or wooden floor is damaged beyond repair **we** will only pay to have the damaged carpet or wooden floor replaced. **We** will not cover undamaged carpets or wooden floors in adjoining rooms.

Will we take off an amount for wear and tear?

Buildings

If **we** carry out a repair or reinstatement, **we** will not take off an amount for wear and tear as long as the sum insured represents the full reinstatement value of the building and **you** have kept the building in good condition. The full reinstatement value is not necessarily the value **you** would get if **you** sold the property (market value).

Contents

We will take off an amount for:

- clothes, furs, household linen;
- TV sets, DVD players, camcorders, videos,

record players, compact disc players, iPods, video recorders, home computers, lap top computers, game consoles and similar equipment including CDs, tapes, records and software over two years old.

We will not take off an amount for wear and tear for all **your** other contents as long as the sum insured represents their full value as new at the time of loss and **you** have kept them in good condition.

Other insurance policies

If any injury, loss or **damage** is covered by any other insurance, **we** will not pay more than **our** share. This does not apply to **subsection 20 of section B** (Contents).

SECTION A

Insurance for your buildings

Please look at **your schedule** to see if **you** have chosen this section.

What is the most we will pay?

We will not pay more than the building sum insured shown in **your schedule** for any one claim under causes 1 to 12, extensions to cover 13, 14, 15. **We** will also pay any amounts due under extensions to cover 16, 17, 18, 19, 20 and 21. (see pg 13-19)

Inflation protection cover

We will adjust the Property Damage sums insured under this section at each renewal in line with suitable indices* and the renewal premium for this section will be based on the adjusted sums insured.

For example the Retail Price Index (RPI) and the Building Cost Index (BCI) which are available through* **https://www.ons.gov.uk/

What's covered	What's not covered
Your **policy** covers loss or **damage** to the building by the following causes.	
1. **Fire, lightning, explosion or earthquake**	
2. **Smoke**	**We** will not cover loss or **damage** caused by smog, agricultural, forestry or industrial operations or anything which happens gradually.
3. **Storm or flood**	**We** will not cover loss or **damage**: (a) by frost; (b) by subsidence, heave or landslip; (c) to gates, hedges and fences; (d) due to wear and tear or anything which happens gradually; or (e) to felt roofs over 5 years old unless **you** can prove that the roof has been inspected by a professional builder every 3 years.
4. **Riot, civil commotion, strikes, labour and political disturbances**	
5. **Malicious damage**	**We** will not cover loss or **damage**: (a) while the home is left unoccupied or unfurnished for 40 days in a row or more; or (b) caused by people legally in the home.

What's covered	What's not covered
6. **Water escaping from, or frost damage to, a fixed water, drainage or heating installation, washing machine, dishwasher, fridgefreezer, waterbed or fish tank**	**We** will not cover loss or **damage** caused: (a) by escape of water from a drain which leads to subsidence, heave or landslip; (b) while the home has been unoccupied or unfurnished for 40 days in a row or more; (c) by water leaking from any shower units, baths and/or sanitary fittings through seals and grouting or overflowing of baths and sinks; (d) to the part or appliance from which the water leaks; (e) to any fixed water or heating installation due to wear and tear, rust, or anything which happens gradually; (f) due to wear and tear, rust, or anything which happens gradually; or (g) to properties built prior to 1920 unless replumbed in the last 35 years by a certified plumber. (h) An **excess** applies of £500.00 each and every claim under this cover
7. **Subsidence or ground heave of the site on which the buildings stand, or landslip**	**We** will not cover loss or **damage**: (a) arising from faulty workmanship, faulty design, faulty or poor drains or drainage systems, poor foundations or using faulty materials; (b) to or resulting from solid floors or floor slabs moving, unless the foundations of the outside walls are damaged at the same time and by the same cause; (c) to swimming pools, terraces, patios, drives, paths, service tanks, sewers, gates, fences, hedges, tennis courts or walls unless the home is damaged at the same time and by the same cause; (d) caused by structural alterations, demolition, repairs or extensions to the home; (e) caused by normal settlement, shrinkage, expansion, chemical action or any structures bedding down; (f) caused by made-up ground or land-filled sites settling or moving; (g) caused by the coast or riverbank or lake bank wearing away; (h) to the home which happened before cover was granted under this **policy**; and (i) An **excess** applies of £1,000.00 each and every claim under this cover

What's covered	What's not covered
	(j) caused by subsidence or ground heave of the site on the buildings stand, or landslip if **you** hire any experts or contractors other than those carrying out emergency work without **our** permission. **We** will have to agree to **you** hiring these experts or contractors, and **we** have the right to choose experts from **our** own panel.
8. **Theft or attempted theft**	**We** will not cover loss or **damage**: (a) while the home is left unoccupied or unfurnished for 40 days in a row or more; or (b) while the building is let or sublet or shared unless force and violence are used to get in
9. **Any aircraft, flying object or anything falling from them, or a vehicle, train or animal hitting your home**	
10. **Any radio and television aerials, fittings and masts and satellite dishes breaking or collapsing**	
11. **Oil leaking from a fixed oil-fired heating installation including smoke damage due to a faulty oil-fired heating installation** Regardless of the tank age, **you** should check **your** oil tank at least twice a year for signs of cracking and/ or failure. In the event that defects are discovered, the tank should be immediately replaced to avoid oil escaping.	**We** will not cover loss or **damage** loss or **damage**: (a) caused by pollution or oil spillage if **you** hire any experts or contractors other than those carrying out emergency work without **our** permission. **We** will have to agree to **you** hiring these experts or contractors, and **we** have the right to choose experts from **our** own panel; (b) to the part or appliance from which the oil leaked; (c) to any fixed domestic heating installation due to wear and tear, rust, or anything that happens gradually; (d) due to wear and tear, rust, or anything that happens gradually; or (e) while the home has been unoccupied or unfurnished for 40 days in a row or more.
12. **Falling trees or branches**	**We** will not cover: (a) caused by felling, lopping or topping trees; (b) loss or **damage** to gates, hedges, walls and fences unless the home is damaged at the same time; and (c) the cost of removing the fallen tree if it has not damaged the home

What's covered	What's not covered
13. **Accidental loss or damage to your building.**	**We** will not cover accidental loss or **damage**: (a) specifically excluded under the buildings section; (b) by frost; (c) by wear or tear or anything which happens gradually; (d) by vermin, insects, fungus, wet or dry rot; (e) by chewing, scratching, tearing or fouling by domestic animals; (f) by mechanical or electrical breakdown; (g) specifically covered somewhere else in this **policy**; (h) arising from altering or extending the building or the cost of maintenance or routine decoration; or (i) arising from faulty workmanship, faulty design or using faulty materials.

Extensions to your building cover

The buildings section of **your policy** also includes the following cover.

What's covered	What's not covered
14. Removing debris and building fees If there has been loss or **damage** which is covered under section A, **we** will pay for: (a) the reasonable cost of removing debris; (b) the reasonable extra cost of reinstating the building that **you** have to pay to keep to legal regulations or local-authority bye- laws. **We** will decide whether or not **you** require the services of an architect, a surveyor, a consulting engineer or any other expert to assist in the repair or reinstatement of the building. **We** will select the expert and **we** will discharge their reasonable fees. The most **we** will pay for any one claim is 10% of the building sum insured.	**We** will not cover any cost for keeping to requirements or regulations resulting from a notice served on **you** or anyone leasing or renting the property; (a) before the destruction or **damage** happened; or (b) for the undamaged parts of the building **We** will not pay for any expert engaged by **you**
15. Damage to underground services **We** will cover accidental **damage** to: (a) cables and underground pipes which extend from the buildings to the public mains; and (b) septic tanks and drain inspection covers.	
16. Breakage of fixed glass and sanitaryware **We** will cover accidental breakage of: (a) fixed glass in windows, doors, fanlights, skylight, domestic greenhouses, conservatories, porches and verandas; (b) ceramic hobs or tops of cookers; and (c) fixed sanitaryware and bathroom fittings.	**We** will not cover loss or **damage**: (a) while the home is left unoccupied or unfurnished for 40 days in a row or more; or (b) to ceramic hobs or tops in moveable cookers.

What's covered	What's not covered
17. Loss of rent and the cost of other accommodation If **you** cannot live in **your** home because of loss or **damage** by causes 1 to 12, **we** will pay (a) the amount of rent (if **you** have tenants) **you** should have received but lost while the home was unfit to live in; (b) the reasonable cost of similar alternative accommodation for **you** until **your** home is fit to live in again. The most **we** will pay for any one claim is 20% of the building sum insured.	
18. Replacing locks **We** will pay the cost of replacing locks (including keys) to any outside door of the home or any domestic safe or intruder alarm protecting the home if the keys have been accidentally lost or stolen. **We** will not pay more than £500 for any one claim under the **policy**.	**We** will not cover the cost of replacing keys and locks to a garage or outbuilding.
19. Emergency entries **We** will pay for loss or **damage** to the building caused when the fire brigade, police or the ambulance service have to make a forced entry because of an emergency to **you**. **We** will not pay more than £1,000 for any one claim under the **policy**.	
20. Television, radio aerials and masts and satellite dishes **We** will cover loss or **damage** to television and radio aerials and masts and satellite dishes outside. **We** will not pay more than £2,000 for any one claim.	**We** will not cover the costs of repair of the source of the **damage** unless the cause is covered elsewhere in this **policy**.
21. Finding a leak **We** will pay up to £5,000 for necessary and reasonable costs that **you** incur in finding the source of any water leak causing **damage** which is covered under cause 6 of this section. This includes reinstating any wall floor ceiling drive fence or path removed or damaged during the search.	

What's covered	What's not covered
22. Clean up expenses **We** will pay for vouched expenses to clean up, but not landscape, following an escape of oil from any fixed domestic system or appliance. The most **we** will pay is £1,500 for any one claim under the **policy**.	
23. Sale and purchase If **you** are selling **your** home **we** will give the purchaser the benefit of **your policy** up to the date of completion of the sale.	where the home is otherwise insured under another **policy** of insurance by **you** or any other party

SECTION B

Insurance for your contents

Please look at **your schedule** to see if **you** have chosen this section.

What's covered

All of the following are covered as long as:

(a) they belong to **you** or **you** are legally responsible for them; and

(b) they are used for private purposes.

Household goods

This includes tenant's fixtures, fittings and decorations inside.

Business property

Is limited to office furniture, furnishings, office equipment including documents and computer equipment.

Pedal cycles

Personal belongings - this means clothes (not furs) and personal items worn, used or carried and also portable radios, portable TVs and sports equipment. It does not include valuables or **money**.

Valuables

This means jewellery, items of gold, silver or other precious metals, watches, furs, cameras, pictures and other works of art, collections of stamps, coins, medals or objects valued as curiosities.

What's not covered

We will not cover:

(a) mechanically propelled vehicles (other than lawnmowers and cultivators used on **your** property, mobility scooters and electric wheelchairs), watercraft, aircraft, caravans, trailers (and their parts and accessories, tools, fitted radios, phones, cassette and compact-disc players) and animals;

(b) landlords decorations.

(c) property more specifically insured by any other insurance;

(d) deeds, bonds, securities and documents; and

(e) **money**.

What is the most we will pay under private dwelling house contents?

We will not pay more than the contents sum insured shown in **your schedule** for any one claim under causes 1 to 12, extensions to cover 15 and 18 . **We** will also pay any amounts due under extensions to cover 13, 14, 16, 17 and 19 to 31.
The most **we** will pay for any one event resulting in a claim is shown below.

1. Contents

The amount shown in the **schedule** less any **excess**.
A limit of 10% of the contents sum insured applies to contents kept in any outbuilding or garage belonging to the home.

2. Valuables

5% of the contents sum insured or £2,000, whichever is greater for any one valuable, and up to 1/3 of the contents sum insured for any one claim for valuables (unless insured separately).

Excess

We will not be liable for the first £100.00 of any claim under section A and B.

Please note the **excess** for Subsidence is £1000.00 under these sections and the **excess** for Escape of water is £500.00 under these sections.

Inflation protection cover

We will adjust the Property Damage sums insured under this section at each renewal in line with suitable indices* and the renewal premium for this section will be based on the adjusted sums insured.

For example the Retail Price Index (RPI) and the Building Cost Index (BCI) which are available through* **https://www.ons.gov.uk/

What's covered	What's not covered
Your **policy** covers loss or **damage** to the contents in the home by the following causes.	
1. **Fire, lightning, explosion or earthquake**	
2. **Smoke**	**We** will not cover loss or **damage** caused by smog, agricultural, forestry or industrial operations or anything which happens gradually.
3. **Storm or flood**	**We** will not cover loss or **damage**: (a) by frost; (b) to property in the open; or (c) to trees, shrubs and plants growing in the open.
4. **Riot, civil commotion, strikes, labour and political disturbances**	
5. **Malicious damage**	**We** will not cover loss or **damage**: (a) while the home is left unoccupied or unfurnished for 40 days in a row or more; or (b) caused by people legally in the home
6. **Water escaping from a fixed water, drainage or heating installation, washing machine, fridgefreezer, dishwasher, waterbed or fish tank**	**We** will not cover loss or **damage** caused: (a) by escape of water from a drain leading to subsidence, heave and landslip; (b) while the home has been unoccupied or unfurnished for 40 days in a row or more; (c) by water leaking from any shower units, baths and/or sanitary fittings through seals and grouting or overflowing of baths and sinks; (d) to the part or appliance from which the water leaks; or (e) to any fixed water or heating installation due to wear and tear,rust, or anything which happens gradually; (f) due to wear and tear, rust, or anything which happens gradually; or (g) An **excess** applies of £500.00 each and every claim under this cover

What's covered	What's not covered
7. **Subsidence or ground heave of the site on which the buildings stand, or landslip**	**We** will not cover loss or **damage**: (a) arising from faulty workmanship, faulty design, faulty or inadequate drains or drainage systems, inadequate foundations or using faulty materials; (b) to or resulting from solid floors or floor slabs moving unless the foundations of the walls outside are damaged at the same time and by the same cause; (c) caused by structural alterations, demolition, repairs or extensions to the home; (d) caused by normal settlement, shrinkage, expansion, chemical action or any structures bedding down; (e) caused by made-up ground or land-filled sites settling or moving; (f) caused by the coastal or riverbank or lakeside wearing away; or (g) which began before cover was granted under this **policy**. (h) An **excess** applies of £1,000.00 each and every claim under this cover
8. **Theft or attempted theft**	(a) **We** will not cover loss or **damage** while the home is left unoccupied or unfurnished for 40 days in a row or more; (b) **We** will not cover loss where the property is bought from **you** by any person using any form of payment which proves to be fake, fraudulent, invalid or uncollectable, for any reason; (c) **We** will not cover theft from the open; (d) **We** will not cover theft from mechanically-propelled vehicles. 2. **We** will not pay for the following unless violence and force have been used to get in or out of the home: (a) loss of or **damage** to contents in any part of the home which is used for any trade, **business** or profession; (b) loss of or **damage** to contents in the home if any part is let or sublet or lived in by anyone but **you**; (c) pedal cycles.

What's covered	What's not covered
9. **Any aircraft, flying object or anything falling from them, or a vehicle, train or animal hitting the home**	
10. **Radio and television aerials, fittings and masts and satellite dishes breaking or collapsing**	
11. **Oil escaping from a fixed oil-fired heating installation including smoke damage due to faulty oil-fired heating installation** Regardless of the tank age, **you** should check **your** oil tank at least twice a year for signs of cracking and/or failure. In the event that defects are discovered, the tank should be immediately replaced to avoid oil escaping.	**We** will not cover loss or **damage**: (a) caused by pollution or oil spillage if **you** hire any experts or contractors other than those carrying out emergency work without **our** permission. **We** will have (b) to agree to **you** hiring these experts or contractors, and **we** have the right to choose experts from **our** own panel; (c) to the part or appliance from which the oil leaked; or (d) to any fixed domestic heating installation due to wear and tear, rust, or anything which happens gradually. (e) due to wear and tear, rust, or anything that happens gradually; or (f) while the home has been unoccupied or unfurnished for 40 days in a row or more. **We** will not cover loss or **damage** caused by felling, lopping or topping trees.
12. **Falling trees or branches**	

What's covered	What's not covered
13. Accidental loss or damage to your contents in the home	**We** will not cover accidental loss or **damage**: (a) specifically excluded under this section; (b) covered somewhere else in this **policy**; (c) by wear or tear or anything which happens gradually, weather (other than **storm** or flood), fungus, wet or dry rot, damp, frost, (d) scratching, chipping or denting, corrosion or rust, action of light, manufacturing faults, vermin or insects; arising from loss in value or consequential loss; (e) by chewing, scratching, tearing or fouling by domestic animals; (f) by mechanical or electrical breakdown; (g) arising from faulty workmanship, faulty design or using faulty materials; (h) caused by the process of cleaning, dyeing, repair, alteration, washing, drying, heating, renovation, restoration, maintenance, restyling, dismantling, erecting, or to any article while being worked on; (i) caused by settlement or shrinkage; (j) caused by any paying tenant or guest; (k) caused deliberately by any member of **your** household; (l) to contact lenses, hearing aids and dentures; or (m) to food, drink or plants.

Extensions to your contents cover

The contents section of **your policy** also includes the following cover.

What's covered	What's not covered
13. Contents temporarily removed from the home **We** will cover loss or **damage** by causes 1 to 12 to contents temporarily removed from the home while anywhere in Northern Ireland, Republic of Ireland, Great Britain, Isle of Man and Channel Islands. for not more than 20% of the contents sum insured.	**We** will not cover loss or **damage**: (a) by **storm** or flood to property not in a building; (b) by frost; (c) by stealing not involving force and violence used to get into or out of a building; or (d) while the contents are removed for sale or exhibition or to furniture storage.

What's covered	What's not covered
14. Deeds and documents **We** will cover loss or **damage** by causes 1 to 12 to documents (other than **money** and **credit cards**) **you** leave for safekeeping in any bank safe deposit or bank or solicitor's strongroom in Northern Ireland, Republic of Ireland, Great Britain, Isle of Man and Channel Islands. The most **we** will pay for any one claim is £1,000.	
15. Accidental breakage of mirrors and glass **We** will cover accidental breakage of: (a) mirrors; (b) fixed glass in, and glass (c) ceramic hobs and ceramic tops of cookers.	**We** will not cover loss or **damage**: (a) while the home has been left unoccupied or unfurnished for 40 days in a row or more; (b) Hand mirrors. (c) Caused by any process of repair replacement or alteration. (d) **Damage** to property not in the home.
16. Entertainment equipment **We** will cover accidental **damage** to: (a) TV sets and their aerials; (b) radios; (c) record players, compact-disc players and tape recorders; (d) video, DVD players and recorders; (e) home computers; or (f) cable and satellite or television receivers. The most **we** will pay for any one item is £2,000.	**We** will not cover loss or **damage**: (a) to equipment designed to be portable while it is being transported, carried or moved; (b) by mechanical or electrical breakdown; (c) to records, discs, cassettes and tapes; (d) aused by or in the process of cleaning or dismantling equipment; or (e) **damage** to equipment not in the home.
17. Temporary accommodation and rent While the home cannot be lived in because of loss or **damage** covered by this **policy**, **we** will pay for: (f) rent **you** must pay for which **you** are legally responsible; and (g) the reasonable cost of other similar accommodation during the period needed to make the home fit to live in. The most **we** will pay for any one claim is 20% of the contents sum insured.	

What's covered	What's not covered
18. Household removal **We** will cover loss or **damage** by causes 1 to 12 to contents being transported from the home for permanent removal to another home in Northern Ireland, Republic of Ireland, Great Britain, Isle of Man and Channel Islands. The removal must be carried out by professional contractors and must take no longer than 72 hours.	**We** will not cover loss or **damage**: (a) to china, glass, earthenware and brittle items; (b) not reported within 72 hours of the contents being delivered to **your** new home; (c) due to stealing from an unattended vehicle; (d) to contents in storage away from the removal vehicle; or (e) to **money** and valuables.
19. Tenants' liability (this applies if you rent the home) **We** will pay for the following loss or **damage** for which **you** are legally responsible as a tenant. (a) Accidental **damage** to property described as services (section A14). (b) Breakage of property described as glass and sanitaryware (section A15). (c) Loss or **damage** (other than by fire) covered under causes 1 to 12 to the buildings and decorations inside the home. The most **we** will pay for any one claim is 20% of the contents sum insured.	**We** will not cover loss or **damage**: (a) while the home is left unoccupied or unfurnished for 40 days in a row or more; or (a) to ceramic hobs in moveable cookers.
20. Fatal accidents **We** will pay £5,000 if **you** die as a result of violence from intruders or fire that occurs within **your** home. For **us** to pay a claim, **your** death must happen within three months of the incident.	
21. Visitor's and employee's possessions Loss or **damage** by causes 1 to 12 to the personal belongings of **your** visitors and domestic employees while in the home. The most **we** will pay for any one claim is £1,000.	**We** will not cover loss or **damage** to: (a) **money**; or (b) property otherwise insured

What's covered	What's not covered
22.Replacing locks **We** will pay the cost of replacing locks (including keys) to any outside door of the home or any domestic safe or intruder alarm protecting the home if keys have been accidentally lost or stolen. The most **we** will pay for any one claim under the **policy** is £500.	**We** will not cover the cost of replacing keys and locks to a garage or outbuilding.
23. Weddings **We** will automatically increase the sum insured by 10% to insure wedding gifts for one month before and one month after the wedding day of **you**, or a member of **your** family.	**We** will not cover loss or **damage** which **you** are covered for under another insurance.
24. Seasonal increase **We** will automatically increase the sum insured by 10% during the month of December to insure Christmas gift**s.**	
25. Clean up expenses **We** will pay for loss or **damage** to the building caused when the fire brigade, police or the ambulance service have to make a forced entry because of an emergency to **you**. **We** will not pay more than £1,000 for any one claim under the **policy**.	
26. Contents in the open **We** will cover loss or **damage** by causes 1 to 12 to contents in the open but within the boundaries of the home. The most **we** will pay for any one claim is £1,000.	**We** will not cover loss or **damage** to: (a) valuables and **money**; (b) any plant, shrub or tree; or (c) pedal cycles

What's covered	What's not covered
27. Accidental loss of oil and metered water **We** will cover accidental loss of domestic heating oil and metered water. The most **we** will pay for any one claim is £1,000.	
28. Jury service **We** will pay **you** £50 a day for each day **you** go to court for jury service, as long as **you** give **us** satisfactory written proof of **your** jury service. The most **we** will pay for any one claim is £1,000.	
29. Finding a leak **We** will pay up to £5,000 for necessary and reasonable costs that **you** incur in finding the source of any water leak causing **damage** which is covered under cause 6 of this section. This includes reinstating any wall floor ceiling drive fence or path removed or damaged during the search.	**We** will not cover the costs of repair of the source of the **damage** unless the cause is covered elsewhere in this **policy**.
30. Student's possessions **We** will pay for loss or **damage**, by causes 1 to 12, to contents temporarily removed from the private residence for the purpose of attending a college, university, institute of technology or boarding school anywhere in Northern Ireland, Republic of Ireland, Great Britain, Isle of Man and Channel Islands. The most **we** will pay for any one claim is £2,000.	**We** will not cover loss or **damage** by theft unless violence and force is used.
31. Damage to your garden **We** will pay for loss or **damage** to trees, shrubs, plants and lawns in **your** garden. The most **we** will pay for any one tree, plant or shrub is £100. The most **we** will pay for any one claim is £2,000.	**We** will not pay for loss or **damage** resulting from: (a) **storm** or flood; (b) frost or the weight of snow; (c) falling trees, branches, lamp posts or telegraph poles hitting **your** property; (d) Animals; and (e) lopping, topping or felling of trees or shrubs.

SECTION C

Liability

The **policy excess** does not apply to this section

Please note that **you** cannot claim under both Section 1 (Private dwelling house and contents) and Section 4 (Liabilities) in relation to Public and/or Employers liability for the same incident.

Subsection 1

Your legal responsibility to the public

If the contents (section B) are not insured, subsection 1 will cover **you** only as owner of the building and its land. **We** will not pay more under subsection 1 than £2,000,000 for any one claim against **you** or series of claims arising from one event.

What's covered

We will cover all amounts that **you** are legally responsible to pay as damages for:

(a) bodily injury (including death or disease) to any person; or

(a) loss or **damage** to property which happens anywhere in the world during the **period of insurance**.

We will also pay legal costs and expenses anyone can recover and all costs and expenses **we** agree to in writing.

If **you** die, **your** legal representative will have the benefit of this section for any liability, **you** may have for an event covered by this section.

Defective Premises Act.

Under of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 **we** will also cover all amounts that **you** are legally responsible to pay as damages under a and b above for any home **you** previously owned or leased and occupied.

If the buildings section of this **policy** is cancelled or ends, this Defective Premises Act cover will continue for seven years for any home insured by this **policy** before the **policy** was cancelled or ended.

What's not covered

(a) **We** will not cover liability for:

- bodily injury to **you**;
- bodily injury any person suffers under a contract of service or apprenticeship with **you** and arising out of and in the course of that person's employment by **you**; or
- loss of or **damage** to property belonging to **you** or in **your** custody and control.

(b) **We** will not cover liability arising from:

- any deliberate act **you** commit;
- **you** carrying out any trade, **business**, profession or employment;
- **you** living in, using or controlling any land or building, other than the building referred to in section A or any temporary home;
- **you** owning any land or building, other than, if section A applies, the building referred to in section A;
- **you** owning or using animals other than horses, cats or dogs and other animals normally domesticated in Ireland;
- **you** owning, using, controlling, supervising or keeping dogs termed as dangerous under the Dangerous Dogs Act 1991, and the Orders made pursuant to that Act, to include any further amendments thereto;

What's covered	What's not covered
	▷ **You** owning or using (other than domestic gardening equipment or being a passenger) mechanically propelled vehicles including but not limited to aircraft or watercraft, (not model aircraft or model watercraft, or nonpower-driven craft on inland waterways), electric scooters, (eScooters), Segways, electric skateboards, hoverboards, powered miniscooters, electric unicycles or electric bicycles (not pedal assisted). ▷ any lift **you** own or for which **you** are responsible for maintenance; ▷ **You** owning, or using, any firearm or sporting gun; or ▷ human immunodeficiency virus (HIV) or any HIV-related illness including acquired immune deficient syndrome (AIDS) or any variations however caused. **(c)** **We** will not cover liability **you** have under an agreement, unless **you** would have been liable if the agreement did not exist. **(d)** Any liability for which **you** must have insurance cover under the terms of the Road Traffic Acts.

Subsection 2

Liability to domestic employees

This subsection applies only if **you** have cover under section B - contents.
We will not pay more than £10,000,000 under subsection 2 for all damages, costs, fees and expenses for any one claim against **you** or series of claims arising from one event.

What's covered

We will cover all amounts **you** are legally responsible to pay as damages for bodily injury (including death or disease) to any person under a contract of service with **you** just for private domestic duties. This includes a chauffeur, gardener, people carrying out repair work, and other temporary or casual employees. The injury must arise out of and in the course of their employment by **you** and happen anywhere in the world.

We will also pay legal costs and expenses anyone can recover and all costs and expenses **we** agree in writing.

For an injury or disease an employee suffers while temporarily employed outside Northern Ireland, Republic of Ireland, Great Britain, Isle of Man and Channel Islands. the action for damages must be brought in a court of law in Northern Ireland.

If **you** die, **your** legal representative will have the benefit of this section for any liability **you** would have suffered for an event covered by this section.

What's not covered

(a) **We** will not cover liability arising from any deliberate or malicious act.

(b) **We** will not cover liability **you** have under an agreement unless **you** would have been liable if the agreement did not exist.

(c) **We** will not cover liability arising from **you** owning or using animals other than horses, cats or dogs and other animals normally domesticated in Ireland.

(d) **You** owning, using, controlling, supervising or keeping dogs termed as dangerous under the Dangerous Dogs Act 1991, and the Orders made pursuant to that Act, to include any further amendments thereto.

(e) **We** will not cover liability arising from human immunodeficiency virus (HIV) or any HIV-related illness including acquired immune deficient syndrome (AIDS) or any variations however caused.

(f) **We** will not cover liability arising directly or indirectly in connection with demolishing or altering the building or any operation related to those activities.

(g) Any liability for which **you** must have insurance cover under the terms of the Road Traffic Acts.

SECTION D

Extended cover for your personal belongings and valuables

Please look at **your schedule** to see if **you** have chosen this section

What is the most we will pay?

We will not pay more than the sum insured for personal belongings and valuables shown in **your schedule** or any higher amount which may apply because of inflation protection for any one claim under this section.

If **you** have chosen unspecified possessions cover, the limit for any one item is £1,500.

What's covered

We will cover any loss or **damage** to personal belongings or valuables **you** own or which are **your** legal responsibility while:

(a) anywhere in Europe; or

(b) anywhere in the world for up to 60 days during any one **period of insurance**.

What's not covered

(a) **We** will not cover mechanically propelled vehicles (other than mobility scooters and electric wheelchairs), watercraft, aircraft, caravans, trailers (and their parts and accessories, tools, fitted radios, phones, cassette and compact-disc players), pedal cycles, camping equipment, contact lenses, documents, cash, **credit cards**, plants, animals, prams and pushchairs.

(b) **We** will not cover property used for **business** or professional purposes.

(c) **We** will not cover loss or **damage** caused by any process of cleaning, restoring, altering or repairing, wear and tear and anything which happens gradually, or moth, vermin or insects

(d) **We** will not cover breakage of glass (other than lenses) or brittle items (other than jewellery) or mechanical or electrical breakdown.

(e) **We** will not cover loss in value or consequential loss.

(f) **We** will not cover loss if property is paid for by any person using any form of payment which proves to be fake, fraudulent, invalid or uncollectable for any reason.

(g) **We** will not cover tools, instruments or sports equipment used or held for **business** or professional purposes.

SECTION E

Frozen food

his section applies if **you** have cover under Section B - Contents.

What's covered

We will cover loss of or **damage** to food in any refrigerator or deep-freeze cabinet caused by a rise or fall in temperature or contamination by refrigerant or refrigerant fumes.

The refrigerator or deep-freeze cabinet must be:

(a) in **your** home; and

(b) owned by **you** or **your** responsibility.

The most **we** will pay for any one claim under this section is £1,000.

What's not covered

We will not cover loss or **damage** caused by:

(a) deliberate act of the supply authority; or

(b) strike, lock-out or industrial dispute.

SECTION F

Money and credit cards

This section applies if **you** have cover under section B - contents.

Definitions

1. Money

Current coins and banknotes, cheques, **money** orders and postal orders, premium bonds, savings stamps and certificates, current stamps, travel tickets, petrol coupons, record tokens, book tokens or other tokens, luncheon vouchers and trading stamps.

2. Credit cards

Credit, charge, cheque, bankers' or cash-dispenser cards.
m back these costs or fees as a part of a valid claim under the terms, conditions and exceptions of the **policy**.

What's covered	What's not covered
1. Money **We** will cover accidental loss of **money** belonging to **you** or a member of **your** family: (a) anywhere in Europe; or (b) anywhere in the world for up to 60 days during any one **period of insurance**. The most **we** will pay for any one claim is £500.	(a) **We** will not cover loss due to mistakes, neglect or poor accountancy. (b) **We** will not cover loss in value. (c) **We** will not cover losses not reported to the police within 24 hours of discovering the loss. (d) **We** will not cover customs or other officials legally taking or holding **your** property.
2. Credit cards **We** will cover financial loss after any credit card **you** own is misused. The most **we** will pay for any one claim is £1,000.	(a) unauthorised use by a member of **your** family; (b) any loss arising after the authority issuing the credit card has received notice of the loss; (c) any loss unless **you** have kept to the terms and conditions set by the authority who issued the card.

SECTION G

AXA SOS line

We will be able to help **you** if **you** have an emergency in the home - such as burst pipes, storm **damage** or break-in. Simply phone AXA Assistance on 0345 399 5335 and quote **Axa Insurance**.

We will offer practical advice. If **you** need, **we** will find a suitable tradesman and let **you** know the call-out time and price.

Conditions which apply to section G

1. **We** will not accept responsibility for any expenses not covered by **your policy** or any consequential loss or liability arising from the acts or neglect of the contractor or tradesperson **we** send to **you**.

You will be responsible for the costs or fees of the contractors or people at the time **we** provide help. However, **you** may be able to claim back these costs or fees as a part of a valid claim under the terms, conditions and exceptions of the **policy**.

SECTION 2

Farm Property

2A Farm outbuildings and their contents

General Definitions

Farm Buildings

All Farm outbuildings at **the Premises**, other than the domestic dwelling(s), that are used in connection with the **Business**.

Construction of Farm Buildings

Unless otherwise said, all farm outbuildings insured are built of brick, stone or concrete and are roofed with slates, tiles, concrete, asphalt, metal or sheets or slabs composed entirely of non-flammable mineral ingredients.

Excess

We will not pay the first £200.00 of every claim made under Section 2A. An **excess** is the first amount of any claim payable by the insured.

Farm Contents

The overall Sum **Insured** includes the following:

- Agricultural Produce
  Agricultural Produce and farming stock (excluding Livestock) at Your Farm, and used in connection with Your **Business**.
- Farm Machinery and Implements
  Farm machinery and implements belonging to **You** (or that **you**'re responsible for) at Your Farm and used in Your **Business** (excluding powered driven vehicles greater than 5hp, and machines implements and accessories already covered in the **policy**).
- Hay and Straw
  Belonging to **You** or **You** are responsible for at Your Farm and is used for Your **Business**.

Inflation protection cover

We will adjust the Property Damage sums insured under Section 2A at each renewal in line with suitable indices* and the renewal premium for this section will be based on the adjusted sums insured.

**For example the Retail Price Index (RPI) and the Building Cost Index (BCI) which are available through:*

https://www.ons.gov.uk/

Indemnity

What's covered	What's not covered
If the insured Property is destroyed or damaged in any of the contingencies covered in this document, we'll either pay the value of the property at the time of its loss or **damage**, pay for the **damage** to be repaired, or reinstate or replace any part of the property at **our** discretion. **Farm Outbuildings** The sum **Insured** is the value of all the Farm Outbuildings in the farm as shown on the **schedule**. **Farm Contents** The sum **Insured** is the value of all the Farm Contents in the farm as shown in the **schedule**.	**We** won't pay more than the value of the property as shown in the **schedule** that came with this document.
Fire	Not brought about through any process involving application of heat.
Lightning	

What's covered	What's not covered
Explosion (domestic boilers only)	Other than economisers or other vessels, machines or apparatuses, belonging to **you** or under **your** control, where internal pressure is due to steam only.
Aircraft and other aerial devices, or articles dropped from them.	
Earthquake	
Subterranean fire	

Optional covers under choices

What's covered	What's not covered
Storm in regard to all outbuildings that are in good condition, with no visible roof sagging, holes or gaps, and are constructed within the last 40 years, and made of steel frame, concrete, block or stone, roofed with asbestos, galvanise, cladding or slate or, unless as specifically noted otherwise on the **schedule** accompanying this **policy**.	(a) destruction or **damage** by: i. the escape of water from any natural or artificial water course or lake, reservoir, canal or dam. ii. inundation from the sea. (b) destruction or **damage** by frost, subsidence, ground heave or landslip. (c) destruction or **damage** to boundary walls, fences, gates and moveable property in the open. (d) destruction or **damage** to growing crops. (e) destruction or **damage** caused solely to changes in the water table level. (f) glasshouses, greenhouses or structures constructed or covered with plastic or polythene unless specified on the **schedule**. (g) destruction or **damage** caused to agricultural contents due to **storm**.
Impact by road vehicle, train or animal. (Optional Cover)	Excludes **damage** caused by vehicles or animals belonging to, or under the control of, the **Insured**, his family or staff.
Riot, civil commotion, strikers, locked-out workers or people taking part in labour disturbances or malicious people. **(Optional Cover)**	(a) loss or **damage** that happened through confiscation, destruction or requisition by the Government or any Public Authority. (b) loss or **damage** from cessation of work. (c) destruction or **damage** caused by Malicious people not acting for a political organisation: i. destruction or **damage** by stealing/theft ii. destruction or **damage** to any buildings that are unoccupied or disused.

What's covered	What's not covered
Falling trees (Optional Cover)	
Burst Pipes (Optional Cover)	
Bursting or overflowing fuel/fertilizer tanks (optional cover)	

2B Theft of Diesel

Indemnity

What's covered
We'll pay **You** up to £1,000 where the Farm Property Section is in place, once there was forcible and violent access to a locked tank. We'll also extend cover to include **damage** to the holding tank as a result of theft up to a maximum amount of £500.

Conditions applicable to this Subsection

Cover is subject to **you** immediately reporting any theft to the police.

2C Theft of Tools

Indemnity

What's covered

We'll pay **You** up to the Sum **Insured** as specified in the **Schedule** for theft of tools owned by **You** or that **You** are responsible for, following forcible or violent entry to, or exit from, any outbuilding covered under the Farm Property Section.

The amount payable won't exceed the Sum **Insured** option selected and stated on the **schedule**:

Option A: £5,000 **Option B: £10,000**

Conditions applicable to this Subsection

Cover is subject to the following minimum security requirements:

Tools/Implements are stored in a locked, secured Farm Outbuilding at the farm, consisting of:

- Disk Padlocked doors of solid timber or steel.
- The construction of the building is of block, brick, sheeted steel or solid concrete walls, with windows protected by solid steel bar grills, expanded metal, welded mesh, or lockable gates or roller shutters. All skylights under 5 metres in height should be protected by bar grills, expanded metal or weld mesh.
- The police must be told immediately of any theft.

It's also agreed that Average (see Clauses applicable to this Section) won't apply to this Subsection.

2D All Risks: Agricultural Equipment

Indemnity

What's covered

We'll pay **You** up to the Sum **Insured**, as shown in the **Schedule**, for fire, theft or accidental **damage** by external means to the Property owned by **You**, or that **You** are responsible for.

Special Condition applicable to this Subsection

Bulk Milk Tank. Exclusion (b) above will not apply to Bulk Milk Tanks and associated apparatus once **You** have a working contract with competent engineers to service and maintain plant and machinery associated with refrigerated, bulk milk, storage tanks, insured at intervals not exceeding 12 months.

What's not covered

Exclusions applicable to this Subsection

Other than 'General Exclusions', **We** won't cover **You** for:

(a) loss or **damage** caused by wear and tear, any gradual cause or any process of cleaning, dyeing, repairing or restoring.

(b) electrical, electronic or mechanical breakdown or derangement, unless caused by accidental **damage** to the exterior of the item.

(c) loss due to depreciation.

(d) loss by theft or any attempted theft when not in use, unless the property is contained in a secure and lockfast premises.

(e) loss or **damage** from theft or attempted theft from any unattended Vehicle, unless all doors, windows and other points of access have been securely locked and fastened and the keys removed, and any other security devices, including those fitted to trailers, have been correctly set to work.

(f) consequential loss of any kind.

(g) property in transit for hire or reward.

(h) delay, confiscation or detention by any Government or other officials or authorities.

(i) loss or **damage** directly caused by vermin, insects, toxic mould, fungus or condensation.

(j) loss, destruction or **damage** to livestock, deeds, bonds, bills of exchange, **money**, securities for **money**, bank notes, **credit cards**, stamps, precious stones, jewellery, explosives or goods of a dangerous nature or to any mechanically propelled vehicle.

General Conditions, Exceptions, Extensions and Clauses applicable to this Section

Limits of Liability

Our liability under this Section won't exceed:

1. Any one item of the **Schedule**: The Sum **Insured** in the **Schedule**.
2. All loss or **damage** during any one **Period of insurance**: The Total Sum of any Subsection **Insured** described under Section 2 of the **Schedule**.

Extensions and exceptions applicable to this Section:

What's covered

Temporary removal – agricultural produce farm machinery and equipment

They are insured under this Section while temporarily at another location or in transit by road rail or inland waterway in Northern Ireland, and Republic of Ireland.

Fire Brigade Charges

This Section includes cover for charges levied by a fire in controlling or extinguishing fire affecting or threatening to effect the property insured by this Section in circumstances that have given rise to a valid claim under **your Policy**. The maximum amount payable is £15,000 in any one period across **Policy** Section(s) 2 and 3 if insured.

Walls, gates, fences and hedges

for the purpose of this extension only, the definition of farm outbuilding includes walls, gates, fences and hedges. the maximum limit provided by this extension is £1,300 per single loss.

What's not covered

(a) property specifically insured.

(b) loss or **damage** to the electrical installation or appliances caused by self-ignition.

(c) loss or **damage** by explosion (whether the explosion is caused by fire or otherwise) except as stated in this documentation.

(d) loss or **damage** to Agricultural Produce within 20 metres of a chimney in use (unless specially stated otherwise) if the produce is in the open or in buildings not completely enclosed.

(e) loss or **damage** by spontaneous fermentation if there isn't actual ignition.

(f) flooding on any land owned or leased by **You**.

Clauses applicable to this Section:

Average (Underinsurance)
If the Sum **Insured** at the time of loss is less than the actual value of the property, the amount claimed will be reduced in proportion to the under-insurance.

Additional Interest

If **you**'re hiring, leasing or have a similar agreement in relation to a building that's affected under this insurance, **you** must let **us** know in the event of any **damage**.

Adjoining Buildings

It's understood that, unless specifically insured, small outside buildings and extensions and their contents are insured, under the terms and conditions of this **policy**.

Architects' Surveyors' and Consultants' Fees

The insurance on buildings includes an amount for Architects' Surveyors' and Consulting Engineers' Fees incurred in the reinstatement of the property insured, but not for preparing any claim. The amount payable for such destruction or **damage** plus fees won't exceed the total of the Sum **Insured** by each item.

Additional Buildings

This Section will, subject to the terms and conditions, extend to cover

(a) any newly acquired and/or newly erected buildings, machinery and equipment.

(b) alterations, additions and improvements to buildings, but not in respect of any appreciation in value anywhere in the **territorial limits**.

This provided that

(i) at any one location, this cover can't exceed 10 per cent of the total Sum **Insured** on the property or £130,000; whichever is less

(ii) **You** agree to tell **us** about additional insurance as soon as possible, and to pay the additional premium from the date of inception

(iii) this extension will be maintained regardless of any specific insurance effected under 2 above.

Basis of Settlement (Agricultural Produce)

The value of any Agricultural Produce insured by this **Policy** will be the market value at the time of loss or the sum insured under agricultural contents (whichever is less).

Basis of Settlement (Reinstatement – Farm Buildings & Fixed Milk Plant)

If the Farm Buildings or Permanently fixed Milk Plant and Machinery (described in the **Schedule**) being destroyed or damaged by an **Insured** Contingency, the basis on which the amount payable under the Section is to be calculated will be: reinstating the property destroyed or damaged subject to the following Special Provisions, and subject also to the Terms, Conditions, Exclusions, Endorsements and Limits of the **Policy**. For the purposes of the insurance under this clause "reinstatement" means the carrying out of the work namely

(a) where property is destroyed, the rebuilding or replacement by a similar property in a condition equal to, but not better, or bigger than when new.

(b) where the property is damaged, repair and restoration to a condition the same as, but not better, or more extensive, than when new.

Special Provisions to the Reinstatement Clause

1. Reinstatement must be completed within a reasonable time, otherwise no payment beyond the amount payable if this Section of this Clause was not incorporated, will be made.
2. If a property insured under this Clause is damaged or destroyed in part only, **we** will only be liable up to and including the cost of reinstatement of the entire property.
3. No payment beyond the amount payable under the Section if this Clause had not been incorporated will be made, until the cost of reinstatement has been made first.
4. Each item insured under this Clause is separately subject to the following Condition of Average namely:

   (i) If the Sum **Insured** covers 85% or less of the cost of reinstatement should the whole property be destroyed by fire, destruction or any form of **damage** covered by this **policy**, **you** will be liable to cover the remaining costs of reinstatement of the property.

   (ii) No payment beyond the amount which would have been payable under the Section, if this Clause had not been incorporated, will be made if the property or part of the property is covered under another insurance **policy** that does
   not have an identical basis of reinstatement as this Clause.

   (iii) No payment beyond the amount which would have been payable under the Section, if this Clause had not been incorporated, will be made in respect of destruction or **damage** detailed in any of the above Special Provisions. And **Our** and Your rights and liabilities in respect of destruction or **damage** will be subject to Terms, Conditions, Exclusions, Endorsements and Limits of the **Policy**, including any Condition of Average as if this Clause was not incorporated.
5. Your Property must be well maintained and Fixed Milk Plant and Machinery must be housed in suitable buildings.

Contract Price

In relation to goods that were sold but not delivered because of fire or any other cause insured against, they will be valued at the Contract Price. For the purpose of Average, the value of all goods to which this Clause would in the event of loss or **damage** the applicable shall be ascertained on the same basis.

Customers' Goods

Once they're not covered under another insurance **policy**, **your** cover will extend to cover **your** customers goods that **you** are responsible for.

Electrical

We are not liable for electrical plant or fittings that are damaged or destroyed by fire caused by self-ignition, overrunning, **excess**ive pressure, short-circuiting, self-heating or leakage of electricity. **We** are liable for **damage** or destruction caused to any other plant or fitting affected by fire spreading from the original fire.

Public Authorities

The insurance on Farm Outbuildings includes the cost of reinstating the Property **Insured** to comply with any

1. Bye-Laws of any public authority.
2. Any Act of Parliament

We won't indemnify You for

(a) costs incurred:
   i. for loss or **damage** not insured by this Section.
   ii. where **you** were served notice before the loss or **damage** happened.
   iii. where an existing requirement must be finished within a set period.
   iv. for property or parts of the property, other than foundations (unless foundations are specifically excluded), that have not suffered loss or **damage**.

(b) any charge or assessment 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 mustn't increase **Our** liability.

The maximum We'll pay won't exceed the Sum **Insured** specified in The **Schedule**.

Mortgagees

The Mortgagee in this insurance will not be prejudiced through any act or neglect of the Mortgagor or Occupier of buildings insured if it occurs without the Mortgagee being aware. The Mortgagee must, however, let **us** know in writing as soon as they become aware of an issue.

Purchaser's Clause

If **You** sell Your interest in an insured building and between exchanges of contracts and completion of sale the buildings are damaged by any insured event, the purchaser shall be entitled to the benefit from this insurance provided the buildings aren't insured by or on his/her behalf.

Reinstatement of the Amount of any Loss

In consideration of the Insurance by any item hereof not being reduced by the amount of any loss **You** undertake to pay the appropriate extra premium on the amount of the loss from the date thereof to the date of expiry of the **Period of insurance**.

Removal of Debris

This Section extends to include costs and expenses incurred by **You** with **our** consent for:

1. Removing debris
2. Dismantling and/or demolishing
3. Shoring-up or propping of the Sections of the property destroyed or damaged by any of the Contingencies but not the cost or expense:
   a. incurred in removing debris except from the site of property destroyed or damaged and the area immediately adjacent to such site.
   b. arising from pollution or contamination of property not insured by the Section.
   c. **Our** liability under this clause and the Section shan't exceed the Sums **Insured** under the Section.

Subrogation Waiver

We'll waive any rights against:

(a) Your Parent and/or Subsidiary **Company** once **you** don't receive indemnity or damages from such **Company**

(b) anyone is authorised to use the Property once the act is subject to the terms, conditions and exceptions of the **Policy**.

Tenancy

We must be notified immediately if any building or portion of building insured is let and used for non-agricultural purposes. **We** also need to be told of all tenancy changes. Your interest in the insurance won't be prejudiced by any act or neglect of the tenant(s) of any building insured if loss or **damage** is increased without Your knowledge once **you** inform **us** when **you** become aware of it. **You** must inform **us** in writing and agree to pay any additional premium.

Tenant's Improvements

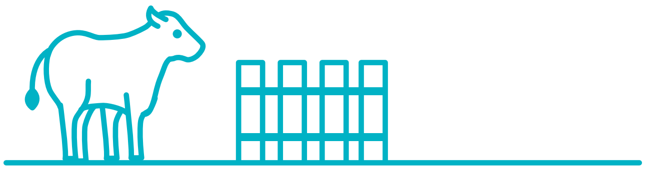
The insurance by each item on Buildings as described in the **Schedule** is understood to include tenant's improvements, alterations and decorations that **You** are responsible for.

Workmen

Workmen are allowed on Your farm to make minor structural and other alterations from time to time without prejudice to this insurance.

SECTION 3

Livestock



Definitions

Property Insured

The livestock insured in the **Schedule** all owned by **You**, and normally kept on the farm.

Livestock

Livestock are deemed to include cattle, sheep, goats and horses.

Fatal Injury (Pedigree/Accidental Fatal Injury)

A violent, external, accidental and visible act that causes death during the **Period of insurance**. It is also understood that Fatal Injury includes death by poisoning. Please note Section 3A Fatal Injury and the perils noted apply to all unspecified livestock on the farm.

Infertility (Pedigree)

Infertility is proven by production of satisfactory evidence and certification to be permanently impotent or infertile or to be permanently incapable of natural service because of accident illness or disease sustained during the **period of insurance**.

Slaughter

Slaughter within 14 days of Injury with **Our** consent or where a registered Veterinary Surgeon certifies that suffering is incurable and so excessive that immediate slaughter is essential for humane reasons.

Market Value (other than Pedigree Livestock)

The cost of replacing any animal with one of comparable worth and condition as of the time of Injury, not exceeding £6,500 per animal unless otherwise stated.

Limit of Indemnity (other than Pedigree Livestock)

We won't be liable for more than £6,500 for injury to any one animal, unless otherwise agreed by **us** in writing. **Our** overall liability won't exceed the total value specified in the **Schedule**.

Flood

Flood is defined as

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

(b) inundation from the sea

whether from **Storm** or Tempest or otherwise.

3A Fatal Injury

Indemnity

We'll pay **you** for Fatal Injury to livestock belonging to **you** or in Your care, custody or control caused solely by violent, external, accidental and visible means caused by any of the following

What's covered	What's not covered
Fire	Not brought about through any process involving application of heat.
Lightning	
Explosion	Any boiler (other than domestic boiler), economiser or other vessel in which internal pressure is due to steam.

What's covered	What's not covered
Collapse of Slatted Units Fatal Injury as a result of the immediate collapse of single slat/slats in the slatted units on **the Premises**.	
Flood Fatal Injury following flooding on land owned or leased by **You**.	The first £125 of each and every loss calculated after the condition of Average is applied.
Electrocution Fatal Injury from electrocution on **the premises**.	
Livestock on foot/Straying Fatal injury to Livestock while Straying or being led on foot on any public thoroughfare, away from **your** premises.	This excludes Straying from unfenced land, moorland or common land.
Storm	(a) loss, destruction or **damage** by: i. the escape of water from any natural or artificial water course. lake, reservoir, canal or dam. ii. inundation from the sea. iii. frost whether by **storm** or otherwise.
Poisoning Death or necessary slaughter within 14 days of poisoning event. Includes poisoning cause by gas	Indemnity is limited to a maximum of £20,000 any one incident.

3B Livestock in transit

Indemnity

What's covered	What's not covered
Livestock in Transit- (optional cover) Fatal injury to own Livestock while in Transit on any public thoroughfare in suitable vehicles. This includes loading and unloading within Northern Ireland or the Republic of Ireland. Conditions applicable to this Subsection Livestock in Transit. It's a condition of the insurance all vehicles or trailers used for the transit of Livestock **Insured** are suitably constructed for the purpose. The amount payable shall not exceed the Sum **Insured**, selected, and stated on the **Schedule**.	► The first £300 of each and every claim after the condition of average is applied.

3C Livestock Theft

Indemnity

What's covered

We'll pay **You** for loss (but not **damage** to, or injury) to livestock stolen and unrecovered as a result of theft.

What's not covered

- Loss where the Insured, any member of the Insured's family or household, or any employee is a principal or accessory.
- Loss of livestock stolen from unfenced or common lands.
- Loss occurring outside Northern Ireland
- Any loss not reported to police within 48 hours.
- Any loss where there's no evidence of theft of any loss.
- Any loss while livestock are in transit from the time of loading on to a vehicle, to the time of unloading at the final destination including any periods while parked or stationary.
- Loss of Poultry or Pigs.
- **Excess**. The first £500 of each and every loss.

The amount payable won't exceed the Sum **Insured** stated on the **Schedule**.

3D Sheep Worrying

Indemnity

What's covered

We will pay **You** for Fatal injury or necessary slaughter, occurring within seven days to sheep, resulting solely and directly from any dog attack or worrying by dog(s).

Conditions applicable to this Subsection

The police must be notified of any incidence of loss immediately.

What's not covered

- Cover doesn't apply to Fatal Injury caused by dog(s) **You** own or are owned by any member of Your family living in Your household or in Your custody.
- **Excess**. The first £100 of each and every loss.

The amount payable won't exceed the Sum **Insured** option selected and stated on the **Schedule**.

Option A: £4,500 **Option B: £7,500** **Option C: £10,000**

3E Pedigree Livestock

Indemnity

What's covered

We'll pay **You** for fatal injury or infertility to any animal specified in the **schedule** following an accident, illness or disease or its necessary slaughter (under certificate by a duly qualified veterinary surgeon) within 14 days of such accident – but only to the market value of the animal at the time of the accident

The amount payable won't exceed the Sum **Insured** stated on the **Schedule**.

What's not covered

- Fatal injury to any animal who is 5 years or older at inception of the **policy** cover, and no renewal will be offered for any animal over 7 years.
- Any animal in respect of congenital infertility.
- Depreciation of any kind.
- For injury to any horse that happens during, or while preparing for, racing hunting, show jumping, gymkhanas or other competitive event.
- Fatal injury to Sheep caused by dog attack or dog worrying.
- Guard dogs/dogs noted and /or deemed to be dangerous on the dangerous dogs act and/or any household pets

The amount payable won't exceed the Sum **Insured** stated on the **Schedule**.

We will require a proof of purchase/valuation, copy of pedigree papers/ dog passport(with microchip number) and a vet certificate confirming the animal is health and does not have any visual health issues within 14 days of inception

General Conditions, Exceptions and Extensions applicable to this Section

Limits of Liability

The limit of **Our** liability under this Section will be:

1. Any one animal – The Livestock Market Value as defined up to a max of £6,500
2. Any one item of Livestock in the **Schedule** — the Sum **Insured** as noted in the **Schedule**.
3. All loss or injury during any one **Period of insurance** — the Total Sum **Insured** as noted in the **Schedule**.
4. **You** must dispose of the animal or carcass and obtain the best price for it or **You** must claim from any statutory compensation scheme where one is available. **We** will reduce any claim payment by this amount
5. Animals must be disposed of within department of agriculture guide lines

General Conditions applicable to this Section

Reasonable precautions

In the event of an accident that may give rise to a claim, **You** need to immediately arrange for

(a) adequate attention and treatment.

(b) a Veterinary Surgeon's report on the condition of the Livestock **Insured**.

(c) advise **Us** immediately after any Injury is discovered.

Average (Underinsurance)

The total value of all livestock owned by **You** or in transit at any one time has been declared by **You** in the **Schedule**, and if at the time of any loss, that sum is less than the Market Value of the Livestock **Insured**, **You**'ll be considered Your own Insurer for the difference, and will carry a share of the loss.

Maintenance of Walls and Fencing

All walls, fences and slatted units enclosing areas where livestock are kept be maintained in adequate condition.

General Exceptions applicable to this Section

What's not covered

1. This Section doesn't cover Fatal Injury to livestock from:
   a. slaughter without **Our** consent, except in cases of fracture of a bone or bones requiring immediate slaughter on humane grounds.
   b. destruction to comply with requirements of any Statute or any order, a Minister of the Government, a Government Department or Local Authority.
   c. pregnancy, parturition or castration.
   d. any surgical operation or administering medication.
   e. any accident sustained somewhere other than Northern Ireland or Republic of Ireland.
   f. horses ridden for hunting, racing, show-jumping, trials or other competitive events.
   g. malnutrition or neglect.
   h. any animals transported for hire or reward.

2. No payment will be made for the same animal under more than one of the contingencies insured in connection with the same loss.

3. Any consequential loss arising from the death of an animal.

Extensions applicable to this Section

What's covered	What's not covered
Veterinary Surgeon's Fees We'll pay Veterinary Surgeon's Fees up to £130 per animal for Injuries caused by an **Insured** Contingency, where the Injury is likely to prove fatal, regardless of whether treatment leads to the recovery of the animal.	**We** won't pay for fees incurred after 30 days from the Injury.
Removal of Debris An amount up to £75 per animal or £1,000 in total in any one **Period of insurance** for which **You**'re liable to a slaughter house or bona fide disposal centre for the removal of any carcass incurred as a direct result of loss under 3(A) and 3(D) of this Section.	

SECTION 4

Liabilities

Definitions

Employee

(a) anyone under a contract of service or apprenticeship with **you**.

(b) anyone hired to or borrowed by **you**.

(c) anyone in a work experience or training scheme.

(d) any labour master or person supplied by him.

(e) anyone engaged by labour only sub-contractors.

(f) anyone self-employed working on a labour only basis under **your** control or supervision.

(g) any voluntary helper while working for **you** on the **Business**.

Injury

Death, bodily injury, illness or disease.

Please note that **you** cannot claim under both Section 1 (Private dwelling house and contents) and Section 4 (Liabilities) in relation to Public and/or Employers liability for the same incident

4A Public and Products Liability

Indemnity

What's covered

We'll cover **You** for sums **You** are legally liable to pay as damages, costs and expenses shown below for accidental:

(a) injury to anyone.

(b) loss of, or **damage** to, material property.

(c) obstruction, trespass, nuisance, or interference with any right of way, air, light, water or other easement to **your** land that happens in the **Territorial limits** during the **Period of insurance**.

   i. happening in the course of the **Business**.

   ii. caused by any nature or condition of anything sold or supplied by **You** (or its container) in the course of the **Business**. The limit of indemnity under Public Liability is £5,000,000 any one claim unless otherwise agreed.

Cost and expenses

What's covered	What's not covered
1. Other costs and expenses (with **Our** prior written permission) of any claim that could be the subject of indemnity under this Subsection.	
2. Solicitors fees (with **Our** written permission) for **a.** defence in any Court of Summary Jurisdiction of any proceedings brought against **You**. **b.** representation at a Coroners Court or Fatal Accident Inquiry for any death that may be indemnified under this Subsection.	
3. Legal costs and expenses incurred by **You**, and at the request of **You**, any director or Employee, with **Our** written consent, and costs awarded against **You** in connection with a prosecution (including an appeal) as a result of an alleged offence occurring during the **Period of insurance** under the **Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978** or similar safety legislation of Northern Ireland once: **i.** the proceedings relate to the safety, health or welfare of someone other than Employees.	**We** won't indemnify **You** in respect of **i.** fines or penalties. **ii.** costs and expenses incurred by any other **Policy**.

Limit of Indemnity

Our liability for all damages payable to any claimant or number of claimants as a result of any one occurrence (or series of claimants from one source) won't exceed the Limit of Liability stated in the **schedule**. The Limit of Liability is the maximum amount payable in any one **Period of insurance** for anything sold or supplied by **You**.

Exclusions to Subsection 4A Public and Products Liability

What's not covered

1. Animal

We won't be liable for any claim for an animal (the property of Yours or any member of Your family or household) that has shown signs of viciousness or sheep worrying.

What's not covered

2. Asbestos

We won't be liable for any claim arising, or directly or indirectly resulting from, the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of, or exposure to asbestos or materials containing asbestos, whether or not there is another cause that may have contributed to the claim.

In relation to loss or **damage** to property, only the part of any claim that arises out of the manufacture, mining, processing, distributions, testing, remediation, removal, storage, disposal, sale, use of, or exposure to asbestos is excluded.

3. Contractual Liabilities

We won't be liable for any claim agreed by **You** that would not have been **your**s had **you** not agreed to it, unless the conduct and control of claims is vested in **Us** but indemnity shall not apply to:

(a) liquidated damages, penalties, fines, aggravated, restitutionary, punitive, vindictive or exemplary damages.

  i. any contract for or including work outside the **Territorial limits**.

  ii. any tenancy agreement.

(b) legal liability that is **your**s through an express warranty, indemnity or guarantee given by **You** for any Products Supplied, and that wouldn't be **your**s in the absence of such warranty or guarantee.

4. Contractors

We won't be liable for any claim for loss or **damage** caused by any sub-contractor to **You** or by their employees.

5. Craft

We won't be liable for any claim on the ownership, possession, hire or use by or on Your behalf of any craft (air or waterborne), or the loading or unloading of such craft.

6. Damage to Property

We won't be liable for any claim of loss or **damage** to:

i. property belonging to **You**.

ii. property that is leased, let, rented, hired or lent to, or that is the subject of a bailment to **You**.

iii. that part of any property that **You** or any Employee are or have been working on.

This exclusion doesn't apply to employee's or visitor's personal effects in Your custody and control (including vehicles and contents) other than loss or **damage** coming from under an agreement unless such liability would have attached to **You** in the absence of such agreement.

7. Damage to Goods Supplied

We won't be liable for any claim for:

(a) any costs incurred in recalling, repairing, replacing, or modifying any product sold or supplied.

(b) the cost, value or reduction in value of any products sold or supplied, or replacement repair, removal, rectification or reinstatement of any product sold or supplied, where legal liability comes from a defect, harmful nature or unsuitability.

8. Defective Premises

We won't be liable for any claim for fixing defects or alleged defects in land or premises sold or disposed of by **You** or for any reduction in value.

What's not covered

9. Deliberate Acts

We won't cover any claim of liability from a deliberate act or omission by **You** that could reasonably have been expected of **You** knowing the nature and circumstances of the act or omission.

10. Employee

We won't be liable for any claim of Injury to any Employee.

11. Family/Household

We won't be liable for any claim of Injury, illness, or disease of anyone who is a member of Your Family or Household.

12. Goods Supplied to North America or Canada

We won't be liable for Injury, loss or **damage** to property caused by or in connection with anything sold or supplied by **You** that, to Your knowledge, are directly or indirectly exported to the United States of America or Canada.

13. Overseas establishment exclusion

We will not cover claims caused by or arising from any associated or subsidiary **company** of **your**s, or any of **your** branch offices, or any representative of **your**s with power of attorney, registered, having premises or resident outside the **territorial limits**.

14. Pollution and Contamination

(a) **We** won't be liable for any claim of Pollution or Contamination, other than caused by a sudden, identifiable, unintended and unexpected incident that takes place at a specific time and place during the Insurance Period.

All Pollution and Contamination from one incident shall be deemed to have happened at the time the incident takes place.

(b) **Our** liability for all compensation payable in relation to all Pollution or Contamination (that is deemed to have occurred during any one **Period of insurance**) won't exceed the Limit of Indemnity stated in the **Schedule**.

(c) For the purpose of this Clause, "Pollution or Contamination" shall mean:

i. all pollution or contamination of buildings or other structures, or of water or land or the atmosphere.

ii. all loss or **damage**, or injury directly or indirectly caused by pollution or space contamination.

(d) Section 4B may provide **excess** Pollution and Contamination coverages subject to the terms conditions and exceptions of the section

15. Professional Advice

We won't be liable for any claim for professional services, lack in care, or skill in the giving of professional or other advice or treatment by **You** (or anyone in **your** service) in connection with the **Business**.

16. Property Used Elsewhere

We won't be liable for Injury, loss or **damage** from the use of land or buildings owned or rented by **You** and not forming part of **the premises** described in the **Schedule**.

What's not covered

17. Property Construction (Also applicable to Subsection 4C)

We won't be liable for Injury, loss or, **damage** in connection with any construction, renovation, alteration or demolition work on Buildings unless **We** are notified of this work beforehand and **you** give **us** full details of this work including wages.

18. Quarries (Also applicable to Subsection 4C)

We are not liable for Injury, loss or **damage** in connection with any commercial use of a quarry or sandpit. Liability to disused quarries is specifically excluded unless the quarry is fully fenced to prevent public access.

19. Tree Felling

We are not liable for any claim for tree felling, other than the felling of trees for Your own use.

20. Vehicles (Subsection 4A)

We are not liable for any claim for:

(a) any vehicle that insurance or security is required for by road traffic legislation if the vehicle is owned, leased, hired, borrowed, or used by **You** or by the person seeking indemnity.

(b) any trailer or implement that insurance or security is required for by road traffic legislation if such trailer or implement is owned, leased, hired, borrowed, or used by **You** or by the person seeking indemnity.

(c) the loading or unloading of such vehicle trailer or implement.

(d) the bringing of a load to a vehicle trailer or implement to load it.

(e) the taking away of a load from a vehicle trailer or implement after unloading it.

(f) where a motor insurance contract already covers the vehicle, or where compulsory insurance or security is required by road traffic legislation.

For vehicles that don't need compulsory insurance or security by law, **we** won't accept liability unless **you** have advised details to **us** beforehand and paid a premium on them.

21. Weakening of Supports

We won't be liable for any claim for loss or **damage** to any land, property, building or structure caused by vibration or the removal or weakening of support.

22. **You** owning, using, controlling, supervising or keeping dogs termed as dangerous under the Dangerous Dogs Act 1991, and the Orders made pursuant to that Act, to include any further amendments thereto;

Additional Clauses applicable to Subsection 4A Public and Products Liability

Cross Liabilities

If more than one **Insured** is referred to in the **Schedule**, this Section applies to each one as if a separate **Policy** had been issued to each – once the total indemnity payable to all parties doesn't exceed the Limit of Indemnity.

Adjustment of Wages and Acreage

The premium for this Section has been calculated on all estimates of wages and acreage supplied by **You**. **You** should keep an accurate record of every employee (including Your Family and Household if they are specifically included on Your **Schedule**), together with wages, salaries and other earnings paid to these employees. **You**'ll need (at any reasonable time) allow **Us** to inspect **your** records. At the end of each **Period of insurance**, **you** should supply **Us** with a correct statement or if requested by **Us**, figures certified by Your auditors so that the premium for that period can be calculated and the difference paid by or to **You**.

Discharge of Liability

We may pay the Limit of Indemnity or any lesser amount so that any claim or claims against **You** can be settled. **We** shall not be under any further liability in respect of such claim or claims except for costs or expenses incurred before any payment.

Tenants Liability

The exclusion referred to in 6 **Damage** to Property (ii) above this Sub Section won't apply as long as

(iv) loss or **damage** arising under agreement, unless liability would have attached to **You** in the absence of such agreement.

(v) the first £300 of any claim caused, other than by fire or explosion.

(vi) loss or **damage** caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by **You**.

4B Environmental Liabilities

For this section (4B) only **Our, Us**, **We** will mean XL Insurance **Company** SE

Your insurer for this section (4B) is XL Insurance Company SE

Section 4B of the Policy is written on a "claims made and reported" basis. It requires that an Environmental Claim is made against You during the Period of insurance and reported to **Us** during the same Period of insurance or within thirty (30) days of the expiry date of the Policy. Section 4B also requires that You notify **Us** of any emergency measures carried out by You that give rise to Emergency Costs as soon as possible. Section 4B may also have other provisions that are different from other policies You have purchased. Please read this section carefully.

The cover provided under this section complements cover provided under the following:

The cover provided under this section complements cover provided under the following:

4A (Public Liability)

such that this section will only provide cover (in accordance with the terms and conditions below) where those sections do not do so.

Definitions applying to Section 4B – Environmental liability

The definitions which apply to this section are in addition to the general definitions.

Wherever the following words appear in this section they will always have the following meanings and start with a capital letter and bold print.

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.

Agriculture

1. Dairy farming;
2. the production of any consumable produce which is grown for sale or for consumption or other use for the purposes of a trade or business or of any other undertaking (whether carried out for profit or not);
3. the use of land as grazing meadow or pasture land or osier land or woodland or for market gardens or nursery;
4. Agricultural Contracting; or
5. the following specified associated activities:

(a) Leisure activities – camping, caravan, bed & breakfast;

(b) Livestock activities – horse livery, cattery/dog kennel, shooting, fishing;

(c) Retail activities– farm shop, open farm; and

(d) Property activities – occupation by You of residential property and / or the letting of real property owned by You for residential, commercial or retail use.

For the avoidance of doubt, Agriculture does not include any Excluded Activities.

Appointed Loss Adjustor

The company appointed by **Us**, whose authority is strictly limited to the authority specified in the Pollution Response Extension and Conditions sections of this Section 4B. The contact details for the Appointed Loss Adjustor are specified under 'Important Information, Making a Claim' at the end of this section. For the avoidance of doubt, the Appointed Loss Adjustor is not **Our** agent for any other activity including but not limited to Pollution Response and/or the recommendation of any consultant(s) or contractor(s) to You.

Bodily Injury

Bodily injury, death, disease, illness or nervous shock.

Clean-up Costs

Costs:

1. to investigate, assess, remove, dispose of, treat, abate, remediate, contain, neutralise or monitor any Pollution Condition provided that payment of such costs is required by law enacted to impose liability for a Pollution Condition, and
2. to carry out any preventive measures, emergency remedial actions or remedial measures as specified in the Environmental Liability Directive, provided that such costs have been incurred by:

(a) You or on Your behalf; or

(b) a governmental authority acting under authority of a law enacted to impose liability for a Pollution Condition or Natural Resource Damage.

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

Clean-up Costs also include Emergency Costs with the exception of Emergency Costs for Illegal Waste.

Communicable Disease

Any illness, sickness, disease, infection, condition, or disorder caused by any contact with or exposure to any virus, parasite, or bacteria or any disease-causing agent of any nature.

Covered Location

The principal farm address and total acreage used by You as stated in the Schedule provided that the location is used predominantly for Agriculture (with other permitted activities as accepted and listed in the Schedule) and is within the Territorial limits.

Emergency Costs

Reasonable and necessary expenses for emergency measures carried out by You at Your sole initiative without the prior approval of the Appointed Loss Adjustor where You have no choice but to carry out such measures because any delay by You in immediately carrying them out could result in a Pollution Condition or Natural Resource Damage or a significant increase in the cost of dealing with an Environmental Claim. The maximum indemnity limit for Emergency Costs is £50,000. Emergency Costs do not include Pollution Response Costs or any costs that involve or are otherwise based upon or arise out of Illegal Waste.

Environmental Claim

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

Environmental Defence Costs

Reasonable and necessary legal fees, fees paid to technical or other experts, costs, charges and expenses in the investigation, adjustment or defence of an Environmental Claim, provided such fees, costs, charges and expenses are incurred with **Our** prior written approval, which approval will not be unreasonably withheld or delayed. Environmental Defence Costs do not include time and expense incurred by You, nor salaries of Employees in assisting in the investigation or resolution of an Environmental Claim, nor fees and expenses of lawyers or other experts retained by You.

Environmental Excess Amount

The first amount payable by You for each and every claim under this section as stated in the Environmental Excess Amounts applicable to this section.

Environmental Liability Directive

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

Environmental Loss

1. Accidental Bodily Injury to any person; and
2. Accidental Property Damage

occurring during the Period of insurance in the Territorial limits and caused in connection with Agriculture or arising out of any Agricultural Contracting, or arising during Transportation.

Environmental Retroactive Date

The date specified in the Schedule for Section 10 or, if no date is specified in that Schedule, the inception date of the earliest policy under which You have purchased

1. this section of the Policy, or
2. coverage that provides materially the same cover as that provided under this section of the

Policy and You have provided satisfactory evidence to show **Us** that it is materially the same, provided that You have continuously maintained coverage under 1. or 2. above and further provided that the maximum period between the Environmental Retroactive Date and the inception date of this Policy under 2. above shall be no greater than five (5) years unless another Environmental Retroactive Date is specified in the Schedule.

Excluded Activities

1. any activities falling outside of the definition of Agriculture or Agricultural Contracting;
2. any activity including but not limited to intensive farming that requires a permit or an exemption under the Environmental Permitting (England and Wales) Regulations 2016, as may be amended

or re-enacted from time to time, or equivalent legislation in Scotland or Northern Ireland, with the sole exception of waste exemption T23 for aerobic composting and associated prior treatment (or an equivalent exemption in Scotland or Northern Ireland);

3. collection, storage, transportation, spreading or spraying of human waste;
4. crop spraying undertaken by any person not holding the appropriate certification;
5. non-recreational fish farming;
6. for Agricultural Contracting only, the spraying of pesticides, herbicides, insecticides, and fungicides;
7. any waste collection, storage, transfer, treatment, incineration, landfilling and/or disposal that is not associated with Agriculture and/or is unlawful; or
8. waste water treatment.

Genetically Modified Organism

An organism or microorganism, or the organisms or microorganisms from which they have been derived, in which the genetic material has been altered in a way that does not occur naturally by mating and/or natural recombination.

Illegal Waste

Any Pollutants or any drums, tanks or similar containers holding, or that have held, Pollutants that have been abandoned in, on or at Your Covered Location by anyone other than You, and without Your knowledge or consent.

Limit of Indemnity

Our liability under this Section 10 shall not exceed the Limit of Indemnity stated in the Schedule.

Natural Resource Damage

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

Pollutants

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

Pollution Condition

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

Pollution Response Costs

means fees incurred by You for Your appointment of the Appointed Loss Adjustor to assist You in responding to a Pollution Condition or Natural Resource Damage for which You may be, or are, legally liable for Clean-up Costs arising from Agriculture at a Covered Location, or arising from Agricultural Contracting or Transportation. Pollution Response Costs do not include Clean-up Costs or Emergency Costs whether or not such Clean-up Costs or Emergency Costs are incurred by You pursuant to the recommendation of a consultant, contractor or any other person by the Appointed Loss Adjustor.

Property Damage

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

Slurry Lagoon

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

Terrorism

The commission or threat of:

1. an act of force or violence;
2. an act which causes Natural Resource Damage or a threat of Natural Resource Damage;
3. an act otherwise dangerous to any person, property, animals or the environment, including but not limited to the use of or the discharge, dispersal, release, seepage, migration or escape of any Pollutant(s) into or upon land or structures thereupon, the atmosphere, or any watercourse or body of water or groundwater; or
4. an act which disrupts or interferes with any public or private system including but not limited to communication, electronic, information, mechanical, delivery or transportation,

where the stated or implied purpose or effect of any such act or threat is to cause chaos; to intimidate, coerce or disrupt a government, the military or civilian population or any portion thereof, or any segment of **business**, industry or the economy; to further political, ideological, religious, social or economic objectives; or to express (or express opposition to) a philosophy or ideology.

Transportation

The carriage including loading and unloading of property owned by You on public or private roads within the Territorial limits only by You or Your 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 Agriculture.

Underground Storage Tank(s)

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

Indemnity

What's covered

Cover

We will, subject to Environmental Excess Amounts and Limit of Indemnity stated in this section or the Schedule, indemnify You against Environmental Loss and Clean-up Costs that **You** are legally liable to pay resulting from:

1. a Pollution Condition or Natural Resource Damage

(a) in, on, at, under, or emanating from a Covered Location arising in connection with Agriculture carried out by You at a Covered Location,

(b) arising out of any Agricultural Contracting, or

(c) arising during Transportation, and

2 Environmental Defence Costs connected with any such Environmental Loss or Clean-up Costs, provided that:

(a) the Pollution Condition or Natural Resource Damage commences on or after the Environmental Retroactive Date and results in an Environmental Claim;

(b) the Environmental Claim is first made against You during the Period of insurance; and

(c) You notify **Us** of the Environmental Claim in writing during the Period of insurance or within thirty (30) days of the expiry date of this Policy

We will also indemnify You for Emergency Costs resulting from a Pollution Condition or Natural Resource Damage as specified in Section 1 (a) to (c) above provided You notify **Us** as soon as possible of the emergency measures carried out by You that give rise to such Emergency Costs.

Pollution Response Extension applying to Section 4B – Environmental liability

The Cover under this section is extended to include the following:

We will also pay You for

1. Pollution Response Costs, and
2. the reasonable and necessary expenses for emergency measures carried out by You at the specific recommendation of the Appointed Loss Adjustor because any delay by You in immediately carrying out such measures could result in a Pollution Condition or Natural Resource Damage or a significant increase in the costs of dealing with a Claim.

Limit of indemnity

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

If **We** conclude that You are not covered for Environmental Loss, Clean-up Costs, Emergency Costs and Environmental Defence Costs under this Section 4B, **Our** liability for Pollution Response Costs incurred by You shall cease immediately following the receipt by You of **Our** written conclusion(s).

For the avoidance of doubt, **We** shall continue to be liable to You for the payment of Pollution Response Costs prior to Your receipt of **Our** written conclusion(s) that **We** are not liable under this Section 4B. **We** shall not, however, be liable for any other liability which **We** conclude is not covered by this Section 4B regardless of the time at which **We** make that conclusion.

What's not covered

Environmental excess amounts

We shall not be liable for the following Environmental Excess Amounts of each and every claim under this section in respect of the following:

Each and every Pollution Condition or Natural Resource Damage (except Illegal Waste) £500

Each and every Pollution Condition or Natural Resource Damage arising from Illegal Waste £5,000

We have not authorised the Appointed Loss Adjustor to advise on, or to agree to, any matter relating to **Our** liability, rights or obligations. For the avoidance of doubt, the Appointed Loss Adjustor is also not **our** agent for any other activity including but not limited to the appointment of or recommendation by any consultant(s) or contractor(s) to You.

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

Exclusions applying to Section 4B – Environmental liability

What's not covered

1. **We** will not provide indemnity based upon or arising out of any Pollution Condition or Natural Resource Damage resulting from or related directly or indirectly to any Above Ground Storage Tank at a Covered Location which at the time of the accidental event that caused the Pollution Condition or Natural Resource Damage is:

2. **We** will not provide indemnity based upon or arising out of:

(a) the replacement, repair, restoration, improvement or adding to, any equipment or facility, whose defectiveness or inefficiency gives rise to any Pollution Condition or Natural Resource Damage, or breach of any law, permit, notice, order or other written instruction from any public authority or representative; or

(b) any Pollution Condition or Natural Resource Damage arising out of a deliberate act or omission, wilful misconduct or gross negligence on Your part with regard to the maintenance, replacement, repair, restoration, monitoring or improvement of any equipment or facility;

3. **We** will not provide indemnity based upon or arising out of Your assumption of liability in a written agreement or a breach of an agreement to which You are a party. This exclusion does not apply to liability that You would have in the absence of such agreement;

4. **We** will not provide indemnity based upon or arising out of any injury to any Employee, director, officer, partner, temporary worker or leased worker of You or under any employer's liability, unemployment compensation or disability benefits law or similar law;

5. **We** will not provide indemnity based upon or arising out of any injury to any Employee, director, officer, partner, temporary worker or leased worker of You or under any employer's liability, unemployment compensation or disability benefits law or similar law;

6. **We** will not provide indemnity based upon or arising out of any Excluded Activities;

7. **We** will not provide indemnity based upon or arising out of criminal, civil or administrative fines, penalties, exemplary or aggravated damages;

8. **We** will not provide indemnity based upon or arising out of any Genetically Modified Organism;

9. **We** will not provide indemnity based upon or arising out of any Pollution Condition or Natural Resource Damage that results from the intentional disregard of, or the deliberate, wilful or dishonest non-compliance, by You with any law, permit, notice, order or other written instruction from any public authority or representative or the Environmental Liability Directive;

10. **We** will not provide indemnity based upon or arising out of the existence, removal or abatement of any of the following:

(a) lead based paint in, on or applied to any fixture, building or other structure, or pipes containing lead or painted with lead based paint; or

(b) asbestos or asbestos containing materials in, on or applied to any fixture, building or other structure. This exclusion does not apply to Clean-up Costs with respect to soil, groundwater and surface water;

What's not covered

11. **We** will not provide indemnity based upon or arising out of a material change in the use of any Covered Location from that set forth by You in the application or other supplemental materials submitted to Us as of the Environmental Retroactive Date and/or prior to the inception date of this Policy;

12. **We** will not provide indemnity based upon or arising out of any Pollution Condition or Natural Resource Damage at, or emanating from any Covered Location where the Pollution Condition or Natural Resource Damage commenced subsequent to the time such Covered Location was sold, given away, or abandoned by You, or divested involuntarily;

13. **We** will not provide indemnity with respect to Property Damage only, damage to any property that is owned, leased or permanently operated from or by You or in the care, custody or control of You or Your Employee even if damage to such property is incurred to avoid or mitigate Environmental Loss, Clean-up Costs or Emergency Costs or to respond in any way to any Pollution Condition or Natural Resource Damage. This exclusion does not exclude cover for costs necessarily incurred by You to repair, restore or replace real or personal property at a Covered Location which is damaged while incurring Clean-up Costs;

14. **We** will not provide indemnity based upon or arising out of any Pollution Condition or Natural Resource Damage that commenced prior to the Environmental Retroactive Date

15. **We** will not provide indemnity based upon or arising out of any products supplied or any goods, materials or products, including their containers, manufactured, sold, handled, distributed, supplied, altered or repaired by You or on Your behalf. This includes reliance upon a representation or warranty made at any time with respect to goods, materials or products, but only if the Pollution Condition or Natural Resource Damage occurs away from a Covered Location or after physical possession of such goods, materials or products has been relinquished to others;

16. **We** will not provide indemnity based upon or arising out of any:
    (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
    (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

17. **We** will not provide indemnity based upon or arising out of any based upon or arising out of any sheep dipping which has used, or is using, Synthetic Pyrethroids, Cypermethrin and/or Organophosphates;

18. **We** will not provide indemnity based upon or arising out of any Pollution Condition or Natural Resource Damage resulting from or related directly or indirectly to any Slurry Lagoon at any Covered Location which at the time of the Environmental Claim is not designed, constructed, maintained and used in full compliance with all applicable legislation;

19. **We** will not provide indemnity based upon or arising out of any Pollution Condition or Natural Resource Damage resulting from or related directly or indirectly to any Slurry Lagoon at any Covered Location which at the time of the Environmental Claim is not designed, constructed, maintained and used in full compliance with all applicable legislation;

    This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to Environmental Loss, Clean-up Costs, Emergency Costs, Pollution Response Costs, or Environmental Defence Costs;

What's not covered

20. **We** will not provide indemnity based upon or arising out of the existence of any Underground Storage Tank at a Covered Location the existence of which was known to You at the inception date of this Policy;

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

    (a) an in-ground treatment process tank open to the atmosphere;

    (b) a flow through process tank, storm-water or waste water collection system, pit or septic tank; or

    (c) a storage tank situated in an underground area (such as a basement, cellar, mine shaft or tunnel) if the storage tank is situated upon or above the surface of the floor; or

    (d) a storage tank containing slurry which is constructed, maintained and used in full compliance with all applicable legislation and/or regulation.

21. **We** will not provide indemnity based upon or arising from a pecuniary loss suffered by any person and not caused by Bodily Injury or Property Damage

22. **We** will not provide indemnity 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 Section 4A (Public Liability) **We** will not provide indemnity where cover provided by this section will be in excess of any such coverage but only where applicable to the coverage afforded under this section

23. **We** will not provide indemnity based upon or arising out of exposure to humans or animals infected with a communicable disease, or contact with bodily fluids of humans or animals infected with a communicable disease.

Conditions applying to Section 4B – Environmental liability

The following conditions which apply to this section are in addition to the general conditions.

1. If more than one Environmental Claim is made in respect of the same or a related Pollution Condition or Natural Resource Damage happening prior to the expiry date of this Policy each of the Environmental Claims shall:

(a) be deemed to have been made at the point in time when the first of the Environmental Claims was made in writing,

(b) only be the subject of indemnity if they are first made against You within five (5) years of the first Environmental Claim and relate to a Pollution Condition or Natural Resource Damage,

provided that any Periods of Insurance subsequent to the date of claim being made as above shall exclude indemnity in respect of any Environmental Claims arising out of such Pollution Condition or Natural Resource Damage.

2. In the event any Environmental Claim is made against You for Environmental Loss or Clean-up Costs, You will give to the Appointed Loss Adjustor, whether orally or in writing, notice of the particulars with respect to the time, place and circumstances thereof, along with the names and addresses of the injured and of available witnesses as soon as practicable. In the event of oral notice, You agree to furnish a written report to the Appointed Loss Adjustor as soon as practicable.

3. You shall forward to the Appointed Loss Adjustor every demand, notice, summons, order or other process including but not limited to written communications from a public authority received by You or Your representative as soon as practicable.

4. No costs, charges or expenses will be incurred, nor payments made, obligations assumed or remediation, preventive measures or remedial measures commenced without **Our** or the Appointed Loss Adjustor's prior written consent which will not be unreasonably withheld or delayed. This provision does not apply to Emergency Costs incurred by You.

5. **We** shall have the right, in **Our** sole discretion, to assume the conduct of the defence and settlement of any Environmental Claim.

6. If other valid, collectible insurance with any other insurer is available to covering Loss, Cleanup Costs and/or Emergency Costs, or Pollution Remediation Costs cover afforded by this Section

shall be in excess of and shall not contribute with such other insurance. The reference to other insurance shall include cover provided by this policy in:

Section 4A Public Liability, Exclusion 14.

Nothing shall be construed to make this Section 4B subject to the terms, conditions, and limitations of such other insurance, except for terms of this policy which are in sections stated as 'general' terms and where these terms apply to Section 4B.

7. Where a Covered Location(s) is added to this Policy after the Environmental Retroactive Date, the indemnity will only apply to a Pollution Condition or Natural Resource Damage relating to such a Covered Location(s) that commenced on or after the date on which the Covered Location(s) was added.

Claims notification for section 4B

Immediately contact the Appointed Loss Adjuster for this section – Telephone 0207 933 7334

Regulatory information:

In respect of Section 4(B) Environmental Liabilities Your insurer is:

(a) XL Insurance **Company** SE

XL Insurance **Company** SE is regulated by the Central Bank of Ireland and is deemed authorised and regulated by the Financial Conduct Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Registered Office 8 St. Stephen's Green, Dublin 2 D02 VK30, Ireland.

Registered in Ireland Number 641686.

You can check this information on the Central Bank of Ireland's website at www.centralbank.ie which includes a register of all the firms they regulate

(b) XL Catlin Services SE

XL Catlin Services SE is regulated by the Central bank of Ireland and is deemed authorised and regulated by the Financial Conduct Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Registered in Ireland. Registered Office XL House, 8 St Stephens Green, Dublin 2, Ireland. Registered in Ireland Number 659610.

We are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

If You have any questions or concerns about the policy or the handling of a claim please contact Your broker through whom this policy was arranged.

If You wish to make a complaint in relation to Section 4B Environmental Liabilities You can do so at any time by referring the matter to:

Complaints Department

XL Catlin Services SE

8 St Stephens Green Dublin 2 D02 VK30

E-mail: XLICSEComplaints@axaxl.com

Telephone Number: +353 (1) 607 5300

XL Catlin Services SE acts on behalf of XL Insurance **Company** SE in the administration of complaints.

Your complaint will be acknowledged, in writing, within 5 (five) business days of it being made.

If **we** can't settle your complaint you may be able to refer your complaint to an independent organisation for review. Which organisation it will be depends on the nature of the complaint and your country of residence, **we** will advise you at the time. In some cases it may be the Financial Ombudsman Service (FOS) within the United Kingdom. Please note all complaints must be referred to the FOS within six months of receiving the business's Final Response to your complaint.

If you would like further information about the Financial Ombudsman Service you can:

- Write to them at info@financial-ombudsman.org.uk
- Call them on 0800 023 4567
- Find more details on their website Financial Ombudsman Service: **our** homepage (financial-ombudsman.org.uk)

4C Employers Liability

Indemnity

What's covered

We'll indemnify **You** against all sums that **You** become legally liable to pay as damages, together with costs and expenses shown below, for Injury sustained within the **Territorial limits**, during the **Period of insurance** by any Employee arising out of his/her employment by the **Insured** in the course of the **Business**. The limit of indemnity for employers liability is £10,000,000.

Costs and Expenses

What's covered

1. costs and expenses of claimants for which **You** are legally liable.

2. other costs and expenses incurred (with **Our** written consent) in relation to any claim that may be the subject of indemnity under this Subsection.

3. solicitor's fees incurred (with **Our** prior written consent) for
   a. defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory duty resulting in injury.
   b. representation at a Coroner's Court or Fatal Accident Inquiry in respect of any death that may be the subject of indemnity under this Subsection.

Limit of Indemnity

Our liability under this Subsection for damages costs and expenses payable in relation to any one claim against **You** or series of claims against **You** arising out of one event won't exceed the amount stated in the **Schedule**.

Exclusions to Subsection 4C Employers Liability

What's not covered

Agricultural Work

We are not liable for any claim for work other than agricultural or forestry, or where stated in the **Schedule** Your occupation extends to include that of agricultural contractor, contracting other than of a solely agricultural nature. It is noted that work involving renovation, or building of agricultural buildings on the farm is included provided **We** are notified of this work beforehand and **you** give **us** full details including wages.

What's not covered

Contractual Liability

We are not liable for any claim where **you** accept liability, unless the conduct and control of claims stays with **Us**, but indemnity won't in any event apply to:

- i. liquidated damages, penalties, fines, aggravated, restitutionary, punitive, vindictive or exemplary damages.
- ii. any contract for or including the performance of work outside the **Territorial limits**.
- iii. any tenancy agreement.

Family/Household

We are not liable for any claim for bodily Injury to, or illness, or disease of, anyone who is a member of Your Family or Household, unless appropriate cover is active .

Vehicles

We are not liable for any claim where compulsory motor insurance or security is required under Road Traffic Act legislation.

Extensions applicable to both Subsections 4A & 4C

1. Additional Persons Insured

What's covered

1. On the death of anyone indemnified under this Section, **We** will indemnify in the terms of this **Policy**, the deceased's legal personal representatives, but only in relation to liability incurred by the deceased.
2. At Your request, **We** will indemnify in the terms of this Section:
   - a. any principal in respect of liability arising out of the performance of **your** performance of any agreement entered into by **You** with the principal to the extent required by such agreement.
   - b. any director of Yours or Employee for liability arising from the **Business** once **You** would have been entitled to indemnity under the Section if the claim had been made against **You**.
   - c. any officer committee or member of Your canteen, sports, social or welfare organisations, fire security, first aid, medical, or ambulance services.
   - d. any director or senior official of Yours for private work undertaken by an Employee.

   provided that

   - i. they shall act as though they were **You** and observe, fulfil and be subject to the terms of this **Policy**.
   - ii. **We** keep sole conduct and control of all claims.
   - iii. where **We** indemnify more than one person, the total amount of indemnity payable to everyone for damages won't, under Sub Section 1A, exceed the Limit of Liability.

2. Compensation for Court Attendance

What's covered

In the event any of the under mentioned people attending court as a witness at **Our** request, We'll provide compensation to **You** at the following rates per day for each day attendance is needed

(a) any director or partner of Yours £100.

(b) any Employee £50.

3 Contingent Motor Liability

What's covered

Notwithstanding Exclusion 20 Vehicles of Section 4A, **We** will indemnify **You** against legal liability for Injury, loss, or **damage** arising out of the use any motor vehicle not owned or provided by **You** in the **Business**.

What's not covered

The indemnity won't apply to legal liability

(a) loss or **damage** to such vehicle or to goods being carried.

(b) in respect of Injury, loss or **damage** arising while vehicle is being:

- **i.** driven by **You**.
- **ii.** driven with the general consent of **You** or of Your representative, by any person, to Your knowledge or of Your representative, does not hold a licence to drive a vehicle, unless they've held and are not disqualified from holding a licence.
- **iii.** used elsewhere than Northern Ireland and the Republic of Ireland.

(c) in respect of which **You**'re entitled to indemnity under any other insurance.

SECTION 5

Loss of Income & Crops

5A Personal Accident

Definitions applicable to this Section

Bodily injury

- Bodily injury or death, caused by something violent, accidental and that can be seen.
- Illness resulting from medical or surgical treatment of any injury, resulting in the death or disability as described below within one year of the date of the injury.

Losing a limb

- A hand or foot being cut off or torn off at or above the wrist or ankle.
- The total and permanent loss of use of a hand, arm or leg.

Loss of sight

The total and permanent loss of sight in at least one eye.

Permanent total disability

A disability that prevents **you** from working in any job and carrying out **your** normal duties. It must last for one year after the date of the disability and will most likely continue for **your** lifetime.

Indemnity

We'll pay the benefits associated with the cover option selected in the **Schedule** as a result of bodily injury, solely and directly caused by accidental violent and visible and external means, to persons specified in the **Schedule** and happening during the **period of insurance**.

Cover Option 1

	Bodily injury being the sole cause of	Sum Insured
	1. Death	£60,000
OR	**2. Total and irrecoverable loss of sight from one or both eyes**	£60,000
OR	**3. Total loss of one or more limbs**	£60,000
OR	**4. Permanent total disablement from attending to business or occupation**	£60,000
OR	**5. Temporary total disablement from attending to usual business or occupation**	£300 per week after the first week of disablement
	6. Temporary partial disablement from attending to a substantial or essential part of usual business or occupation	£150 per week after the first week of disablement
	7. Vouched medical expenses	Up to 15% of any benefit payable under the temporary disablements mentioned above and subject to a maximum payable of £650

Cover Option 2

	Bodily injury being the sole cause of	Sum Insured
	1. Death	£100,000
OR	**2. Total and irrecoverable loss of sight from one or both eyes**	£100,000
OR	**3. Total loss of one or more limbs**	£100,000
OR	**4. Permanent total disablement from attending to business or occupation**	£100,000
OR	**5. Temporary total disablement from attending to usual business or occupation**	£500 per week after the first week of disablement
	6. Temporary partial disablement from attending to a substantial or essential part of usual business or occupation	£250 per week after the first week of disablement
	7. Vouched medical expenses	Up to 15% of any benefit payable under the temporary disablements mentioned above and subject to a maximum payable of £650

Cover Option 3

	Bodily injury being the sole cause of	Sum Insured
	1. Death	£125,000
OR	**2. Total and irrecoverable loss of sight from one or both eyes**	£125,000
OR	**3. Total loss of one or more limbs**	£125,000
OR	**4. Permanent total disablement from attending to business or occupation**	£125,000
OR	**5. Temporary total disablement from attending to usual business or occupation**	£700 per week after the first week of disablement
	6. Temporary partial disablement from attending to a substantial or essential part of usual business or occupation	£350 per week after the first week of disablement
	7. Vouched medical expenses	Up to 15% of any benefit payable under the temporary disablements mentioned above and subject to a maximum payable of £650

Conditions applicable to this Section

1. Evidence of claims

You'll provide all certificates and information and evidence **we** need, at **your** expense, from a registered medical practitioner unless otherwise agreed.

The Person **Insured** must attend medical examinations, at **our** expense, as often as required.

We are entitled to have a post mortem examination conducted, at **our** expense, in the case of the death of the Person **Insured**.

2 Notification of Claim

You must advise **us** in writing, as soon as possible (within three calendar months) after any accident that may give rise to a claim under this Section.

3 Discharge of **our** Liability

Your receipt for any Benefit **we** pay is a full and valid discharge of **our** liability under this Section. In the event of **your** death, the death benefit will be payable to **your** legal personal representatives.

4 Non-Assignment

We won't be concerned with, or affected by, any notice of trust, charge or assignment relating to this Section.

Exclusions applicable to this Subsection

What's not covered

1. This Section won't apply to Bodily Injury

(a) If the Person **Insured**:

i. is affected (temporarily or otherwise) by alcohol or any drug unless the drug is taken with an authorised medical prescription (but not for the treatment of drug addiction).

ii. is engaging in any form of aerial flight or attempted flight other than as a passenger in a fully licensed passenger carrying aircraft, not for the purpose of sporting activity in or on the aircraft.

iii. Residing permanently outside Northern Ireland and the Republic of Ireland.

iv. Engaging in or practising for –

- Aquatic or subterranean pursuits or past-times (other than swimming), involving an element of personal danger or hazard.
- Deep sea or aqualung diving, yachting or boating outside territorial waters.
- Motor competitions, Motor cycling (as driver or passenger).
- Trials of speed or reliability endurance tests.
- Polo, Show Jumping or Hunting.
- Football (of any kind) or Hurling.
- Racing of any kind other than on foot.
- Boxing or Martial Arts.
- Parachuting or Hang Gliding.
- Winter Sports.
- Mountaineering, Rock or Cliff Climbing necessitating the use of ropes or guides.
- Use of power-driven, woodworking machinery except portable tools applied by hand and used for private purposes without reward.

(b) Due to –

i. Any gradually operating cause.

ii. Suicide or attempted suicide.

iii. Any pre-existing physical defect or infirmity, or where the Person **Insured** has passed their 70th birthday.

2. No Benefit shall be payable for the first week of disablement under Benefits 5 and 6.

3. **We** won't be liable for anyone **Insured** engaged in any duties other than those described in the **Schedule** to this **Policy**, unless written notice of such change was given to **us**, and **we** agreed by endorsement on the **Policy**.

Notes on benefits payable above

- All occurring within 12 months from the happening of the bodily injury.
- For the Cover option selected and Benefit applicable and Person(s) **Insured** see **Schedule**.
- Temporary total disablement will be payable for a period not exceeding 104 weeks beginning one week after the date on which disablement commences.
- Temporary partial disablement will be payable for a period not exceeding 26 weeks beginning

one week after the date on which disablement commences.

- Vouched medical expenses are only payable where valid claim under 5 or 6 above has also been admitted by **Us**.
- Benefit 5 and/or 6 shall only be payable when the total amount in respect of any one period of disablement has been ascertained unless otherwise agreed by **Us**.
- **We** will not pay more than one of the Benefits 1 to 6 arising from the same bodily injury. Benefits payable under 5 and 6 above will be deducted from benefits which subsequently become payable under 1 to 4 above from the same bodily injury.
- **We** will not pay more than one of the Benefits 1 to 4 in respect of any one Person Insured.
- **You** cannot claim for both partial and total disablement.
- **We** will not pay over 104 weeks benefit in total.

5B Hospitalisation Cover

Indemnity

We'll pay the benefits associated with the cover option selected in the **Schedule** for hospitalisation of those specified in the **Schedule** that occurs during the **period of insurance**.

Cover Option 1

Cover benefit up to a maximum of £350 per week (incl. VAT)

Cover Option 2

Cover benefit up to a maximum of £700 per week (incl. VAT)

Maximum Period of Cover

The benefit is payable from the fifth day in a hospital up to a maximum of twelve weeks.

Exclusions applicable to this Subsection

What's not covered

This Section doesn't cover pre-existing physical defect or infirmity or where the **Insured** has passed their 65th birthday.

5C Loss Of Income

Definitions

The Premises

Your farm at the Situation named in the **Schedule**.

Damage

As described under general **policy** definitions.

Income

The **money** paid or payable to **you** for the products of Your farming activities carried on at **the premises**.

Annual Income

The income earned during the twelve months immediately before the date of the **Damage**.

Indemnity Period

The period when Your **Business** is affected starting from the date of the **Damage** up to the Maximum Indemnity Period.

Maximum Indemnity Period

The number of months stated in the **Schedule**.

Indemnity

In the event of interruption to, or interference with, Your **Business** at **the premises** due to the happening of an **Insured** Contingency that **We** are liable for under Section 2 Farm Outbuildings & Contents (such loss or **damage** being termed **damage** in this Section), during the **Period of insurance**, **We** will indemnify **You** for loss of Income and/or expenditure as described in this Section, if it's operative.

Item 1-Loss of Income

The amount payable in Loss of Income will be:

(a) the amount the Income falls short of the annual Income that would have been received during the Indemnity Period.

(b) any additional expense **You** incur to prevent, avoid or limit the reduction in Income during the Indemnity Period due to the **Damage**

(c) auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section.

Item 2 – Additional Expenditure

This insurance is limited to increased cost of working and the amount payable is the additional expenditure required and reasonably incurred by **You** as a result of the **damage**, for the sole purpose of maintaining the **business** during the indemnity period at a level not exceeding that immediately before the **damage**.

Notes

1. All terms in this Section exclude Value Added Tax as **You**'re accountable to the tax authorities for Value Added Tax.
2. Any adjustment made for current cost accounting will be ignored.

Memo

If during the Indemnity Period, farming activities take place elsewhere for the benefit of the **business** either by **You** or by others on Your behalf, **money** paid or payable in relation to these activities should be included when calculating the Income during the Indemnity Period.

Conditions applicable to this Subsection

Average (Underinsurance)

If the Sum **Insured** in respect of income is less than the annual income, **Our** liability under that item will be proportionately reduced.

Material Damage Proviso

The Insurance under this Section is subject to the proviso that at the time when **damage** occurs, there will be insurance in force covering **your** interest in the property against such **damage** at **the premises**. And, that payment shall have been made or liability admitted under this **policy**, or that payment would have been made or liability would have been admitted, but for the existence of an exclusion of the first part of any loss, under such other insurance.

Limit of Liability

Our liability under this Section won't exceed, in respect of each item, the Sum **Insured** as stated in the **Schedule**, nor in its entirety, the total Sum **Insured** in Section 5 of the **Schedule**.

Professional Accountants:

If **you**'ve professional accountants who regularly keeps **your** books, any particulars or details contained in **your** books or documents that may be required by **Us** for investigating or verifying **your** claim can form the basis of evidence for **your** claim.

We'll pay reasonable charges payable by **You** to Your Professional Accountants for producing proofs, information and evidence. It's understood that the amount payable for these fees won't exceed the scale of various Institutions and/or bodies regulating such charges.

Provided that the sum of the amount payable under this Clause and the amount payable under the Section shall not exceed the limitations of liability under the Section.

Extensions applicable to this Subsection

Accounts Receivable Extension

In the event of any of accounts or other **business** books or records at Your Premises being destroyed or damaged by Fire as defined under Section 2 of this **policy** and as a result, **you**'re unable to trace or establish the Accounts Receivable in whole or in part, **We** will pay in respect of any one occurrence

(a) the difference between

(vii) the Accounts Receivable and

(viii) the total of amounts received and traced

or

(b) £5,000

whatever is the lower amount.

5D Loss of Milk

What's covered

We will pay the benefits of the cover option stated in the **Schedule** as a result of Loss of, or deterioration of, milk contained in the bulk tank as a result of

- the failure of any thermostatic controlling devices or the public supply of electricity or
- the accidental failure of the public electricity supply at your supplier's land based generating station or sub station from which you obtain electricity provided your supplier is situated within the policy territories or
- **damage** to the bulk milk tank where such failure is not because of a deliberate act or
- loss of own milk rejected by the Co-Op because of accidental contamination by antibiotic residue or
- Co-Op unable to access the property for milk collection due to snow, ice, **storm** or hurricane. This is limited to £10,000 or 2 claims (whichever is less) in any one **period of insurance**.

What's not covered

Loss occurring as a result of:

- Failure of public electricity supply supply due to deliberate acts of the public electricity supplier

5E Growing Crops

Indemnity

If the insured Property is destroyed or damaged by any of the following Contingencies, We'll pay the value of the property at the time of its loss (or **damage**, the amount of the **damage** or at **Our** option repair or replace the property or any part of it). Provided that **Our** liability doesn't exceed the total Sum **Insured** stated on the **schedule**.

What's covered	What's not covered
Fire	Fire caused by its undergoing any heating process or any process involving the application of heat or its own spontaneous fermentation, heating or combustion.
Lightning	
Explosion	Any boiler (other than a domestic boiler) economiser or other vessel, machine or apparatus where internal pressure is due to steam only and belonging to **you** or under **your** control.
Aircraft and other aerial devices or articles dropped therefrom.	
Earthquake	
Impact with the Property insured by any road vehicle, train or animal.	
	Crops planted within 2 miles of a town with a population in **excess** of 2,000, or within 6 miles of a city.

Additional Covers available on 5E Growing Crops

What's covered	What's not covered
Hail	• The most **we** will pay is the amount stated on the **schedule**. • **Damage** to straw • Any **excess** shown on **your Schedule** • Any claims occurring within five days of the cover being enacted • **You** must notify **us** within 72 hours of sustaining hail **damage**.

General Exceptions and Conditions

General Exceptions of the Policy

This Policy doesn't cover:

1. Changes in Water Table Level

This **policy** doesn't cover any **damage** or loss caused by change in the water table level.

2. Date Recognition

N.B. – not applicable Section 5A – Personal Accident and Section 4 – Sub Section 4C Employers Liability where these Sections operate.

Any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip microprocessor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

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

3. Electrical Plant

Damage to, or destruction of, any electrical plant or electrical appliance, such as dynamo transformer motor or other working electrical machinery apparatus or fittings directly caused by its own over-running, short-circuiting, excessive pressure, or self-heating. Should fire **damage** or destroy any other part of the plant, appliances or other Property **Insured**, it isn't excluded by the **Policy**.

4. Genetically Modified Crops

This **policy** doesn't cover loss, **damage**, cost or expense of any nature or any legal liability for personal injury to third parties or **damage** to property belonging to third parties caused by, resulting from, or in connection with:

- (a) the research into, testing, production or supply of any genetically modified crop or genetically modified organism, where liability may be attributed directly or indirectly to the genetic characteristics of the crop or organism.
- (b) the presence of such crop or organism, other than in feed products purchased for use as animal feed on the farm.

5. Heat Processes

Loss or **damage** to property through any process involving heat.

6. Pollution and Contamination (not applicable to Section 4 – Liabilities)

This **policy** doesn't cover loss, destruction, **damage**, consequential loss or liability caused by pollution or contamination except (unless otherwise excluded), destruction of or **damage** to the property caused by:

- (a) pollution or contamination, itself resulting from a contingency insured against.
- (b) any contingency insured against, that itself results from pollution or contamination.

7. Pressure Waves

Loss, destruction or **damage** directly caused by pressure waves from aircraft or other supersonic aerial devices.

8. Requisition or Confiscation of Property

Loss or **damage** occasioned by or happening through confiscation or requisition or destruction by order of the Government or any Public Authority or any Local Authority.

9. Terrorism and Northern Ireland Exclusion (not applicable to Employers Liability section)

We will not cover **you** for loss, **damage**, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

(A) In England, Scotland, Wales, the Channel Islands, the Isle of Man and Republic of Ireland,

- **(i)** any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- **(ii)** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

(B) In Northern Ireland

- **(i)** any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- **(ii)** any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism
- **(iii)** riot, civil commotion and (except for **damage** or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or people taking part in labour disturbances or malicious people.

Definition – Terrorism

For the purpose of this Exception an act of Terrorism shall mean an act including but not limited to the use of force or violence or **damage** to property and or threat thereof by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government (de jure or de facto), to intimidate and/or put the public or any section of the public in fear, create a health and safety risk to the public or any section of the public

10. War and Nuclear Risks

loss or destruction of or **damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or arising from

1 **(i)** ionising radiation or contamination by radioactivity from any 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 thereof regardless of any other cause contributing concurrently or in any other sequence to the loss.

An exclusion applies in respect of all property, on any site used or having been used for

- **(a)** The generation of nuclear energy; or
- **(b)** The production, use or storage of nuclear material

2. war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power regardless of any other cause contributing concurrently or in any other sequence to the loss.

11. Penalties and fines

This **policy** does not cover any penalties or fines incurred by **you**.

12. Fraud and dishonesty exclusion

You and anyone acting for **you** must not act in a fraudulent way.

if **you** or anyone acting for **you** :

1. knowingly makes a fraudulent or exaggerated claim under your **policy**;
2. knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or
3. knowingly submit a false or forged document in support of a claim (whether or not the claims itself is genuine),

we will

a. refuse to pay the claim

b. declare the **policy** void from the date of the fraudulent act without any refund of premiums.

We may also inform the police of the circumstances.

13. Electronic risks exclusion

Notwithstanding any provision to the contrary within this **policy**, **we** will not cover **you** for any liability, loss, **damage**, claim, cost or expense or losses of whatsoever nature directly or indirectly caused by or contributed to by or arising out of or occasioned by or resulting from or connected with:

1. **Damage** to or the destruction of or loss of use of or reduction in functionality of any computer systems; or
2. any alteration, modification, distortion, erasure, access to, acquisition, removal, exfiltration,

loss, corruption or loss of use or reduction in functionality of electronic data

in each case whether **your** property or not, where any circumstance as set out in 1 and/or 2 above is directly or indirectly caused by or contributed to by or arises out of or is occasioned by or results from or is connected with a virus or similar mechanism or hacking or phishing or a denial of service attack, or the threat of, or hoax in relation to, any of those perils, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

We will also not cover **you** for any liability, loss, **damage**, claim, cost or expense or losses of whatsoever nature directly or indirectly caused by or contributed to by or arising out of or occasioned by or resulting from or connected with:

(i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer systems or electronic data; or

(ii) any partial or total unavailability or failure, or series of related partial or total unavailability or failures, to access, process, use or operate any computer systems and/or electronic data.

(iii) any unauthorised, malicious or criminal act or series of related unauthorised, malicious and criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer systems and/or electronic data.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This exclusion is not applicable to claims under the Employer's Liability section of this **policy**.

Additional definitions are:

Computer Systems

Any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the **Insured** or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

Damage

Accidental physical loss, destruction or **damage**.

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.

Electronic Data

Electronic data shall mean facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Hacking

Unauthorised access to any computer systems or electronic data, whether **your** property or not.

Phishing

Any access or attempted access to electronic data made by means of misrepresentation or deception.

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 meaning 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.

14. Business Failure

This **policy** will automatically cease if the **Business** is wound up, carried on by a liquidator or receiver, or permanently discontinued.

15. Defective materials and undamaged items exclusion:

We will not cover the costs and expenses for repair or replacement of any defective materials or undamaged items.

16. Transmission and Distribution Lines Exclusion

We will not cover **you** for loss, destruction or **damage** to any kind of above or below ground conductors (e.g. transmission and distribution lines) including wires, cables, poles, scaffolding, pylons and masts or any property forming a part thereof or connected therewith and including substations and transformer stations unless such conductors for which the insured carries the risk are located no further than 1000 meters from an insured plant of this insured.

This exclusion includes but is not limited to conductors for the transmission or distribution of electrical energy, telephone or telegraphic signals, and all communication signals whether audio or visual.

17. Firearms

Any injury or loss or damage arising from your ownership or use of any firearm except for use of a sporting gun for pleasure purposes and use of a gun for agricultural vermin control.

General Conditions of the Policy

You must comply with the following conditions to have the full protection of your policy. If you do not comply then we may at our option take one or more of the following actions

Cancel your policy

Declare your policy void (treating your policy as if it had never existed)

Change the terms of your policy

Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

There are additional conditions under each section of cover.

If you are unsure about any of these conditions or whether you need to notify us about any matter, please contact us.

Where your policy contain conditions that specify circumstances whereby non- compliance at the time of loss will mean that you will not receive payment for a claim, you will be covered, and we will pay your claim if the non- compliance with that condition could not have increased the risk of the loss which actually occurred in the circumstance in which it occurred.

1. Change in risk condition

You must tell **us** as soon as possible during the **period of insurance** of any change

1. to the **business**
2. in the person, firm, **company** or organisation shown in **your schedule** as the insured
3. to the information **you** provided to **us**

previously or any new information that increases the risk of loss as insured under any section of **your policy. Your policy** will come to an end from the date ofthe change unless **we** agree in writing to accept an alteration. **We** do not have to accept any request to vary **your policy**. If **you** wish to make any alteration to **your policy you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance. If **we** accept any variation to **your policy**, an increase in the premium or different terms or conditions of cover may be required by **us**

2. Arbitration

If there is a dispute, controversy or claim between **You** and **Us** under this **Policy** in respect of

(a) the interpretation or application of any provision of The Contract of Insurance

(b) **Our** liability under The Contract of Insurance to pay a claim made by **You**

(c) the amount (if any) **We** offer to pay for a claim or

(d) any other matter relating to The Contract of Insurance.

Disputes, controversy or claims will be referred to an arbitrator within 12 months, who will be jointly appointed according to statutory provisions.

If **we** can't agree on the joint appointment of an arbitrator, the President of the Incorporated Law Society of Ireland will make a decision on the arbitrator, and that decision will be final and binding on both parties.

If the dispute, controversy or claim is not referred to arbitration within 12 months, **We** will assume **You** have abandoned the dispute, controversy or claim.

3. Burning of Waste and Stubble Burning Condition

When it comes to burning waste, other materials or timber on Your premises (or on land hired or rented by **You**), it's essential the following precautions are taken

(a) Fire won't be left unattended.

(b) All fires will be extinguished at least 60 minutes before leaving the area, and an inspection will be made immediately before leaving.

(c) **You**'ll take reasonable precautions to prevent smoke or dust escaping in any way that might cause nuisance or danger to passers-by or Third Party property.

(d) Waste materials will be checked to make sure they don't contain explosive substances or pressurised containers.

(e) Adequate equipment will be kept at hand at all times for controlling or extinguishing the fire.

(f) With Stubble Burning, it's essential **you** create fire breaks of 3 metres or more before burning starts. It must be away from surrounding walls, gates, fences or other boundaries. Burning must not commence when wind conditions could cause accelerated fire spread or excessive smoke drift.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay your claim.

4. Cancellation

(a) **We** can cancel **your policy** at any time during the **period of insurance** by giving 14 working days written notice to **your** last known address. Where **your policy** is cancelled in accordance with the above provisions, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation.

(b) **You** can cancel the **Policy** within fourteen working days of the date of the first **period of insurance** which is the “cooling off period”.

If **you** cancel during the cooling off period, **You** will be entitled to a full return of the premium paid provided:

(i) no claims made under the **policy** where **we** have made a payment.

(ii) no claims made under the **Policy** that are still under consideration.

(iii) no incidents likely to give rise to a claim but not yet reported to **us**.

You may also cancel **your policy** at any other time during the **period of insurance**. **We** will refund part of the premium paid, proportionate to the unexpired **period of insurance**.

(c) **We** can cancel **your policy** immediately, without giving **you** notice if the premium has not been paid. If a claims has been made or there has been any incident likely to lead to a claim during the current **period of insurance**, the annual premium remains due in full.

We will only refund premium provided that no claim has been paid or is outstanding in the current **period of insurance**. Cancellation of **your policy** will not affect any claims or rights **you** or **we** may have before the date of cancellation.

We do not have to offer renewal of **your policy** and cover will cease on the expiry date.

5. Contribution (other Insurance)

If **you**’ve other insurance that covers loss, **damage** or liability at the time of any loss, **damage** or liability covered by this **Policy**, We’ll only be liable for **Our** proportional share. If other insurance or indemnity is excluded from contributing, **Our** liability is limited to the amount that would remain when the other insurance or indemnity paid out.

6. Fair presentation of risk condition

You have a duty to make a fair presentation of the risk which **you** wish to insure. This applies prior to the start of **your policy**, if any variation is required during the **period of insurance** and prior to each renewal. If **you** do not comply with this condition then

1. if the failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make **your policy** void and keep the premium. This means treating the **policy** as if it had not existed and that **we** will not return **your** premium, or

2. if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had **you** made a fair presentation, then **we** can elect to make **your policy** void and return **your** premium or

3. if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **you** made a fair presentation of the risk then **we** can:

(a) reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or

(b) treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** made a fair presentation.

4. Where **we** elect to apply one of the above then

(a) if **we** elect to make **your policy** void, this will be from the start of the **policy**, or the date of variation or from the date of renewal

(b) **we** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the **policy**, or the date of variation or from the date of renewal

(c) **we** will treat the **policy** as having different terms imposed from the start of the **policy**, or the date of variation or from the date of renewal depending on when the failure to make a fair presentation occurs.

7. Instalments Clause

If the premium is payable by instalment and **You** don’t pay each instalment on the due date, all cover under the **Policy** is cancelled automatically from the date the instalment was due.

If the premium on this **Policy** is payable in instalments and during the current **Period of insurance**

- a claim has been made under the **Policy** that **We** have made a payment.
- a claim has been made under the **Policy** is still under consideration.
- an incident has occurred likely to give rise to a claim but not yet reported to **Us**

the annual premium remains due in full. In such cases, monthly collections must continue, or a one-off payment agreed to settle the outstanding amount.

If a one-off payment isn't made, **You** must continue to pay instalments. Alternatively, **We** may deduct any outstanding instalments from any claim that is due to **You** or payable on Your behalf.

Any instalment payments taken before notification of cancellation of the instalment plan will be kept.

Any refund of premium will be taken in regard to any collections taken between the time of notification and cancellation.

8. Notice of Claims

Claims – **Insured**'s Duties

If something happens that might lead to a claim, **You** must:

(a) General – Applicable to all Sections;

- **(i)** notify **Us** as soon as **you** become aware on an incident.
- **(ii)** take all practical steps to recover lost property and otherwise minimise the claim.
- **(iii)** inform the police as soon as possible if the loss or **damage** has been caused by thieves, malicious people, or vandals or by riot, civil commotion, strikes, or labour disturbances.
- **(iv)** give all information and assistance **We** may require.
- **(v)** not make, or allow to be made on Your behalf, any admission, offer, promise payment of indemnity without **Our** written consent.

(b) Applicable to Sections 1, 2 & 5

Within 30 days (or longer if **We** agree in writing) send **Us** a written claim (at **your** expense) with all details, proofs and information regarding the cause and amount of loss or **damage** with details of any other insurances on any property insured by this **Policy** and (if requested) a statutory declaration of the truth of the claim and any related matters.

(c) Applicable to Section 3

Give **us** immediate notice and (at Your own expense) provide for treatment by a qualified veterinary surgeon. Within 14 days, send **us** information with veterinary certificates, proof of death identity, livestock registration documents, and value of the animal(s). **We** may also need the opportunity to inspect the animal(s) carcass so **you** must not dispose or cut the animal(s) for at least 24 hours after **you** first informed **Us**.

(d) Applicable to Section 4(b)

Immediately contact the Appointed Loss Adjuster for this section – Telephone +353 1400 5550

(e) Applicable to Sections 5(d)

Within 30 days after the Indemnity Period (or longer if **we** agree in writing) at Your own expense, send a statement setting out details of the claim along with

with details of all other insurance covering any part of the **damage** or resulting loss of Income.

You will (at Your own expense) also give **Us** accounts and other **business** books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably

be required by **Us** to investigate or verify **your** claim, along with a statutory declaration of the truth of the claims and any related matter (if requested).

No claim under this Section will be payable unless the terms of these conditions have been met. In the event of noncompliance in any respect, any payment of the claim made already must be repaid to **Us** immediately.

(f) Applicable to Section 4

- **(i)** Immediately send **Us** every letter, claim, writ, summons and process upon receipt.
- **(ii)** Advise **Us** in writing immediately they have knowledge of any pending prosecution inquest or Fatal Accident Inquiry.

Claims retention

Where **we** agree to pay **your** claim and the settlement amount is less than £40,000 **we** reserve the right to withhold up to a maximum of 5% of the final payment until the re-instatement works are completed and validated through the submission of a final invoice and (where necessary) a final inspection of the works is completed by AXA.

Where **we** agree to pay **your** claim and the settlement amount is £40,000 or more, **we** reserve the right to withhold up to a maximum of 10% of the final payment until the re-instatement works are completed and validated through the submission of a final invoice and (where necessary) a final inspection of the works is completed by AXA.

Where the retention amount remains unclaimed after a period of 4 months from the date of the settlement **we** undertake to write to remind **you** of the unclaimed retention and AXA's requirements to release this payment. If **we** do not hear back from **you**, **we** will issue a final reminder and if **we** do not receive a response, **we** will close the claim file.

9. Reasonable Precautions

You will

(a) take all reasonable precautions to prevent events that may give rise to loss, destruction or **damage**

(b) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority

(c) take immediate steps to make good or remedy any defect or danger **you**'re aware of, and take additional precautions as they are required.

10. Right to Survey

We have the right to conduct a survey of Your Premises for assessment or risk control.

11. Surveys, Risk Improvements and Additional Information

If Your **schedule** indicates that this **policy** has been issued subject to certain survey(s) being undertaken, **You** will, within a reasonable time, allow **Us** access any location **We** might need to conduct those survey(s). If **We** are not able to carry out a survey within a reasonable time, **We** could void, cancel, suspend or alter the terms of this **policy**, or increase the premium.

If Your **schedule** shows this **policy** has been issued subject to **You** implementing certain risk improvements or providing certain additional information:

(a) the insurance given by this **policy** will automatically stop after the deadline shown in Your **schedule** or any other deadline that **We** have specified;

(b) If no deadline is shown in Your **schedule** but **You** fail to make the improvements or provide the information within a reasonable time, **We** could avoid, cancel, suspend or alter the terms of the **policy** or increase the premium.

If any survey or additional information reveals something that changes **Our** assessment of risk for the worse, **We** could avoid, cancel, suspend or alter the terms of this **policy** or increase the premium. We'll communicate any such actions to **You** in writing.

12. The Company's Right

we are entitled in the event of any loss or **damage**:

(a) to enter any building where loss or **damage** has occurred, and to take and keep possession of the Property **Insured**, and to deal with salvage in a reasonable manner, and this **Policy** is proof of leave and licence for such purpose, but the property may not be abandoned to **Us**

(b) to either

(i) repair or replace the property or any part of the property liable under this **Policy**

or

(ii) make payment in **money** to **You** in lieu of repair or replacement, Reinstatement as nearly as is reasonably practical will be considered a complete indemnity under this **Policy**.

(c) to undertake in Your name and on **your** behalf, the absolute conduct, control and settlement of any proceedings and to take proceedings at **Our** own expense for **Our** own benefit, but in Your name, to recover compensation or secure an indemnity from any third party in regard to anything covered by this **Policy**.

13. Sanctions Condition

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

14. Subrogation (our rights) condition

We will be entitled to undertake in **your** name or on **your** behalf

1. the defence or settlement of any claim
2. steps to enforce rights against any other party

before or after payment is made by **us**

15. Third party rights condition

The rights under this contract will not be enforceable by any party other than **you** or **us** because of the Contract (Rights of Third Parties) Act 1999.

Caring For You

There may be times when you feel you don't get the service you expect from us.

Here's our complaints process to help you.

- For a complaint about your policy, contact your Broker.
- For a complaint about your claim, contact our claims action line on 03458282823

If we can't sort out your complaint, you can contact our Customer Care Department on 0800 039 1970 or:

- email: axacustomercare@axa.ie; or
- write to Axa Insurance, Freepost BEL 2531, Belfast BTI 1BR

If you're unhappy with how We have dealt with your complaint, you may be able to refer to:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR, Financial Ombudsman Service - Customer helpline

Monday to Friday – 8am to 8pm Saturday – 9am to 1pm

0800 023 4 567 - calls to this number are normally free for people ringing from a "fixed line" phone – but charges may apply if called from a mobile phone

0300 123 9 123 - calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs.

These numbers may not be available from outside the UK – so please call from abroad on

+44 20 7964 0500.

Email: complaint.info@financialombudsman.org.uk

Our promise to you:

We'll reply to your complaint within five days.

We'll investigate your complaint.

We'll keep you informed of progress.

We'll do everything possible to sort out your complaint.

We'll use feedback from you to improve our service.

If You wish to make a complaint in relation to Section 4B Environmental Liabilities You can do so at any time by referring the matter to:

Complaints Department

XL Catlin Services SE

XL House

8 St Stephen's Green

Dublin 2

D02 VK30

Email: XLICSEComplaints@axaxl.com

Phone: (01) 607 5300

The complaint will be acknowledged, in writing, within five (5) business days of it being made.

If You remain dissatisfied after the Complaints Department has considered the complaint or a final decision has not been received within forty (40) business days, You can refer the complaint to the Financial Services Ombudsman at:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR, Financial Ombudsman Service - Customer helpline

Monday to Friday – 8am to 8pm Saturday – 9am to 1pm

0800 023 4 567 - calls to this number are normally free for people ringing from a "fixed line" phone – but charges may apply if called from a mobile phone

0300 123 9 123 - calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs.

These numbers may not be available from outside the UK – so please call from abroad on

+44 20 7964 0500.

Email: complaint.info@financialombudsman.org.uk

Notes

AXA Farm

Cover for the way you farm today.

Should you have any further questions on this policy

Talk to your broker

AXA Insurance dac, Wolfe Tone Street, Dublin 1. Registered in Ireland number 136155.

We may record or monitor phone calls for training, prevention of fraud, complaints and to improve customer service.

AXA Insurance dac is authorised and regulated by the Central Bank of Ireland (reference number C713). Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

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