Farmsure
Underwriters Limited

FARM COMBINED INSURANCE

FARM POLICY

Introduction

This **policy** is underwritten by Farmsure Underwriters Ltd, on behalf of Markel International Insurance Company Ltd (also referred to in this **policy** as **we**, **us** or **our**). Farmsure Underwriters Ltd is authorised and regulated by the Financial Conduct Authority. Markel International Insurance Company Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This **policy** is a contract between **you** and the Insurer.

We would advise for clarity that although there may be more than one party detailed as Policyholder in the **schedule**, in terms of the application of Sums Insured, Limits of Indemnity or cover under the **policy**, there is still only one Policyholder or one party or legal entity so there will only be two parties to the contract of insurance.

This **policy** and any **schedule**, Endorsements, Clauses and Certificates should be read as if they are one document.

Our acceptance of this risk is based on the information presented to us being a fair presentation of **your business**.

Our continued acceptance is based on any changes from the original information presented being advised and accepted by **us**.

We also draw **your** attention to the Policy Conditions – Alterations where a change in risk will allow us to terminate a **claim** or impose additional terms or conditions.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this **policy** is for ease of reference only and does not affect its interpretation.

The Insurance Contract

The cover provided by this **policy** depends on which sections and optional covers **you** have chosen. The **schedule** shows the cover that is in force.

In return for payment of the **premium** shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed to this contract of insurance, for any loss happening during the **policy period** as provided by the terms of this **policy**.

This document, the **schedule** and any related endorsement form **your policy**.

This **policy** sets out the terms and conditions of the contract of insurance between **you** and **us**. Please read the whole document carefully.

It is important that **you:**

- check that the information contained in the **schedule** is accurate
- take care when providing **us** with information that **we** rely on to accept coverage or set the terms of this **policy**
- comply with all **your** duties and obligations under the **policy**
- take all the action required in the event **your animal(s)** is(are) sick or a **claim** occurs

Failure to comply with the above could adversely affect **your** insurance and any **claim you** make.

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Your Personal Information

The basics
We collect and use relevant information about **you** to provide **you** with **your** insurance cover and to meet **our** legal obligations.

This information includes details such as **your** name and address [and may include more sensitive details such as information about **your** health and any criminal convictions **you** may have].

The way insurance works means that **your** information may be shared with and used by a number of third parties in the insurance sector – but only in connection with the insurance cover that **we** provide to **you**.

Other people's details you provide to us
Where **you** provide **us** with details about other people, **you** must provide this **your** personal information notice to them.

Group policies
We will process individual insured's details, as well as any other personal information **you** provide to **us** in respect of **your** insurance cover, in accordance with **our** privacy notice and applicable data protection laws.

To enable **us** to use individual insured's details in accordance with applicable data protection laws, **we** need **you** to provide those individuals with certain information about how **we** will use their details in connection with **your** insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under **your** insurance cover or, if earlier, the date that **you** first provide information about the individual to **us**.

We are committed to only using the personal information **we** need to provide **you** with **your** insurance cover. To help **us** achieve this, **you** should only provide to **us** information about individual insureds that **we** ask for from time to time.

Want more details?

For more information about how **we** use **your** personal information please see **our** full Markel privacy notice, a copy of which is available online at http://www.markelinternational.com/foot/privacy-policy/ at which the Markel privacy policy is found or on request.

Contacting us and your rights

You have rights in relation to the information **we** hold about **you**, including the right to access **your** information. Please contact **us** at dataprotectionofficer@markelintl.com or in writing to the Data Protection Officer, 20 Fenchurch Street, London, EC3M 3AZ if **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of **our** full Markel privacy notice.

Summary of Policy Limits

This is a summary of the limits that appear in this policy wording. Reference should be made to the relevant page for a full explanation of the limit and its application.

Reference should also be made to the Policy Schedule to confirm which Sections of the policy are operative, and what cover within each Section is in force. The Schedule will also show any variation to these standard limits.

Page No.	Section/Sub-Section	Cover to which limit applies	Limit
30	Section A Home Insurance	Buildings definition – sheds & greenhouses	£500
30	Section A Home Insurance	Contents definition – pedal cycles	£1,000
35	Section A Home Insurance	Locks & Keys extension	£5,000
36	Section A Home Insurance	Trees & Shrubs extension	£1,000
36	Section A Home Insurance	Sets & Suites extension	£5,000
36	Section A Home Insurance	Land & Property Agents Fess extension	£5,000
36	Section A Home Insurance	Contract Works extension	£100,000
36	Section A Home Insurance	Building Materials, Plant & Machinery extension	£50,000
37	Section A Home Insurance	Tenanted Buildings – Loss of Rent extension	20% of Building sum insured
39	Section A Home Insurance Cover A Buildings	Trace & Access	£25,000
40	Section A Home Insurance Cover A Buildings	Squatters Repossession – Legal Fees	£10,000
40	Section A Home Insurance Cover A Buildings	Public Liability as building/land owner	£5,000,000
41	Section A Home Insurance Cover A Buildings	Defective Premises Act Liability	£5,000,000
42	Section A Home Insurance Cover B Contents	Theft from garages & outbuildings	£5,000
43	Section A Home Insurance Cover B Contents	Loss of Metered Water, LPG & Oil	£10,000
43	Section A Home Insurance Cover B Contents	Tenants Liability	20% of Contents sum insured
43	Section A Home Insurance Cover B Contents	Tenants Improvements	20% of Contents sum insured
44	Section A Home Insurance Cover B Contents	Temporary Accommodation	30% of Contents sum insured
45	Section A Home Insurance Cover B Contents	Contents in the open	£5,000
45	Section A Home Insurance Cover B Contents	Student's Contents at University or boarding school	25% of Contents sum insured
46	Section A Home Insurance Cover B Contents	Accidental Damage option – Contents in open	£5,000
46	Section A Home Insurance Cover B Contents	Money	£1,000
46	Section A Home Insurance Cover B Contents	Credit Cards	£1,000
46	Section A Home Insurance Cover B Contents	Pedal Cycles	£1,000
47	Section A Home Insurance Cover B Contents	Personal Liability of policyholder & family	£5,000,000
47	Section A Home Insurance Cover B Contents	Personal Liability of policyholder & family as employer of domestic staff	£10,000,000
48	Section A Home Insurance Cover c Personal Belongings	Theft from unattended vehicles	£1,000
49	Section A Home Insurance Cover D Caravans	Public Liability arising from ownership or use of specified caravan	£5,000,000

65	Section B Property Damage Farm Buildings & Agricultural Contents	Within definition of **All Other Contents** - computer records & business books - personal effects per person - money - theft of wines, spirits & tobacco (kept for entertainment purposes) - cattle passports	 £25,000 £500 £1,000 £500 £10,000
69	Section B Property Damage Farm Buildings & Agricultural Contents	Transit - damage to sheets, tarpaulins, ropes etc - cost of alternative transport & reloading	 £1,000 £1,000
70	Section B Property Damage Farm Buildings & Agricultural Contents	Burst Pipes & Loss of Metered Water - loss of metered water, fuel, liquid fertilizers - cost of locating leak & repair if caused by freezing	 £10,000 £2,000
76	Section B Property Damage Farm Buildings & Agricultural Contents	Stacks - limit per stack - maximum number of stacks per location	 £30,000 5
76	Section B Property Damage Farm Buildings & Agricultural Contents	Fixed Glass and Sanitary Fittings in Buildings	£1,000
77	Section B Property Damage Farm Buildings & Agricultural Contents	Theft Cover Extension – lock replacement	£500
77	Section B Property Damage Farm Buildings & Agricultural Contents	Land & Property Agents Fess extension – claims admin fees	£5,000
77	Section B Property Damage Farm Buildings & Agricultural Contents	Asbestos Removal Extension – as part of claim	£50,000
78	Section B Property Damage Farm Buildings & Agricultural Contents	Contract Works Extension – limit any one event	£100,000
78	Section B Property Damage Farm Buildings & Agricultural Contents	Building Materials, Plant & Machinery Extension - limit any one event	£50,000
78	Section B Property Damage Farm Buildings & Agricultural Contents	Gardens & Grounds Extension - limit per policy period	£10,000
78	Section B Property Damage Farm Buildings & Agricultural Contents	Clean Up Costs Extension - limit per claim	£25,000
78	Section B Property Damage Farm Buildings & Agricultural Contents	Fly Tipping Extension - limit per policy period	£10,000
84	Section D Livestock Part 1 – Non-Disease	Vet's Fees associated with claim - per animal - per claim	 £1,000 £2,500
84	Section D Livestock Part 1 – Non-Disease	Carcass removal costs - per animal - per claim	 £500 £2,500
84	Section D Livestock Part 1 – Non-Disease	Claim limit any one animal - working dogs - other animals	 £5,000 £10,000
87	Section D Livestock Part 1 – Non-Disease	Theft cover extension – building repair costs	£1,000
87	Section D Livestock Part 1 – Non-Disease	Animal Rescue & Recovery Costs extension - per animal - per claim	 £500 £2,500
89	Section D Livestock Part 2 – All Risks of Mortality	Vet's Fees associated with claim - per animal - per claim	 £1,000 £2,500
89	Section D Livestock Part 2 – All Risks of Mortality	Carcass removal costs - per animal - per claim	 £500 £2,500

91	Section D Livestock Part 2 – All Risks of Mortality	Animal Rescue & Recovery Costs extension - per animal - per claim	 £500 £2,500
91	Section D Livestock Part 2 – All Risks of Mortality	Theft cover extension – building repair costs	£1,000
92	Section D Livestock Part 3 – Disease	Claim limit any one animal	£10,000
96	Section E Milk in Tanks	Accidental Milk Contamination Extension - limit per incident	£3,000
99	Section G Money Cover 1 Money	Business Money - in unspecified safes – total limit per claim - elsewhere on the premises - in the house in a safe - in the house otherwise	 £1,000 £250 £500 £250
103	Section H Loss of Revenue	Claim limit any one animal	£10,000
104	Section H Loss of Revenue	Transit - damage to sheets, tarpaulins, ropes etc - cost of alternative transport & reloading	 £1,000 £1,000
105	Section H Loss of Revenue	Stacks - limit per stack - maximum number of stacks per location	 £30,000 5
107	Section H Loss of Revenue	Debris Removal extension – limit per animal	£500
107	Section H Loss of Revenue	Veterinary Fees extension - limit per animal - limit per claim	 £1,000 £2,500
107	Section H Loss of Revenue	Book Debts extension – limit any one claim	£2,500
108	Section H Loss of Revenue	Unspecified Supplier extension – limit per policy period	£25,000
108	Section H Loss of Revenue	Unspecified Customer extension – limit per policy period	£25,000
108	Section H Loss of Revenue	Storage Sites extension – limit per policy period	£25,000
108	Section H Loss of Revenue	Hire Extension – Vehicles, Machinery & Buildings - limit per policy period	£50,000
109	Section H Loss of Revenue	Loss on forced Sale of Dairy Cows extension - limit per animal	£2,500
109	Section H Loss of Revenue	Carcass Removal Costs extension - limit per animal	£500
116	Section I Liability Cover 2 Public/Products Liability	Claims arising from abuse – limit per claim	£5,000,000
121	Section I Liability Cover 2 Public/Products Liability	Clean Up Costs extension – limit per policy period	£1,000,000
121	Section I Liability Cover 2 Public/Products Liability	Pollution & Contamination Statutory Enforcement Costs – limit per policy period	£1,000,000
137	Section J Personal Accident	Incident Limit – maximum payable for claims arising from one event	£25,000,000

The following definitions do not apply to Section A Cover E Personal Legal Expenses and Section K Commercial Legal Expenses both of which have their own definitions

Definitions/Defined Terms

Words shown in **bold** type have the same meaning throughout this **policy** and are defined below. Any changes to these definitions, or any extra definitions, will be stated in the relevant section or endorsed to the **policy**.

Agricultural Activities	-agricultural contracting (excluding crop spraying) on a neighbourly reciprocal basis only where no money changes hands -snow clearance not involving the use of a motorised vehicle -contract rearing of livestock not belonging to **you**, at **your** own **premises** -letting of land to another farmer for purposes no more extensive than those of **your** own -private non-commercial shoots, up to a maximum of 10 days in any one **policy period** -Bed & Breakfast for no more than 5 letting rooms -ownership, repair & maintenance of **your** property -retail sales of home grown produce from **your** farm shop or at farmer's markets -hiring out of **your animals** for breeding purposes, but excluding horses and other equine animals -repair or maintenance by **you** of vehicles or plant owned and used by the **Insured** -fundraising and charity events hosted, organized and run by **you**, with a maximum attendance of 100 people
Animal, Animals	Any animal or animals described in the **schedule**, which includes any whole or part financial interest, to the extent of that interest.
Broker	The insurance broker or intermediary who arranged this insurance on **your** behalf.
Business	**Your** business activities as stated in the **schedule** and any other **agricultural activities**
Cattle Passports	Cattle Passports and/or Cattle Identification Documents
Claim	An insurance claim under this **policy**
Damage	Loss, destruction or damage
Domestic Employee	Any individual engaged by **you** to carry out duties within **your home**
Employee	Any individual under a contract of service or apprenticeship with **you** in connection with the **Business**
Excess	The first amount, as shown in the **schedule** or elsewhere in the **policy**, of each and every covered loss for which **you** will be responsible. The excess forms part of any applicable sum insured and is not in addition to it.
Family	**You** or any of the following people providing they normally live with **you**: • **your** husband, wife or partner; • **your** children (including adopted and foster children, step children); • **your** relatives; • **your domestic employees**.
Geographical Limits	Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
Policy	The contract of insurance between **you** and **us,** including this wording, the **schedule** and any endorsements that apply

Policy period	The period **you** are covered for as shown in **your** certificate of insurance and **your schedule**
Premium	The amount **you** must pay **us** for this insurance as shown in **your** certificate of insurance, **your schedule** and any endorsements that attach to the **policy.**
Premises	Any premises shown on **your schedule** which is owned, used or occupied by **you**, including any accommodation land owned or used by **you**.
Schedule	A document which includes **your** details and specifies the cover provided by **your policy** and any endorsements applying to **your policy**
Storm	A period of violent weather involving a) wind speeds or torrential rain sufficient to damage well-maintained buildings, or b) snow to a depth and weight sufficient to damage well-maintained buildings, or c) hail of an intensity sufficient to cause damage to hard surfaces or break glass.
Terrorism	An act, including using or threatening to use force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
Unattended Vehicle	A vehicle that has no one in it, on or near it who is in a position to be able to prevent unauthorised interference.
Vet	A veterinary surgeon or veterinarian with a currently valid licence, issued by the appropriate governing agency, allowing them to practise veterinary medicine.
War	War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
We, Us, Our	The Insurer named as such in the **schedule.**
You, Your, Insured Policyholder	The person(s), partnership, corporation or organisation named as the Insured in the **schedule** including their family, representatives, agents, **employees**, director, partner, or bailees

The following definitions/defined terms apply only to Section A Cover E Personal Legal Expenses and Section K Commercial Legal Expenses

Definitions/Defined Terms

Any one claim	All **claims** connected by the same: • original cause, event, circumstance or related in time or • legal proceedings, tax enquiry, construction project or parties in dispute even if you are claiming under more than one Section of cover
Claim	An insurance claim under this **policy**
Compensation	• **Employment compensation awards** Basic and compensatory awards for unfair dismissal (which includes constructive dismissal and unfair selection for redundancy) and compensation for unlawful discrimination • **Data protection compensation** Amounts **you** have been ordered to pay under the Data Protection Act 2018 (Articles 168 and 169) and the General Data Protection Regulation (Section 82)
Construction contract	A contract as defined by Section 104 and 105 of the Housing Grants, Construction and Regeneration Act 1996 which for the purposes of this **policy** is extended to include contracts with residential occupiers. Such contracts include but are not limited to those for painting or decorating surfaces of a building, construction, alteration, repair, maintenance of buildings, installation in a building of heating, lighting or electrical systems.
Contracting Party	A person, firm or company with whom **you** have a direct contractual relationship
Costs	• **Own costs** The legal or professional costs (including any disbursements such as Counsel's or expert's fees) reasonably charged to **you** by **your representative** • **Other party costs** In civil proceedings, the legal costs incurred by the party **you** are in dispute with that a Court or Tribunal orders **you** to pay or that **you**, with **our** prior written agreement, agree to pay under the terms of a settlement. This does not include any costs **you** are responsible for paying under the terms of a contract
Domestic Employee	Any individual engaged by **you** to carry out duties within **your home**
Employee	Any person under a contract of service with **you** in connection with the **Business**

Excess	The initial amount of **costs** or **compensation** as shown in the **policy** schedule that **you** must pay in a **claim** before **we** will make any payment under this **policy** if **you**: • Use **our** choice of **representative** • Exercise **your** freedom to choose **your representative** as described under **Claims condition: Instruction and choice of your representative, Counsel and experts** **Excess any one claim** for **our** choice of **representative** Section of cover: Consumer dispute — £250 Any one claim Section of cover: Employment pursuit — £250 Any one claim All other Sections of cover — Nil **Excess any one claim** if **you** are able to choose **your** own **representative** Sections of cover: Employment pursuit, Tax protection and Jury service — Nil All other sections of cover — £1,000
Maximum construction project value	The maximum value a construction project is estimated to cost when the value of all the contracts concerning the project are added together as shown in the **policy** schedule Maximum construction project value — Contract disputes - £500,000
Minimum sum	The sum in dispute between **you** and the **Contracting party** as specified below which **we** will not cover: Section of cover: Consumer disputes — £500
Period of insurance	The period of time during which insurance is provided by this **policy** as shown in the **policy** schedule
Policy	Section A Cover E Personal Legal Expenses or Section K Commercial Legal Expenses of this insurance policy as appropriate, including the schedule and any endorsements that apply
Property	Land (including walls) or buildings owned or occupied by **you** for which **you** are legally responsible
Reasonable prospects of success	**We** will make **our** decision on whether to cover **your claim** based on a legal opinion from **your representative** (and any professional advice **we** regard necessary) on whether **your claim** has at least a 51% chance of: • Successfully pursuing **your** case and securing a legal and/or financial remedy • Not being found liable in a civil (not criminal) case against **you** • Being found not guilty in the defence of a criminal prosecution • Securing a significant reduction of **your** punishment or fine in a criminal prosecution • Successfully appealing the decision of the relevant authority If there is 50% or less chance of the above **we** will not provide cover.
Representative	A solicitor, barrister, accountant or other appropriately qualified person appointed to act for **you** and who agrees to comply with the terms of this **policy**. The chosen representative must not be a person employed by **you**.

Territorial limits	The regions as stated in the **policy** schedule which will have the following meanings: • UK: The United Kingdom of Great Britain and Northern Ireland
We/Our/Us	Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance, 20 Fenchurch Street, London EC3M 3AZ. **Claims** will be handled by Markel Protection Limited which is a separate legal entity to Markel International Insurance Company Limited. The insurer is liable only for the proportion of liability it has underwritten. The insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is the insurer otherwise responsible for any liability of any other insurer that may underwrite this contract
You/Your	**For Commercial Legal Expenses, "You/Your" means:** • The business(es) or individual(s) declared to **us** and named in the **policy** schedule • Under **Criminal defence, Employee's extra protection** and **Licence appeals** you may request your **employee**, or a director or a partner of your business to be covered by your **policy** provided that under **Criminal defence** the same **representative** acts for all **For Personal Legal Expenses, "You/Your" means:** • The person(s) specified in the **policy** schedule and their spouse(s) (whether married or common law) and their children (provided they reside permanently at the same address as the person(s) specified in the **policy** schedule or are a full time student living away from home. Anyone claiming under **Personal Legal Expenses** must have the consent of the person(s) specified in the **policy** schedule.

Insuring Agreement:

You agree:

(a) to adhere to all of the terms and conditions of this **policy**;
(b) to comply with all legal requirements and regulations imposed by any government authority for agriculture

Information you have given us

In deciding to accept this **policy** and in setting the terms and **premium**, **we** have relied on the information **you** have given **us**. **You** must ensure that all information provided is accurate and complete.

You have a duty to make a fair presentation of the risk which **you** wish to insure.

A 'fair presentation of the risk' is one

- which discloses to **us** every material circumstance which **you** know of or ought to know of, or
- which includes any material information known by your senior management and anyone responsible for arranging the **policy** on **your** behalf,
- which includes any information that **you** would be aware of by making a reasonable search
- which makes that disclosure in a manner which is reasonably clear and accessible to **us** and
- in which every material representation as to a matter of fact is substantially correct and every material representation as to a matter of expectation or belief is made in good faith.

A 'material circumstance' is one that would influence **our** decision as to whether or not to agree to insure **you** or, if so, the terms of that insurance (including the amount of the premium). If **you** are in any doubt as to whether a circumstance is material **you** should disclose it to **us**.

If **you** become aware that information **you** have given **us** is inaccurate **you** must inform **us** as soon as practicable.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this **policy** as if it never existed and decline all **claims** and **we** need not return any of the **premium** paid. **You** will need to return any claims payments already made by **us**.

If **we** establish that **you** carelessly provided **us** with false or incomplete or misleading information that **we** have relied upon in accepting this **policy** and setting its terms and **premium** it could adversely affect **your policy** and any **claim.** For example, **we** may:

(a) treat this **policy** as if it had never existed and refuse to pay all **claims** and return the **premium** paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
(b) amend the terms of **your policy**. **We** may apply these amended terms as if they were in place from the start of the **policy** if **we** would have applied those terms if **you** had provided a fair presentation;
(c) reduce the amount **we** pay on all **claims** in the proportion the **premium you** have paid bears to the **premium we** would have charged **you**; or
(d) cancel **your policy** in accordance with the "Cancelling this **policy**" section.

(b) to (d) may all apply at the same time.

We or **your broker** will write to **you** if **we**:

(a) intend to treat this **policy** as if it never existed; or
(b) need to amend the terms of **your policy**; or
(c) Intend to reduce the amount **we** pay for **claims** under (c) above.

No return premium will be allowed if **you** have notified or made a **claim.**

Notifying us of any changes

You must notify **us** or **your broker** as soon as possible if **you** become aware of any changes in the information **you** have provided to **us,** or of any new material circumstance, which happens before or during any **policy period**. All notifications must be made in writing, by email, or by telephone. If **you** fail to notify such changes to **us** or your **broker** this may result in actions as described on the previous page.

You should review the sum insured as shown in the **schedule** on a regular basis to ensure it is accurate.

Should **you** be in any doubt whether information should be presented to **us you** should disclose it to **us,**

Changes to the information **you** have provided could result in **you** having to pay an additional premium or **us** amending the terms of **your policy** or cancelling the Section or the **policy**

Cancelling this policy

You can cancel this **policy** at any. **You** can do this by notifying **your broker**. Alternatively **you** can notify **us** by email at info@farmsure.co.uk .

We can cancel this **policy** by giving **you** 14 days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

(a) Non-payment of **premium**
(b) A change in risk occurring which means that **we** can no longer provide **you** with insurance cover
(c) Non-cooperation or failure to supply any information or documentation **we** request
(d) Threatening or abusive behaviour or the use of threatening or abusive language when dealing with **us** or **your broker**.

Refund of premium

This **policy** has a cooling off period of 14 days from either:

(a) the date **you** receive this **policy**; or
(b) the start of the **policy period**

whichever is the later.

If **you** cancel this **policy** within the cooling off period, **we** will refund **your premium** in full, provided no **claim** has been notified or made.

If this **policy** is cancelled by **you** or **us** after the cooling off period, provided **you** have not notified or made a **claim**, **you** will be entitled to a refund of the **premium** paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for 6 months, the deduction for the time **you** have been covered will be half the annual **premium**. Any additional **premium** due to **us** during the **policy period** for additional risks will be retained by **us** in full.

If a **claim** is paid on any item, whether by settlement, compromise or otherwise, no return of **premium** will be allowed for that item.

Cancellation of the **policy** by **us** does not affect the treatment of any **claim** arising under the **policy** in the period before cancellation.

Policy Fee

In addition to the **premium you** will also be required to pay a Policy Fee as shown in the **Schedule**. This is payable when **you** first take out this insurance and also at each subsequent renewal of the **policy**. The Policy Fee is not refundable should the **policy** be cancelled by **you** or **us**.

Complaints

We are committed to providing a high quality and professional service and to maintain fair outcomes for **our** customers.

How to make a complaint

All Sections of this policy (other than Section A Home Insurance Part E – Personal Legal Expenses & Section K- Commercial Legal Expenses)

If **you** are dissatisfied or have any complaints about **your policy** or the handling of a **claim you** should, in the first instance, contact Legal, Regulatory & Compliance on the following contact details:

By telephone:	+44 (0)20 7953 6020
By email:	complaints@markelintl.com
By writing to:	Legal, Regulatory & Compliance Markel International Insurance Company Limited 20 Fenchurch Street London England EC3M 3AZ

The aim of this procedure is to settle the complaint fairly and as quickly as possible. **We** will use **ou**r best endeavours to comply with the timeframes set out below.

A complaint received by Markel International Insurance Company Ltd (whether by letter, facsimile, e-mail, telephone conversation or other oral representation) will be allocated to an appropriate person to carry out an independent review of the justification of the complaint.

- Complaints will be acknowledged in writing no later than five business days after receipt. That acknowledgement will include the name of the person who will be reviewing the complaint and a copy of this Complaint Procedure.
- **We** will try to resolve a complaint within four weeks and give a written final response, or send an interim response explaining why **we** are not yet in a position to resolve matters.
- By the end of eight weeks following receipt of a complaint, a final response will be issued or a further interim response giving an indication as to when a final response can be expected.
- When **we** issue our final response **we** will include a copy of a leaflet published by Financial Ombudsman Service ("FOS").

The FOS operates a dispute resolution facility for consumers, micro-enterprises (small businesses), small charities and trustees. An eligible Complainant has up to six months to register a complaint with the FOS if the outcome was not to their satisfaction. If **you** do not refer **your** complaint in time, the Ombudsman may not have **our** permission to consider the complaint and will only be able to do so in very limited circumstances. For example if the Ombudsman believes that the delay was as a result of exceptional circumstances.

Section A Home Insurance Part E – Personal Legal Expenses & Section K- Commercial Legal Expenses only

If **you** are not satisfied with any part of **our** service then **you** should contact **us** using the details in **Important information – How to make a complaint** within the **policy** Section A Home Insurance Part E or Section K – Commercial and Legal Expenses and **we** will do our best to resolve the problem.

The Financial Ombudsman Service "FOS"

If there is a dispute between **you** and **us** that **we** cannot resolve through **our** complaints process then **you** may be able to refer the matter to the FOS who will arbitrate over the dispute as long as they have jurisdiction over the matter. **You** can contact them at the following:

The FOS operates a dispute resolution facility for consumers, micro-enterprises (small businesses), small charities and trustees. An eligible complainant has up to 6 months to register a complaint with the FOS if the outcome was not to their satisfaction. Should it prove necessary for the FOS to make a determination and the complainant accepts it, then we are bound by that determination up to a specified maximum amount.
You can contact the FOS at:

Financial Ombudsman Service, Exchange Tower, London E14 9SR

Email:	complaint.info@financial-ombudsman.ord.uk
Telephone:	0800 0234 567 (normally free for land line users)
Telephone:	0300 1239 123 (charged at the same rate as 01 or 02 numbers on mobile phone tariffs)
Website:	www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

Markel International Insurance Company Limited is covered by the Financial Services Compensation Scheme. (FSCS) **You** may be entitled to compensation from the FSCS if **we** are unable to meet our obligations to **you** under this **policy**.

If **you** are entitled to compensation from FSCS, the level and extent of the compensation will depend on the nature of this insurance. Further information about the FSCS is available on their website: www.fscs.org.uk or **you** can write to them at PO Box 300, Mitcheldean, GL17 1DY

Employers' Liability Tracing Office

Certain information relating to **your** insurance **policy** including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the 'ELTO') and added to an electronic database, (the 'Database').

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the 'Claimants'):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance **policy you** will be deemed to specifically consent to the use of **your** insurance policy data in this way and for these purposes.

What to do in the event of a claim or potential claim

All Sections of this policy (other than Section A Home Insurance Part E – Personal Legal Expenses & Section K- Commercial Legal Expenses)

Claim Notification

Conditions that apply to this **policy** in the event of a **claim** are set out in the Claims Conditions pages of this **policy**. It is important that **you** comply with all **policy** conditions and **you** should familiarise **yourself** with their requirements.

Directions for claim notification are included in the Claims Conditions. Please remember that events that may give rise to a **claim** under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The Claims Conditions require **you** to provide **us** with any reasonable assistance and evidence that **we** may require concerning the cause and value of any **claim**. Ideally, as part of **your** initial claim notification, **you** should provide:

• **Your** name, address, and **your** home and mobile telephone numbers

• Personal details necessary to confirm **your** identity

• Policy number

• The date of the incident

• The cause of the loss or damage

• Details of the loss or damage together with claim value if known

• Police details where applicable

• Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable **us** to make an initial evaluation on **policy** liability and claim value. **We** may, however, request additional information depending upon circumstances and value which may include the following:

• Original purchase receipts, invoices, instruction booklets or photographs

• Purchase dates and location of lost or damaged property

• For damaged property, confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair.

Sometimes **we** or someone acting on **our** behalf, may wish to meet with **you** to discuss the circumstances of the **claim**, to inspect the damage or to undertake further investigations.

Where **we** can offer repair or replacement through a preferred supplier but **we** agree to pay **our** customer a cash settlement, then payment will not exceed the amount **we** would have paid **our** preferred supplier.

Claims Conditions

In the event of breach of the below Conditions, we shall have no liability under this policy, unless you show that non-compliance with these conditions could not have increased the risk, severity or amount of the loss which actually occurred in the circumstances in which it occurred.

1 Action you must take

Not applicable to Section A Home Insurance (see point 2 below) or Section K Commercial Legal Expenses Insurance which have their own Claims Conditions which apply instead of the following.

On the discovery of any circumstance or event which may give rise to a **claim** under this **policy you** must:

A) notify **us** as soon as reasonably possible,
B) give notice within 24 hours to the Police Authority in respect of **damage** (other than by fire or explosion) caused by malicious persons or thieves if insured by this **policy**,
C) carry out and permit to be taken any action which may be reasonably possible to prevent further **damage** and to minimise or check any interruption of or interference with the **business** or to avoid or diminish the loss,
D) within 30 days after the circumstances or event or of the expiry of **policy period** or such further time as **we** may allow, and at **you**r own expense, deliver to **us**:

    i) full information in writing of the **claim**,
    ii) details of any other insurance relating to the **claim**,
    iii) all such business books, documents, proofs, information, explanation and other evidence as may be reasonably required all of which information and details may be produced by **your** professional accountants or auditors who are regularly acting as such, their report being prima facie evidence of such information and details,
    iv) if demanded a statutory declaration of the truth of the **claim** and of any matter connected with it

E) in respect of Section G Money Insurance – Cover 2 Personal Injury (Robbery) and Personal Accident Insurance:

    i) provide all medical certificates, reports, information and evidence required by **us** to substantiate the **claim**.

If the terms of this Condition have not been complied with, and as a direct consequence, the amount for which **we** are liable under this **policy** has increased, then no payment will be made by **us** in respect of the amount of such increase.

F) in respect of Section I Liability Insurance:

    i) every letter, claim, writ or summons and process in connection with such circumstances will be forwarded to **us** without undue delay on receipt,

    ii) written notice will also be given without undue delay by **you** to **us** immediately when **you** have knowledge of any prosecution, inquest or inquiry in connection with any circumstance which may give rise to liability under this **policy.**

2 Claims Conditions which apply to Section A Home Insurance (other than Cover E – Personal Legal Expenses which are contained within the Section)

These are the claims conditions **you** will need to keep to as **your part** of the contract.

If anything happens which might lead to a **claim**, what **you must** do depends on what has happened. The sooner **you** tell **us** the better.

You should also check the information on 'How **we** settle claims' under the part of **your policy** which covers the loss or damage, e.g. buildings, contents.

What you must do

If **you** are the victim of theft, riot, a malicious act or vandalism, or if **you** lose something away from **your home**, tell the police immediately and ask for a crime reference number and tell **us** as soon as **you** can, or in the case of riot tell **us** immediately.

If someone is holding any of **your family** responsible for an injury or any **damage**, no one in **your family** must admit responsibility. Give **us** full details in writing as soon as **you** can and any claim form, application notice, legal document or other correspondence sent to **your family** must be sent to **us** straightaway without being answered.

For all other **claims**, tell **us** as soon as **you** can.

You should do all **we** reasonably ask **you** to do to get back any lost or stolen property.

Do not throw away any damaged items before **we** have had a chance to see them.

To help **us** deal with **your claim** quickly, **we** may require additional information which may include the following:

- original purchase receipts, invoices, instruction booklets or photographs;
- purchase dates of lost or damaged items;
- for damaged items, confirmation by a suitably qualified expert that the item **you** are claiming for is beyond repair.

Rights and responsibilities

We may need to get into a building that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

You must not settle, reject, negotiate or offer to pay any claim **you** have made or intend to make under this insurance without **our** written permission. **We** have the right, if **we** choose, in **your** name but at **our** expense to:

- take over the defence or settlement of any **claim**;
- start legal action to get compensation from anyone else;
- start legal action to get back from anyone else any payments that have already been made.

You must give **us**, at **your** reasonable expense, all the information **we** ask for about any **claim**. **You** must help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

When **you** contact **us**, at **our** option **we** will:

- ask **you** to get estimates for building repairs or replacement items; or
- arrange for the **damage** to be inspected by one of **our** Claims Advisors or an independent loss adjuster – their aim is to help **us** agree a fair settlement with **you**; or
- arrange for the repair or a replacement as quickly as possible.

3 Action you must take (Section D Livestock)

In the event of breach of the below Conditions, we shall have no liability under this policy, unless you show that non-compliance with these conditions could not have increased the risk, severity or amount of the loss which actually occurred in the circumstances in which it occurred.

A) Applicable only to Section D Part 3 Cover A Contraction of Foot and Mouth

Evidence will be provided by **you** to **us** of the compensation received from the appropriate Government Authority for Agriculture in respect of the slaughter of cattle, sheep, pigs and goats on the farm and advice of the dates upon which the farm:

i) is held to be free from infection and permission to restock has been given; and

ii) is restocked to the extent of 25 per cent or more if such date is within four weeks after the permission to restock has been given.

B) Applicable only to Section D Part 3 Cover B Brucellosis

On receipt of the notice **we** will send an authorisation form for **you** to sign and return to enable **us** to obtain from the Ministry full particulars of the stock required to be sent to slaughter under the provisions of the scheme together with details of any previous Brucellosis reactions in the Herd. A professional valuation at **your** expense will be carried out before the slaughter of any animal for which the Sum Insured per head exceeds £1,000.

Submission of:

i) the completed authorisation form

ii) certificate BS15 (Incentive Scheme) countersigned by the abattoir to which each **animal** is consigned for slaughter or certificate BES417 (Area Eradication Scheme)

will constitute evidence of a claim and will be used as the basis of Settlement

C) Applicable only to Section D Part 3 Cover C Bovine TB (Tubercullin) Test

In the event of any accident or injury to or illness or disease of any **animal you** will at **your** own expense

i) immediately provide for adequate attendance and treatment by a qualified **vet** and provide **us** with a report by the attending **vet** on the condition of such **animal**. **We** may at **our** option arrange for the inspection of such **animal** by a veterinary adviser and **you** will make such **animal** available for this purpose.

ii) immediately arrange for a post-mortem examination to be made by a qualified **vet** and forward the post-mortem report to **us. You** will at **your** own expense provide **us** with such information and other evidence accompanied by such **vet** certificates and statutory proofs as to identity and value of the **animal** as **we** may require.

4 Rights of the Company

Applicable only to Section I Liability Insurance

No admission, offer, promise, payment or indemnity will be made, or given, by **you** or on behalf of **you** without **our** written consent and **we** will be entitled to take over the absolute control of and conduct in **your** name the negotiation, proceeding, defence or settlement of any **claim** or to prosecute any **claim** in **your** name for **your** own benefit, and will have full discretion in the conduct of any proceeding and in the settlement of any **claim**.

5 Rights of Recovery

Any claimant under this **policy** will, at **our** request and expense, take and permit to be taken all necessary steps for enforcing rights against any other party in **your** name before or after any payment is made by **us.**

We will not enforce any rights against any company being parent of or subsidiary to **you** or any company which is a subsidiary of a parent company of which **you** are **yourself** a subsidiary in each case as defined by the Companies Act 1985 or the Companies (Northern Ireland) Order 1986.

6 Section D Part 3 Cover B Brucellosis

All benefit under Section D Part 3 Cover B Brucellosis will be forfeited if **you** are convicted of any offence under the Agricultural Act 1970, the Animal Health Act 1981 or any amendments to these Acts or infringe the conditions and rules of any relevant accreditation scheme.

7 Contribution –

A) Applicable to Section B Property Damage, Section C All Risks - UK, Section F Deterioration of Stock and Section H Loss of Revenue only:

If at the time of any **claim**, there is any other insurance covering **your** interest in the property damaged, **our** liability under this **policy** will be limited to its rateable proportion of such **claim**, and will be subject to any Underinsurance Provision.

Additionally, in respect of Section B Property Damage and Section C All Risks - UK only:

i) if any such other insurance is subject to any Underinsurance Provision, this **policy**, if not already subject to any Underinsurance Provision will be subject to the Provision in like manner.
ii) if any other insurance effected by or on behalf **you** is expressed to cover any of the property insured but is subject to any provision whereby it is excluded from ranking concurrently with this **policy** either in whole or in part or from contributing rateably to **damage**, **our** liability will be limited to such proportion of the **damage** as the Sum Insured bears to the value of the Property.

B) Applicable to Section I Liability Insurance – Covers 1 - 5

Other than in respect of Section I Cover 2 Extension 3 (Contingent Motor Liability) to Section I Cover 2 (Public/Products Liability), if at the time of any **claim** there is or, but for the existence there would be, any other insurances covering the same legal liability, the indemnity will not apply except in respect of any amount beyond that which would have been payable under such insurances had this not been effected.

Where a **claim** includes the defence of criminal proceedings brought or in appeal against conviction **we** will not pay any costs or expenses where cover is provided by any other insurance or where but for the existence of this **policy** it would have been provided by such insurance.

C) All other sections

If any **claims** covered under this **policy** are also covered by another policy, or would have been covered if this **policy** did not exist, **we** will only pay **our** share of the **claim** even if the other insurer refuses the claim. This is worked out by using the same ratio as the limit of liability stated in the **schedule** bears to the total amount of all insurance covering the loss. Any claims payment will not exceed the total limit of liability stated in the **schedule** or the **market value.** The **market value** is applicable to **Section B** only**.**

Section A Home Insurance Part E – Personal Legal Expenses & Section K- Commercial Legal Expenses only

To make a claim

If you need to make a claim or let us know about a situation that could lead to a claim, you should contact us as soon as possible providing your policy number and brief details of the circumstances using the telephone number shown on your policy schedule at Section A Part E or by writing to/emailing us using the details below:

The Claims Department
Markel Legal Expenses Insurance
Interchange, 81-85 Station Road
Croydon
CR0 2AJ

LEIclaimsuk@markel.com

If you write to or email us a claim form will be sent to you for completion and this must be returned without delay.

Claims conditions

There are conditions contained below which must be complied with or met for **us** to provide cover under this **policy**.

1. How and when to make a claim

We will only cover **claims** that **you** tell **us** about during **your period of insurance.**

You must tell **us** as soon as possible when **you** become aware of any cause, event or circumstance which does or may involve **you** and which has given, or may give rise to a **claim**, dispute, legal proceedings or tax investigation.

Where **we** have accepted notification as described above, **we** will treat any later **claim** regarding that notified cause, event or circumstance as though the **claim** had been notified during the **period of insurance**.

We will send **you** an insurance claim form that must be completed and returned as soon as possible.

2. When we will agree to cover your claim

Our consent

We will only cover **claims** where **you** have obtained **our** consent in writing before incurring any **costs**. **We** will give **our** consent for **you** to incur **costs** provided that **you** can satisfy **us** throughout **your claim** that:

- It is reasonable and proportionate (in relation to **your claim**) to incur **costs**
- there are **reasonable prospects of success,** other than **Sections of cover:**
    - **Section K Commercial Legal Expenses - Employment disputes – ACAS Early Conciliation**
    - **Section K Commercial Legal Expenses - Employment disputes - Employment Tribunals response (ET3)**
    - **Section K Commerical Legal Expenses - Employment disputes - Pre-hearing review/Employment status disputes**
    - **Section A Home Insurance – Personal Legal Expenses - Criminal defence - Interview under caution and Section K Commercial Legal Expenses – Criminal defence – Interview under caution**
    - **Section A Home Insurance – Personal Legal Expenses - Court attendance costs and Section K Commerical Legal Expenses – Court attendance costs**

If during the course of **your claim you** no longer satisfy **us** of the above, cover under this **policy** for **costs** and **compensation** will be withdrawn and any **costs** incurred or **compensation** awarded on or after the date of withdrawal will not be covered whether **we** previously agreed to them or not.

We will make **our** decision on whether to cover **your claim** based on:

- A fully completed insurance claim form
- The information and documentation **we** reasonably request
- A legal opinion from **your representative** on whether **your claim** has **reasonable prospects of success** and any professional advice **we** regard necessary

If **your claim** is accepted by **us**, it does not always mean that all **costs** or **compensation** will be paid, for example **we** will not cover **costs** for things that are not directly relevant to **your claim**. **We** may also limit any cover **we** provide by time, amount or to a specific stage of legal proceedings in order to allow **us** to review **our** continued acceptance of **your claim**.

If after accepting **your claim**, it is shown that **your claim** has not been brought within the terms and conditions of the **policy,** no further cover will be provided and **we** will recover from **you** any **costs** and **compensation we** have paid.

Counsel's opinion

At **our** discretion **we** may also require **you** to obtain a legal opinion from counsel at **your** expense to satisfy us that there are **reasonable prospects of success** and it is reasonable and proportionate (in relation to **your claim**) to incur **costs**.

If based on Counsel's opinion **we** are satisfied in respect of the above the reasonable **costs** of obtaining that opinion will be paid by **us** subject to the **excess** and the **limits of indemnity** shown in the **Defined Terms** Section of this **policy.**

Claims rejected due to a lack of Reasonable Prospects of Success

If **we** rejected **your claim** solely due to a lack of **reasonable prospects of success**, **we** will pay **costs** that are reasonable and proportionate to the legal and/or financial remedy achieved, subject to the terms and conditions of this **policy** if:

- **You** proceeded with the legal action which formed **your claim** to its conclusion with a Court, Tribunal or equivalent having issued a judgment (excluding any settlement, mediation, alternative dispute resolution or equivalent resolution process) and were successful
- **You** were defending, the judgment found **you** were not at fault
- **You** were pursuing, the judgment awarded **you** the remedy **you** were seeking at the time **we** rejected **your claim**
- **You** tell **us** about it as soon as possible

3. Settlements

You must inform us as soon as an offer of settlement is received and **you** must obtain **our** consent before **you** make or respond to any offer of settlement.

In any settlement **you** must:

- Take into account the prospects of the case and likely future **costs** and/or **compensation**
- Try to recover as much **costs** as possible

If **you** unreasonably reject an offer of settlement which **we** recommend acceptance of or make an offer which **we** do not agree with, no further cover will be provided and **we** may seek to recover from **you costs** and/or **compensation we** have paid.

At **our** discretion, instead of covering **you** for **costs** and/or **compensation**, **we** can choose to pay:

- The damages **you** are likely to be awarded by a Court or Tribunal or
- The amount of money being claimed against **you** or the amount of money the other party will settle for, whichever is the lesser

If **we** choose to do this, then **your claim** will end and no further payments of **costs** or **compensation** will be made.

During a **claim** under **Sections of cover – Section K Commercial Legal Expenses: 'Employment disputes', 'Employment compensation awards', 'Regulatory Compliance - Data protection defence' and 'Regulatory Compliance - Data protection compensation'** of this **policy**, **we** can require **you** to offer to pay an amount of money to the person **you** are in dispute with, if **we** have agreed to cover that amount as **costs** or **compensation**.

4. Co-operation

You must co-operate with **us** and **your representative** at all times during the course of **your claim** this includes:

- Allowing **us** and **your representative** to communicate directly with each other about **your** case
- Providing a full and truthful account of **your** case and with all necessary documentation or evidence
- Attending any meetings as required
- Instructing **your representative** to provide **us** with information, documentation or evidence **we** require (even if privileged) and regular updates including when anything negatively affects the factors we took into account in accepting **your claim**.

5. Recovery of costs

If the outcome of **your** case is that another party is found responsible for reimbursing **you** for some or all of **your costs**, **you** and **your representative** must make every effort to fully recover those **costs** which **you** must pay to **us**.

If the legal case was settled and the terms of the settlement do not specify the split between damages and costs then a fair and reasonable proportion of that settlement will be treated as **costs** and paid to **us**.

If any money is recovered from the other party then that money will be treated as **costs** and repaid to **us** first until all **costs** have been repaid to **us**.

6. Payment of costs and compensation

A copy of all invoices for **costs you** receive from **your representative** should be forwarded to **us** within 30 days of the date the invoice was issued. If **we** require, **you** must ask **your representative** to send the costs for assessment by a court or tribunal or to a costs lawyer of **our** choice.

You are responsible for the payment of all **costs** or **compensation**. **We** will reimburse **you** for the **costs** or **compensation** subject to the **excesses** and the **limits of indemnity** shown in the **Defined Terms** Section of this **policy**, in **your schedule** or elsewhere in this wording. **We** may settle these **costs** directly if **we** choose to do so.

7. Appeals

If **you** wish to appeal against the judgment or decision of a court or tribunal or if there is an appeal against a judgment that is in **your** favour, **we** will consider providing further cover if:

- **We** covered the initial legal proceedings that are being appealed as a **claim** and cover was not withdrawn
- The grounds for the appeal were submitted to **us** as soon as possible and before any deadline set by the Court or Tribunal

If **we** require, **you** must co-operate in an appeal against the judgment or decision of a Court or Tribunal.

8. Instruction and choice of Your Representative, Counsel and experts

In all cases **your representative** will be appointed in **your** name and on **your** behalf.

We will choose a **representative** to act on **your** behalf other than at the point of an inquiry or legal proceedings where **you** will have freedom to choose **your representative** subject to **us** approving **your** choice.

You will also have freedom to choose **your representative** if there is a legal conflict of interest between **you** and **us** subject to **us** approving **your** choice.

When selecting **your representative**, **you** must have regard to **your** duty to minimise the cost of any **claim**.

The name and address of **your** chosen **representative** must be notified to **us** in writing. **We** will accept **your** choice if:

- **We** are satisfied that **your** chosen **representative** will co-operate with **us** and enable **you** to comply with the terms and conditions of **your policy**
- The **representative** has the necessary experience to deal with the dispute
- The **representative's** charging rates are fair and reasonable in regard to the dispute

A dispute arising from **your** choice of **representative** may be referred to arbitration in accordance with **Section A Home Insurance Part E – Personal Legal Expenses - How to make a complaint about your policy or Section K- Commercial Legal Expenses – How to make a complaint about your policy**

You must not enter into any agreement with **your representative** as to the basis of calculation of **costs** without **our** written consent.

If in any **claim your representative** wishes to instruct counsel or an expert the following must be submitted to **us** for **our** approval:

- The expert's or Counsel's name
- Details of their expertise
- Charging rates and estimated cost
- An explanation of the need for such instruction

General policy terms

General terms which apply to the whole of this **policy** except **Section I Liability Insurance.**

Your private data

We do not disclose any non-public personal information about **you** to anyone except as is necessary in order to provide **our** products or services to **you** or otherwise as **we** are required or permitted by law (for example a fraud investigation, regulatory reporting etc.)

We restrict access to non-public personal information about **you** to **our** employees, **our** affiliates employees or others who need to know that information to service **your** account. **We** maintain physical, electronic and procedural safeguards to protect **your** non-public personal information.

Single policy only for composite insureds

Our limit of liability stated in this **policy**, will remain **our** maximum limit of liability regardless of the number or type of insureds or number of claims under this **policy**.

Choice of law and jurisdiction

You and **we** are free to choose the law applicable to this **policy**. Unless specifically agreed to the contrary this **policy** will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England. Any Acts of Parliament referred to are as amended.

Sanctions

We will not provide any benefit under this **policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Our right to subrogate against third parties

If **we** make any payment to **you** under this **policy** then any rights **you** have of recovery from a third party, to the extent of such payment, are transferred to **us** and **we** will be entitled, at **our** own expense to sue in **your** name for recovery of the payment **we** have made to **you**.

To assist **us** with this **you** must provide **us** with all documents and give **us** all the reasonable assistance **you** can to secure such rights and remedies. **You** must not do anything to jeopardise or extinguish the rights against a third party or parties to which **we** are entitled, and will take all necessary steps to preserve such rights.

Rights of third parties

A person who is not a party to this **policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Other insurance

If **you claim** under this insurance for something which is also covered by another insurance policy, **you** must provide **us** with full details of the other insurance policy. **We** will only pay **our** share of any **claim**.

This **policy** will become secondary to any other local, state or government payments **you** are entitled to and collect from. **We** will subtract any sum of money **you** are entitled to or paid from local, state or federal governments.

Fraudulent claims

1. If **you** make a fraudulent claim under this **policy**, **we**:

   a) are not liable to pay the claim; and
   b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
   c) may by notice to **you** treat this **policy** as having been terminated with effect from the time of the fraudulent act.

2. If **we** exercise **our** right under clause 1. c) above:

   a) **we** will not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this **policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
   b) **we** need not return any of the **premiums** paid.

Reasonable Precautions (applicable to the whole policy other than Section G Money Insurance Cover 2 Personal Injury (Robbery), Section I Liability Insurance, Section J Personal Accident)

You will take all reasonable precautions to prevent or diminish **damage** or any occurrence or cease any activity which may give rise to liability under this **policy** and to maintain all property insured in sound condition, at **your** own expense.

Alterations

This **Policy** will be terminated if:

A. the **business** is wound up or carried on by a liquidator or receiver or permanently discontinued; or
B. **your** interest ceases otherwise than by death; or
C. any alteration is made either in the **business** or in the **premises** or property or any other circumstances whereby the risk is increased unless otherwise stated;

at any time after the commencement of this **policy** unless it is advised to **us** and its continuance be admitted by **us** and in respect of C. above **we** agree not to terminate the **policy** provided that:

(i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement of this **policy we** would not have entered into this **policy** on any terms;
(ii) **you** will pay an appropriate additional **premium** if required by **us** with effect from the date of the alteration;
(iii) **we** will be entitled to impose additional terms, other than **premium**, with effect from the date of the alteration.

Transferring your interest in the policy

You can't transfer and/or assign **your** interest in this **policy** to anyone else without **our** prior written permission.

General interests

The interests of free-holders lessees under-lessees assignees including mortgagees of Buildings insured by this **policy** are noted in the insurance provided subject to their names being disclosed to **us** by **you** in the event of a **claim**.

Several Liability Clause

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Long Term Agreement

If shown on the **schedule** as "Applicable" **we** will allow **you** the discount specified in the **schedule** off the **premium** on this **policy** in consideration of **you** agreeing to continue this **policy** for an initial period of three consecutive years on the terms and conditions in force at the expiry of each **policy period** and to pay the **premium** annually in advance, it being understood that

A) **we** will be under no obligation to accept an offer made in accordance with the above undertaking
B) the sums insured may be reduced at any time to correspond with any reduction in value or reduction in the **business**
C) this undertaking will continue for each subsequent three-year period unless cancelled by **you** or **us.**

The above undertaking applies to any **policy** or **policies** which may be issued by **us** in substitution for this **policy** and the same discount will be allowed off the **premium** on any substituted **policy** or **policies** issued by **us.**

Payment of the **premium** due at the commencement of each three-year period will be deemed acceptance by **you** of the terms of this clause.

Index Linking (applicable to Section A Home Insurance, Section B Property Damage Insurance & Section C All Risks Insurance only)

We will adjust the sum insured by each item to which index linking applies in line with suitable indices of costs and the **premium** for renewal will be based on the adjusted amounts.

Arbitration (not applicable to Section A Home Insurance Cover E Personal Legal Expenses, Section G Money Cover 2 Personal Injury (robbery), Section I Liability, Section J Personal Accident and Section K Commercial Legal Expenses Insurance)

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

General policy exclusions

The following exclusions apply to the whole of this **policy** unless shown otherwise. There may be additional exclusions which apply to individual sections of cover and are listed within those sections.

Wilful Acts

We will not pay for any losses that occur as a result of malicious or wilful injury or criminal or intentional acts or omissions by **you**.

War

This **policy** does not cover loss, damage, liability, cost or expense of whatsoever nature caused by, resulting from or in connection with **war**, invasion, acts of foreign enemies, hostilities or warlike operations (whether **war** be declared or not), civil **war**, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

Terrorism

This **policy** does not cover loss, damage, liability, cost or expense of whatsoever nature caused by, resulting from or in connection with any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Cyber Attack

This **policy** does not cover any loss, damage, liability, **claim**, cost, fee or expense caused by:

i.) the use of, or inability to use;
ii.) any error or omission relating to the use of; or
iii.) any hoax or threat relating to the use of;

any application, process or software.

Coronavirus

This Exclusion applies only to Section D Part 3 Livestock (Disease) (if insured by the Policy)

We will not cover any **claim** for any loss that is caused by or arises in any way from

i.) Coronavirus (COVID-19);
ii.) severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
iii.) a mutation or variation of SARS-CoV-2; or
iv.) a threat, fear or likelihood of infection with any of the above.

Communicable Diseases

This Exclusion does not apply to Section D Part 3 Livestock (Disease), to the extent that any is insured by the Policy.

1. Despite any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, **claim**, cost, expense or other sum caused by a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this Exclusion, loss, damage, liability, **claim**, cost, expense or other sum, includes, as an example, any cost to clean-up, detoxify, remove, monitor or test:

   2.1. for a Communicable Disease; or

   2.2. any property that is affected by such Communicable Disease.

3. As used in this Exclusion, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

   3.1. the substance or agent includes, as an example, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and

   3.2. the method of transmission includes, as an example, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.

4. This Exclusion applies to all coverage, coverage extensions, additional coverages, exceptions to any Exclusion and other coverage grant(s).

Avian Influenza

This **policy** does not cover any loss caused by, happening through, in consequence of or contributed to by Avian Influenza or any mutant variation thereof unless stated in the **schedule**.

Radioactive, Chemical, Biological, Bio-chemical and Electromagnetic Weapons

This **policy** does not cover loss, damage, cost, liability or expense caused by or contributed to by or arising from:

(a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

(b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

(c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

(d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or

(e) any chemical, biological, bio-chemical, or electromagnetic weapon.

Sonic Bangs

This **policy** does not cover **damage** caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Section A Home Insurance

*Only operative if this section is shown as insured in the **schedule***

The following important information, additional definitions, clauses, terms and conditions which are contained within this Section relate solely to this Section of this **Policy**.

Special Note

For Section A Cover E – Personal Legal Expenses:
The Conditions and Exclusions of Section A Cover E - Personal Legal Expenses override all General Conditions, Claims Conditions and exclusions of this **policy** for Cover E only.

For all other Covers of the Home Insurance Section:
The Conditions and Exclusions of these Covers override the General Conditions and Claims Conditions

The following definitions do not apply to Section A Cover E Personal Legal Expenses which has its own definitions

Additional Definitions for this Section

Accidental Damage Sudden, unexpected and visible damage which has not been caused on purpose.

Buildings The **home**, fixtures and fittings, patios, paved terraces, footpaths, roof mounted solar panels, tennis courts, swimming pools, garden ponds, statues and fountains permanently fixed into the ground, drives, walls, fences, hedges and gates on the land belonging to the **home**.

Buildings includes tenants' improvements and decorations, and also sheds and greenhouses up to a limit of £500 in respect of which the Basis of Cover is Standard.

Buildings does not include aerials, satellite receiving equipment and agricultural buildings.

Caravan The caravan shown in the **schedule** which belongs to or is the legal responsibility of **you** or **your family** used solely for social, domestic and pleasure purposes.

Clerical business equipment Computer, telecommunication and office equipment, office furniture and stationery, owned by **your family** or **your family's** responsibility under contract.

Clerical business equipment does not include business stock or business **money** or credit cards and no cover is provided for:

- the cost of replacing paper records, except for their value as stationery
- any loss or erasure of, or any damage, distortion or corruption to records, data, programs and software.

Contents Household goods, **high risk items**, personal documents, **personal belongings**, **clerical business equipment, pedal cycles** up to £1,000 any one item and **money,** owned by **your family** or **your family's** responsibility under contract.

Visitors' **personal belongings** in **your home**.

Contents does not include:
- motor vehicles whether licensed for road use or not (other than children's motorised cycles and power-assisted **wheelchairs**), mechanically propelled or assisted vehicles (other than garden machinery and pedestrian controlled vehicles in the home, on land belonging to the home or in agricultural buildings), aircraft, trains and boats (other than models), gliders, hang-gliders,

- wetbikes, hovercraft and other mechanically propelled or assisted watercraft, caravans, trailers or parts or accessories for any of them whether attached or detached, other than removable entertainment equipment while removed
- animals
- anything that is not used predominantly for private purposes except **clerical business equipment**
- fixtures and fittings
- **credit cards**.

Credit cards

Any credit, cheque, bankers or cash cards issued to **you** in the **geographical limits**.

Heave

Upward and/or lateral movement of the site on which **your buildings** stand caused by swelling of the ground.

High risk items

Jewellery, watches, articles of precious metal, clocks, paintings, works of art, stamp, medal and coin collections.

Home

The house or flat at the address shown on **your schedule**, its garages, greenhouses and outbuildings, all used for domestic and clerical business purposes, and including those parts used for Bed & Breakfast purposes subject to a limit of five letting rooms.

Home does not include buildings or land used for agricultural purposes.

Household linen

Towels, bed and table linen.

Minimum Standard of Security

1. The door used as the normal final exit from the home to be fitted with a lock complying with BS3621, or a key-operated multi-point deadlocking mechanism with at least three locking points.

   and
2. All other external doors to be secured as described above, or with an alternative key-operated lock plus either surface-mounted or mortice bolts fitted top and bottom.

   and
3. Sliding patio/conservatory doors to be fitted with key-operated locks top and bottom, or with the manufacturer's key-operated integral multi-point locking system.

   and
4. All windows that are externally accessible to be fitted with key-operated window locks.

Money

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

Money does not include:

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

Pedal cycles

Any **pedal cycle** and its accessories, owned by **your family** or **your family's** responsibility under contract.

Pedal cycles includes electric assisted pedal cycles but does not include any motorised **pedal cycle** unless specified in the **schedule**.

Personal belongings	Jewellery, watches, sporting equipment, licenced firearms, luggage, portable audio equipment and personal items which **your family** normally wear or carry and which are owned by **your family** or **your family's** responsibility under contract. **Personal belongings** does not include: • household goods and domestic appliances; • external television and satellite receiving equipment; • motor vehicles and children's motor vehicles whether licensed for road use or not (other than motorised or electric **wheelchairs** or any ride on mowers specified in the **schedule**), mechanically propelled or assisted vehicles, aircraft, trains and boats (other than models), **pedal cycles** unless specified in the **schedule**, gliders, hang-gliders, wetbikes, hovercraft and other mechanically propelled or assisted watercraft, caravans, trailers or parts or accessories for any of them whether attached or detached, other than removable entertainment equipment while removed; • animals; • **money**, credit cards, securities and documents of any kind; • china, glass, pottery and any other items of a similar nature which are fragile.
Subsidence	Downward movement of the site on which **your buildings** stand by a cause other than the weight of the **buildings** themselves.
Unoccupied	When **your family,** or anyone who has **your** permission, has not lived in **your home** overnight during a period of 60 days in a row.
Your family	**You** or any of the following people providing they normally live with **you**: • **your** husband, wife or partner; • **your** children (including adopted and foster children, step children • **your** relatives; • **your** domestic **employees**.
Wheelchairs	Any wheelchair or similar electric scooter designed specifically for the disabled or infirm and which does not legally require to be licensed for road use.

General Conditions

General Conditions which apply to Section A Home Insurance (other than Cover E Personal Legal Expenses)

Changes in your circumstances

You must tell **us** within 30 days as soon as **you** know about any of the following changes:

- **you** are going to move **home** permanently;
- someone other than **your family** is going to live in **your home**;
- **your home** is going to be used for short periods each week or as a holiday home;
- **your home** is going to be **unoccupied**;
- work is to be done to **your home** which is not routine repair, maintenance or decoration;
- the number of bedrooms in **your home** has changed;
- **you** or any member of **your family** has any conviction for any offence;

*There is no need to tell **us** about parking or speeding offences or any offences which are spent under the Rehabilitation of Offenders Act 1974.*

- **you** or any member of **your family** has received any formal police caution in the last 5 years;

There is no need to tell us about police cautions for parking or speeding offences.

- any increase in the value of **your contents** or the rebuilding cost of **your buildings**.

We may re-assess **your** cover and **premiums** when **we** are told about changes in **your** circumstances. If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, a **claim** might be rejected or payment could be reduced. In some circumstances **your** cover might be invalid, and **you** may not be entitled to a refund of **premium**.

Unoccupied Property

Whenever any property is **unoccupied you** must ensure that:

a) all locks, bolts and other protective devices are put into operation

b) weekly inspections of the property are carried out **you**, **your** neighbours, **your** relatives or the managing agent

c) during the months of October to April inclusive, the water supply is turned off at the mains and the water and heating systems are drained unless there is an automatic central heating system in constant operation involving the water supply.

Tenanted Properties and Holiday Lets – Services & Security

Whenever the property is untenanted or out of use **you** must ensure that:

i) all locks, bolts and other protective devices are put into full effective operation
ii) fortnightly inspections of the property are made by **you, your** neighbours, relatives or the managing agent
iii) during the months of October to April inclusive, the water supply is turned of at the mains and the water and heating systems drained unless there is an automatic central heating system in constant operation.

Jewellery Settings & Mountings

In respect of any item of jewellery over £5,000 **you** must, at **your** own expense, ensure that all settings, mountings, clips and fastenings are inspected by a competent jeweller every 3 years and overhauled if recommended by the jeweller.

What is not covered

Exclusions which apply to Section A Home Insurance (other than Cover E – Personal Legal Expenses)

Tenanted Properties and Holiday Lets

a) In respect of any property that is let or lent the **excess** will be £200 other than the **subsidence, heave** and landslip **excess**, which is £1,000

b) The insurance provided by this section excludes loss of or **damage** to **personal belongings**, clothing, **high risks items**, **money**, freezer contents & **pedal cycles**.

Musical Instruments

In respect of musical instruments **we** will not pay for:

1. loss or **damage** arising from use for semi-professional or full time professional purposes
2. loss of tone
3. the cost of replacing broken strings or drum skins
4. **damage** caused by scratching, denting or bruising

Pollution or Contamination

Any loss, **damage**, liability, cost or expense of any kind caused directly or indirectly from pollution or contamination which:

- was the result of an intentional act; or
- was expected or should have been expected; or
- was not caused by a sudden incident; or
- did not occur during the **policy period**.

Rot

Any loss, **damage**, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance

Excess – The **excess** as shown in the **policy schedule** or elsewhere in the **policy**

Date change and computer viruses

Any direct or indirect loss or **damage** caused:
by computer viruses.

Legal expenses, legal benefits and /or liability arising directly or indirectly from: - computer viruses;

but any **claim** for legal expenses/benefits to pursue compensation for personal injury is not excluded.

For the purposes of this exclusion:

- Equipment includes computers and anything else insured by this policy which has a microchip in it.
- Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.
- Microchips include integrated circuits and microcontrollers.
- Computer viruses include any program or software which prevents any operating system, computer program or software working properly or at all.

Existing and deliberate damage

Any loss, **damage**, liability, cost or expense of any kind occurring, or arising from an event occurring, before the **policy period** starts or caused deliberately by **your family**.

Wear and tear

Any loss, **damage**, liability, cost or expense of any kind caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, insects, vermin, fungus, condensation, fading, frost or anything which happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration or any loss of income.

Defective construction or design

Any loss, **damage**, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.

Extensions

If cover under this Section is operative in respect of Buildings and/or Contents the cover under this Section includes the following extensions:

Locks and Keys

What is covered

Accidental damage to the locks of, or loss of the keys to the outside doors of, **your home** or to safes and alarms in **your home**.

At **our** option **we** will pay the cost of:

- repairing or replacing keys;
- changing parts of the locks; or
- repairing or replacing the locks

What is not covered

- Loss or **damage** while **your home** is lent, let or sub-let to anyone other than **your family**.
- **Damage** to locks caused by mechanical, electrical or electronic fault or breakdown.
- Any amount exceeding £5,000 any one **claim**.
- An **excess** of £100

Trees and Shrubs

What is covered

Loss of or damage to **your** trees, shrubs, plants, hedges and lawns on the land belonging to **your home** caused by:

1. Fire, lightning, explosion, earthquake or smoke.
2. Riot, civil commotion.
3. Malicious acts or vandalism.
4. Theft or attempted theft.
5. Impact involving vehicles or aircraft or anything dropped from them or animals
6. Animals other than animals owned by **you**.

We will pay the cost of repairing or replacing **your** trees and shrubs, plants, hedges and lawns.

What is not covered

- Damage by smoke from air pollution.
- Loss or damage caused by malicious acts or vandalism while **your home** is **unoccupied** or when **your home** is lent, let or sub-let to anyone other than **your family**.
- Loss or damage caused by theft or attempted theft while **your home** is **unoccupied** or when **your home** is lent, let or sub-let to anyone other than **your family**.
- Any amount exceeding £1,000.
- An **excess** of £100.

If cover under this Section is operative in respect of Buildings the cover under this Section includes the following extensions:

Sets & Suites

What is covered
We will pay for the cost of replacing an undamaged or broken item or parts of items forming part of a set, suite or other article of uniform nature colour or design when damage or breakage occurs within a clearly identifiable area to a specific part and replacements cannot be matched.

What is not covered

- Any amount exceeding £5,000 any one **claim**.

Land & Property Agent's Fees

The cover will include Land & Property Agent's fees incurred in connection with the administration on **your** behalf of any **claim** resulting from **damage** that is insured by this **policy**, subject to a limit of £5,000 any one **claim** and in the in the **policy period** for any one event under the **policy**.

Contract Works

The cover by each item on Cover A Buildings extends to include **damage** to any Contract Works to the extent to which **you** have agreed within a contract to insure the Contract Works provided **our** liability will not exceed £100,000 in respect of all losses arising out of any one occurrence. This cover will only apply in so far as the Contract Works are not otherwise insured and is subject to an **excess** being £250

Contract Works will mean temporary or permanent works executed or in the course of execution at **your home** by **you** or on **your** behalf for the purposes of alterations or improvements to **you**r **home** including unfixed site materials for use in connection with the works.

Buildings Materials, Plant and Machinery

In respect of any construction, alteration or improvement work relating to any **buildings** at **your home** being carried out by **you** or on **your** behalf, but not under the terms of a formal building contract, the cover is extended to include **damage** to:

a) materials at **your** home intended for incorporation into such buildings

b) machinery, plant and tools at **your home** for use in connection with such work

where the cause of such **damage** is insured under Cover A Buildings.

The maximum that **we** will pay in respect of any one **claim** is £50,000.
An **excess** of £250 will apply.

Tenanted Buildings – Loss of Rent

In respect of any property that is let or lent **we** will pay for loss of rental income resulting from the property or any part of the property being closed, or its use being restricted on the order or advice of any local or governmental authority as a result of:

a) suicide or murder at the **premises**

b) injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the **premises**

c) the discovery of vermin or pests at the **premises**

d) defective drains or other sanitary arrangements at the **premises.**

This cover under this Extension will only apply for the period starting with the date on which restrictions on the property were applied and ending after 12 weeks during which time **your** rental income was reduced.

The maximum payable under this Extension for any one incident is 20% of the buildings sum insured shown in the **schedule** and excludes an **excess** of £100.

Section A Home Insurance : Cover A Buildings Insurance

What is covered:

Damage to **your buildings,** first occurring during this **policy period** at the insured location caused by the following:

1. Fire, lightning, explosion, earthquake or smoke but not:

   a) **damage** caused by smoke from air pollution.

2. **Storm** or flood but not:

   a) **damage** caused by or contributed to by frost.
   b) **damage** to fences, hedges or gates.

3. Freezing of water in fixed water or fixed heating systems. Water or oil escaping from washing machines, dishwashers, fixed water or fixed heating systems, but not:

   a) **damage** to the appliance or system which the water or oil escapes from unless freezing causes the **damage**.
   b) **damage** while **your home** is **unoccupied**.
   c) **damage** by sulphate reacting with any materials from which **your home** is built.
   d) **damage** by water escaping which results in **subsidence**, movement, settlement or shrinkage of any part of **your buildings** or of the land belonging to **your buildings.**

4. Riot, civil commotion.

5. Malicious acts or vandalism, but not:

   a) **damage** while **your home** is **unoccupied**.
   b) **damage** when **your home** is lent, let or sub-let to anyone other than **your family** unless force and violence has been used to get into or out of **your home**.

6. Theft or attempted theft, but not:

   a) **damage** while **your home** is **unoccupied.**
   b) **damage** when **your home** is lent, let or sub-let to anyone other than **your family** unless force and violence has been used to get into or out of **your home**.

7. **Subsidence** or **heave** of the site on which **your buildings** stand or of land belonging to **your buildings**, or landslip, but not:

   a) **damage** to patios, paved terraces, footpaths, tennis courts, swimming pools, garden ponds, statues and fountains permanently fixed into the ground, drives, walls, fences, hedges and gates unless **your home** is damaged by the same cause and at the same time.
   b) **damage** to solid floors or damage caused by solid floors moving, unless the foundations of the outside walls of **your home** are damaged by the same cause and at the same time.
   c) **damage** caused by structures bedding down or settlement of newly made up ground.
   d) **damage** caused by the coast or a riverbank being worn away.
   e) **damage** caused by or from demolition, alteration or repair to **your home**.
   f) **damage** caused by sulphate reacting with any materials from which **your home** is built.

8. Falling trees or branches, but not:

   a) **damage** to fences, hedges or gates

9. Falling aerials or satellite receiving equipment, their fittings or masts.

10. Impact involving vehicles, aircraft or anything dropped from them, or animals,

11. **Accidental breakage** of drains and pipes and **accidental damage** to cables and underground tanks which are used to provide services to or from **your home**, for which **your family** is legally responsible, but not:

    a) **damage** while **your home** is **unoccupied**.
    b) **damage** by gradual deterioration which has caused an installation to reach the end of its serviceable life.
    c) **damage** by water escaping which results in **subsidence**, movement, settlement or shrinkage of any part of **your buildings** or of the land belonging to **your buildings.**
    d) **damage** by any cover listed elsewhere in Cover A Buildings and which is not covered under that cover.
    e) **damage** caused by the coast or a riverbank being worn away.
    f) **damage** caused by or from demolition, alteration or repair to **your home**.
    g) **damage** caused by or from poor or faulty design, workmanship or materials.
    h) **damage** caused by sulphate reacting with any materials from which **your home** is built.

    If following a blockage, normal methods of releasing a blockage between **your home** and the main sewer or **your** septic tank are unsuccessful, **we** will pay the cost of breaking into and repairing the pipe.

12. **Accidental breakage** of glass, ceramic hobs or sanitary ware fixed to and forming part of **your home**, but not:

    a) **damage** while **your home** is **unoccupied**.
    b) the replacement cost of any part of the item other than the **damaged** glass.

13. Fees and related costs incurred in repairing or replacing damaged parts of **your buildings**, provided the damage is covered under **your policy** and subject to **our** prior agreement, but not:

    a) any fees and costs **you** have to pay for preparing or furthering any **claim**.
    b) fees and related costs incurred in meeting any building regulations, local authority or other statutory requirements or conditions if **you** were made aware of the need to meet them before the damage happened or these or any other fees or related costs apply to any undamaged parts of **your buildings.**

    We will pay for:

    i. reasonable and necessary architects, engineers, surveyors and legal fees;
    ii. the cost of removing debris, demolition, shoring up or propping up and taking away any damaged parts of **your buildings**;
    iii. the cost of meeting current building regulations, local authority or other statutory requirements or conditions provided that the damaged parts of **your buildings** are repaired or replaced.

14. Cover while **you** are selling **your home**.

    If between the date **you** exchange contracts and the date **you** complete the sale of **your home**, **your home** is damaged by anything insured under covers 1 to 12 of this section the buyer will be entitled to the benefit of this cover once the sale has been completed.

    This cover does not apply if insurance on the **buildings** of the **home** has been arranged by or for the buyer.

15. Trace and Access cover

    In the event of **damage** to **your buildings** resulting from escape of water or oil (if insured under this section) **we** will pay:

    i. the costs necessarily and reasonably incurred in locating the source of such **damage** and subsequently making good.
    ii. the cost of repairing or replacing tanks apparatus pipes or appliances which have been **damaged** by freezing.

    We will not pay any amount exceeding £25,000.

16. If **your home** is uninhabitable as a result of damage to **your buildings we** will pay:

    i. the reasonable additional cost of similar short-term accommodation for **your family** and also for any pets living with **you** and for a **your** tenant if the tenant is employed by **you** and whose written contract of employment includes the provision of accommodation by **you**.
    ii. rent **you** would have received but have lost including ground rent.

    We will not pay for:

    a) any costs **your family** would have to pay once **your home** becomes habitable again.
    b) any costs **you** agree to pay without **our** written permission.
    c) the cost of alternative accommodation for anyone who is not a member of **your family**.
    d) any costs arising from **damage** by any cover listed elsewhere in Cover A Buildings and which is not covered under that cover.
    e) any amount exceeding 30% of the **buildings** sum insured.

17. The cost of legal fees which **you** have to pay to repossess **your home** following occupation by squatters, but not:

    a) any legal fees **you** agree to pay without **our** written consent.
    b) any amount exceeding £10,000.

The following additional cover 18 is provided for **your buildings** if the **schedule** states that **Accidental Damage** is included under Section A Home Insurance - Buildings and Contents : Cover A Buildings Insurance

18. **Accidental Damage** to **buildings**, but not:

    a) **damage** while **your home** is **unoccupied**.
    b) **damage** by water entering **your home** other than by **storm** or flood.
    c) **damage** by mechanical, electrical or electronic fault or breakdown.
    d) **damage** by or from **subsidence**, **heave**, landslip, movement, settlement or shrinkage of any part of **your buildings** or of the land belonging to **your buildings.**
    e) **damage** by any cover listed elsewhere in Cover A Buildings or which is specifically excluded under that Cover A Buildings.
    f) **damage** caused by the coast or a riverbank being worn away.
    g) **damage** caused by or from demolition, alteration or repair to **your home**.
    h) **damage** caused by or from poor or faulty design, workmanship or materials.
    i) **damage** caused by sulphate reacting with any materials from which **your home** is built.

As well as insuring **your buildings**, **we** also provide the following cover;

19. The legal liability of **your family** as owner of **your buildings** and land belonging to **your home**, to pay damages and costs to others which arise from any single event occurring during the **policy period** which results in:

    i. accidental death, disease, illness or accidental physical injury to anyone;
    ii. **accidental damage** to physical property.

    The most **we** will pay is £5,000,000 plus defence costs agreed by **us** in writing.

    We will not pay for:

    a) anything owned by or the legal responsibility of **your family**.

b) injury, death, disease or illness to any of **your family** (other than **your** domestic **employees** who normally live with **you**).
c) liability arising from any employment, trade, profession or business of any of **your family**.
d) liability accepted by any of **your family** under any agreement, unless the liability would exist without the agreement.
e) liability covered by any other policy.

20. Legal liabilities which result from the ownership of any home previously occupied by **you** and insured by **us** and which arise because of Section 3 of the Defective Premises Act 1972 or Section 5 of The Defective Premises (Northern Ireland) Order 1975, as long as **you** do not have this cover under another policy.

The most **we** will pay is £5,000,000 plus defence costs agreed by **us** in writing.

We will not pay for:

a) any home previously owned and occupied by **you** in which **you** still hold legal title or have an interest.
b) any incident which happens more than 7 years after the last day of the last **policy period** in respect of any home previously insured by **us** and owned and occupied by **you**.
c) anything owned by or the legal responsibility of **your family**.
d) injury, death, disease or illness to any of **your family** (other than **your** domestic **employees** who normally live with **you**).
e) liability arising from any employment, trade, profession or business of any of **your family**.
f) liability accepted by any of **your family** under any agreement, unless the liability would exist without the agreement.
g) liability covered by any other policy.

How we settle claims

1. **We** will pay for the necessary and reasonable cost of work carried out in repairing or replacing the damaged parts of **your buildings** and agreed fees and related costs.

   At **our** option **we** will arrange for specialist investigations to be carried out.

   We may take over and conduct in **your** name with complete and exclusive control, the defence or settlement of any **claim**.

   If the repair or replacement is not carried out, **we** will pay the decrease in market value of **your buildings** due to the **damage** but not more than it would have cost **us** to repair the **damage** to **your buildings** if the repair work had been carried out without delay.

   At **our** option **we** will make a cash settlement but **we** will not pay more than it would have cost **us** to repair the **damage** to **your buildings** if the repair work had been carried out without delay.

   No allowance will be made for VAT when a cash settlement is made.

2. Where an **excess** applies, this will be taken off the amount of **your claim**. **Excesses** are as shown in the **schedule** or elsewhere in the **policy**.

3. If **your buildings** have not been kept in a good state of repair or if the sum insured at the time of the **damage** is less than the cost of rebuilding all **your buildings** in the same way, size, style and appearance as when they were new, including fees and related costs, **we** will pay the cost of repairing or replacing the damaged parts of **your buildings** and **we** will, where appropriate, take off an amount for wear and tear.

4. The most **we** will pay for any one **claim**, including fees and related costs, is the amount it will cost **us** to repair the **damage** to **your buildings** in the same way, size, style and appearance as when they were new, but not more than the sum insured or any limits shown on **your schedule**.

We will not pay for loss of value resulting from repairs to or replacement of **damage** to **your buildings**.

Section A Home Insurance : Cover B Contents Insurance

What is covered:

Damage to **contents** in **your home** occurring during the **policy period** caused by the following:

1. Fire, lightning, explosion, earthquake or smoke but not:

    a) **damage** caused by smoke from air pollution.

2. **Storm** or flood

3. Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Oil escaping from fixed heating systems.

    We will not pay for:

    a) loss or **damage** while **your home** is **unoccupied**.
    b) **damage** to the appliance or system from which the water or oil has escape.

4. Riot, civil commotion.

5. Malicious acts or vandalism, but not:

    a) loss or **damage** while **your home** is **unoccupied**.
    b) loss or **damage** when **your home** is lent, let or sub-let to anyone other than **your family** unless force and violence has been used to get into or out of **your home**.

6. Theft or attempted theft using force and violence to get into or out of **your home**.
    We will not pay for:

    a) loss or **damage** while **your home** is **unoccupied.**
    b) any amount exceeding £5,000 in respect of **contents** in any garage, outbuilding or agricultural building.

7. Theft or attempted theft not using force and violence to get into or out of **your home**.

    We will not pay for:

    a) loss or **damage** while **your home** is **unoccupied**.
    b) loss or **damage** while **your home** is lent, let or sub-let to anyone other than **your family**.
    c) loss by deception unless the only deception was someone tricking their way into **your home**.
    d) loss of **money**.
    e) loss or **damage** while **your home** is used to receive visitors or paying guests in connection with **your business**.
    f) any amount exceeding £5,000 in respect of **contents** in any garage, outbuilding or agricultural building.

8. **Subsidence** or **heave** of the site on which **your home** stands or of land belonging to **your home**, or landslip, but not:

    a) loss or **damage** caused by solid floors moving unless the foundations of the outside walls of **your home** are damaged by the same cause and at the same time.
    b) loss or **damage** caused by structures bedding down or settlement of newly made up ground.
    c) loss or **damage** caused by the coast or a riverbank being worn away.
    d) loss or **damage** caused by or from demolition, alteration or repair to **your home**.
    e) loss or **damage** caused by or from poor or faulty design, workmanship, or materials.

9. Falling trees or branches.

10. Falling aerials or satellite receiving equipment, their fittings or masts.

11. Impact involving vehicles, aircraft or anything dropped from them, or animals.

12. **Accidental damage** to TV, satellite, video, audio entertainment equipment and computer equipment while in **your home**

    Audio entertainment equipment and computer equipment does not include musical instruments, mobile phones, records, tapes, audio or video discs, CDs, DVDs or computer games.

    We will not pay for:

    a) **damage** while **your home** is lent, let or sub-let to anyone other than **your family**.
    b) **damage** by water entering **your home** other than by **storm** or flood.
    c) **damage** by mechanical, electrical or electronic fault or breakdown.
    d) **damage** by any cover listed elsewhere in Cover B Contents and which is specifically excluded under that cover.

13. **Accidental damage** to mirrors, ceramic hobs in free-standing cookers or glass which forms part of **your** furniture.

    We will not pay for:

    a) the replacement cost of any part of the item other than the **damaged** glass, mirrors or ceramic hobs.
    b) **damage** while **your home** is lent, let or sub-let to anyone other than **your family.**

14. Wedding gifts.

    For one month before and one month after the wedding day of any of **your family** the sum insured for **contents** is increased by £5,000.

15. Christmas seasonal increase

    During the month of December the sum insured for **contents** is increased by £1,000.

16. Accidental loss of metered water, liquid petroleum gas or oil at **your home**, but not:

    a) loss or **damage** while **your home** is **unoccupied**.
    b) loss or **damage** by any cover listed in Cover B Contents and which is specifically excluded under that cover.
    c) any amount exceeding £10,000.

17. Tenants liability

    Your liability at law under covers 1-12 of Cover A Buildings, of this **policy**, if **you** are legally liable under the terms of **your** tenancy agreement (not as owner, leaseholder or landlord), for **damage** to **your home**.

    We will not pay for:

    a) **damage** by any cover listed in Cover A Buildings and which is specifically excluded under that cover.
    b) any amount exceeding 20% of the **Contents** sum insured.

18. Tenants improvements

    Damage, as provided under covers 1-12 of Cover A Buildings, to fixed tenants' improvements and fixed internal decorations in **your home.**

    We will not pay for:

    a) **damage** by any cause listed in Cover A Buildings and which is specifically excluded under that cover.
    b) any amount exceeding 20% of the **Contents** sum insured

19. The cost of replacing food in a freezer in **your home**, that has been spoilt by an accidental change in temperature in **your** freezer.

    We will not pay for:

    a) loss or **damage** by an electricity or gas supplier deliberately cutting off or reducing the supply to **your home**.
    b) loss or **damage** while **your home** is **unoccupied**

20. Loss of **money** in the **geographical limits** and temporarily elsewhere while in the possession of any of **your family**

    We will not pay for:

    a) theft from motor vehicles unless at the time of the loss or **damage** a responsible person aged 16 or over was in the motor vehicle.
    b) loss from **your home** when **your home** is **unoccupied**.
    c) loss or **damage** in **your home** by theft, malicious acts or vandalism when **your home** is:
        - lent, let or sub-let to anyone other than **your family**;
        - used to receive visitors or paying guests in connection with any **business**;

       unless force and violence is used to get into or out of **your home**.
    d) loss by deception unless the only deception is someone tricking their way into **your home**.
    e) loss of **money** when **you** have been outside the **geographical limits** for a total of more than 60 days in any **policy period.**
    f) confiscation or detention by customs or other official bodies.
    g) loss of value or loss due to errors or omissions in receipts, payments or accountancy.
    h) loss of **money** not reported to the police within 24 hours of discovery.

21. Financial loss resulting from any **credit card** being stolen or accidentally lost and subsequently fraudulently used by someone other than **you** or **your family**.

    We will not pay for any loss as a result of any circumstances in which **you** have failed to comply with all the terms and conditions under which the **credit card** was issued.

22. Loss of or damage to **pedal cycles** in the **geographical limits** and temporarily elsewhere while in the possession of any of **your family**.

    We will not pay for:

    a) loss of or **damage** to any **pedal cycle** left unattended in a public place unless the **pedal cycle** is locked to an object that cannot be moved.
    b) loss of or **damage** in **your home** when **your home** is **unoccupied**.
    c) loss by deception unless the only deception was someone tricking their way into **your home**.
    d) loss or **damage** after any **pedal cycle** has been outside the **geographical limits** for a total of more than 60 days in any **policy period**.

23. If **your home** is uninhabitable as a result of **damage** to **your contents, we** will pay the necessary and reasonable additional cost of similar short-term accommodation for **your family** and also for any pets living with **you.**

    We will not pay for:

    a) any costs **your family** would have to pay once **your home** becomes habitable again.
    b) any costs **you** agree to pay without **our** written permission.
    c) the cost of alternative accommodation for anyone who is not a member of **your family**.
    d) any costs arising from loss or **damage** by any cover listed elsewhere in Cover B Contents and which is specifically excluded under that cover.
    e) any amount exceeding 30% of the contents sum insured

24. **Accidental damage** or loss while a professional removal firm are moving **your contents** from **your home** directly to **your** new permanent **home** in the **Geographical Limits** .

We will not pay for:

a) loss or **damage** by mechanical, electrical or electronic fault or breakdown.
b) **damage** to china, glass, pottery or other items of a similar nature which are fragile, unless they have been packed by professional packers.
c) loss or **damage** while **your contents** are in storage or being moved to or from storage.
d) loss of **money**.

25. **Damage** to **your contents** while in the open on the land belonging to **your home** caused by:

1. fire, lightning, explosion, earthquake or smoke, but not
    a) damage by smoke from air pollution.
2. **storm** or flood.
3. oil escaping from a fixed storage container.
4. riot, civil commotion.
5. malicious acts or vandalism, but not
    a) loss or **damage** while **your home** is **unoccupied**.
6. theft or attempted theft, but not
    a) loss or **damage** when **your home** is lent, let or sub-let to anyone other than **your family**.
7. falling trees or branches.
8. falling aerials or satellite receiving equipment, their fittings or masts
9. impact involving vehicles, aircraft or anything dropped from them, or animals,

We will not pay for any amount exceeding £5,000.

26. **Damage** to **your contents** or the **contents** of a member of **your** family attending college university or boarding school while they are moved temporarily to other premises within the **geographical limits** caused by:

a) fire, lightning, explosion, earthquake or smoke, but not
    i. **damage** by smoke from air pollution.
b) **storm** or flood, but not
    i. loss or **damage** to any **contents** in the open.
c) water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Oil escaping from a fixed heating system, but not
    i. loss or **damage** if the premises where **your contents** are temporarily kept are left for more than 60 days in a row without any person residing, living or working there.
d) riot, civil commotion.
e) malicious acts or vandalism, but not
    i. loss or **damage** if the premises where **your contents** are temporarily kept are left for more than 60 days in a row without any person residing, living or working there
f) theft or attempted theft using force and violence to get into or out of the premises where **your contents** are temporarily kept, but not
    i. loss or **damage** if the premises where **your contents** are temporarily kept are left for more than 60 days in a row without any person residing, living or working there.
    ii. loss or **damage** to any **contents** in the open.
g) falling trees or branches.
h) falling aerials or satellite receiving equipment, their fittings or masts.
i) impact involving vehicles, aircraft or anything dropped from them, or animals, but not
    i. loss or **damage** by pets.

We will not pay for any amount exceeding 25% of the **contents** sum insured

The following additional cover 27 is provided for **your contents** if the **schedule** states that **Accidental Damage** is included under Section A Home Insurance – Cover B Contents Insurance

27. **Accidental damage** to **your contents** while in **your home**, and in the open on the land belonging to **your home**.

    We will not pay for:

    a) **damage** to clothing.
    b) deterioration of food.
    c) **damage** while **your home** is **unoccupied**.
    d) **damage** when **your home** is lent, let or sub-let to anyone other than **your family**.
    e) **damage** by water entering **your home** other than by **storm** or flood.
    f) **damage** by mechanical, electrical or electronic fault or breakdown.
    g) loss or **damage** by any cover listed in Cover A Contents and which is specifically excluded under that cover.
    h) any amount exceeding £5,000 in respect of **contents** in the open.

How we settle claims

In respect of Contents

1. If an item has suffered **damage** and it can be economically repaired **we** will either arrange or authorise repair and **we** will pay the cost of repair. Otherwise, **we** will replace the item with a new one of similar quality through **our** preferred suppliers or, at **our** option, **we** will pay the replacement cost of a new item of similar quality.

   If **we** agree, at **your** request, not to repair or replace an item, at **our** option **we** will make a cash or voucher settlement equal to the cost **we** would have paid for replacement or repair through **our** preferred suppliers.
2. **We** will not pay for any loss of value to any item which **we** have repaired or replaced.
3. Where an **excess** applies, this will be taken off the amount of **your claim**. **Excesses** are as shown in the **schedule** or elsewhere in the **policy**.
4. If **damage** happens and the sum insured on **your Schedule** is less than the cost of replacing all **your contents** as new, **we** will, where appropriate, take off an amount for wear and tear from the cost of the new item unless the item can be economically repaired when only the cost of the repair will be paid.
5. The most **we** will pay for any one **claim** is the amount it will cost **us** to replace all **your contents** as new but not more than the sum insured or any limits shown on **your schedule**.

In respect of Money

The most we will pay for any one **claim** for **money** is £1,000 unless otherwise shown in the **schedule**.

In respect Credit Cards

The most we will pay for any one **claim** for **credit cards** is £1,000 unless otherwise shown in the **schedule**.

In respect of Pedal Cycles

1. If a **pedal cycle** has suffered **damage** and can be economically repaired **we** will either arrange or authorise repair and **we** will pay the cost of repair. Otherwise **we** will replace it with a new **pedal cycle** of similar quality through **our** preferred suppliers, or at **our** option, **we** will pay the replacement cost of a new **pedal cycle** of similar quality.

   If **we** agree, at **your** request, not to replace or repair a **pedal cycle**, at **our** option **we** will make a cash or voucher settlement equal to the cost **we** would have paid for replacement or repair through **our** preferred suppliers.
2. **We** will not pay for any loss of value to any **pedal cycle** which **we** have repaired or replaced.
3. The most **we** will pay for any one **claim** for each **pedal cycle** is £1,000

Legal Liability

As well as insuring **your contents**, **we** also provide the following cover.

What is covered

28. The legal liability of **your family**:

    i. as occupier of **your home** and its land;
    ii. as individuals;
    iii. as an employer to any of **your family's** domestic **employees**;

    to pay damages and costs to others which arise from any single event occurring during the **policy period** which results in:

    (a) accidental death, disease, illness or accidental
    (b) physical injury to anyone;
    (c) accidental damage to physical property.

    The most **we** will pay is

    i. as occupier or individual £5,000,000
    ii. as employer of domestic **employees** £10,000,000

    plus defence costs agreed by **us** in writing.

What is not covered

a) Anything owned by or the legal responsibility of **your family**.
b) Injury, death, disease or illness to any of **your family** (other than **your** domestic **employees** who normally live with **you**).
c) Liability arising from any employment, trade, profession or business of any of **your family**.
d) Liability arising from any of **your family** passing on any disease or virus.
e) Liability arising from the ownership or use of:

    (i) any motor vehicle, including children's vehicles (other than garden machinery and **wheelchairs** or any ride-on mowers if shown in the **schedule**), whether licensed for road use or not;
    (ii) any boat, wetbike, sand yacht, hovercraft, aircraft or train (other than hand-propelled boats and models);
    (iii) gliders, hang-gliders, caravans or trailers.

f) Liability accepted by any of **your family** under any agreement, unless the liability would exist without the agreement.
g) Liability arising from any of **your family** owning land or buildings.
h) Liability covered by any other policy.
i) Liability arising from the ownership of animals other than domestic cats, dogs and horses (when being used for private purposes only) but excluding racing, steeple chasing, polo playing or hunting.

Section A Home Insurance : Cover C Personal Belongings

What is covered

Damage to **personal belongings** and personal documents in the **geographical limits** and temporarily elsewhere while in the possession of any of **your family.**

What is not covered

a) loss or **damage** by mechanical, electrical or electronic breakdown, delay, confiscation or detention by customs or other official bodies.
b) loss or **damage** caused by water entering **your home** other than by **storm** or flood.
c) theft from motor vehicles unless at the time of the loss or damage:

    (i) the motor vehicle was securely locked; and
    (ii) force and violence were used to get into the motor vehicle; and
    (iii) the items stolen were out of sight in a locked luggage boot, luggage or glove compartment.

    The most **we** will pay for theft from an **unattended vehicle** is £1,000.

d) loss or **damage** in **your home** when **your home** is **unoccupied**.
e) loss or **damage** in **your home** by theft, malicious acts or vandalism when **your home** is:

    i.) lent, let or sub-let to anyone other than **your family**;
    ii.) used to receive visitors or paying guests in connection with **your business**;

    unless force and violence is used to get into or out of **your home**.

f) loss by deception unless the only deception is someone tricking their way into **your home**.
g) loss or **damage** after **your personal belongings** or personal documents have been outside the **geographical limits** for a total of more than 60 days in any **policy period**.
h) loss of or **damage** to any **pedal cycle** specified under Cover C Personal Belongings left unattended in a public place unless the **pedal cycle** is locked to an object that cannot be moved.

How we settle claims for Personal Belongings

1. If an item has been damaged and it can be economically repaired **we** will either arrange or authorise repair and **we** will pay the cost of repair. Otherwise, **we** will replace the item with a new one of similar quality through **our** preferred suppliers or at **our** option, **we** will pay the replacement cost of a new item of similar quality.
   If **we** agree, at **your** request, not to replace or repair an item, at **our** option **we** will make a cash or voucher settlement equal to the cost **we** would have paid for replacement or repair through **our** preferred suppliers.

2. **We** will not pay for any loss of value to any item which **we** have repaired or replaced.

3. The most **we** will pay for any one **claim** is the amount it will cost **us** to replace all **your personal belongings** and personal documents as new but not more than the sum insured or any limits shown on **your schedule** or in this **policy** wording**.**

Section A Home Insurance : Cover D Caravans

What is covered

1. The **caravan** and its fixtures, fittings and awnings, furniture, furnishings, utensils and household linen in the **caravan** are insured against loss or **damage** at the **premises**.

We will not pay for:

a) property more specifically insured.
b) loss or **damage** caused by **storm** to any awning.
c) loss or **damage** caused by wear and tear, seepage of water into the **caravan** through seams or seals, depreciation, insects, vermin, gradually operating cause, atmospheric climatic conditions, repair or restoration.
d) loss or **damage** caused by delay, confiscation or detention by order of any government, public or police authority.
e) loss or **damage** caused deliberately by **you** or **your family** or any person having use of the **caravan**.
f) loss due to deception or conversion.
g) the cost of repairing mechanical or electrical breakdown.
h) **damage** to tyres by application of brakes or by road punctures, cuts or bursts.

The maximum amount payable is the sum insured shown in the **schedule**.

If there is loss or **damage** which is insured by 1 above, we will pay for:

2. the necessary and reasonable cost of:

(a) protection and removal to the nearest suitable repairers
(b) delivery back to **your** home address
(c) re-siting, including re-connecting to mains services and repairing or replacing anchorage points or foundations

3. **You** are indemnified against liability at law for damages and/or claimant's costs in respect of accidental bodily injury (including death, disease or illness) or accidental damage to material property occurring during any **policy period**, arising out of ownership, possession or use by or on behalf of **you** of the **caravan**.

The Limit of Indemnity for all damages and claimant's costs resulting from one original cause is £5,000,000.

We will also pay defence costs and expenses incurred with **our** written consent. This paragraph includes indemnity after **your** death to legal personal representatives in respect of liability incurred by **you** and covered by the **policy**, provided that the legal personal representatives observe the terms of the **policy**, as far as they can apply.

You are not indemnified against liability at law for:

a) **damage** to property belonging to or held in trust by or in the custody or control of **you** or **your family**
b) Injury or **damage** arising out of the profession or business of **you** or **your family.**
c) Injury or damage arising in connection with any mechanically propelled vehicle by which the **caravan** is being towed or transported.
d) Injury or **damage** where **you** are required to have other insurance by law.
e) Injury to any person in the employ of **you** or **your family.**
f) Injury (including death disease or illness) to **you** or **your family.**
g) Liability assumed by agreement unless the liability would have existed without the agreement.

What is not covered:

Loss or **damage** occurring or legal liability arising while

a) the **caravan** is on a site away from **your premises**
b) caused by overturning of the caravan by **storm** or flood unless it is securely anchored to the ground at all four corners of the chassis
c) The **excess** as shown in the **schedule** or elsewhere in the **policy**.

How we settle claims for the Caravan and its fixtures, fittings and awnings

We will pay the cost of work carried out in the repairing or replacing the damaged parts of the **caravan**, including its fixtures, fitting and awnings**.**

If the **caravan** is lost or **damaged** beyond economical repair

a) within twelve months of **your** having purchased it new, **we** will pay the cost of replacement as new (or at **our** option **we** will replace with new),
b) otherwise **we** will pay the market value.

If **we** know that the **caravan** is the subject of a hire purchase agreement, **we** will pay the owner, whose receipt will be a full discharge.

How we settle claims for the Caravan's furniture, furnishings, utensils and household linen

We will pay the cost of replacement of **your caravan's** furniture, furnishings, utensils and household linen as new (or at **our** option **we** will replace as new), except for

a) household linen, where a deduction for wear and tear will be made,
b) items that can be economically repaired (including household linen), where the cost of repair will be paid.

Section A Home Insurance : Cover E Personal Legal Expenses

The following important information, definitions, clauses, terms and conditions which are contained within Home Insurance - Cover E relate solely to Home Insurance – Cover E

Welcome

How to contact us about your Personal Legal Expenses cover

1) To make a claim

If **you** need to make a **claim** or let **us** know about a situation that could lead to a **claim**, **you** should contact **us** as soon as possible providing your policy number and brief details of the circumstances using the telephone number shown on your **policy schedule** or by writing to/emailing **us** using the details below:

The Claims Department
Markel Legal Expenses Insurance
Interchange, 81-85 Station Road
Croydon
CR0 2AJ

LEIclaimsuk@markel.com

If **you** write to or email **us** a claim form will be sent to **you** for completion and this must be returned without delay.

2) To make a complaint

If **you** are not satisfied with any part of **our** service then **you** should contact **us** using the details in **Important information – How to make a complaint** and we will do our best to resolve the problem.

3) To talk about your Personal Legal Expenses cover

If **you** need any help to fully understand what is covered please contact **your broker**

How to contact us for advice

For advice

Your policy provides access to a 24/7 year round telephone advice line. This service provides advice on general legal matters on the law which applies in the UK.

You can also get advice on tax and health and safety matters in the UK by calling the same number 9-5 Monday to Friday (excluding public holidays).

The telephone number to call is shown below. Please have your policy number to hand when you call. You will find the policy number shown on your **policy schedule**.

Markel Legal Advice Line: 0333 234 2544

Special or unusual conditions and terms of this policy

The policy comes with some important conditions and terms that you need to be aware of:

1) Prospects of success

We will make our decision on whether to cover your claim based on a legal opinion from your representative (and any professional advice we regard necessary) on whether your claim has at least a 51% chance of:

- Successfully pursuing your case and securing a legal and/or financial remedy
- Not being found liable in a civil (not criminal) case against you
- Being found not guilty in the defence of a criminal prosecution
- Securing a significant reduction of your punishment or fine if pleading guilty in a criminal prosecution
- Successfully appealing the decision of the relevant authority

If there is 50% or less chance of the above we will not provide cover.

2) Employment disputes

To maximise your chances of having reasonable prospects of success in employment disputes we strongly recommend that you call the legal advice line number shown in your policy schedule at the following times and follow their advice:

- Before disciplining, suspending, dismissing, starting a retirement or redundancy process or making or proposing to make unfavourable changes to the terms of an employee's contract of employment

- When notified of a grievance, a complaint of discrimination (such as sex, race, religion etc) or an appeal from an employee against action you have taken against them

- When an employee resigns or walks out after expressing verbal or written dissatisfaction

Or at the very least comply with the ACAS code of conduct which the legal advice line can also advise you on.

3) Definitions/Defined terms

Some of the words in **your policy** have a specific meaning and **we** have highlighted these to **you** by showing them in **bold** print. Please see the **Definitions/Defined Terms** shown near the front of this **policy** to see what these words mean.

Your Personal Legal Expenses insurance

This is the agreement between **you** and **us**

Things we will do

We will provide the cover as written in this **policy** for:

- Disputes under the **Sections of cover** shown below
- **Costs** and **compensation** up to the limits shown in **Definitions/Defined Terms** subject to the **excesses** shown in **Definitions/Defined Terms** or in **your policy schedule**
- **Claims** or notifiable circumstances notified to **us** during **your period of insurance** which are in connection with **your** business description as stated in **your policy** schedule
- Disputes, legal proceedings or HMRC investigations that are or would be within the **territorial limits** as stated in **Definitions/Defined Terms**

Things you must do

You must comply with the following conditions which are summarised below and some of which are more fully explained in the remainder of this agreement. If **you** fail to do so, **we** may not pay **your claim**, or any payment could be reduced.

You must:

- Pay the premium for **your policy**
- Provide **us** with a truthful account of **your** circumstances and any extra information **we** ask for, to underwrite **your policy** and assess **your claim**
- Tell **us** as soon as possible if there is a change in **your** circumstances such as:
  - Any change of ownership of **your** business
  - If **your** business is involved in a merger or the acquisition of another business
  - Any change in **your** business description
- Take all reasonable steps to avoid and prevent tax investigations, legal proceedings and disputes
- Minimise the cost and effect of any **claim** by taking all reasonable steps to avoid unnecessary expense
- Follow the **Claims conditions** of this **policy**

If **you** do not meet **your** part of the agreement **we** may, depending on the circumstances:

- Not cover all or part of **your claim** and **we** may recover any payments already made
- Increase **your** premium or change the terms of **your policy**
- Cancel **your policy** and treat it as though it did not exist to begin with

Sections of cover

Personal legal expenses

Employment pursuit

What is covered?	What is not covered?
We will cover **costs** for **you** to pursue **your** employer in the Employment Tribunal for **compensation** if they have: • dismissed **you** • discriminated against **you** • made **you** redundant • treated **you** unfairly	

Criminal defence

What is covered?	What is not covered?
We will pay **costs** for **your**:	**We** will not cover **claims**:
Interview under caution Representation (including written submissions) at an interview under caution by the Police or a prosecuting authority	**Interview under caution** Where **you** are required by the Police to immediately attend an interview under caution at a Police Station
Prosecution defence Defence of a criminal prosecution once **you** receive a summons accusing **you** of a criminal offence	**Prosecution defence** 1. Where **you** are alleged to have committed: a. a motoring offence b. an assault or sexual offence c. fraud, dishonesty or criminal damage 2. Where there are criminal proceedings arising from or related to tax or if an application is made under the Proceeds of Crime Act 3. For **your employee**, director or a partner of **your** business if **you** are charged under the Corporate Manslaughter or Corporate Homicide Act 2007
Motor offences • Defence of a criminal prosecution where the conviction would result in the loss of a driving licence required by **your** director or business partner of **your** business to carry out essential business activities • Defence of a criminal prosecution for tachograph or weight offences	**Motor offences** 1. There is an allegation of driving under the influence of drugs/alcohol or the use of handheld electronic equipment 2. Concerning failure to insure a motor vehicle as required by law

What you need to know

We won't pay any costs or fines that you are ordered to pay by a criminal Court

Tax protection

What is covered?	What is not covered?
We will pay **costs** in representing **you** before HM Revenue & Customs (HMRC):	**We** will not cover **claims** where:
Aspect enquiry When HMRC issues a formal notice to **you** to carry out an aspect enquiry into a part(s) of your income or corporation tax Self Assessment return **Full enquiry** When HMRC issues a formal notice to **you** to examine all of **your** financial records income or corporation tax **National Insurance and PAYE disputes** When HMRC expresses dissatisfaction with **your** p11ds or p9ds or **your** PAYE and/or NIC affairs following an employer compliance visit by HMRC **Current tax year enquiry** Following a written request by HMRC under Schedule 36 Finance Act 2008 to inspect **your** personal records, assets or premises	**All of Section Tax protection** 1. There is not a reasonable prospect of reducing the liabilities alleged by HMRC 2. Tax returns are late or where **you** have not notified chargeability to tax within the time limits or for tax returns where wholly provisional figures are used 3. There is an allegation of fraud or an investigation by HMRC's Fraud Investigation Service, Counter Avoidance Office or the defence of a criminal prosecution 4. There is a dispute or enquiry relating to the National Minimum Wage or Living Wage 5. There is an allegation of tax avoidance

Personal injury

What is covered?	What is not covered?
We agree to pay **costs** for **you** to pursue a claim for damages for physical bodily injury suffered by **you** which was caused by an actual or alleged act or omission of another party	**We** will not cover **claims**: 1. Where the legal case is or may be against **you** 2. Injuries suffered on **your property**

Shotgun and firearm certificate protection

What is covered?	What is not covered?
We agree to pay **costs** for an appeal against:	**We** will not cover **claims** over:
• The revocation of **your** shotgun or firearm certificate • A refusal to renew **your** shotgun or firearm certificate • Conditions imposed upon **your** shotgun or firearm certificate Provided that **you** have submitted a notice of appeal to the court within the timescale specified by the court	1. A criminal conviction or outstanding criminal proceedings against **you** for violence, offences against the person or drug/alcohol related offences 2. An action against **you** under the Mental Health Act(s) 3. Allegedly being a person prohibited from possessing or handling firearms, ammunition or air-weapons 4. Ownership or possession of a crossbow or a prohibited weapon 5. The sale of or dealing in firearms 6. Any **claim** arising from the failure to submit or lateness in submitting a shotgun or firearm certificate renewal application 7. A change in firearms legislation

Clinical negligence

What is covered?	What is not covered?
We will cover **costs** for:	**We** will not cover **claims** concerning:
You to pursue a claim for damages arising from a single negligent act of: • surgery • clinical procedure • medical procedure	1. Alleged misdiagnosis 2. Surgery or procedures carried out outside of the **Territorial limits** 3. Where the complaint is against a practice, organisation or professional not licenced to carry out the surgery or procedure in question

Court attendance costs

What is covered?	What is not covered?
We agree to pay:	**We** will not cover **claims** for:
Jury service The amount of money per day **you** lose each day **you** attend jury service at a Court, less any recovery from the Court	
Witness attendance allowance The cost of **your employees** attending Court as witnesses on **your** behalf at the request of **your representative** provided that at the time of a **claim** under Cover E **you** have an accepted **claim** for this Court appearance under this **policy**	**Witness attendance allowance** 1. Expert witnesses 2. Salaries or wages 3. Costs which could be claimed from a prosecuting authority

Consumer disputes

What is covered?	What is not covered?
We agree to pay **costs** in a dispute over:	**We** will not cover **claims** in disputes:
A contract for the sale, hire or supply of goods and services	1. Over **construction contracts** 2. Over undisputed debts unless the debt is at least 90 days overdue and **you** have requested full payment in writing at least 3 times in 3 consecutive calendar months since the first due date 3. Below the minimum sum in dispute specified in the **policy** schedule 4. Over guarantees 5. Over contracts **you** enter into through an agent or which **you** have taken over from someone else by assignment 6. Over franchise contracts 7. Over hire purchase, credit agreements insurance or financial securities 8. Over contracts of employment 9. Over any tenancy agreement, lease or licence to use land or buildings

What is not covered by Cover E: Personal Legal Expenses Insurance

We will not cover **you** for:

1. The defence of civil legal proceedings concerning:
    a. injury or disease including psychiatric injury and stress
    b. damage to or loss or destruction of property
    c. an alleged breach of professional duty
2. **We** will not cover any matters connected with or arising with hydraulic fracturing (fracking)
3. **Costs** incurred without or in excess of **our** written consent
4. Any **claim** relating to or arising from any cause, event or circumstance occurring before or existing at the start of this **policy** and which has or which **you** knew or should reasonably have known may give rise to a dispute, legal proceedings or HMRC investigation or a **claim**
5. Any type of fine or other financial penalty imposed by a Court, Tribunal or regulatory or supervisory body or taxes, duties, interest or penalties imposed by HMRC
6. Any dispute or legal proceedings in respect of which **you** are, or but for the existence of this **policy** would be, entitled to indemnity under a legal aid certificate or representation order
7. Disputes or legal proceedings between any parties specified as **you** in the **policy** schedule or with any parent, subsidiary or associated company or partner (other than disputes under **Employment disputes and Employment compensation awards**)
8. Any dispute **you** have with **your representative**, any party involved in the arrangement of this **policy** or with **us**
9. Any **costs** incurred in a dispute or legal proceedings concerning, arising out of or in connection with:
    a. breach of confidentiality
    b. passing off
    c. defamation or malicious falsehood
    d. the ownership or existence of any intellectual property rights
    e. a judicial review
10. Any **costs** incurred in a dispute or legal proceedings concerning, arising out of or in connection with **your**:
    a. intentional wrongdoing
    b. act or omission with negligent disregard as to its consequences
11. Any **costs** which **you** should or would have had to incur irrespective of any dispute
12. Any benefit under this insurance to the extent of providing cover, payment of any **claim** or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation
13. The VAT element of **your claim** if **you** are registered for VAT
14. Any **claim** caused by, happening through or in consequence of terrorism, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
15. Any **claim** caused by or contributed to by or arising from nuclear reaction, nuclear radiation or radioactive contamination

Claims conditions

There are conditions contained below which must be complied with or met for **us** to provide cover under this **policy**.

How and when to make a claim
The Contact details for The Claims Department can be found in the Welcome page of this Section

We will only cover **claims** that **you** tell **us** about during **your period of insurance.**

You must tell **us** as soon as possible when **you** become aware of any cause, event or circumstance which does or may involve **you** and which has given, or may give rise to a **claim**, dispute, legal proceedings or tax investigation.

Where **we** have accepted notification as described above, **we** will treat any later **claim** regarding that notified cause, event or circumstance as though the **claim** had been notified during the **period of insurance**.

We will send **you** an insurance claim form that must be completed and returned as soon as possible.

When we will agree to cover your claim

Our consent

We will only cover **claims** where **you** have obtained **our** consent in writing before incurring any **costs**. **We** will give **our** consent for **you** to incur **costs** provided that **you** can satisfy **us** throughout **your claim** that:

- It is reasonable and proportionate (in relation to **your claim**) to incur **costs**
- There are **reasonable prospects of success,** other than **Sections of cover:**

  - **Criminal defence - Interview under caution**
  - **Court attendance costs**

If during the course of **your claim you** no longer satisfy **us** of the above, cover under this **policy** for **costs** and **compensation** will be withdrawn and any **costs** incurred or **compensation** awarded on or after the date of withdrawal will not be covered whether **we** previously agreed to them or not.

We will make **our** decision on whether to cover **your claim** based on:

- A fully completed insurance claim form
- The information and documentation **we** reasonably request
- A legal opinion from **your representative** on whether **your claim** has **reasonable prospects of success** and any professional advice **we** regard necessary

If **your claim** is accepted by **us**, it does not always mean that all **costs** or **compensation** will be paid, for example **we** will not cover **costs** for things that are not directly relevant to **your claim**. **We** may also limit any cover **we** provide by time, amount or to a specific stage of legal proceedings in order to allow **us** to review **our** continued acceptance of **your claim**.

If after accepting **your claim**, it is shown that **your claim** has not been brought within the terms and conditions of the **policy,** no further cover will be provided and **we** will recover from **you** any **costs** and **compensation** **we** have paid.

Counsel's opinion

At **our** discretion **we** may also require **you** to obtain a legal opinion from Counsel at **your** expense to satisfy **us** that there are **reasonable prospects of success** and it is reasonable and proportionate (in relation to **your claim**) to incur **costs**.

If based on Counsel's opinion **we** are satisfied in respect of the above the reasonable **costs** of obtaining that opinion will be paid by **us** subject to the **excess** and the limits shown in **your policy** schedule.

Claims rejected due to a lack of reasonable prospects of success

If **we** rejected **your claim** solely due to a lack of **reasonable prospects of success**, **we** will pay **costs** that are reasonable and proportionate to the legal and/or financial remedy achieved, subject to the terms and conditions of this **policy** if:

- **You** proceeded with the legal action which formed **your claim** to its conclusion with a Court, Tribunal or equivalent having issued a judgment (excluding any settlement, mediation, alternative dispute resolution or equivalent resolution process) and were successful
- **You** were defending, the judgment found **you** were not at fault
- **You** were pursuing, the judgment awarded **you** the remedy **you** were seeking at the time **we** rejected **your claim**
- **You** tell **us** about it as soon as possible

Settlements

You must inform **us** as soon as an offer of settlement is received and **you** must obtain **our** consent before **you** make or respond to any offer of settlement.

In any settlement **you** must:

- Take into account the prospects of the case and likely future **costs** and/or **compensation**
- Try to recover as much **costs** as possible

If **you** unreasonably reject an offer of settlement which **we** recommend acceptance of or make an offer which **we** do not agree with, no further cover will be provided and **we** may seek to recover from **you costs** and/or **compensation we** have paid.

At **our** discretion, instead of covering **you** for **costs** and/or **compensation**, **we** can choose to pay:

- The damages **you** are likely to be awarded by a Court or Tribunal or
- The amount of money being claimed against **you** or the amount of money the other party will settle for, whichever is the lesser

If **we** choose to do this, then **your claim** will end and no further payments of **costs** or **compensation** will be made.

During a **claim** under **Employment disputes, Employment compensation awards, Data protection defence** and **Data protection compensation** of this **policy**, **we** can require **you** to offer to pay an amount of money to the person **you** are in dispute with, if **we** have agreed to cover that amount as **costs** or **compensation**.

Co-operation

You must co-operate with **us** and **your representative** at all times during the course of **your claim** this includes:

- Allowing **us** and **your representative** to communicate directly with each other about **your** case
- Providing a full and truthful account of **your** case and with all necessary documentation or evidence
- Attending any meetings as required
- Instructing **your representative** to provide **us** with information, documentation or evidence **we** require (even if privileged) and regular updates including when anything negatively affects the factors **we** took into account in accepting **your claim**.

Recovery of costs

If the outcome of **your** case is that another party is found responsible for reimbursing **you** for some or all of **your costs**, **you** and **your representative** must make every effort to fully recover those **costs** which **you** must pay to **us**.

If the legal case was settled and the terms of the settlement do not specify the split between damages and costs then a fair and reasonable proportion of that settlement will be treated as **costs** and paid to **us**.

If any money is recovered from the other party then that money will be treated as **costs** and repaid to **us** first until all **costs** have been repaid to **us**.

Payment of costs and compensation

A copy of all invoices for **costs you** receive from **your representative** should be forwarded to **us** within 30 days of the date the invoice was issued. If **we** require, **you** must ask **your representative** to send the costs for assessment by a Court or Tribunal or to a costs lawyer of **our** choice.

You are responsible for the payment of all **costs** or **compensation**. **We** will reimburse **you** for the **costs** or **compensation** subject to the **excesses** and the limits shown in **your policy** and/or **schedule**. **We** may settle these **costs** or **compensation** directly if **we** choose to do so.

Appeals

If **you** wish to appeal against the judgment or decision of a Court or Tribunal or if there is an appeal against a judgment that is in **your** favour, **we** will consider providing further cover if:

- **We** covered the initial legal proceedings that are being appealed as a **claim** and cover was not withdrawn
- The grounds for the appeal were submitted to **us** as soon as possible and before any deadline set by the Court or Tribunal

If **we** require, **you** must co-operate in an appeal against the judgment or decision of a Court or Tribunal.

Instruction and choice of your representative, Counsel and experts

In all cases **your representative** will be appointed in **your** name and on **your** behalf.

We will choose a **representative** to act on **your** behalf other than at the point of an inquiry or legal proceedings where **you** will have freedom to choose **your representative** subject to **us** approving **your** choice (which we will not unreasonably withhold).

You will also have freedom to choose **your representative** if there is a legal conflict of interest between **you** and **us** subject to **us** approving **your** choice (which we will not unreasonably withhold).

When selecting **your representative**, **you** must have regard to **your** duty to minimise the cost of any **claim**.

The name and address of **your** chosen **representative** must be notified to **us** in writing. **We** will accept **your** choice if:

- **We** are satisfied that **your** chosen **representative** will co-operate with **us** and enable **you** to comply with the terms and conditions of **your policy**
- The **representative** has the necessary experience to deal with the dispute
- The **representative's** charging rates are fair and reasonable in regard to the dispute

A dispute arising from **your** choice of **representative** may be referred to arbitration in accordance with **Important information – How to make a complaint**.

You must not enter into any agreement with **your representative** as to the basis of calculation of **costs** without **our** written consent.

If in any **claim your representative** wishes to instruct Counsel or an expert the following must be submitted to **us** for **our** approval:

- The expert's or Counsel's name
- Details of their expertise
- Charging rates and estimated cost
- An explanation of the need for such instruction

Important information

Fraudulent Claims

If **you** or anyone acting on **your** behalf make a fraudulent **claim, we** will cancel the **policy** from the time the fraud took place, retain any premium and recover from **you** any amount **we** have paid towards the fraudulent **claim**.

Dual insurance

If any **claims** covered under this **policy** are also covered by another policy, or would have been covered if this **policy** did not exist, **we** will only pay **our** share of the **claim** even if the other insurer refuses the claim.

Financial Services Compensation Scheme

In the unlikely event Markel International Insurance Company Limited cannot meet its obligations, Markel International Insurance Company Limited are covered by the financial services compensation scheme (FSCS). **You** may be entitled to compensation up to 90% of the **claim**. Further information about compensation arrangements is available from the FSCS.

Information you have given us

In deciding to accept this **policy** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this **policy** as if it never existed and decline all **claims**.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your policy** and any **claim**. For example, **we** may:

- Treat this **policy** as if it had never existed and refuse to pay all **claims** and return the premium paid. **We** will only do this if **we** provided **you** with cover which **we** would not otherwise have done
- Amend the terms of **your policy**. **We** may apply these terms as if they were already in place if a **claim** has been negatively affected by **your** carelessness
- Reduce the amount **we** pay on a **claim** in proportion to the premium **you** have paid against the premium **we** would have charged **you**
- Cancel **your policy** in accordance with the cancellation information below

We will write to **you** or **your** insurance broker if **we**:

- Intend to treat **your policy** as if it never existed
- Need to amend the terms of **your policy**

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **us** as soon as possible.

How to make a complaint about your policy

If **you** are not satisfied with any part of **our** service then **you** should contact **us** and **we** will do **our** best to resolve the problem. **You** can contact **us** at the following:

The Customer Services Manager
Markel Legal Expenses Insurance
20 Fenchurch Street
London
EC3M 3AZ
Tel: 0345 350 1099
Email: **LEIcomplaintsuk@markel.com**

Markel Legal Expenses Insurance is a trading name of Markel International Insurance Company Limited, registered in England and Wales No: 00966670. VAT number: 245 7363 49. Registered address, 20 Fenchurch Street, London EC3M 3AZ. Markel Corporation is the ultimate holding company for Markel International Insurance Company Limited.

Markel International Insurance Company Limited is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. Financial Services Register Number 202570.

If there is a dispute between us that we cannot resolve through **our** complaints process then **you** may be able to refer the matter to the Financial Ombudsman Service who will arbitrate over the dispute as long as they have jurisdiction over the matter. **You** can contact them at the following:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Tel: 0800 023 4567 or 0300 123 9123
www.financial-ombudsman.org.uk

If **you** were sold this product online or by other electronic means and within the European Union (EU) **you** may refer **your** complaint to the EU Online Dispute Resolution (ODR) platform. Upon receipt of **your** complaint the ODR will escalate **your** complaint to **your** local dispute resolution service – this process is free and conducted entirely online. **You** can access the ODR platform on **http://ec.europa.eu/odr**.

This procedure will not prejudice **your** right to take legal proceedings.

If the Financial Ombudsman Service cannot arbitrate over the dispute then **we** and **you** will both agree on an independent arbitrator (who must be a solicitor or barrister) to arbitrate over the dispute.

Any dispute between **you** and **us** will be decided by arbitration. The arbitrator will be a single arbitrator, either a solicitor or barrister practicing in the Law of England and Wales. The arbitration will take place in England or Wales. The arbitration will be governed by both the laws of England and Wales and the Arbitration Act 1996. The apportionment of the costs of the arbitration will be decided by the arbitrator. If **we** and **you** cannot agree on the choice of an arbitrator, an arbitrator will be nominated by the President of either the Law Society or the Bar Council in England and Wales. The costs of the arbitration will be paid by the party that loses the arbitration.

How to make a complaint about the Markel advice line

The telephone legal advice is provided by Markel Law LLP and can advise on general UK law. Markel Law LLP makes no additional charge for providing these telephone services.

Markel Law LLP is authorised and regulated by the Solicitors' Regulation Authority ("SRA") under SRA number 459781 and is part of the Markel group of companies.

If you have a complaint about these telephone legal advice services you should contact The Director of Compliance, Markel Law LLP, The Observatory, Chapel Walks, Manchester M2 1HL who will provide details of the complaints procedure, including details of how the complaint will be dealt with internally and if required, by the Legal Ombudsman. For complaints about any other advice given then you should contact us using the details in Important information – How to make a complaint and we will do our best to resolve the problem.

Personal information/Privacy policy statement

The basics

We collect and use relevant information about **you** to provide insurance cover and to meet **our** legal obligations.

This information includes details such as names and addresses (and may include more sensitive details such as information about health and criminal convictions).

The way insurance works means that information may be shared with and used by a number of third parties in the insurance sector but only in connection with the insurance cover that **we** provide to **you**.

Other people's details you provide to us

We will process individual's details, as well as any other personal information **you** provide to **us** in respect of **your** insurance cover, in accordance with **our** privacy notice and applicable data protection laws.

To enable **us** to use individual's details in accordance with applicable data protection laws, **we** need **you** to provide those individuals with certain information about how **we** will use their details in connection with **your** insurance cover. As such, **you** agree to provide each individual concerned this notice:

- On or before the date that individual becomes insured under this policy or
- The date that you first provide information about the individual to us

We are committed to only using the personal information **we** need to provide **you** with **your** insurance cover. To help **us** achieve this, **you** should only provide to **us** information about individuals that **we** ask for from time to time.

Want more details?

For more information about how **we** use personal information provided to us please see our full Markel privacy notice, a copy of which is available online at markelinternational.com/foot/privacy-policy or on request.

Contacting us and individual rights

Individuals have rights in relation to the information we hold about them, including the right to access their information. Please contact us at dataprotectionofficeruk@markel.com or by writing to the Data Protection Officer, Markel International, 20 Fenchurch Street, London, EC3M 3AZ if you are an individual wishing to exercise your rights, to discuss how we use your information or to request a copy of our full Markel privacy notice.

Rights of third parties

A person who is not a party to this **policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Breach of sanctions

We provide no cover for any **claim** if it means **we** would be in breach of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of The European Union, The United Kingdom or The United States of America.

Applicable law

The laws of England and Wales apply to this **policy** and any Acts of Parliament referred to are as amended.

Brexit

We provide no cover for any **claim** where the regulatory risk location is within the European Economic Area (EEA) excluding the United Kingdom of Great Britain and Northern Ireland.

Liquidation

If **you** are placed in liquidation, receivership, administration or bankruptcy or enter into a voluntary arrangement or deed of arrangement or if any application is made to the Court or if a meeting for any of these reasons is held, this **policy** will automatically terminate. If this happens, cover under **your policy** for **costs** and **compensation** will be automatically withdrawn and any **costs** incurred or **compensation** awarded on or after the date of withdrawal will not be covered whether **we** previously agreed to them or not.

Section B Property Damage : Farm Buildings & Agricultural Contents

Only operative if this section is shown as insured in the ***schedule***

The following additional definitions, clauses, terms and conditions which are contained within this Section, relate solely to this Section of this **policy**.

Additional Definitions for this Section

Agricultural Machinery — Machinery, plant and implements and **All Other Contents** excluding agricultural vehicles and other motorised vehicles and plant unless specifically insured in the **schedule**.

All Other Contents

1) Computer records documents manuscripts and business books for an amount not exceeding £25,000 in respect of any one loss
2) In so far as they are not otherwise insured directors' partners' and **employees**' personal effects including clothing, pedal cycles, tools, instruments and the like for an amount not exceeding £500 per person but any cover granted under this insurance for **damage** by theft will not apply to personal effects partly or wholly of precious metal, jewellery, watches, furs, contact lenses, portable electronic entertainment equipment, cameras, **money** and securities of any description
3) **Money** and securities of any description but for not more than £1,000 in total and subject to any specific exclusions in this **policy**.
4) Wines, spirits, cigarettes and tobacco held for entertainment purposes but for not more than £500 in total in respect of **damage** by theft (if insured)
5) **cattle passports** for an amount not exceeding £10,000 in respect of any one loss

Animal, Animals — Any animal or animals described in the **schedule**, which includes any whole or part financial interest, to the extent of that interest

Buildings

1) Agricultural, commercial and other non-domestic buildings including solar panels fixed to the buildings
2) Moveable timber animal field shelters
3) Landlord's fixtures and fittings in and on the buildings
4) Small outside buildings extensions annexes gangways
5) Fuel tanks associated with the buildings
6) Services which will mean telephone gas and water mains electrical instruments metres piping cabling and the like and the accessories extending from the buildings to the perimeter of the **premises** or to the public mains (including those underground)

Collapse — The sudden and dangerous distortion (whether or not attended by rupture) of any part of the property caused by crushing stress by fluid (including air) pressure (other than pressure ignition of gases in the furnaces or fluid)

Cover — A cover which is shown as applicable on the **schedule**

Designation of Property — Where necessary the item heading under which any property is determined by the designation insured will be under which such property appears in **your** books

Livestock — **Animals** belonging to **you** or in **your** custody or control, in connection with the **business**

Money

Cash, bank notes, currency notes, cheques, bankers' drafts, postal orders, money orders, current postage stamps and revenue stamps, National Insurance stamps, National Savings stamps and certificates, holiday savings stamps, luncheon vouchers, credit company sales vouchers, VAT purchase invoices, Premium Bonds, bills of exchange, giro cheques and drafts, gift tokens, trading stamps, unused units in franking machines, consumer redemption vouchers and credit cards

Produce and Deadstock

Agricultural produce including growing crops and farming stock excluding growing timber, **livestock,** and property more specifically insured.

Property Insured

The following if at the **premises** including within open yards forming part of the **premises** (unless specifically excluded):

a. **Buildings**
b. **Agricultural Machinery**
c. **Produce and Deadstock**
d. Other property or interests

all as defined or more fully described in the **schedule** and all being **your** property or for which **you** are responsible but excluding:

i. property which is more specifically insured
ii. unless specifically notified to and accepted by **us** as insured
    A. land, roads, drives, pavements, piers, jetties, bridges, culverts or excavations
    B. **livestock**

Stack

Any construction of straw or hay bales stored either outdoors or within a building. **We** will deem the hay or straw to be contained within one stack if:

1. the distance between stacks stored outdoors is less than 50 metres
2. the distance between a stack stored outdoors and one within a building is less than 15 metres
3. the hay or straw is stored within a single building including extensions to that building

Tenant's Improvements

Tenants' improvements, alterations and decorations.

What is covered

If any of the **property insured** described in the **schedule** suffers **damage** during the **policy period** at the **premises** as a result of a **cover** shown as applicable against the relevant Item on the **schedule we** will in accordance with the provisions of the insurance pay **you** the amount of loss or at **our** option reinstate or replace such property provided that **our** liability in any one **policy period** will not exceed in the whole the total sum insured or in respect of any item its sum insured or any other limit of liability stated in the **schedule.**

Covers (Standard):

Fire, Lightning, Aircraft, Explosion, Escape of Oil, Falling Trees, Defective Oil Vaporisation, Smoke

1.
   a) Fire. However **we** will not pay for **damage** to **property insured** caused by its undergoing any process involving the application of heat other than spontaneous combustion fermentation or heating of **produce or deadstock**
   b) Explosion
   c) Lightning
   d) Aircraft or other aerial devices or articles dropped therefrom
   e) Escape of oil from a fixed heating installation or apparatus
   f) Falling trees lamp-posts and telegraph poles electricity poles pylons and wind turbines,

      However **we** will not pay for:

      i. **damage** caused during a felling or lopping operation
      ii. **damage** to any property not insured under Section B Property Damage - 'What we will pay" – Buildings or Section B Property Damage – "What we will pay" - Office Contents, Computer and Ancillary Equipment
      iii. the cost of removing fallen items as described above or parts of items described above except where they have given rise to a valid **claim** under this **policy**

   g) Defective oil vaporisation of any fixed oil burning heating appliance excluding **damage** to any property not insured under Section B Property Damage - 'What we will pay" – Buildings or Section B Property Damage – "What we will pay" - Office Contents, Computers and Ancillary Equipment
   h) Smoke

Earthquake

2. Earthquake, however **we** will not pay for **damage** if caused by fire

Riot & Malicious Damage

3. Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons or animal rights campaigners,

   However, **we** will not pay for **damage:**

   i. arising from confiscation, requisition or destruction by order of the government or any public authority
   ii. arising from cessation of work
   iii. in the course of theft or attempted theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation

Impact

4. Impact by any vehicle, animal or train

   However, **we** will not pay for **damage** to growing crops caused by any **animal** belonging to **you** or in your care, custody and control.

Additional Covers (Optional) :

Storm & Flood

5. **Storm**, Flood or Tempest

However, we will not pay for **damage**:

i. to any **buildings** not maintained in a sound condition
ii. to glasshouses, polytunnels and other plastic or fabric covered structures
iii. to moveable animal field shelters unless securely anchored to the ground
iv. attributable solely to change in the water table level
v. caused by frost subsidence ground heave or landslip
vi. resulting from the escape of water, fuel or liquid fertiliser from tanks, apparatus or pipes
vii. to fences gates and moveable property in the open other than as allowed for in point iii above
viii. to property not insured under **Section B Property Damage - 'What we will pay" – Buildings** or **Section B Property Damage – "What we will pay" - Office Contents, Computers and Ancillary Equipment**

Further where **cover** 5 Storm and Flood is shown on the **schedule** as Applicable under Section B Property Damage – Farm Buildings the **cover** will include **damage** to farm **produce and deadstock** and **agricultural machinery** in such **buildings** subject to a **claim** being accepted under **cover** 5 Storm and Flood in respect of **damage** caused to such **buildings** and there being a sum insured shown against Items B "Agricultural Machinery" or C "Produce and Deadstock" (as appropriate) in the **schedule**,

However, **we** will not pay for:

i. property in open-sided or open-fronted **buildings** or **buildings** which have not been suitably maintained and are not watertight
ii. **produce** and **deadstock** not bagged and stored on pallets or racking other than grain in a purpose-built grain store

Theft

6. Theft (which will be deemed to include attempted theft)

However, **we** will not pay for **damage**:

i. expedited or in any way brought about by **you**
ii. due to a person obtaining any property by deception
iii. to property in transit other than **produce and deadstock** and **agricultural machinery**
iv. to **money** and securities of any description
v. to glass if more specifically insured
vi. due to unexplained disappearance or inventory shortage

Further this **cover** is extended to include **produce and deadstock** and **agricultural machinery** whilst at any location other than the **premises**.

Accidental Damage

7. Any accidental damage

However, **we** will not pay for:

i. **damage** by any

a) of **covers** 1 Fire, Lightning, Aircraft, Explosion, Escape of Oil, Falling Trees and Defective Oil Vaporisation, 2 Earthquake, 3 Riot and Malicious Damage, 4 Impact, 5 Storm and Flood, 6 Theft, 8 Transit, 9 Burst Pipes and Loss of Metered Water and 10 Implosion of Grain Towers
b) of the causes expressly excluded from **covers** 1 Fire, Lightning, Aircraft, Explosion, Escape of Oil, Falling Trees and Defective Oil Vaporisation, 2 Earthquake, 3 Riot and Malicious Damage, 4 Impact, 5 Storm and Flood, 6 Theft, 8 Transit, 9 Burst Pipes and Loss of Metered Water and 10 Implosion of Grain Towers.

whether or not insured

ii. **damage** to any property caused by

a) its own faulty or defective design or materials

b) inherent vice, latent defect, gradual deterioration or wear and tear
c) faulty or defective workmanship by **you** or any of **your employees**
d) alterations maintenance or repairs
e) delay, confiscation or detention by order of any Government or Public Authority
f) counterfeit substitute or incompatible parts
g) depreciation, contamination or any other loss that arises directly or indirectly other than **damage** to the **property insured** itself,

but this will not exclude subsequent **damage** which itself results from a cause not otherwise excluded.

iii. **damage** caused by:

a) corrosion, rust, wet or dry rot, marring, scratching, vermin or insects
b) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
c) breakage of electrical valves bulbs or tubes unless forming part of the property and fixed to the property and happening as the result of **damage** to such property
d) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates

but this will not exclude:

i) such **damage** which itself results from other **damage** and is not otherwise excluded
ii) subsequent **damage** which itself results from a cause not otherwise excluded

iv. **damage** caused by:

a) pollution or contamination unless resulting from a sudden identifiable unintended and unexpected cause which:

- occurs in its entirety at a specific moment in time and place during any one **policy period**
- is not otherwise excluded

b) disappearance or unexplained loss

v. **damage** to any **building** or structure caused by its own collapse or cracking unless resulting from a sudden identifiable and unexplained cause which occurs in its entirety at a specific moment in time and place during any one **policy period** and which:

- does not result from

  i) the construction, demolition, structural alteration or structural repair of any property
  i) groundworks or excavation works at the **premises**

- is not otherwise excluded

vi. **damage**

a) to the contents of machines unless such contents are shown in the **schedule**
b) consequent upon any person obtaining property by deception
c) not caused by a specific event which occurs at a specific moment in time and place during any one **policy period**
d) arising out of any process of cleaning service or repair

Transit

8. Any accident to **agricultural machinery** or **produce and deadstock** whilst

a) being loaded on
b) being carried by
c) being unloaded from

any vehicle belonging to on loan to or on hire to **you** anywhere in Great Britain Northern Ireland the Channel Islands the Isle of Man or the Republic of Ireland

However, **we** will not pay for **damage** as a result of any cause excluded under **Covers** 1 Fire, Lightning, Aircraft, Explosion, Escape of Oil, Falling Trees and Defective Oil Vaporisation, 2 Earthquake, 3 Riot and Malicious Damage, 4 Impact, 5 Storm and Flood, 6 Theft and 7 Accidental Damage (whether or not insured) with the exception of item iii. of **Cover** 6 Theft

Further this **cover** is extended to include

a) property not belonging to **you** but whilst in **your** custody or control
b) **damage** to the **your** sheets tarpaulins ropes chains and pallets whilst in transit up to a limit of £1,000
c) **damage** whilst in transit to personal effects belong to any driver or driver's mate not employed by **you** up to a limit of £250
d) the cost of alternative transport re-loading and removing debris up to a limit of £1,000

Burst Pipes & Loss of Metered Water

9. Escape of water, fuel or liquid fertiliser from tanks, apparatus or pipes and the cost of escaped metered water, fuel or liquid fertilisers,

However, **we** will not pay for:

i. destruction or **damage** caused to any **building** that is untenanted or out of use.
ii. destruction or **damage** by water discharged or leaking from an installation of automatic sprinklers at the **premises**
iii. any amount exceeding £10,000 in respect of metered water, fuel or liquid fertilisers.
iv. losses from steel tanks older than 15 years of age

Provided that no claim will be accepted for escape of metered water without prior written confirmation that the loss is not reclaimable from the water supply company.
Further in the event of **damage** resulting from escape of water or oil (if insured hereby) **we** will pay:

a) the costs necessarily and reasonably incurred in locating the source of such **damage** and subsequently making good
b) the cost of repairing or replacing tanks apparatus pipes or appliances which have been **damaged** by freezing
provided that **our** liability in respect of any one **claim** will not exceed £2,000

Implosion of Grain Towers

10. Implosion of Grain Towers and Silos causing **damage** to **property insured** directly consequent upon and solely due to **collapse** of the Grain Towers or Silos.

However, we will not pay for **damage** caused by:

i) and occurring during testing or intentional overloading of the **property insured** except for **damage** caused by and occurring during the checking of the correct working of the **property insured** or of safety installations in connection with the **property insured**
ii) fire however the fire may have been caused.

What is not covered

Pollution and Contamination
Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or **damage** to the **property insured** caused by

1) pollution or contamination which itself results from any **cover**
2) any **cover** which itself results from pollution or contamination

Excesses
This insurance does not cover the **excesses** (as shown in the **schedule**) being the first part of each and every loss to be borne by **you** at each **premises** as ascertained after the application of all other terms and conditions of the insurance including the Underinsurance Provision.

What we will pay

BUILDINGS

For **buildings we** will pay:

A) in accordance with the Basis of Settlement shown in your **schedule** either:

Modern Materials - the cost of erecting modern **buildings** providing comparable facilities to the existing structures at the time the **damage** but not exceeding the cost of a modern **building** providing such comparable facilities

or

Reinstatement – the cost of reinstatement being:

i. where the property is destroyed the cost of rebuilding
ii. where the property is **damaged** the cost of repairing the **damaged** portions to a condition substantially the same as but not better or more extensive than its condition when new

B) the cost of complying with Public Authorities' requirements

being such additional cost of reinstatement of the property as may be incurred with **our** consent in complying with Building Regulations or local authority or other statutory requirements first imposed upon **you** following the **damage** provided that the reinstatement is completed within 12 months of the occurrence of the **damage** or within such further time as **we** may in writing allow

C) the cost of removing debris

being the cost incurred with **our** consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses:

a. incurred in removing debris except from the site of such property **damage**d and the area immediately adjacent to such site
b. arising from pollution or contamination of property not insured by this **policy**

D) the cost of professional fees

being those reasonably and necessarily incurred in the reinstatement of the property but not for preparing any **claims**

The following provisions apply:

1 Public Authorities' Requirements

We will not be liable in respect of **What we will pay – Buildings B** for:

- requirements relating to undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance)
- any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the regulations or requirements referred to

2 Partial Damage

Where **damage** occurs to only part of the property **our** liability will not exceed the amount which **we** would have been liable to pay had the property been wholly destroyed

3 Insurable Amount

For the purpose of the Underinsurance Provision the Insurable Amount will be the total of the insured costs **What we will pay – Buildings A, B, C** and **D** at the time of the **damage**

PERMANENTLY FIXED AGRICULTURAL MACHINERY, BOUNDARY HEDGES WALLS FENCES & GATES, TENANT'S IMPROVEMENTS AND CATTLE PASSPORTS

For permanently fixed **agricultural machinery**, boundary hedges, walls, fences and gates**, tenant's improvements** and cattle passports **we** will pay:

E) the cost of reinstatement being

a. where the property is destroyed the cost of its replacement by similar property
b. where the property is **damaged** the cost of repairing or restoring **damaged** portions to a condition substantially the same as but not better or more extensive than its condition when new

F) the cost of complying with Public Authorities' requirements as defined in **What we will pay – Buildings B**

G) the cost of removing debris as defined in **What we will pay – Buildings C**

H) the cost of professional fees as defined in **What we will pay – Buildings D**

The following provisions apply:

1 Public Authorities' Requirements

We will not be liable in respect of **What we will pay – Permanently Fixed Agricultural Machinery, Boundary Hedges Walls Fences and Gates, Tenant's Improvements and Cattle Passports F** for:

- requirements relating to undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance)
- any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the regulations or requirements referred to

2 Partial Damage

Where **damage** occurs to only part of the property **our** liability will not exceed the amount which **we** would have been liable to pay had the property been wholly destroyed

3 Reinstatement on Another Site

The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to **your** requirements provided that it does not increase **our** liability

4 Insurable Amount

For the purpose of the Underinsurance Provision the Insurable Amount will be the total of the insured costs **What we will pay – Permanently Fixed Agricultural Machinery, Boundary Hedges Walls Fences and Gates, Tenant's Improvements and Cattle Passports E, F, G** and **H** in reinstating **property insured** to a condition substantially the same as when new at the level of costs applying at the time of the **damage** of the property insured by the item

5 Alternative Basis of Settlement

Our liability will be limited to the Alternative Basis of Settlement (as defined below)

a. until the cost of reinstatement has actually been incurred
b. if the work of reinstatement is not carried out as quickly as is reasonably practicable
c. if at the time of its **damage** the property is covered by any other insurance effected by **you** or on **your** behalf and such other insurance is not on the identical basis of reinstatement defined in cost **What we will pay – Permanently Fixed Agricultural Machinery, Boundary Hedges Walls Fences and Gates, Tenant's Improvements and Cattle Passports E**
d. if in the **schedule** it is stated that the Alternative Basis of Settlement applies

Under the Alternative Basis of Settlement **we** will pay the value of the property at the time of its destruction or the amount of the **damage** including the cost of

- complying with Public Authorities' requirements
- removing debris
- professional fees

as defined in costs **What we will pay – Buildings B, C** and **D** above and subject to the provisions and exceptions applying to those costs

For the purpose of the Underinsurance Provision the Insurable Amount will be the total of the value at the time of the **damage** of the property insured by the item and additional costs **What we will pay – Buildings B, C** and **D**.

OTHER AGRICULTURAL MACHINERY

For **agricultural machinery** that is not permanently fixed **we** will pay in accordance with the Basis of Settlement shown in your **schedule** either:

Market Value - the value of the property at the time of its destruction or the amount of the **damage** including

i) the cost of removing debris as defined in **What we will pay – Buildings C**
ii) the cost of professional fees as defined in **What we will pay – Buildings D**

or

Reinstatement - the cost of reinstatement being

i) the cost of reinstatement as defined in **What we will pay – Permanently Fixed Agricultural Machinery, Boundary Hedges Walls Fences and Gates, Tenant's Improvements and Cattle Passports E**
ii) the cost of removing debris as defined in **What we will pay – Buildings C**

The following provisions apply:

1 Partial Damage

Where **damage** occurs to only part of the property **our** liability will not exceed the amount which the **we** would have been liable to pay had the property been wholly destroyed

2 Reinstatement on Another Site

The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to **your** requirements provided that it does not increase **our** liability

3 Insurable Amount

For the purpose of the Underinsurance Provision the Insurable Amount will be the total of the insured costs in **What we will pay – Permanently Fixed Agricultural Machinery, Boundary Hedges Walls Fences and Gates, Tenant's Improvements and Cattle Passports E** and **What we will pay – Buildings C** in reinstating the **property insured** to a condition substantially the same as when new at the level of costs applying at the commencement of the **policy period**

4 Alternative Basis of Settlement

Our liability will be limited to the Alternative Basis of Settlement (as defined below)

a. until the cost of reinstatement has actually been incurred
b. if the work of reinstatement is not carried out as quickly as is reasonably practicable

c. if at the time of its **damage** the property is covered by any other insurance effected by **you** or on **your** behalf and such other insurance is not on the identical basis of reinstatement defined in **What we will pay – Permanently Fixed Agricultural Machinery, Boundary Hedges Walls Fences and Gates, Tenant's Improvements and Cattle Passports E**
d. if in the **schedule** it is stated that the Alternative Basis of Settlement applies

Under the Alternative Basis of Settlement **we** will pay the value of the property at the time of its destruction or the amount of the **damage** including the cost of

- complying with Public Authorities' requirements
- removing debris
- professional fees

as defined in **What we will pay – Buildings B**, **What we will pay – Buildings C** and **What we will pay – Buildings D** above and subject to the provisions and exceptions applying to those costs

For the purpose of the Underinsurance Provision the Insurable Amount will be the total of the value at the time of the **damage** of the property insured by the item and **What we will pay – Buildings B**, **C** and **D**

OFFICE CONTENTS, COMPUTERS & ANCILLARY EQUIPMENT

For office contents, computers and ancillary equipment **we** will pay

i.) the cost of reinstatement as defined in **Permanently Fixed Agricultural Machinery, Boundary Hedges Walls Fences and Gates, Tenant's Improvements and Cattle Passports E**
ii.) the cost of removing debris as defined in **What we will pay – Buildings C**

The following provisions apply:

1 Partial Damage

Where **damage** occurs to only part of the property **our** liability will not exceed the amount which **we** would have been liable to pay had the property been wholly destroyed.

2 Reinstatement on Another Site

The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to **your** requirements provided that it does not increase **our** liability.

3 Insurable Amount

For the purpose of the Underinsurance Provision the Insurable Amount will be the total of the insured costs **Permanently Fixed Agricultural Machinery, Boundary Hedges Walls Fences and Gates, Tenant's Improvements and Cattle Passports E** and **What we will pay – Buildings C** in reinstating the **property insured** to a condition substantially the same as when new at the level of costs applying at the commencement of the **policy period**

4 Alternative Basis of Settlement

Our liability will be limited to the Alternative Basis of Settlement (as defined below)

a) until the cost of reinstatement has actually been incurred
b) if the work of reinstatement is not carried out as quickly as is reasonably practicable
c) if at the time of its **damage** the property is covered by any other insurance effected by **you** or on **your** behalf and such other insurance is not on the identical basis of reinstatement defined in **Permanently Fixed Agricultural Machinery, Boundary Hedges Walls Fences and Gates, Tenant's Improvements and Cattle Passports E**
d) if in the **schedule** it is stated that the Alternative Basis of Settlement applies

Under the Alternative Basis of Settlement **we** will pay the value of the property at the time of its destruction or the amount of the **damage** including the cost of

i.) complying with Public Authorities' requirements
ii.) removing debris
iii.) professional fees

as defined in **What we will pay – Buildings B**, **C** and **D** above and subject to the provisions and exceptions applying to those costs

For the purpose of the Underinsurance Provision the Insurable Amount will be the total of the value at the time of the **damage** of the property insured by the item and **What we will pay – Buildings B**, **C** and **D**.

COMPUTER RECORDS , DOCUMENTS, MANUSCRIPTS AND BUSINESS BOOKS

For computer records, documents, manuscripts and business books **we** will pay:

i. the value of the materials as stationery

ii. the clerical labour and computer time expended in reproducing such computer records or writing up such documents

iii. the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded

but excluding the value to **you** of the information and subject to the **our** liability not exceeding the limit stated in the definition of **all other contents**

PRODUCE AND DEADSTOCK, AND OTHER INSURED PROPERTY NOT SPECIFICALLY PROVIDED FOR

For **produce and deadstock** and other **property insured** not specifically provided for **we** will pay the value of the property at the time of its destruction or the amount of the **damage** including the cost of removing debris as defined in **What we will pay – Buildings C**

The following provision applies

Insurable Amount

For the purpose of the Underinsurance Provision the Insurable Amount will be the total of the value at the time of the **damage** of the **property insured** by the item and **What we will pay – Buildings C**.

Special Provisions and Standard Cover Extensions

Stack Limit

We will not pay any sum in excess of:

(a) £30,000 in respect of any one **Stack**
(b) the maximum payable for 5 **Stacks** at any one location

Underinsurance

1 In respect of **buildings**,
if at the time of the **damage** the **sum insured** on the relative item on **buildings** is less than the Insurable Amount the amount otherwise payable will be proportionately reduced.

2 In respect of all other property except Growing Timber Boundary Hedges Walls Fences and Gates
If at the time of the **damage** the **sum insured** on the relative item is less than 75% of the Insurable Amount the amount otherwise payable will be proportionately reduced.

Boundary Hedges Walls Fences and Gates

It is understood that the sum insured in respect of Boundary Hedges Walls Fences and Gates represents the maximum amount payable for each and every **claim**

Reinstatement of Property

We may at **our** own option reinstate or replace any property destroyed or **damage**d without being bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. **You** must at **your** own expense produce and provide **us** with all such plans, documents, books and information as **we** may reasonably require.

Power Implements

Any cover provided in respect of power driven vehicles and implements and their accessories applies only to the extent that such property is not otherwise more specifically insured

Fixed Glass and Sanitary Fittings in Buildings

Cover in respect of **buildings** is extended to include accidental loss or **damage** to fixed glass and sanitary fittings attached to **buildings**, to which a sum insured of £1,000 will apply.

Property at other Locations

Subject to all the provisions and exclusions the cover granted by this insurance is extended to apply to the following **property insured** whilst removed from the **premises** as indicated below except that

1) the insurance applies only in so far as the property is not otherwise insured
2) this extension applies only to **damage** occurring within Great Britain, Northern Ireland and the Republic of Ireland
3) **our** liability for any one loss will not exceed the limit stated

	Property and Location	Limit of Liability for any one loss
A	Computer records, documents, manuscripts and business books at any location and whilst in transit	The limit stated in the **All Other Contents** definition
B	**Agricultural Machinery Produce and Deadstock** (excluding vehicles licensed for road use) whilst temporarily at any location. The Insurance provided in respect of Covers 1 and 2 extends to include such property whilst in transit	The relative sum insured stated in the **schedule**

Buildings – Alterations and Additions

If during the **policy period** alterations or additions are made to any **buildings** insured or **buildings** are acquired or constructed at any **premises** covered by this insurance or elsewhere in Great Britain or Northern Ireland and such additional property is not otherwise insured it will be held covered under the relative items of this insurance from the time from **you** became responsible for it until the next renewal of the insurance at which date specific insurance will be effected. The sum insured by each item will be deemed to be increased for that period only by the value of the additional property insured under the item but by not more than 10% and subject to **our** liability not exceeding £500,000 in respect of additional property at any one **premises**.

All the provisions and conditions of this insurance (including the Alterations clause) apply to this extension except as expressly varied.

Automatic Reinstatement after a Loss

In the absence of written notice by **you** or **us** to the contrary within 30 days of the occurrence of any **damage** **our** liability will not be reduced by the amount of any loss and **you** will pay the appropriate additional **premium** for such automatic reinstatement of cover provided that in respect of **damage** by theft (if insured) the automatic reinstatement will apply on the first occasion only in each **policy period**.

Transfer of Interest

If at the time of any insured **damage** to any **building** insured **you** will have contracted to sell **your** interest in the **building** and the purchase is subsequently completed the purchaser will be entitled on completion of the purchase to the benefit of this insurance in respect of such **damage** if and so far as the property is not otherwise insured by the purchaser or on the purchaser's behalf against such **damage** without prejudice to the rights and liabilities of **you** or **us** under this insurance up to the date of completion.

Theft Cover Extension

Any cover granted under this insurance in respect of theft includes:

a) the cost of repairing **damage** to the **buildings** (whether or not the **buildings** are insured hereunder) if **you** are responsible for the repairs and the **damage** it not otherwise insured

b) the reasonable expenses (not exceeding £500) incurred in necessarily replacing locks to the **buildings** or safes or strongrooms in the **buildings** because of theft (as insured) from such **buildings** or the theft of keys from the residence of any of **your** authorised key holding directors partners or **employees**

Land and Property Agent's Fees Extension

The cover will include Land & Property Agent's fees incurred in connection with the administration on **your** behalf of any **claim** resulting from **damage** that is insured by this **policy**, subject to a limit of £5,000 any one claim and in the in the **policy period** for any one event under the **policy**.

Asbestos Removal Extension

The cover is extended to include the costs for which **you** are legally responsible in respect of the removal of asbestos waste or property contaminated by asbestos as a result of damage to **buildings**, provided that such damage will be the subject of a valid insurance **claim** under this **policy**.

The most that will be paid under this provision will be £50,000, and will be in addition to any amounts paid for other debris removal costs as defined under **What we will pay – Buildings C**.

Contract Works

The cover by each item on **buildings** extends to include **damage** to any Contract Works to the extent to which **you** have contracted to arrange cover provided **our** liability will not exceed £100,000 in respect of all losses arising out of any one occurrence. This cover will only apply in so far as the Contract Works are not otherwise insured and is subject to an **excess** being £250.

Contract Works will mean temporary or permanent works executed or in the course of execution at the **premises** by **you** or on **your** behalf for the purposes of alterations or improvements to the **premises** including unfixed site materials for use in connection with the works.

Building Materials, Plant and Machinery

In respect of any construction, alteration or improvement work relating to any **buildings** at the **premises** being carried out by **you** or on **your** behalf, but not under the terms of a formal building contract, the cover is extended to include **damage** to

a) materials on the **premises** intended for incorporation into such **building**
b) machinery, plant and tools on the **premises** for use in connection with such work

caused by a cover shown on the **schedule** as insured against
in respect of a) – **Produce & Deadstock**
in respect of b) – **Machinery**

The maximum that **we** will pay under the Extension arising from any one event is £50,000 and an **excess** of £250 will apply.

Utility Services Extension

The cover is extended to include accidental **damage** to:

a) underground or overhead electricity telephone or television cables
b) underground water oil gas sewer and drain pipes (including drain inspection covers)

extending from the **buildings** to the public supply for which **you** are legally responsible

Gardens and Grounds Extension

The cover is extended to include costs paid with **our** consent in making good the gardens grounds crops and land at the **premises damaged** by the Emergency Services following **damage** (the subject of a valid **claim** under this Section) of or to the **property insured** but excluding any amount in excess of £10,000 during any **policy period**. No **claim** will be accepted under this extension in respect of **damage** to domestic gardens unless the associated private dwelling house is insured under Section A Home Insurance of this **policy**.

Clean Up Costs Extension (Own Property)

The cover is extended to include the costs of removing or cleaning up contaminating substances as a result of leakage from tanks apparatus pipes reservoirs or lagoons on the **premises** subject to the cause being a sudden identifiable and specific event which is insured during the **policy period**. Any **claim** under this extension will be limited to a maximum amount of £25,000 and will exclude the first £250 of each and every loss.

The cover by this extension will not apply to any steel oil tank older than 15 years of age, and in respect of other oil tanks the cover only applies to tanks which are either integrally bunded in accordance with OFST100, or are sited on a concrete plinth and have a non-porous bund wall surrounding the tank that is capable of holding 110% of the tank capacity.

Fly Tipping Extension

The cover is extended to include the costs necessarily and reasonably incurred in clearing and removing any property in consequence of its being illegally deposited in, on or around the **premises**

Our liability will not exceed £10,000 in respect of any one **policy period** and is subject to the an **excess** of the first £250 of each and every **claim**

Fire Extinguisher Costs

The cover is extended to include necessary and reasonable costs incurred by **you** in refilling fire extinguishing appliances as a direct result of **damage** insured.

Section C All Risks - UK

*Only operative if this section is shown as insured in the **schedule***

The following additional definitions, clauses, terms and conditions which are contained within this Section, relate solely to this Section of this **policy**.

Additional Definitions for this Section

Specified Property	The property specified in the **schedule**
Insurable Amount	The cost of replacement plus the cost of removal of any debris

What is covered

If any of the **specified property** suffers **damage** during the **policy period** within the **geographical limits** by a cause not excluded **we** will in accordance with the provisions of the insurance pay **you** the amount of loss or at **our** option reinstate or replace such property.

What we will pay

We will pay **you** the amount of **damage** but not exceeding as far as each item is concerned the sum insured shown in the **schedule**.

The basis upon which the amount payable is to be calculated will be the reinstatement of the **specified property** as follows:

a) where the **specified property** is lost the cost of replacement by similar property
b) where the **specified property** is damaged the cost of repair

in either case to a condition substantially the same but not better or more extensive than its condition when new.

In the case of repair the cost of any repair will not exceed the cost of replacement.

If the repair or replacement is not carried out **we** will pay the reduction in current value resulting from the **damage** but not exceeding what it would have cost to repair or replace.

What is not covered

We will not pay for

1) **damage** to the **specified property** caused by or consisting of:

   i.) wear and tear moth vermin atmospheric or climatic conditions or any gradually operating cause
   ii.) change in temperature, colour or finish and action of light
   iii.) alterations maintenance repairs or any process of cleaning or restoring
   iv.) delay confiscation or detention by order of any Government or Public Authority
   v.) counterfeit substitute or incompatible parts
   vi.) mechanical or electrical breakdown or derangement
   vii.) electrical or magnetic injury disturbance or erasure of electronic data other than by lightning
   viii.) faulty or defective workmanship
   ix.) operational error or omission on the part of **you** or any **employees**

2) breakage of electrical valves bulbs or tubes unless forming part of the **specified property** and fixed to the **specified property** and happening as the result of **damage** to such property

3) the contents of machines unless such contents are shown in the **schedule**

4) depreciation contamination or any other loss that arises directly or indirectly other than as a result of **damage** to the **specified property** itself

5) **damage** consequent upon any person obtaining property by deception

6) theft or attempted theft from any **unattended vehicle** unless

   i.) the **specified property** is within an enclosed area of the vehicle, hidden from view, and
   ii.) all locks and other security measures are in operation, with all keys or other ignition devices removed from the vehicle, and
   iii.) force and violence is used to gain entry to the vehicle, and
   iv.) when away from the **premises** between the hours of 9pm and 6am inclusive the vehicle is within a locked garage or locked security compound.

7) theft where **you**, a member of **your** family or an **employee** is involved as principal or accessory

8) **damage** caused by delay confiscation or detention by customs or other officials or authorities

9) consequential loss of any kind

10) any applicable **excess** as shown in the **schedule** or elsewhere in the **policy**

Special Provisions

Underinsurance

If at the time of **damage** the sum insured on the relative item is less than the **insurable amount** the amount otherwise payable will be proportionately reduced.

Automatic Reinstatement after a Loss

In the absence of written notice by **you** or **us** to the contrary within 30 days of the occurrence of any **damage** **our** liability will not be reduced by the amount of any loss and **you** will pay the appropriate additional **premium** for such automatic reinstatement of cover provided that in respect of **damage** by theft (if insured) the automatic reinstatement will apply on the first occasion only in each **policy period**.

Section D Livestock Insurance

*Only operative if this section is shown as insured in the **schedule***

The following additional definitions, clauses, terms and conditions which are contained within this Section, relate solely to this Section of this **policy**.

Additional Definitions for this Section

Accident

A sudden, unexpected and unintentional incident

Animal, Animals

Any animal or animals described in the **schedule**, which includes any whole or part financial interest, to the extent of that interest.

Applicable cover

Any cover shown as applicable in the **schedule**

DEFRA

Department of Environment Food and Rural Affairs or the Scottish Executive Agriculture or the Welsh Assembly Department for Environment, Planning & Countryside or the Department of Agriculture and Rural Development or such successor Departments of Her Majesty's Government

Economic Slaughter

The slaughter of an **animal** other than **humane destruction**

Humane Destruction

means;

a) that the **animal** has suffered from an injury or an excessively painful lameness or illness and a **vet** appointed by **us** certifies that the **animal's** suffering is incurable and so excessive that immediate destruction is imperative for humane reasons; or
b) that the **animal** has suffered an injury and a **vet** appointed by **you** certifies that the injury the **animal** has suffered is incurable and so excessive that immediate destruction is imperative for humane reasons and could not have waited for the appointment of a **vet** by **us.**

Livestock

Animals belonging to **you** or in **your** custody or control, in connection with the **business**.

Loss

In respect of a **claim** resulting from theft or unexplained disappearance, the disappearance of **livestock** for a period exceeding 30 days.

In respect of all other **claims**;
- injury which within 14 days results in the death of the **livestock**
- **humane destruction** of the **livestock**
- slaughter of the **livestock** with the consent of **us** or **our** authorised representative

Market value

For breeding stock:

the average published local **market value**, over a period of thirty (30) days immediately prior to the relevant death of the **animal(s)**, for **animals** of a similar type; or

For meat **animals**:

the average published local **market value**, over a period of thirty (30) days immediately prior to the relevant death of finished **animals** of the same type that have recently completed a similar growing program. For unfinished **animals**, **market value** will be reduced in relation to live weight gained.

For all other **animals**, the price at which ownership of the **animal** would change between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the **animal(s).**

Post-mortem A necropsy examination, made by a **vet** including but not limited to establishing the identity of the **animal**, the cause of death or the reason for **humane destruction** of the **animal.**

Vet A veterinary surgeon or veterinarian with a currently valid licence, issued by the appropriate governing agency, allowing them to practise veterinary medicine.

Insuring Agreement:

You agree:

a) to provide proper care and attention for each insured **animal** and take all reasonable steps to avoid or minimise a loss under this **policy** at **your** own expense;
b) to keep all buildings used to house **animals(s)** in a good state of repair;
c) that the **animals** are in sound health and free from any illness, disease, lameness, injury or physical disability of any kind at the start of the **policy period**, unless **you** have completely and accurately disclosed this prior to the start of the **policy period** and **we** have accepted full coverage under this **policy**;
d) to take reasonable care in the selection and supervision of any person who has care, custody and/or control of any **animal**;
e) in the event of any illness, disease, lameness, injury, accident or physical disability suffered by an **animal**, **you** must as soon as practicable and at **your** own expense employ a **veterinary surgeon** and, if required by **us**, allow removal of the **animal** for treatment. **You** must also as soon as practicable notify **your broker**. **Your broker** may also instruct a **vet** on **our** behalf if deemed necessary;
f) that any electrical installation will be properly inspected and maintained during the currency of the **policy**;
g) that the **animal(s)** are used only for any purpose stated in the **schedule**; and
h) that no **animal** will be removed permanently from the **premises** without **our** written consent.

Notifying us of any changes in the sum insured

You should review the sum insured as shown in the **schedule** on a regular basis to ensure it accurately reflects the **market value** of the **animal.**

You must notify **your broker** as soon as practicable of any change in the **market value** of the **animal**. This includes, but is not limited to, changes in **market value** as a result of public auctions.

If at any time during the **policy period** the **animal** is entered but not sold in a public or private auction and the sum insured per **animal** exceeds the highest amount bid in the auction for **your** financial interest in the **animal**, then the sum insured specified in the **schedule** will automatically be reduced upon the conclusion of the auction to the highest amount bid for **your** financial interest in the **animal**.

In the event that the sum insured specified in the **schedule** is reduced under this condition, **you** will be entitled to a return of **premium** on the amount by which the sum insured has been reduced, calculated on a proportional daily basis from the date of the reduction until the expiry of the **policy period**.

Special Conditions

1) No **animal** will be removed permanently from the **premises** without our written consent
2) No payment will be made for the same **animal(s)** under more than one of the Covers insured in connection with the same loss
3) **We** will be under no obligation to accept or be affected by any transfer of interest, trust or assignment and the like which relates to any **animal** and nothing will give any right against **us** to any person other than **you** other than to a transferee approved by **us**.

Underinsurance – Applicable to Part 1 & Part 3 only

If at the commencement of any loss the sum insured is less than 75% of the value of the **livestock** the amount otherwise payable will be proportionately reduced.

Section D Livestock : Part 1 Non-Disease Cover

Only operative if this section part is shown as insured in the ***schedule***

What is covered

In the event of **loss** of **livestock** as a result of an **applicable cover** that first occurs during the **policy period** we will pay **you:**

- (i) the **market value** of the **animal(s)** less any compensation and/or salvage received
- (ii) up to £1,000 in respect of any one **animal**, limited to £2,500 any on **claim,** for **vet's** fees necessarily incurred, but not for preparing any **claim**
- (iii) up to £500 in respect of any one **animal,** but not exceeding £2,500 in any one **policy period,** for which **you** are liable to a knacker, renderer, kennels or bona fide disposal centre for the cost of removal of any carcass

up to the sum insured stated in the **schedule.**

Limit Any One Animal

The maximum **we** will pay in respect of any one **animal** is £10,000 other than working dogs where the maximum **we** will pay is £5,000 unless otherwise stated in the **policy schedule**

Covers (Standard)

Fire, Lightning, Aircraft, Explosion, Earthquake, Electrocution, Falling Trees, Impact

1) A) Fire or smoke
   B) Explosion
   C) Lightning
   D) Aircraft or other aerial devices or articles dropped therefrom
   E) Earthquake excluding loss by fire
   F) Electrocution excluding electrocution of horses during hunting
   G) Falling trees lamp-posts telegraph poles electricity poles pylons and wind turbines excluding **loss** caused during a felling or lopping operation
   H) Impact by any road vehicle on the **premises**

Riot & Malicious Damage

2) Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons or animal rights campaigners excluding **loss:**
   1) arising from confiscation requisition or destruction by order of the government or any public authority
   2) arising from cessation of work
   3) in the course of theft or attempted theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation.

Additional Cover Options

The following Additional Cover Options are covered under Part 1 if shown as applicable in the **schedule.**

Straying

3) Straying - Any accident
   A. while on foot on any road or any public sale yard or market
   B. as a result of straying from the **premises** or from any public sale or market or agricultural show ground
   C. as a result of straying from the normal confines at the **premises**

   We will not pay for any **loss**:
   1. to horses whilst hunting;
   2. to dogs other than working dogs; or
   3. to poultry or fowl.

Transit

4) Transit - Any accident occurring whilst any **animal** is being loaded onto, conveyed by or unloaded from any motor vehicle or trailer.

We will not pay for any **loss**:

i.) if the vehicle used to transport the **animal(s)** has not been designed to transport such **animal(s)**;

ii.) if the **animal(s)** has not been transported in accordance with the European Union Welfare in Transit Regulation; or

iii.) where such motor vehicle or trailer is operated by a haulage contractor or livestock haulier.

Worrying

5) Worrying of sheep, cattle, alpacas or llamas by dogs not belonging to **you**, foxes, vermin or wild animals.

Theft

6) Theft or unexplained disappearance
The date of **loss** will be the day **you** report to the police the **animal(s)** as stolen.

What is not covered

(i) Unexplained disappearance, escape or voluntary parting of possession of or title to the **animal(s)** as a result of **you** being induced by fraud, trickery or similar false pretences.

(ii) theft if prior to the start of the **policy period** there has been any theft or attempted theft of **your animal(s)**, or threat against **you** or **your animal(s)** whether insured under this **policy**, insured elsewhere or uninsured. However, **we** will not apply this exclusion if the theft or attempted theft has been disclosed to **us** before the start of the **policy period** and cover has been accepted by **us.**

(iii) **We** will not pay a loss unless **you** report the theft of the **animal(s)** to **us** and to the local Police as soon as possible and strictly follow their recommendations.

(iv) **We** will not pay a loss if **you** pay or promise to pay a ransom or give similar assurances of any such nature to any third party. If **you** do, then **we** will be released from all liability under this cover.

Special Conditions

(i) In the event of a settlement by **us** of a **claim** under Cover 6 Theft, then undisputed ownership of **your** interest in the **animal(s)** as shown on the **schedule** will transfer to **us**, and all other insurance provided under the **policy** and provided under any other extensions to the **policy** in respect of the **animal(s)** is automatically terminated.

(ii) **You** must refund to **us** the amount **we** paid in settlement of **your claim** if the **animal** is recovered within 2 years of **us** paying a **claim** under this **policy**.

What is not covered

We will not pay for losses as a result of slaughter of **animal(s)** whether by order of a government or public or local authority, or any person or body having jurisdiction in the matter or otherwise. This exclusion does not apply when **we** have expressly agreed to the **humane destruction** of the **animal**.

We will not for pay for losses caused by one or more of the following:

a) any surgical operation unless conducted by a **vet** and certified by them to have been necessitated solely as a result of an **insured cover** occurring during the **policy period** and to have been carried out in an emergency to save the animal's life;

b) the giving of any medication unless by a **vet** (or experienced personnel directed by him) and certified by that **vet** to have been of a preventative nature or necessitated by an **insured cover** occurring during the **policy period**;

provided that in all such cases (a) or (b) **we** will be given the opportunity of having a **post-mortem** and autopsy examination carried out by **our vet** should **we** so desire.

c) confiscation or nationalisation or requisition by or under the order of any government or public or local authority or any person or body having jurisdiction in the matter;

d) death as a result of any cause other than an **insured cover;**

e) malicious or wilful injury or criminal or intentional acts or omissions by **you**, **your** family, representatives, agents, **employees**, **vets**, bailees or other persons who have care, custody or control of the **animal(s).**

f) failure by **you**, **your** family, representatives, agents, **employees**, **vets**, bailees or other persons who have care, custody or control of the **animal(s)** to provide proper care and attention for the **animal(s)** at all times.

Special Provisions and Cover Extensions

Animals slaughtered on the premises

The cover provided by this insurance will apply to **animal(s)** belonging to **you** that have been slaughtered on the **premises** in preparation for sale or consumption, it being accepted that such **animal(s)** will be included within the definition of **livestock**. The cover by this Extension:

i.) excludes any **animal(s)** slaughtered away from the **premises**
ii.) excludes any **animal(s)** butchered in preparation for sale or consumption
iii.) is subject to the Underinsurance Provision.

Theft Cover Extension

The cover granted under this Section in respect of theft includes the cost of repairing damage by outward violent and visible means to buildings in which **Livestock** are housed resulting from theft or attempted theft subject to a limit of £1,000.

Impact by Collapsed or Damaged Buildings

The cover granted under this Section includes impact by collapsed or damaged buildings as a result of **storm** during the **policy period** which leads to death or **humane destruction** of the **animal(s)** within 14 days of the **storm**.

We will not pay for any **loss** as a result of destruction or damage caused by:

1) the escape of water from the normal confines of any natural or artificial water course lake reservoir canal or dam
2) inundation from the sea whether resulting from **storm** or tempest or otherwise.
3) frost, subsidence or landslip
4) **damage** to gates or fences

Special Conditions

(i) **You** will furnish reasonable proof to **us** that the buildings were in a sound condition immediately prior to the collapse or damage;
(ii) **You** must keep all buildings used to house **animal(s)** in a good state of repair.

Animal Rescue or Recovery Costs Extension

The cover granted by Part 1 – Livestock (Non-Disease) includes any costs for which **you** are responsible and are incurred by:

(i) the emergency services
(ii) a recognised official rescue organisation
(iii) the Royal Society for the Prevention of Cruelty to Animals (RSPCA)

arising from the rescue recovery or attempted rescue recovery of any **animal** provided that such rescue or recovery is a direct result of an insured Cover. The maximum **we** will pay under this extension is:

1. £500 any one animal.
2. £2,500 in respect of any one incident.

Livestock not Belonging to You

The cover granted hereby is extended to include **loss** of **livestock** not belonging to **you** whilst in **your** custody or control for which **you** are responsible but only in so far as such **livestock** is not otherwise insured by or on **your** behalf

Livestock at Other Locations

Subject to all the provisions and exclusions the cover granted under Covers 1 and 2 is extended to apply to **livestock** at any other farm or temporarily elsewhere in Great Britain, Northern Ireland the Channel Islands the Isle of Man or the Republic of Ireland.

Automatic Reinstatement after a Loss

In the absence of written notice by **you** or **us** to the contrary within 30 days of the occurrence of any **loss our** liability will not be reduced by the amount of any **loss** and **you** will pay the appropriate additional **premium** for such automatic reinstatement of cover provided that:

1) the cause of such **loss** is rectified before reinstatement of Cover is effective;
2) such reinstatement does not apply to the original **loss** nor to any exceeding **loss** arising out of the same continuous cause.

Section D Livestock : Part 2 All Risks of Mortality

*Only operative if this section part is shown as insured in the **schedule***

What is covered

In the event of the death of an **animal** specified in the **schedule** or its **humane destruction** caused by or resulting from any accident, injury, illness or disease (which includes the theft or unexplained disappearance of the **animal**) occurring during any **policy period** we will pay **you**:

1. the **market value** of the **animal** immediately prior to its death, less any salvage value **you** obtain
2. an amount not exceeding £1,000 per **animal,** limited to £2,500 any one claim, for **vets'** fees necessarily incurred in connection with the death or **humane destruction** of the **animal**
3. an amount not exceeding £500 per **animal**, and no more that £2,500 in any **policy period**, for which **you** are liable to any knacker, renderer, or bona fide disposal centre for the removal of the **animal's** carcass within 7 days of the death of the animal
4. amounts not exceeding £50 and £200 respectively for appropriate advertising costs, and for the costs of a professional animal rescue organisation for the attempted rescue or recovery of the **animal**

provided that in respect of theft or unexplained disappearance:

i.) **you** notify the Police, and take all reasonable steps to recover the **animal**
ii.) no payment will be made sooner than 30 days from the occurrence, and if the **animal** is later traced and returned to **you** then **you** will repay to **us** the amount paid less any expenditure reasonably incurred by you.

What is not covered

Unless stated in **your schedule**, the following are not covered;

1. **We** do not cover slaughter of the **animal(s)** whether by or under order of a government or public or local authority, or any person or body having jurisdiction in the matter or otherwise. This exclusion does not apply to **humane destruction** of the **animal(s)**.

2. **We** do not cover **economic slaughter**.

3. **We** do not cover death or **humane destruction** caused by one or more of the following:
   a) any surgical operation unless conducted by a **vet** and certified by them to have been necessitated solely by accident, injury, illness or disease occurring during the **policy period** and to have been carried out in an emergency to save the **animal's** life; or
   b) the giving of any medication unless by a **vet** (or experienced personnel directed by him) and certified by that **vet** to have been of a preventative nature or necessitated by accident, injury, illness or disease occurring during the **policy period**; or
   c) malicious or wilful injury or criminal or intentional acts or omissions by **you**, **your** family, representatives, agents, **employees**, **vet**, bailees or other persons who have care, custody or control of the **animal(s)**; or
   d) failure by **you**, **your** family, representatives, agents, **employees**, **vet**, bailees or other persons who have care, custody or control of the **animal(s)** to provide proper care and attention for the **animal(s)** at all times; or
   e) confiscation or nationalisation or requisition by or under the order of any government or public or local authority or any person or body having jurisdiction in the matter.

   provided that in all such cases (a) or (b) **we** will be given the opportunity of having a **post-mortem** and autopsy examination carried out by **our vet** should **we** so desire.

4. **We** do not cover any pre-existing conditions whether diagnosed by a **vet**, was treated by a **vet**, the **animal** is in remission at the time **you** applied for this insurance, is seasonal in nature or is currently or was previously being controlled by medication. A pre-existing condition can be described as;
   a) any injury, illness, lameness, disability or abnormality occurring or existing prior to the **policy period,** endorsement attaching or **policy** extension.

b) any illness, lameness, disability or abnormality that has occurred in any body part or organ of which the **animal** has more than one, it will be considered as one illness, lameness, disability or abnormality if it occurs in another body part or organ.

5. **We** do not cover any embryo within the female or any of her offspring.
6. **We** do not cover death where**;**
   a) the first symptoms or signs of lameness or illness observed by **you** did not occur during the **policy period;** or the injury did not occur during the **policy period**
   b) The first symptoms or signs of lameness or illness were not observed by **you** during the **policy period,** or **you** did not notice that an injury had occurred during the **policy period**
   c) **You** do not appoint a **vet** as soon as possible at the time **you** first observe the symptoms or signs of the lameness or illness, or of the injury occurring
   d) death due to lameness or illness occurs in the first 2 weeks from the start date of **your policy,** unless this is a renewal between **you** and **us**, unless otherwise agreed by **us**.

7. We do not cover poisoning by **you**, **your** family, representatives, agents, **employees**, bailees, or other persons who have care, custody or control of the **animal(s).**

Additional Cover Option

The following Additional Cover Option is covered under Part 2 if stated in the **schedule**.

Infertility

What is covered

We will pay **you** the **market value** of the **animal(s)** up to the sum insured stated in the **schedule** but not exceeding the difference between the **market value** and any other compensation and, or salvage received, in the event of the **animal(s)** having proven itself to be fertile, willing and capable of serving females by getting at least one female pregnant during its first breeding season and is subsequently proved to be permanently infertile or incapable of natural service resulting from signs or symptoms of illness or lameness first observed by **you**, or an injury observed by **you** during this **policy period** which lead to the infertility of **your animal(s).**

What is not covered

Losses caused by:

- Faulty or substandard semen
- Strains of tendons or ligaments
- Reproductive disorders or abnormalities involving the scrotum, testis, epididymis, penis, ampulla, vesticular gland and prostate unless caused directly by an injury
- Frostbite, freezing or overheating
- Infection of venereal or semi venereal character in or from the females breed

Losses where:

- **You** do not as soon as possible, at the time of the first signs or symptoms of lameness or illness or injury occurring, appoint a **vet**
- You do not request the **vet** attends the **animal(s)** as soon as is practical.

Loss of Use due to injury or first signs and symptoms of lameness or illness:

- Occurs in the first 48 hours for injury or 2 weeks for lameness or illness from the start date shown on **your schedule**. The date of these losses will be determined by the date the injury/first signs or symptoms of lameness or illness occurred
- Did not first occur during the **policy period**
- Are first observed outside of the **policy period**.

Animal Rescue or Recovery Costs Extension

The cover granted by Part 2 – All Risks of Mortality, includes any costs for which **you** are responsible and are incurred by

(i) the emergency services
(ii) a recognised official rescue organisation
(iii) the Royal Society for the Prevention of Cruelty to Animals (RSPCA)

arising from the rescue, recovery or attempted rescue recovery of any **animal** provided that such rescue or recovery is a direct result of cover insured under Part 2 – All Risks of Mortality. The maximum **we** will pay under this extension is:

1. £500 any one animal.
2. £2,500 in respect of any one incident.

Theft Cover Extension

The cover granted under this section in respect of theft includes the cost of repairing damage by outward violent and visible means to buildings in which Livestock are housed resulting from theft or attempted theft subject to a limit of £1,000.

Special Conditions

1. When requested by **us**, **you** will obtain at **your** own expense, and provide **us** with a **vet's** certificate or declaration of health confirming that the **animal** is in sound health and free from any illness, disease, lameness, injury or physical disability of any kind.
2. It is a condition precedent to liability that whenever an **anima**l is added to the **policy**, or the sum insured of any **animal** is increased, or whenever the scope of cover on any **anima**l is increased, the said **animal** is in sound health and free from any illness, disease, lameness, injury or physical disability of any kind.
3. If **you** do not provide **us** with the requested documents and the **animal** is sick or a **claim** occurs then the onus is on **you** to prove to **us** that the **animal** was in sound health when the insurance was first effected.

In the case of any illness, disease, lameness, injury, accident or physical disability or abnormality of your animal you must:

1. as soon as possible, and at **your** own expense, employ a **vet** to treat the **animal;**
2. report the situation as soon as possible to **us**, **your broker** or **our** nominated claims adjuster , who may appoint a **vet** on **our** behalf, if deemed necessary;
3. if necessary, allow the **animal** to be removed for treatment;
4. carefully log the sequence of events as they unfold, recording the time and action taken by **you,** and
5. where possible, take photographs and or videos.

In the case of death or humane destruction of your animal:

6. **you** must obtain agreement from **us** prior to the **humane destruction** of the **animal**
7. as soon as possible, and at **your** own expense, **you** must arrange for a **post-mortem** to be carried out by **your vet.**
8. **you** must complete the claim form **we** send **you** and **your vet** must provide a detailed veterinary report.
9. **you** must provide **us** or **our** representatives access to any person(s), or documents (originals or copies);
   a) that provide evidence of **your** legal ownership of or interest in the **animal**
   b) of all veterinary records whether held by **you** or by any **vet** or other third parties.
   c) of particulars and details of the **animal** affected, its **market value** and all information relating to the cause of mortality, including salvage receipts and other evidence as may be required by **us** or **our** representatives.
10. **you** will allow **us** to arrange a **post-mortem** by **our vet** at **our** own expense.

If there is any lack of co-operation causing prejudice to **us, your claim** may be rendered null and void or **we** may reduce the amount **we** pay to the extent of that prejudice

Section D Livestock : Part 3 Diseases

*Only operative if this section part is shown as insured in the **schedule***

Limit Per Animal

Our liability in respect of any one **animal** will not exceed £10,000 unless specifically stated in **your schedule**.

General Exclusions to Part 3

We do not cover any loss;

1. occurring within the first 2 weeks from the start date shown in the **schedule,** unless this **policy** is a renewal between **you** and **us**. The date of such losses will be determined by one or more of the following:
    a) an order being issued by **DEFRA** within the first two weeks of the start date.
    b) a post accreditation test being taken during the first 2 weeks of the start date.
    c) mortality or the **animal(s)** first showing signs of illness within the first 2 weeks of the start date.

    In such circumstances the **policy** will immediately be void

2. resulting from a test taken outside of the **policy period.**
3. where **you** fail to comply with all quarantine or other requirements of **DEFRA** and all other applicable authorities.
4. arising from tests of any **animal** in connection with shows sales or export
5. where the slaughter of any **animal** has not been authorised by **DEFRA** or a **vet**.
6. where **DEFRA** have issued an order to slaughter an **animal** outside of the **policy period**
7. where the **animal(s)** have been fed swill or waste food at **your premises** or prior to introduction at **your premises**.
8. occurring outside England, Wales or Scotland

Special Conditions & Provisions

1. **You** must comply with;
    a) All instructions issued to the public or **you** by **DEFRA**
    b) The applicable EU Council Directives 91/68
    http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CONSLEG:1991L0068:20080903:EN:PDF
    c) The Animal Health Act 1981 or any subsequent, amending legislation.
2. Any **animal** movements into the herd are from herds accredited free from any disease insured.
3. If at the time of loss of any **animal you** have any other insurance in force in respect of that **animal**, whether or not such insurance is valid or collectable, **we** will be released from all liability in connection with the **animal.**
4. **You** must do all things reasonably practicable to avoid or diminish a loss to any **animal** at **your** own expense.
5. Where a post-movement test is required, any **animal** subject to the post-movement test must be isolated and or quarantined from all other farm stock until receipt of a clear test, otherwise the **claim** is void.

6. All **animals** of like species on the farm and or location are insured.

7. There are no other **animals** at the insured location other than those declared to us.

The following Covers are only operative if an applicable sum insured is shown in **your schedule**

Cover A - Foot and Mouth Disease

What is covered

We will pay **you** up to 25% of the **market value** or 25% of the Ministry Compensation payable by **DEFRA**, whichever is the lesser but no more than the sum insured stated in the **schedule**, in the event of an order by **DEFRA** to slaughter **your animal(s)** as a direct result of Foot and Mouth disease at **your** farm**,** first occurring during this **policy period** and slaughter occurs within 4 weeks of the end date shown in **your schedule**.

What is not covered

We do not cover any loss:

1. following a failure to isolate or quarantine imported **animal(s)** until **you** can reasonably expect the imported **animal** to be free from Foot and Mouth disease, unless **you** can prove the cause of the disease outbreak was from another cause;
2. where the **animal** has been vaccinated for Foot and Mouth disease.

Special Conditions

1. **You** must comply with:
    a) Foot and Mouth Disease (England) Order 2006

    or any subsequent, amending legislation.

Cover B- Brucellosis Insurance

What is covered

We will pay **you** up to 25% of the **market value** or 25% of the Ministry Compensation payable by **DEFRA**, whichever is the lesser but no more than the sum insured stated in the **schedule**, in the event of an order by **DEFRA** to slaughter **your animal(s)** as a direct result of Brucellosis at **your** farm, first occurring during this **policy period** and slaughter occurs within 4 weeks of the end date shown in **your schedule**.

What is not covered

We do not cover any loss

1. following a failure to isolate or quarantine imported **animal(s)** until **you** can reasonably expect the imported **animal** to be free from Brucellosis, unless **you** can prove the cause of the disease outbreak was from another cause.

2. where the **animal** has been vaccinated for Brucellosis.

Special Conditions

1. You must comply with;
    b) Specified Diseases (Notification and Slaughter) Order 1992
    c) Specified Diseases (Notification) Order 1996
    or any subsequent, amending legislation.
2. Any **animal** movements into the herd are from Brucellosis accredited free herds.
3. The farm where the **animals** are kept, as stated in the **schedule**, is accredited free of Brucellosis.

Cover C – Bovine TB (Tuberculin) Test Reaction

What is covered

We will pay **you** up to 25% of the **market value** or 25% of the Ministry Compensation payable by **DEFRA** whichever is the lesser but no more than the sum insured stated in the **schedule**, in the event of an order by **DEFRA** to slaughter **your animal(s)** as a direct result of bovine tuberculosis following a routine herd tuberculin test, re-test or a statutory pre-movement or post movement tuberculin test, occurring during this **policy period** and slaughter occurs within 4 weeks of the end date shown in **your schedule**.

What is not covered

We do not cover losses as a result of Bovine Tuberculosis:

1. where the **animal** is not subject to regular tuberculosis tests as directed by **DEFRA**.
2. where the **animal** has been vaccinated for tuberculosis.

Special Conditions

1. You must comply with:
    a) EU Council Directive 64/432/EEC
    b) The Tuberculosis (England)(Amendment) Order 2014
    c) The Animal Health Act 1981

2. Any **animal** movements into the herd are from Tuberculosis accredited free herds.
3. The farm where the **animals** are kept as stated in the **schedule**, is accredited free of Tuberculosis and has not had any Tuberculosis positive reactors in the past two years unless otherwise agreed by **us**.
4. Where a post-movement test is required, the **animal(s)** subject to the post-movement test must be isolated and or quarantined from all other farm stock until receipt of a clear tuberculin test, otherwise the claim is void.
5. **You** must do all things reasonably practicable to avoid or diminish a loss to the **animal(s)** at **your** own expense.

Memoranda

Automatic Reinstatement after a Loss

In the absence of written notice by **you** or **us** to the contrary within 30 days of the occurrence of any loss **our** liability will not be reduced by the amount of any loss and **you** will pay the appropriate additional **premium** for such automatic reinstatement of cover provided that:

1) the cause of the loss is rectified before reinstatement of cover is effective;
2) such reinstatement does not apply to the original loss nor to any succeeding loss arising out of the same continuous cause.

Section E Milk In Tanks

*Only operative if this section is shown as insured in the **schedule***

The following important information, interpretations, clauses, terms and conditions which are contained within this Section, relate solely to this Section of this **policy**.

Additional Definitions for this Section

Milk	Milk in **your tanks** including milk which at the time of the **damage** is otherwise on **your premises** and which would but for the **damage** have been placed in the **tank**.
OIE	The World Organisation for Animal Health
Tank(s)	Bulk milk tank, robotic milking system and associated equipment

What is covered

We will pay for **damage** to **milk** in **your tank(s)** that occurs within the **policy period** resulting from:

1. mechanical or electrical defect of the thermostatic or automatic controlling device of the **tank(s)**
2. the action of refrigerant fumes escaping from the **tank(s)**
3. accidental failure of the public supply of electricity not occasioned by the deliberate act of the supply authority
4. **your** milk collecting agency being unable to collect **milk** produced at the **premises** which would otherwise have been collected under the terms of **your** sale contract
5. **your** milk collecting agency rejecting **milk** following attempted theft or break in at the **premises**

What is not covered

1. Any amount exceeding the Limit of Liability shown in **your schedule**.
2. The **excess** as stated in the **schedule** or elsewhere in the **policy**
3. **Damage** caused by:
    a. the outbreak of an **OIE**-listed disease at the **premises**
    b. the outbreak of or suspected outbreak of an **OIE**-listed disease elsewhere than at the **premises** occurring prior to the inception of this cover
    c. any strike lockout or industrial dispute which commenced or of which notice of intention was given prior to the inception of this **policy**
    d. any cause to buildings containing bulk milk tanks or other property at the **premises**
    e. contamination of the **milk** whilst at the **premises** (except by refrigerant fumes or following attempted theft or break in at the **premises**)
    f. any losses arising within 7 days of the inception of cover under this Section.
    g. incorrect setting of thermostats or automatic controls
    h. malicious or wilful injury or criminal or intentional acts or omissions by **you**, **vets** or other persons who are working for **you.**

Special Conditions

Annual Testing

You will arrange an annual test of the refrigeration plant by a qualified engineer on the expiry date of any guarantee period and a written record will be maintained of each test.

Optional Extensions

*Subject to the terms of this **policy** and only operative if this extension is shown as applicable in the **schedule***

Accidental Milk Contamination

What is covered

We will pay for **damage** as a result of accidental contamination of **milk** in the **tank** arising from or caused by a sudden identifiable unintended and unexpected incident which occurs at a specific time and place during the **policy period**. Exclusion 3e of "What is not covered" shall not apply to this Extension.

What is not covered

We will not pay:

a) the **excess** of £350 in respect of each and every **claim**
b) more than £3,000 in respect of any one incident, and
c) for more than one incident in any period of 6 months, and
d) for more than two incidents in any one **policy period**
e) for any amount recoverable from **your** milk purchaser.

Section F Deterioration of Stock

*Only operative if this section is shown as insured in the **schedule***

The following clauses, terms and conditions which are contained within this Section, relate solely to this Section of this **policy**.

What is covered

We will pay for accidental **damage** to stock in the cold chamber of any machine detailed in the **schedule** while at the **premises,** caused by:

a) a change in temperature
b) contamination with refrigerant fumes which have escaped from the machine

during the **policy period.**

We will pay **you** the amount of **damage**, but not exceeding as far as each item is concerned the sum insured stated in the **schedule.**

The term "stock in the cold chamber" includes the stock which at the time of the loss or damage giving rise to such deterioration or putrefaction is elsewhere on the **premises** but which would in the normal course be placed in the said cold chamber.

What is not covered

We will not pay for

1. the **excess** as shown in the **schedule** or elsewhere in the **policy**
2. **damage** occurring in a machine aged 15 years of more at the start of the **policy period**
3. **damage** at the **premises** caused by fire lightning explosion flood earthquake aircraft or other aerial devices or articles dropped therefrom or by leakage from a sprinkler installation
4. **damage** resulting from the deliberate act of any public electricity supply authority or the exercise by any such authority of its power to withhold or restrict supply
5. **damage** resulting from **your** wilful neglect
6. loss of goodwill or other loss of income of any nature whatsoever
7. **damage** to or breakdown of the machine

Special Conditions

Underinsurance

The sum insured by each item is separately but similarly subject to the following provision
If the sum insured on stock insured under this section at the time of any **damage** is less than the value of such stock the amount otherwise payable will be proportionately reduced.

Annual Testing

It is a condition precedent to liability that **you** must arrange an annual test of the refrigeration plant by a qualified engineer commencing on the expiry date of any guarantee period, and a written record must be maintained of each annual test.

Special Provisions

Automatic Reinstatement after a Loss

In the absence of written notice by **you** or **us** to the contrary within 30 days of the occurrence of any **damage** and in consideration of **your** agreement to pay **us** an appropriate additional **premium**, **we** agree to automatically reinstate the sum insured in full after **damage** insured under this section has occurred:

a) if the cause of **damage** which resulted in the **claim** is rectified before reinstatement of the sum insured is effective

b) the reinstatement will not apply to the original **damage** nor to any succeeding damage arising out of the same continuous cause

Section G Money

Only operative if this section is shown as insured in the ***schedule***

The following additional definitions, clauses, terms and conditions which are contained within this Section, relate solely to this section of this **policy**.

Additional Definitions for this Section

Benefit

1. Death or Disablement
2. **Loss of Limb** or Limbs **or Loss of Eye** or Eyes
3. **Permanent Total Disablement**
4. **Temporary Total Disablement**
5. **Medical Expenses** reasonably and necessarily incurred in the treatment of the **insured person**

Bodily Injury

Accidental bodily injury caused solely and directly by violent, accidental, external and visible means resulting directly and independently of any other cause

Accidental **bodily injury** includes unavoidable exposure to elements
Accidental **bodily injury** does not include illness or disease or any naturally occurring or degenerative process or the result of a gradually operating cause.

Insured Person

You or any director partner or any of **your employees**

Loss of Eye

permanent and total loss of sight which will be considered as having occurred

a) in both eyes if the **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the **insured person** should see at 60 feet)

Loss of Limb

a) in the case of a leg

loss by physical severance at or above the ankle or permanent total loss of use of a complete foot or leg

b) in the case of an arm

loss by physical severance of the entire four fingers through or above the meta carpo phalangeal joints or permanent total loss of use of a complete arm or hand

Medical Expenses

The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital nursing home and ambulance charges

Money A

Cash bank notes currency notes uncrossed cheques (including uncrossed giro cheques giro cash cheques and travellers cheques but excluding pre-signed blank cheques) uncrossed bankers' drafts uncrossed postal orders uncrossed money orders current postage and revenue stamps National Insurance stamps (not fixed to cards) National Savings stamps bills of exchange luncheon vouchers consumer redemption vouchers Holiday with Pay stamps gift tokens trading stamps validated scratch cards telephone cards and electronic cash

Money B

Crossed cheques (including crossed giro cheques and drafts but excluding pre-signed blank cheques) crossed bankers' drafts crossed postal orders crossed money orders unused units in franking machines National Savings Certificates Premium Bonds credit company sales vouchers VAT purchase invoices and **Cattle Passports** to the extent that they are not otherwise insured belonging to **you** or for which **you** are responsible and pertaining to the **business**.

Permanent Total Disablement

Disablement other than by **Loss of Limb** or **Loss of Eye** which permanently prevents an **insured person** from undertaking gainful employment of any and every kind unless otherwise shown in the **schedule**.

Temporary Total Disablement

Disablement which temporarily prevents an **insured person** from undertaking their usual occupation

Working Hours

The period during which the **premises** are actually occupied by **you** for **business** purposes and during which **you** or those of the **employees** who are entrusted with **money** are in the **premises** or on **your** contract sites

Cover 1 Money

What is covered

We will indemnify **you** up to the Limit of Liability for any **damage** to **Money A** and **Money B** and property described in Items 1 to 5 below occurring during the **policy period,** provided that

a. as regards Item 3 the **damage** is due to robbery or attempted robbery
b. as regards Item 5 the **damage** is due to theft or attempted theft and
c. **our** liability in respect of any one occurrence or number of occurrences arising directly or indirectly from any one source or original cause will not exceed the relevant Limit of Liability

Item No.		Description	Limit of Liability any one loss
1		**Money A**	
	A.	in **your premises** (which is deemed to include **your** private residence) during working hours or in transit or in a bank night safe and within bank premises until at the bank's risk or at any of **your** contract sites during working hours	As shown in the **schedule**
	B.	in **your premises** (which is deemed to include **your** private residence) out of working hours	
		1. in locked safes or strongrooms as shown in the **schedule**	As shown in the **schedule**
		2. in all other locked safes or strongrooms	£1,000 in total
		3. not in a locked safe or strongroom	£250
	C.	in **your** residence or that of any of the **your** directors partners or **employees**	
		1. while in a locked safe or while an adult is in the residence	£500
		2. otherwise	£250
2		**Money B**	£250,000
3		Clothing and personal effects (not exceeding £50 per person in personal money) belonging to **you** or any of **your** directors partners or **employees** while engaged in the **business**	£500 per person
4		Stamped or impressed National Insurance Cards and stamped holiday pay cards	Unlimited
5		Any postal franking machine safe strongroom or any container or waistcoat used for the carriage of **money** belonging to **you** or for which **you are** responsible	Unlimited

What is not covered

We do not cover

1. loss by theft by any director partner or any of **your employees** not discovered within 7 working days of the occurrence
2. shortage due to error or omission
3. loss from an **unattended vehicle**
4. loss due to the use of counterfeit **money**
5. loss or **damage** not within Great Britain Northern Ireland the Republic of Ireland the Channel Islands or the Isle of Man
6. loss or **damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

Additional Clause

Contribution

If at the time of any **claim** under this Cover **you** are or would but for the existence of this **policy** be entitled to indemnity under any other policy or policies **we** will not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Cover not been effected.

Special Condition

Money in Transit – Escort Condition

It is a condition of this insurance that bank notes in transit will be carried on the person and not in any form of bag or case.

Transits of Money as described in **Money A** will be carried by the number of non-disabled or by professional carrier as described below:

Limit	Means
up to £2,500	1 non-disabled person
£2,501 - £5,000	2 non-disabled persons
£5,001 - £8,000	3 non-disabled persons
more than £8,000	professional carrier

Cover 2 Personal Injury (Robbery)

What is covered

In the event of the **insured person** sustaining **bodily injury** during the **policy period** which

A. is sustained solely and directly as a result of robbery or attempt thereat while such **insured person** is engaged in the **business** and
B. within two years is the sole cause of death, disablement or incurring of **medical expenses** for which the **benefit** is claimed

we will pay the appropriate **benefit** to **you** in accordance with the number of Units of **Benefit** as shown in the **schedule**

What we will pay

The amount payable for each Unit of **Benefit** is :

1.	Death or Disablement	£10,000
2.	**Loss of Limb** or **Loss of Eye**	£10,000
3.	**Permanent Total Disablement**	£10,000
4.	**Temporary Total Disablement**	£75 per week for a maximum of 104 weeks in all and not necessarily consecutive
5.	**Medical Expenses**	Reimbursement up to 15% of the amount payable under **Benefit 4 Temporary Total Disablement**

What is not covered

We do not cover and will not pay the **benefit** if

1. **bodily injury** is sustained by any person before such person attains the age of 16 years or after the expiry of the **policy period** during which such person attains the age of 75 years

2. **bodily injury**, death, disablement or **medical expenses** is the result of or is contributed to by the **insured person** having a physical or mental defect of any sort which was known either to **you** or the **insured person** when the **policy** was issued or at renewal. However, this exclusion will not apply if the defect has been notified to **us** and accepted in writing

Additional clause

Benefits

A. **Benefit** will not be payable for any one **insured person** under more than one of **Benefits** 1 to 3 in connection with same occurrence of **bodily injury**
B. On the happening of any occurrence giving rise to a **claim** under any of **benefits** 1 to 3 this Cover will then cease to apply to that **insured person**
C. **Total Disablement** must have lasted for 104 weeks and have been proved to **our** satisfaction to be permanent and without expectation of recovery before **benefit** 3 becomes payable
D. The amount payable per week under **benefit** 4 will not exceed the **insured person's** pre-injury weekly earnings from the **business**
E. No sum payable will carry interest
F. No **benefit** will be payable due solely to inability to take part in sports or pastimes

Section H Loss of Revenue

*Only operative if this section is shown as insured in the **schedule***

The following information, additional definitions, clauses, terms and conditions which are contained within this section, relate solely to this section of this **policy**.

Special Notes

1) To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section will be exclusive of such tax

2) For the purpose of the following definitions any adjustment implemented in current cost accounting will be disregarded

Additional/ Amended Definitions for this Section only

Annual Revenue
The **revenue** earned during the 12 months immediately before the date of the damage. In the event that the **Indemnity Period** exceeds 12 months the amount of **revenue** will be proportionately increased to correspond with the Maximum **Indemnity Period.**

Damage
loss or damage of property other than **livestock** and **loss** as defined in respect of **livestock**.

Humane Destruction
means;

a) that the animal has suffered from an injury or an excessively painful lameness or illness and a **vet** appointed by **us** certifies that the animal's suffering is incurable and so excessive that immediate destruction is imperative for humane reasons; or

b) that the animal has suffered an injury and a **vet** appointed by **you** certifies that the injury the animal has suffered is incurable and so excessive that immediate destruction is imperative for humane reasons and could not have waited for the appointment of a **vet** by **us.**

Indemnity Period
The period beginning when the **damage** occurs and ending when the results of the **business** cease to be affected by the **damage** but not exceeding the Maximum **Indemnity Period** shown in the **schedule**

Insurable Amount
The **revenue** which would have been earned in the 12 months immediately following the date of the **damage** had the **damage** not occurred after account has been taken of the **business** and of the variations in or other circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred.

In the event that the **Indemnity Period** exceeds 12 months the amount of **revenue** will be proportionately increased to correspond with the Maximum **Indemnity Period** shown in the **schedule.**

Livestock
Animals belonging to **you** or in **your** custody or control, in connection with the **business**

Loss
In respect of **livestock**:

a) injury causing within 14 days the death of the **livestock**
or
b) **humane destruction** of the **livestock**
or
c) slaughter of the **livestock** with **our** consent or that of **our** authorised representative
or
d) theft or unexplained disappearance as described in cover 3B

Revenue money paid or payable to **you** in respect of goods sold and delivered and for services rendered in the course of the **business** at the **premises**. This includes Produce and Deadstock on the **premises** which will be used in production of this **revenue**. Breeding Livestock are excluded

Standard Revenue The **revenue** which would have been obtained during the **indemnity period**, had the **damage** not occurred after account has been taken of the **business** and of the variations in or other circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred.

What is covered

If **damage** by any of the Covers shown as applicable against the relevant item on the **schedule** occurs during the **policy period** at the **premises** to property used by **you** for the purpose of the **business** and causes interruption of or interference with the **business** at the **premises we** will pay **you** the amount of loss resulting from the interruption or interference caused by the **damage** in accordance with the provisions of this **policy** provided that:

A) payment has been made or liability admitted for the **damage** under an insurance covering **your** interest in the property other than agricultural produce growing crops or **livestock** insured by this **policy**
or
payment would have been made or liability admitted for the **damage** but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

B) **our** liability in any one **policy period** will not exceed in the whole the total sum insured or in respect of any item its sum insured or any other stated limit of liability or in respect of any one animal £10,000

Covers

Fire, Lightning, Aircraft, Explosion, Earthquake, Electrocution, Riot & Malicious Damage, Impact

1.
   a) Fire, excluding **damage** to property caused by its undergoing any process involving the application of heat other than spontaneous combustion or fermentation of produce or deadstock
   b) Explosion,
   c) Lightning,
   d) Aircraft or other aerial devices or articles dropped therefrom,
   e) Escape of oil from a fixed heating installation or apparatus,
   f) Falling trees lamp-posts and telegraph poles electricity poles pylons and wind turbines excluding:

      i) **damage** caused during a felling or lopping operation
      ii) **damage** to any property not insured under Buildings Office Contents Business Machines Computer and Ancillary Equipment Milking Jars Semen Flasks
      iii) the cost of removing fallen trees or parts thereof except where they have given rise to a valid **claim** under this **policy**

   g) Defective oil vaporisation of any fixed oil burning heating appliance excluding **damage** to any property not insured under Buildings Office Contents Business Machines Computers and Ancillary Equipment Milking Jars Semen Flasks
   h) Smoke
   i) Earthquake excluding **damage** caused by fire
   j) Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons or animal rights campaigners excluding **damage:**

      i) arising from confiscation requisition or destruction by order of the government or any public authority
      ii) arising from cessation of work
      iii) in the course of theft or attempted theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation

   k) Impact to Property other than **livestock** by any vehicle animal or train
   l) Impact to **livestock** by any road vehicle on the **premises**

Storm & Tempest

2. **Storm** Flood or Tempest to property other than **livestock** excluding damage:

    i) caused by the escape of water from the normal confines of any natural or artificial water course or lake reservoir canal or dam however caused,
    ii) caused by inundation from the sea however caused
    iii) attributable solely to change in the water table level
    iv) caused by frost subsidence ground heave or landslip
    v) to fences gates and moveable property in the open
    vi) to any property other than Buildings Office Contents Business Machines Computers and Ancillary Equipment Milking Jars Semen in Flasks

Further this Cover will include **damage** to farm produce and machinery in buildings subject to there being a sum insured shown against Items B or C in the Property Damage Insurance in the **schedule,** excluding:

    i) property in open-sided or open-fronted buildings or buildings which have not been suitably maintained and are not watertight
    ii) produce and deadstock not bagged and stored on pallets or racking other than grain in a purpose-built grain store

Theft

3.
A) Theft (which will be deemed to include attempted theft) of property other than **livestock** excluding **damage:**

    i) expedited or in any way brought about by **you**
    ii) due to a person obtaining any property by deception
    iii) to property in transit other than produce & deadstock and agricultural machinery
    iv) to money and securities of any description
    v) to glass if more specifically insured
    vi) due to unexplained disappearance or inventory shortage

Further this **Cover** is extended to include produce & deadstock and agricultural machinery whilst at any location other than the **premises** and whilst in transit

B) Theft or unexplained disappearance of **livestock** exceeding a period of 30 days, occurring during the **policy period** excluding death or **humane destruction** as a result of straying

Transit

4. A) Transit **- Damage** to property other than **livestock** whilst:

    i) being loaded on
    ii) being carried by
    iii) being unloaded from

any vehicle belonging to on loan to or on hire to **you** anywhere in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.

Excluding **damage** resulting from any cause excluded from Covers 1,2,3 and 7 (whether insured or not) with the exception of exclusion iii) of Cover 3A

Further this cover is extended to include

a) property not belonging to **you** whilst in **your** custody or control
b) **damage** to **your** sheets tarpaulins ropes chains and pallets whilst in transit up to a limit of £1,000
c) **damage** whilst in transit to personal effects belong to any driver or driver's mate not employed by **you** up to a limit of £500
d) the cost of alternative transport re-loading and removing debris up to a limit of £1,000

B) Transit – In respect of **livestock loss** whilst any animal is being loaded onto conveyed by or unloaded from any motor vehicle or trailer excluding **loss**:

i) where the vehicle or trailer is operated by a haulage contractor or livestock haulier
ii) if the vehicle used to transport **livestock** has not been designed for that purpose
iii) if **livestock** has not been transported in accordance with all relevant legislation or regulations

Straying

5. Straying – **loss** to **livestock**

i) while on foot on any road or at any public sale yard or market
ii) as a result of straying from the **premises** or from any public sale or market or agricultural show ground or dispersal sale
iii) as a result of straying from the normal confines at the **premises**

Excluding **loss**:

a) to horses during hunting
b) to dogs other than working dogs

Worrying

6. Worrying – **loss** resulting from worrying of sheep, cattle, alpacas or llamas by dogs not belonging to **you**, Foxes, vermin or wild animals

Accidental Damage (premises only)

7. Any accident to any item where Cover 7 Accidental Damage (premises only) is shown as Applicable under Section B Property Damage Insurance and any accident to any item insured under Section C All Risks Insurance UK, but excluding **damage**:

i) by any

a) of Covers 1-6 above
b) of the causes expressly excluded from Covers 1-6 above whether insured or not

ii) resulting from any cause excluded under Cover 7 of Section B Property Damage Insurance

iii) resulting from any cause excluded under Section C All Risks Insurance UK

What is not covered

Pollution and Contamination

Damage caused by pollution or contamination except (unless otherwise excluded) **damage** to **your** property insured caused by:

i) pollution or contamination which itself results from any Cover insured at 1-7 above.
ii) any Cover insured at 1-7 above which itself results from pollution or contamination.

Unauthorised Slaughter

Damage resulting from a slaughter carried out without **our** consent or that of **our** authorised representative except involving **humane destruction**

Stack Limit

We will not pay any sum in excess of:

(a) £30,000 in respect of any one **Stack**
(b) the maximum payable for 5 **Stacks** at any one location

What we will pay

ITEM ON REVENUE

Subject to the provisions below **we** will pay as indemnity

(a) loss of **revenue** sustained in consequence of the happening of an insured Cover as shown by comparing the **revenue** earned during the **Indemnity Period** with the **revenue** which it is estimated would have been earned during such period had the **damage** not occurred

(b) additional expenditure necessarily and reasonably incurred by **you** in consequence of the happening of an insured Cover in order to maintain the **business** as far as possible during the **Indemnity Period**, but not exceeding the total of:

- i) the amount of the reduction in income avoided, plus
- ii) 5% of the sum insured by the item (but not more than £250,000)

Special Provisions

1 Alternative Trading

If during the **Indemnity Period** goods are sold or work will be done or services rendered elsewhere than at the **premises** for the benefit of the **business** by **you** or on **your** behalf the money paid or payable in respect of such sales work or services will be taken into account in arriving at the income during the **Indemnity Period**.

2 Savings

If any of the charges or expenses of the **business** payable out of **revenue** cease or reduce in consequence of the **loss** or **damage** the amount of such savings during the **Indemnity Period** will be deducted from the amount payable.

3 Professional Accountants' Charges

We will pay the reasonable and necessary charges payable by **you** to **your** professional accountant for producing information required by **us** under the terms of the Claims Conditions and for reporting that such information is in accordance with **your** accounts

4 **Underinsurance**

If the sum insured is less than the **insurable amount** the amount payable will be proportionately reduced

ITEM ON ADDITIONAL EXPENDITURE

We will pay as indemnity the additional expenditure necessarily and reasonably incurred in consequence of the **loss** or **damage** in order to minimise any reduction in **revenue** which would have occurred during the **Indemnity Period** but for that expenditure.

Extensions applicable to the Loss of Revenue Insurance Section

Debris Removal

Each item on **revenue** includes debris removal costs necessarily and reasonably incurred by **you** with **our** consent in removing produce, deadstock and **livestock** for sale following insured **damage**.

provided that **we** will not pay for any costs:

- i) incurred in removing debris except from the site of such property and the area immediately adjacent to such site
- ii) arising from pollution or contamination of property not insured by this **policy**
- iii) exceeding £500 in respect of any one animal

Veterinary Fees

In respect of **loss** of **livestock we** will indemnify **you** by payment in respect of **vets'** fees necessarily incurred as a direct result of an insured Cover, including such fees expended preventing **loss**, for an amount not exceeding £1,000 in respect of any one animal and limited to £2,500 for any one claim, but not for preparing any **claim**

Prevention of Access

We will pay for loss of **revenue** arising from **damage** to property in the vicinity of **your premises**, which will prevent the use of **your premises** or access to **your premises** for the purpose of **your business**, whether **your premises** or property will be damaged or not, but excluding loss or destruction of or **damage** to property of any supply undertaking from which **you** obtain electricity, gas or water, or telecommunications services which prevents or hinders the supply of such services to the **premises**.

The maximum **we** will pay under this Extension is 15% of the sum insured in respect of any one occurrence

Public Utilities

Any loss as insured by any **ITEM ON REVENUE** as shown above resulting from interruption of or interference with the **business** in consequence of damage to property in the following situations will be deemed to be loss resulting from **damage** to property used by **you** at the **premises**:

1. property at any generating station or sub-station of the public electricity supply undertaking from which **you** obtain electricity
2. property at any land-based premises of the public gas supply undertaking or of any natural gas producer linked directly with the supplier or producer from which **you** obtain gas
3. property at any water works or pumping station of the public water supply undertaking from which **you** obtain water

The maximum **we** will pay under this Extension is 15% of the sum insured in respect of any one occurrence

Book Debts

If **your** books of account or other business books or records at the **premises** are destroyed or damaged by the covers insured and in consequence **you** are unable to trace or establish the outstanding debit balances, in whole or in part, due to **you** then **we** will pay to **you**, in respect of **revenue** earned, the amount of loss resulting from such **damage**.

The cover is limited to the loss sustained by **you** in respect of outstanding debit balances directly due to the **damage** and the amount payable in respect of any one occurrence will not exceed:

- i) the difference between the outstanding debit balances and the total of the accounts received or traced
- ii) the additional expenditure incurred, with **our** consent in tracing and establishing customers' and clients' debit balances after the **damage**
- iii) the maximum **we** will pay under this Extension is £2,500 any one **claim**

Unspecified Suppliers

For the purpose of this Extension only, the **premises** are amended to include:

i) the premises of any of **your** direct suppliers or processors of components, goods or materials but excluding the premises of any public supply undertaking from which **you** obtain electricity, gas, water or telecommunication services, and

ii) premises not occupied by **you** where **your** property is stored

situated in Great Britain or Northern Ireland

The maximum **we** will pay under this Extension is £25,000 in the **policy period**

Unspecified Customers

For the purpose of this Extension only the **premises** are amended to include:

i) the premises of any of **your** customers situated in Great Britain and Northern Ireland provided that for the purposes of this Extension the term "customers" means those companies, organisations or individuals with whom at the time of the **damage you** have a contract or trading relationship to supply goods or services.

The maximum **we** will pay under this Extension is £25,000 in the **policy period**.

Storage Sites

Any **damage** as insured by any **ITEM ON REVENUE** as shown above resulting from interruption of or interference with the **business** in consequence of damage to property in the following situations will be deemed to be loss resulting from **damage** to property used by **you** at the **premises**.

Any premises in Great Britain or Northern Ireland not occupied by **you** where **your** property is stored in connection with the **business**.

The maximum **we** will pay under this Extension is £25,000 in the **policy period.**

Hire Extension - Vehicles, Machinery and Buildings

In the event of the interruption of **your business** due to a cover shown as applicable on the **schedule**, **we** will pay to **you a**dditional expenditure necessarily and reasonably incurred by **you** in consequence of the **damage** in order to hire replacement vehicles, machinery or buildings during a period not exceeding 12 calendar months from the date of the **damage**.

This Extension also includes necessary and reasonable charges payable by **you** to **your** Auditor, or **your** Professional Accountant for producing and certifying any particulars or details contained in **your** books of account or any other proofs, information or evidence as may be required by **us**.

Provided that:

i) **our** liability willnot exceed £50,000 unless otherwise stated, during any one **policy period**.
ii) **we** will not be liable for any loss under this Extension unless at the time of the **damage** there will be in force insurance covering **your** interest against such **damage** and payment has been made or liability admitted under such insurance.

This Extension excludes:

a) the deliberate act of any supply authority or by the exercise by any such authority of its power to withhold or restrict supply
b) confiscation or destruction or requisition by order of the Government or any Public Authority

Loss on Forced Sale of Dairy Cows

In the event of interruption of the **business** as a result of an insured Cover that necessitates the forced sale of dairy cows **you** will be entitled to claim the amount of any resulting loss. The amount claimable will be the difference between the sale price and the current value within the herd but not exceeding £2,500 in respect of each animal sold nor in the aggregate the **sum insured**. Provided that such diminution of value will not include the value of milk which would have been produced during the **Indemnity Period.**

Livestock at Other Farms

Consequential loss resulting from interruption of or interference with the **business** in consequence of **loss** to **livestock** belonging to **you** whilst in the open or in buildings elsewhere in the **geographical limits** other than on the **premises** will be deemed to be **loss** resulting from an insured Cover at the **premises**

Carcass Removal Costs

In the event of the death of an animal or its necessary slaughter for which **we** have admitted liability **we** will pay the necessary and reasonable costs incurred in the removal of the carcass to the nearest knackery or renderer or bone fide disposal centre provided that **our** liability under this Extension will not exceed £500 in respect of any one animal.

Impact to Animals by Collapsed Buildings

The cover provided by any item on Revenue will include interruption resulting from impact to animals by collapsed or damaged buildings as a result of **storm** during the **policy period** which leads to death or **humane destruction** of the **animal(s)** within 14 days of the **storm**.

We will not pay for any **loss** under this Extension as a result of destruction, loss or damage caused by:

- i) the escape of water from the normal confines of any natural or artificial water course lake reservoir canal or dam
- ii) inundation from the sea whether resulting from **storm** or tempest or otherwise
- iii) frost, subsidence or landslip
- iv) destruction of or damage to gates or fences
- v) buildings that were not maintained in a good and sound condition immediately prior to the collapse or damage

Tenanted Buildings – Loss of Rent Extension

Any cover provided in respect of rental income received by **you** from any building that is let or lent will include loss of rental income resulting from the property being closed, or its use being restricted on the order or advice of any local or governmental authority as a result of:

- a. suicide or murder at the **premises**
- b. injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the **premises**
- c. the discovery of vermin or pests at the **premises**
- d. defective drains or other sanitary arrangements at the **premises.**

The cover under this Extension will only apply for the period starting with the date on which restrictions on the property were applied and ending after 12 weeks during which time **your** rental income was reduced.

The maximum payable under this Extension for any one incident is 15% of the sum insured on rental income shown in the **schedule** limited to £25,000 in the **policy period,** whichever is the lesser.

Memoranda

Payments on Account

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

Premium Adjustment

The following provisions apply separately to each item on **revenue**

At the end of the **policy period we** will allow a pro-rata return of **premium** (not exceeding 50 per cent of the **premium** paid) if the **premium** calculated at the appropriate rate on the **annual revenue** (as reported by **your** Auditors) is less than the **premium** paid provided that if the **annual revenue** has been affected by **damage** as insured **we** will add to the amount declared the additional amount of **revenue** which would have been earned in the relative financial year had the **damage** not occurred and the adjusted figure will be deemed to be the declaration

Automatic Reinstatement after a Loss

In the absence of written notice by **you** or **us** to the contrary **our** liability will not be reduced by the amount of any loss and **you** undertake to pay the appropriate additional **premium** for such automatic reinstatement of cover

Section I Liability Insurance

*Only operative if this section is shown as insured in the **schedule***

The following important information, additional definitions, clauses, terms and conditions which are contained within this Section, relate solely to this Section of this **policy**.

Additional/ Amended Definitions for this Section only

Abuse Physical, emotional or sexual abuse, maltreatment, molestation or harassment.

Agricultural Worker **Your** paid **employee** engaged in duties relating to **your** normal **agricultural activities**.

Asbestos Means crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals.

Asbestos Dust Means fibres or particles of **asbestos.**

Asbestos-Containing Materials Means any material containing **asbestos** or **asbestos dust.**

Average Weekly Wage The average of the normal basic weekly wage (exclusive of overtime) paid to the **agricultural worker** for the 26 weeks immediately prior to the date of the **injury** that is the subject of the **claim**.

Business Means that which is specified in the **schedule,** and any other **agricultural activities,** and conducted solely from **premises** in Great Britain Northern Ireland the Channel Islands or the Isle of Man and will include:

A) ownership repair and maintenance of the **insured's** own property

B) provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any **person employed**

C) fire and security services maintained solely for the protection of **premises** owned or occupied by the **insured**

D) private work undertaken by any **person employed** for any director or partner of the **insured** or **employee** with the prior consent of the **insured** but in respect of Section I Cover 1 will not include any work undertaken **offshore**.

Continuous Abuse Continuous, repeated or intermittent **abuse** which does not arise from a sudden identifiable and unexpected event that occurs in its entirety at a specific time or place.

Data Information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware.

Event One occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

Injury Cover 1 bodily injury illness, disease, death,

Cover 1 Extension 3 Agricultural Wage Compensation

a) any physical illness or disease suffered by the **agricultural worker**, or

b) an injury to the **agricultural worker** that occurs at the **agricultural worker's** place of work, or

c) an injury to the **agricultural worker** that occurs whilst the **agricultural worker** is travelling directly to or from the place of work

Covers 2 3 and 4 bodily injury, illness, disease, death, wrongful arrest or false imprisonment

Cover 5 bodily injury, illness, disease, death

Intellectual Property Rights Any patent trade mark copyright registered design technical or commercial information or other intellectual property.

Offshore Embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

Person Employed

1. **Employee**
2. Labour master and individuals supplied by **them**
3. Individual employed by labour only sub-contractors
4. Self-employed individual (not being in partnership with **you**)
5. Individual hired to or borrowed by **you** including voluntary helpers
6. Individual undertaking study or work experience.

All whilst under **your** direct control and supervision**.**

Person Entitled to Indemnity

A) **You**

B) **Your** personal representatives in respect of legal liability incurred by **you**

C) At **your** request

1. any principal
2. any of **your** directors or partners
3. any **person employed**
   against legal liability in respect of which **you** would have been entitled to indemnity under this **policy** if the **claim** had been made against **you.**
4. the officers committees and members of the **your** canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this will not include medical or dental practitioners in relation to medical services provided.
5. any of **your** directors or partners or **employee** in respect of private work undertaken by any **person employed** for such director partner or **employee** with **your** prior consent

each of whom will as though **you** be subject to the terms of this **policy** so far as they can apply

Property Material property but excluding **data.**

Retroactive Date In respect of either Cover 4 Financial Loss or Cover 5 Environmental Impairment Liability the inception date of the earliest policy under which **you** have:

1) purchased cover with **us** under this Section, or
2) continuously maintained and have provided satisfactory evidence to show that **you** have purchased coverage that provides materially the same cover as that provided under Cover 4 Financial Loss or Cover 5 Environmental Impairment Liability of this **policy**,

provided that the maximum length of time from the inception date of the earliest Cover under item 1) or 2) above to the inception date of the purchase of cover with **us** under this Section is no more than 5 years.

Special Conditions

Reasonable Precautions

At **your** own expense **you** must

A) take reasonable precautions to prevent any circumstances or to cease any activity which may give rise to liability under this **policy** and to maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in a sound condition,

B) as soon as reasonably possible after discovery cause any defect or danger to be made good or remedied and in the meantime will cause such reasonable and necessary additional precautions to be taken as the circumstances may require.

Section I Liability Insurance : Cover 1 Employers' Liability

*Only operative if Section I Cover 1 is shown as insured in the **schedule***

What is covered

The insurance provided by Section I Cover 1 Employers' Liability is on a costs inclusive basis where the costs and expenses of the claimant and the costs and expenses (incurred by **us** or with **our** written consent) of any **person entitled to indemnity** are included within the Limit of Indemnity stated in the **schedule**

We will provide indemnity to any **person entitled to indemnity**

1. against legal liability for damages in respect of **injury** of any **person employed** caused during the **policy period**

    a) in Great Britain and Northern Ireland the Channel Islands or the Isle of Man

    or

    b) while temporarily outside these territories

    arising out of and in the course of employment by **you** in the **business**

2. against legal liability for claimant's costs and expenses in connection with 1. above
3. in respect of the following incurred with **our** written consent:

    a) costs of legal representation at

    i. any coroner's inquest or inquiry in respect of any death
    ii. proceedings in any court arising out of any alleged breach of statutory duty resulting in **injury**

    which may be the subject of indemnity under this Cover.

    b) all other costs and expenses in relation to any matter which may form the subject of a **claim** for indemnity under 1. above

provided that in respect of any one **event**

- the total amount payable under this Cover and all Extensions and Memoranda will not exceed the Limit of Indemnity stated in the **schedule.**
- **we** may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at **our** absolute discretion the **claims** arising out of such **event** can be settled. **We** will then relinquish control of such **claims** and be under no further liability.

What is not covered - Exclusions

We will not cover:

1. legal liability directly or indirectly caused by or contributed to by or arising from:

    a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

    b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

    where such legal liability is

    a. that of any principal
    b. accepted under agreement and would not have attached in the absence of such agreement

2. legal liability in respect of **injury** for which **you** are required to arrange motor insurance or security in accordance with any applicable law

Extensions to Cover 1

*each of which is subject otherwise to the terms of this **policy***

1. Unsatisfied Court Judgements

In the event of a judgement for damages being obtained

a) by any **employee** or the personal representatives of any **employee** in respect of **injury** of the **employee** caused during any **policy period** and arising out of and in the course of employment by **you** in the **business**

b) against any company or individual operating from premises within Great Britain Northern Ireland and the Channel Islands or the Isle of Man
in any court situate in the territories specified in b) above and

c) remaining unsatisfied in whole or in part six months after the date of such judgement

at **your** request **we** will pay to the **employee** or the personal representatives of the **employee** the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

provided that

a) there is no appeal outstanding

b) if any payment is made under the terms of this Extension the **employee** or the personal representatives of the **employee** will assign the judgement to **us**

2. Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at **our** request in connection with a **claim** in respect of which **you** are entitled to indemnity under this Cover **we** will provide compensation to **you** at the following rates per day for each day on which attendance is required

A) any director or partner of the **insured**	£500
B) any **employee**	£250

3. Agricultural Wages Compensation

In the event of an **agricultural worker** being absent from work as a result of **injury we** will reimburse to **you** a proportion of pay paid to the **agricultural worker** by **you** during such absence. Any payment under this Extension is subject to the following provisions and limits.

a) No **claim** will be admitted by **us** in respect of any **agricultural worker** who has not been in **your** continuous employment for a minimum of 52 weeks prior to the date of the **injury** that is the subject of the **claim**.

b) The amount that **we** will pay will be based on a maximum absence of 52 weeks and any **claim** will exclude the first 7 days of absence from work.

c) The amount that **we** will pay to **you** in respect of any one **claim** will be 50% of the sick pay paid by **you** to the **agricultural worker** during the period of absence but will not exceed 50% of the **average weekly wage.** In the event that the period of absence ends with a period not equivalent to a full working week then the **claim** payment will be adjusted to include the final period in accordance with the normal weekly working pattern of the **agricultural worker**.

d) Before any **claim** is accepted by **us** under this Extension **you** must submit to **us:**

   i. suitable medical certificates to confirm the **agricultural worker's** absence from work

   ii. documentary evidence to confirm the basic weekly wages, exclusive of overtime, paid to the **agricultural worker** for the 26 weeks preceding the **injury** that is the subject of the **claim**

   iii. documentary evidence of the sick pay paid to the **agricultural worker** during the period of absence

   iv. evidence (if requested by **us**) of the continuous employment of the **agricultural worker** by **you** for the 52 weeks prior to the absence.

Section I Liability Insurance : Cover 2 Public/Products Liability

*Only operative if Section I Cover 2 is shown as insured in the **schedule***

What is covered

We will provide indemnity to any **person entitled to indemnity**

1. up to the Limit of Indemnity against legal liability for damages in respect of

   a) accidental **injury** of any person
   b) accidental **damage** to **property**
   c) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way

   other than legal liability for damages which result from a deliberate act or omission by **you** or which is a natural consequence of the ordinary conduct of the **business** and which could reasonably have been expected by **you** having regard to the nature and circumstances of such act or omission

   happening during the **policy period** in connection with the **business.**

   The most **we** will pay for all **claims** in any **policy period** arising in any way from **abuse** is £5,000,000 In respect of any **claim** that involves in any way **continuous abuse** the **continuous abuse** will be regarded as one originating cause.

2. against legal liability for claimant's costs and expenses in connection with 1. above

3. in respect of:

   a) costs of legal representation at:

      i. any coroner's inquest or inquiry in respect of any death;
      ii. proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in 1. above,

      which may be the subject of indemnity under this Cover;

   b) all other costs and expenses in relation to any matter which may form the subject of a **claim** for indemnity under 1. above,

      incurred with **our** written consent,

   provided that in respect of:

   a) any one **event**;
   b) all **events** happening during any **policy period** in respect of products supplied;
   c) all **events** considered by **us** to have occurred during any **policy period** in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere,

   the following will apply:

   a) the total amount payable by **us** in respect of 1. above and all Extensions and Memoranda will not exceed the Limit of Indemnity

   b) the **excess** in respect of damages and claimant's costs and expenses will be payable before **we** will be liable to make any payment

   c) **we** may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at **our** absolute discretion the **claims** arising out of such **event** can be settled **we** will then relinquish control of such **claims** and be under no further liability in respect thereof except for costs and expenses for which **we** may be responsible prior to the date of such payment

   d) where **we** are liable to indemnify more than one person the total amount of indemnity in respect of damages will not exceed the Limit of Indemnity

What is not covered- Exclusions

We will not cover legal liability:

1. arising from or out of the ownership possession or use by or on behalf of **you** or any **person entitled to indemnity** of any

   a) mechanically propelled vehicle other than legal liability arising out of

      i. the use of plant as a tool of trade on site
      ii. the use of plant at **your premises**
      iii. the loading or unloading of any vehicle

   except where cover is provided by any motor insurance contract or where insurance or security is required by law

   b) aircraft or other aerial device
   c) aerospatial device
   d) hovercraft
   e) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

2. for **injury** to any **person employed** arising out of and in the course of employment by **you** in the **business**

3. for or arising from **damage** to any **property** which at the time of the **event** giving rise to such legal liability is owned by or held in trust by **you** or in **your** custody or control other than

   a) **employees'** directors' partners' or visitors' personal effects including vehicles and their contents

   b) premises and their contents not owned by or leased or rented to **you** at which **you** are undertaking work in connection with the **business**

   c) premises and their fixtures and fittings leased or rented to **you** unless such legal liability

      i. has been accepted by agreement in which case cover will only be provided to the extent that such liability would have attached in the absence of such agreement
      ii. arises from an agreement to maintain in force insurance in respect of damage to such premises and their fixtures and fittings

4. caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected **events** which takes place in its entirety at a specific moment in time and place during any **policy period**

   provided that all pollution or contamination which arises out of one **event** will be considered by **us** for the purposes of this **policy** to have occurred at the time such **event** takes place.

5.
   a) in respect of **damage** to any:

      i. product supplied by **you**
      ii. contract work executed by **you**

      caused by any defector its unsuitability for its intended purpose.

   b) for the costs of recall removal repair alteration replacement or reinstatement of any

      i. product supplied by **you**
      ii. contract work executed by **you**

      necessitated by any defect or its unsuitability for its intended purpose.

6. arising from or in connection with

   a) advice
   b) design
   c) specification

   provided for a fee

7. arising from or in connection with any

   i. product supplied by **you**
   ii. contract work executed by **you**

   where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement

8. for the costs of remedying any defect or alleged defect in premises disposed of by **you**

9. for:
   a) fines or penalties
   b) compensation ordered or awarded by a Court of Criminal Jurisdiction
   c) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

10. directly or indirectly caused by or contributed to by or arising from:

    a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

    b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component

11. arising from any consequence of **war** invasion act of foreign enemy hostilities (whether **war** be declared or not) civil **war** rebellion revolution insurrection or military or usurped power

Third Party Property Damage Excess
In respect of any **claim** relating to **damage** to **property you** will be responsible for the **excess** as shown in the **schedule.**

Special Condition

When crop-sprays are applied by **you** or on **your** behalf on **your** own land it is a condition precedent to liability that

A) all reasonable precautions be taken to prevent **damage** to stock and crops belonging to owners of adjacent property

B) notice be given to the owners of animals likely to be present in fields or areas bordering those to be sprayed of **your** intention to carry out spraying operations

Extensions to Section I Cover 2

*each of which is also subject otherwise to the terms of this **policy***

1. Cross Liabilities

If the **insured** comprises more than one party **we** will provide cover to each in the same manner and to the same extent as if a separate **policy** had been issued to each provided that the total amount payable in respect of damages will not exceed the Limit of Indemnity

2. Compensation for Court Attendance

In the event of any of the following persons attending court as a witness at **our** request in connection with a **claim** in respect of which **you** are entitled to cover under this Section 1 Cover 2 **we** will provide compensation to **you** at the following rates per day for each day on which attendance is required

a) any director or partner of the **insured** £500
b) any **employee** £250

3. Contingent Motor Liability

Notwithstanding Exclusion 1a) **we** will provide cover to **you** against legal liability arising out of the use in the course of the **business** by any **employee** of any mechanically propelled vehicle not belonging to or provided by **you.**

We will not cover legal liability:

i. in respect of **damage** to such vehicle or to property conveyed in or by such vehicle
ii. arising while such vehicle is being driven by **you**
iii. in respect of which **you** are entitled to cover under any other insurance
iv. arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

4. Overseas Personal Liability

We will cover **you** and if **you** so request any of **your employees** or directors or partners against legal liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the **business**

We will not cover:

i. legal liability arising out of the ownership or occupation of land or buildings
ii. where cover is provided by any other insurance

5. Data Protection Act

The **business** will include the provision of any reciprocal arrangement for the storage or processing of computer data or for use of computer facilities.

Provided that **we** will not cover legal liability in respect of any **loss** or **damage** sustained by any party to such an arrangement.

We will cover **you** and if **you** request any **employee** or director or partner of **yours** against legal liability to pay damages and claimant's costs and expenses for damage or distress as described in Section 168 and 169 of the Data Protection Act 2018 and Article 82 of the General Data Protection Regulation (EU 2016/679).

Provided that **you** are registered with the Information Commissioner's Office or have applied for such registration which has not been refused or withdrawn and have taken all reasonable care to comply with the requirements of the Data Protection Act 2018.

This Extension will not apply in respect of:

i. the payments of fines, penalties, liquidated, punitive or exemplary damages

ii. the costs of notifying any person regarding loss of personal data,

iii. the cost of replacing reinstating rectifying or erasing blocking or destroying any personal data

iv. liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result could reasonably have been expected by the **insured** or any other person having regard to the nature and circumstances of such act or omission

v. claims which arise out of circumstances notified to previous insurers or known to the **insured** at inception of this Extension

vi. legal liability where indemnity is provided by any other insurance

6. Clean-Up Costs Extension

A) Where cover is provided in respect of insured pollution or contamination, **we** will provide cover to any **person entitled to indemnity** for Clean-Up Costs.

i) arising out of any Sudden Pollution or Contamination Event for which **you** are legally responsible to pay provided that such Clean-Up Costs arise solely under a statutory provision in Great Britain Northern Ireland the Channel Islands or the Isle of Man

ii) for costs and expenses in relation to any matter which may form the subject of indemnity under this Extension incurred with **our** written consent

iii) for costs and expenses incurred with **our** written consent in any appeal against any statutory notice served or to be served upon **you** by any enforcing authority for any enforcement action which would be the subject of cover under this Extension.

B) The indemnity provided under Cover 2 will not apply to any costs (including where applicable Clean-Up Costs):

i) incurred in achieving any improvement betterment or alteration in any original property

ii) for remedial action carried out on or in relation to property which at the time of the Sudden Pollution or Contamination Event giving rise to such legal liability is owned by or held in trust by **you** or in **your** custody or control

iii) incurred in relation to the reinstatement, reintroduction or provision of any living organism or natural habitat

iv) arising out of genetically modified organisms

v) comprising of the first 10% of any one Sudden Pollution or Contamination Event subject to a minimum contribution by **you** of £500 and a maximum contribution of £2,500

C) Clean-Up Costs will mean the costs reasonably and necessarily incurred by:

i) a government agency or regulatory body

ii) **you** with **our** written consent where a government agency or regulatory body would have required remediation,

in each case in carrying out remedial action performed following a Sudden Pollution or Contamination Event in respect of which **you** are legally responsible and will include costs to curtail or minimise further pollution or contamination arising from such an **event** once occurred

D) Sudden Pollution or Contamination Event will mean pollution or contamination of buildings or other structures or of water or land or of the atmosphere caused by a sudden identifiable unintended and unexpected **event** which takes place in its entirety at a specific moment in time and place in Great Britain Northern Ireland the Channel Islands or the Isle of Man during any **policy period.**

Provided that

i. all pollution or contamination which arises out of one **event** will be considered by **us** for the purposes of this **policy** to have occurred at the time such **event** takes place

ii. the total amount payable for Clean-Up Costs will not exceed £1,000,000 for all **events** considered by **us** to have occurred during any **policy period**

iii. the total amount payable for pollution or contamination including Clean Up Costs will not exceed the Limit of Indemnity shown in the **schedule** for all **events** considered by **us** to have occurred during any **policy period.**

7. Pollution and Contamination Statutory Enforcement Costs

In the event of insured pollution and contamination **we** will cover any **person entitled to indemnity** in respect of costs and expenses reasonably and necessarily incurred or payable by **you** as a direct result of a legally binding order notice or requirement of a government against costs and expenses reasonably and necessarily incurred or payable by **you** as a direct result of a legally binding order notice or requirement of a government agency or statutory authority implementing or enforcing environmental protection legislation to take measures necessary in order to neutralise isolate confine, abate, remove, destroy or eliminate such pollution and contamination provided always that

1) all pollution or contamination which arises out of one **event** will be deemed to have occurred at the time such **event** takes place

2) the maximum payable under this Extension in respect of all pollution and contamination which is deemed to have occurred during the **policy period** will not exceed £1,000,000 in all during any one **policy period**

3) any amount payable by reason of this Extension will form part of and will not be in addition to the amount of the Limit of Indemnity specified on the **schedule** under Liability Insurance Cover 2 part d)

4) **we** will not be liable in respect of:

   a) any sum incurred or payable in
      i. remediation of land beyond that necessary for it to no longer pose a significant threat of adversely affecting human health
      ii. improving surface or ground water beyond its status or condition existing immediately prior to the **event** described above
      iii. reinstatement or reintroduction of plant or animal life
      iv. measures ordered or required to be undertaken at any alternative site to that directly affected by the **event** described above
   b) a notice to prevent an imminent threat of **damage** to the environment unless as a result of an **event** of pollution and contamination within the meaning of this **policy** that has already occurred
   c) pollution and contamination of buildings or other structures or of water or land owned leased or rented by **you**

d) any **event** which occurs outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

8. Defective Premises

We will cover **you** for **your** legal liability for personal **injury** or **property damage** occurring during any **policy period** in connection with any premises **you** have disposed of but which **you** had previously owned in connection with the **business** imposed under the provisions of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 and subsequent amendments provided always that **we** will not be liable:

a) for the cost of remedying any defect or alleged defect in premises disposed of by **you** which results or may result in personal **injury** or **property damage**

b) to the extent that cover is provided from any other source

Section I Liability Insurance : Cover 3 Legal Defence Costs

*Only operative if Section I Cover 1 and/or Cover 2 are shown as insured in the **schedule***

What is covered

We will provide indemnity to **you** and if **you** so request any of **your employees** or directors or partners up to the Limit of Indemnity in respect of;

A) legal costs and other expenses incurred with **our** written consent

B) costs awarded against **you** or any director partner or **person employed**

in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed during any **policy period** in the course of the **business** but only in respect of proceedings brought as stated in Parts A and B below

Part A

In respect of a breach of:

1. the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings related to the health safety and welfare of any director partner or **person employed**

Part B

In respect of a breach of:

1. the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings related to the health safety and welfare of any person other than a director partner or **person employed**
2. Part II of the Consumer Protection Act 1987

Provided that in respect of Part A and B

1. **we** will not cover:
   a. to fines or penalties of any kind
   b. to compensation ordered or awarded by a Court of Criminal Jurisdiction
   c. where **injury** of any person or **damage** to **property** has occurred
   d. where cover is provided by any other insurance
   e. to proceedings consequent upon any deliberate act or omission by:
      i. **you**
      ii. any partner or director
      iii. any **employee** with any specific responsibility for compliance with the legislation specified in this Cover,

   which could reasonably have been expected to constitute a breach of the legislation specified in this Cover.

2. the indemnity will apply only where shown in the **schedule**

3. **we** may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at **our** absolute discretion the **claims** arising can be settled but including any amount for which **we** may be responsible prior to the date of such payment. **We** will then relinquish control of such **claims** and be under no further liability.

4. where **we** are liable to cover more than one person the total amount we cover will not exceed the Limit of Indemnity

Special Provision

We will pass notification to an independent third party service provider that **we** have an agreement with who will then administer **claims** settlement on **our** behalf.

Section I Liability Insurance : Cover 4 Financial Loss

*Only operative if Section I Cover 4 shows a limit of indemnity for 'Financial Loss' in the **schedule.***

What is covered

The insurance provided by this Cover 4 Financial Loss is on a claims made basis with the costs and expenses of the claimant and the costs and expenses (incurred by **us** or with our written approval) of any **person entitled to indemnity** included within the Limit of Indemnity stated in the **schedule**.

We will provide indemnity to any **person entitled to indemnity**:

1. against legal liability (other than arising under contract) incurred in connection with the **business** for damages in respect of financial loss arising out of any **claim** which is first made in writing to **you** (or any other **person entitled to indemnity** under this **policy**) during the **policy period** and notified to **us** during or within thirty days after expiry of the same **policy period.**

2. against legal liability for claimant's costs and expenses in connection with 1. above

3. in respect of

    a. costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in financial **loss** specified in 1. Above

    b. all other costs and expenses in relation to any matter which may form the subject of a **claim** for indemnity under 1. above incurred by **us** or with **our** written consent

provided that:

a) the financial loss is sustained within Great Britain Northern Ireland the Channel Islands or the Isle of Man.

b) the total amount payable under this Cover (including all Extensions Additional Clauses and Memoranda) will not exceed the Limit of Indemnity stated in the **schedule**.

c) the **excess** will be payable before **we** will be liable to make any payment.

d) **we** may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at **our** absolute discretion the **claim** or **claims** can be settled. **We** will then relinquish control of such **claim** or **claims** and be under no further liability.

e) the total amount payable by **us** in respect of all damages arising out of all **claims** during any **policy period** irrespective of the number of such **claims** and irrespective of the number of **persons entitled to indemnity** having claims under this **policy** will not exceed the appropriate Limit of Indemnity stated in the **schedule**.

   For the purposes of the Limit of Indemnity all of **the persons entitled to indemnity** under this **policy** will be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **you** and **us** both as defined in this policy.

What is not covered - Exclusions

The cover will not apply to legal liability:

1. Mechanical Vehicles

arising from or out of the ownership possession or use by or on behalf of **you** or any **person entitled to indemnity** of any

a. mechanically propelled vehicle other than legal liability arising out of

    i. the use of plant as a tool of trade on site
    ii. the use of plant at **your premises**
    iii. the loading or unloading of any vehicle

    except where indemnity is provided by any motor insurance contract or where insurance or security is required by law

b. aircraft or other aerial device
c. aerospatial device
d. hovercraft
e. water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

2. Person Employed

for financial **loss** sustained by any **person employed** arising out of and in the course of employment by **you** in the **business**

3. Product Recall

for the costs of recall removal repair alteration replacement or reinstatement of any product supplied by **you** or contract work executed by **you** necessitated by any defect or its unsuitability for its intended purpose.

4. Advice Design or Specification

arising from or in connection with:

a. advice
b. design
c. specification

5. Injury Damage Nuisance Trespass or Interference

in respect of:

a. **injury** of any person
b. **damage** to **property**
c. nuisance trespass or interference with any easement right of air light water or way

6. Fraud

arising out of any act of fraud or dishonesty by **you**.

7. Deliberate Act or Omission

arising out of any deliberate act or omission by **you**.

8. Fines or Penalties

for
a) fines or penalties
b) compensation ordered or awarded by a Court of Criminal Jurisdiction
c) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

9. Defamation or Intellectual Property Rights

arising out of any defamation injurious falsehood passing off or infringement of any **Intellectual Property Rights**

10. Competition or Anti-Trust Laws

arising out of any breach or alleged breach of competition or anti-trust laws

11. Storage or Processing of Computer Data

arising from any reciprocal arrangement for the storage or processing of computer data or use of computer facilities

12. Statutory Authorities

to any statutory authority arising out of the enforcement of statutory requirements or the performance of statutory duties

13. Strikes or Labour Disturbances

arising out of or in connection with any delays strikes or labour disturbances

14. Retroactive Liability

arising out of any cause happening before the **retroactive date**

15. Asbestos

directly or indirectly caused or contributed to or occurring by:

i. the presence of **asbestos**, **asbestos dust** or **asbestos-containing materials**
ii. the release of **asbestos dust**
iii. the exposure of persons, buildings or property to **asbestos, asbestos dust** or **asbestos-containing** materials

16. Diminution in Value

arising from the diminution of the value of any **property**

17. Electronic Risk and Data

arising directly or indirectly from or out of

i. the transmission or impact of any virus

ii. any unauthorised access to a system

iii. interruption of or interference with electronic means of communication used in the conduct of **your business** including but not limited to any diminution in the performance of any website or electronic means of communication

iv. failure of a system

v. damage to **data** including but not limited to any

1. **loss** of destruction or corruption of **data** whether in whole or in part
2. unauthorised appropriation use access to or modification of **data**
3. unauthorised transmission of **data** to any third party
4. misinterpretation use or misuse of **data**
5. operator error

18. Employment-Related Practices

directly or indirectly resulting from Employment-Related Practices.

Extensions to Cover 4

*each of which is subject otherwise to the terms of this **policy***

1. Cross Liabilities

If the **insured** comprises more than one party **we** will provide cover to each in the same manner and to the same extent as if a separate **policy** had been issued to each.

provided that the total amount payable in respect of damages costs and expenses will not exceed the Limit of Indemnity

2. Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at **our** request in connection with a **claim** in respect of which **you** are entitled to indemnity under this Section **we** will provide compensation to **you** at the following rates per day for each day on which attendance is required

1.	any director or partner of the **insured**	£500
2.	any **employee**	£250

Section I Liability Insurance : Cover 5 Environmental Impairment Liability

*Only operative if Section I Cover 5 is shown as insured in the **schedule**.*

The following definitions, clauses, terms and conditions relate solely to Cover 5

Additional Definitions for this cover

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** for the production of crops and livestock, agricultural engineering work, agricultural haulage or agricultural produce storage.

Agricultural contracting does not include the spraying of pesticides, herbicides and human waste.

Agriculture

1) dairy farming; or
2) the production of any consumable produce which is grown for sale or for consumption or other use for the purposes of a trade or business or of any other undertaking (whether carried out for profit or not); or
3) the use of land as grazing meadow or pasture land or osier land or woodland or for market gardens or nursery; or
4) sheep dipping, but only where the following has not been and is not being used: Synthetic Pyrethroids, Cypermethrin and / or Organophosphates; or
5) **Agricultural Contracting** and the following specified associated activities:
   a) Leisure activities – camping, caravan, bed & breakfast;
   b) Livestock activities – horse livery, cattery/dog kennel, shooting, fishing;
   c) Retail – farm shop, open farm; and
   d) Property ownership – residential, commercial and retail.

Agriculture does not include intensive farming under the Environmental Permitting (England and Wales) Regulations 2010, as may be amended or re–enacted from time to time, or equivalent legislation in Scotland or, Northern Ireland, the collection, storage, transportation or spreading of human waste, crop spraying undertaken by any person not holding the appropriate certification, non–recreational fish farming, landfills, or waste storage facilities.

Appointed Loss Adjustor

the company appointed by **us,** whose authority is strictly limited to the authority specified under Pollution Response Extension and Special Conditions in Cover 5 only.

The appointed Loss Adjustor is:

Sedgwick International UK
Tel: 01280 664525
Email: ARNShrewsbury@uk.sedgwick.com

The appointed Loss Adjustor is not **our** agent for any other activity.

Buildings
1) buildings used for the purpose of **agriculture**, commercial buildings and other non-domestic buildings including solar panels fixed to the buildings;
2) landlord's fixtures and fittings in and on the buildings;
3) small outside buildings extensions, annexes or gangways;
4) fuel tanks associated with the buildings;
5) services which will mean telephone, gas and water, mains electrical instruments, metres, piping, cabling and the like and the accessories thereon extending from the buildings to the perimeter of the **premises** or to the public mains (including those underground).

Claim
a demand, notice or assertion of a legal right alleging liability or responsibility on **your** part and includes any legal proceedings against **you** arising out of any **pollution condition** or **natural resource damage**.

Clean-up Costs
costs:
1) to investigate, assess, remove, dispose of, treat, abate, remediate, contain, neutralise or monitor any **pollution condition** provided that payment of such costs is required by law enacted to impose liability for a **pollution condition,** and
2) to carry out any preventive measures, emergency remedial actions or remedial measures as specified in the **Environmental Liability Directive,** provided 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 the **Environmental Liability Directive**.
3) reasonably and necessarily incurred by **you** to repair, restore or replace real or personal property at a **premises** 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.
4) **clean-up costs** also include **emergency costs**.

Damage
physical loss, physical destruction or physical damage.

Emergency Costs
1) reasonable and necessary **clean-up costs** incurred by **you** on an emergency basis where any delay on **your** part would cause a significant increase in the cost of responding to a **claim**, and
2) emergency remedial actions carried out pursuant to the **Environmental Liability Directive.**

Environmental Legal Expense
legal fees, fees paid to technical or other experts, costs, charges and expenses in the investigation, adjustment or defence of a **claim**.

Environmental Liability Directive
legislation enacted to transpose Directive 2004/35/CE on environmental liability with regard to the prevention and remedying of environmental damage into the domestic law of the United Kingdom of Great Britain and Northern Ireland, including any amendments to such legislation, provided that the legislation has the force of law.

Fly Tipping
The unauthorised dumping of waste on the **premises.**

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	the abandonment by anyone other than **you**, and without **your** knowledge or consent, of any **pollutants** or any drums, tanks, or similar containers holding **pollutants.**
Injury	Bodily injury, death, disease or illness.
Loss	1) accidental **injury** to any person 2) accidental **property damage** occurring during the **policy period** in the **territorial limits** and caused in connection with **agriculture**
Natural Resource Damage	damage to 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 **illegal waste**.
Pollution Condition	the discharge, dispersal, release, seepage, migration, or escape of **pollutants** into or onto land or structures, the atmosphere, or any watercourse or body of water including groundwater.
Pollution Response	**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** or **emergency costs** arising from **agriculture** at a **premises** or arising from **agricultural contracting**.
Pollution Response Costs	fees, costs and expenses incurred by **you** for **pollution response.** **Pollution response costs** do not include **clean-up costs** or **emergency costs** whether or not such **clean-up costs** or **emergency costs** are incurred by **you** pursuant to the recommendation of a consultant, contractor or any other person by the **appointed Loss Adjustor.**
Premises	The premises shown on **your schedule** comprising of the **buildings** of which **you** are the sole occupier, used solely in connection with **your business** and the land within the boundaries belonging to them.
Property Damage	**damage** to physical property, including the resulting loss of use, and including the personal property of third parties, or loss of use of such third party property that has not been physically damaged or destroyed provided that the **damage** of physical 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.
Transportation	the carriage, including loading and unloading, of property owned by **you** on public or private roads within the **territorial limits** only by **you**
Territorial Limits	The United Kingdom of Great Britain and Northern Ireland
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.

What is covered

We will cover **you** against:

A. **Loss,**
B. **Clean-up Costs,** and
C. **Emergency Costs**

that **you** are legally liable to pay resulting from:

1. a **Pollution Condition**
   a) in, on, at, under, or migrating from a **premises** resulting from **agriculture** carried out by **you** at a **premises,** or
   b) resulting from **agricultural contracting**, or
   c) arising during **transportation**

2. **Natural Resource Damage**
   a) in, on, at, or under a **premises,** or caused beyond the legal boundary of a **premises,** resulting from **agriculture** carried out by **you** at a **premises**, or
   b) resulting from **agricultural contracting**, or
   c) arising during **transportation**

3. **Pollution Response Costs** resulting from any **clean-up costs** or **emergency costs**

provided that:

a) the **Pollution Condition** or **Natural Resource Damage** commences on or after the **retroactive date** and results in a **claim**;
b) the **claim** is first made against **you** during the **policy period**; and
c) **you** notify **us** in writing during the **policy period** or within thirty (30) days of the expiry date of the **Policy**.

The total amount payable under this Section in the **policy period** will not exceed the Limit of Indemnity stated in **your schedule.**

Pollution Response Extension

We agree that if **you** incur **pollution response costs**, **you** will not be required to seek prior approval from **us** for any fees, costs and expenses incurred by **you** prior to the appointment of any consultant(s) or contractor(s) whose appointment is recommended to **you** by the **appointed Loss Adjustor**.

If **we** conclude that **you** are not covered under this Section, **our** liability under this Section will cease immediately following the receipt by **you** of **our** written conclusion(s).

We will continue to be liable to **you** for the payment of:

1) **pollution response costs**, and
2) any fees, costs and expenses payable by **you** to any consultant(s) or contractor(s) appointed by **you** on the recommendation of the **appointed Loss Adjustor**

prior to **your** receipt of **our** written conclusion(s) that **we** are not liable under this Extension. **We** will not, however, be liable for any other liability which **we** conclude is not covered by this Extension regardless of the time at which **we** make that conclusion.

We have not authorised the **appointed Loss Adjustor** to advise on, or to agree to, any matter relating to **our** liability, rights or obligations.

Our payment of any **pollution response costs** does not constitute an acceptance of liability for **loss, clean-up costs** or **emergency costs** under this **policy**.

What is not covered

We will not be liable to indemnify **you** for:

1. **Environmental Legal Expense**
2. Capital Improvement Costs
    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 governmental 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. **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 the agreement.
4. Personal injury to **you** or a former **employee** arising out of and in the course of employment by **you.**
5. Liquidated damages, fines and penalties based upon or arising out of criminal, civil or administrative fines, penalties, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages or non-compensatory damages
6. Any **genetically modified organism**.
7. **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 governmental authority or representative or the **Environmental Liability Directive**.
8. Liability arising out of lead and asbestos in buildings, fixtures and structures based upon or arising out of the existence, removal or abatement of any of the following:
    a. lead or lead containing materials 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
9. Change in the use of any **premises** from that set forth by **you** in the application or other supplemental materials submitted to **us**.
10. A **pollution condition** or **natural resource damage** at, or migrating from, any **premises** where the **pollution condition** or **natural resource damage** is discovered subsequent to the time such **premises** was sold, given away or abandoned by **you**, or divested involuntarily.
11. With respect to **property damage** only, damage to any property including land that is owned, leased or permanently operated from or by **you** or in **your** care, custody or control even if such **property damage** is incurred to avoid or mitigate **loss, clean-up costs** or **emergency costs** or to respond in any way to any **pollution condition** or **natural resource damage.**
12. Any **pollution condition** or **natural resource damage** that commenced prior to the **retroactive date**.
13. 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 **premises** or after physical possession of such goods, materials or products has been relinquished to others.
14. Any sheep dipping which has used, or is using, Synthetic Pyrethroids, Cypermethrin and/or Organophosphates.

15. Any **pollution condition** or **natural resource damage** resulting from any **slurry lagoon** at any **premises** which at the time of the **claim** is not designed, constructed, maintained and used in full compliance with all applicable legislation
16. The existence of any **underground storage tank** at a **premises** that **you** knew about at the **retroactive date**,
17. Any **pollution condition** or **natural resource damage** resulting from any **above ground storage tank** at a **premises** which at the time of the accidental event that caused the **pollution condition** or **natural resource damage** is:
    a. not in full compliance with any and all applicable legislation concerning the storage of agricultural fuel oil, silage and/or slurry regarding its design, construction or location;
    b. constructed prior to 1991; or
    c. for fuels or hazardous chemicals not within secondary containment and/or has a capacity in excess of fifteen thousand (15,000) litres.
18. Any composting and associated prior treatment, including but not limited to aerobic composting and anaerobic digestion, in respect of which **you** do not hold, or are not in full compliance with, a valid registration issued by the relevant governmental authority for an exempt waste operation.
19. The **excess** for this Section as stated in **your schedule**
20. Advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.
21. **Fly Tipping**. This exclusion will not apply to **fly tipping** on the **premises** which are used in connection with the farming and growing activities carried out in connection with **your business.**
22. **Claims** which are the subject of indemnity under other sections of this **policy**, or would be but for the Limit of Indemnity applicable to another section of this **policy**.
23. **Claims** made against **you** in any country outside the **territorial limits** of this **policy**.
24. The ownership, possession or use of mechanically propelled vehicles or plant (including attached to trailers) by **you** or on **your** behalf:
    a. For which road traffic legislation requires compulsory insurance or security, and/or
    b. Where indemnity is provided by another insurance policy.

    Where there is no indemnity provided by another policy this exclusion will not apply to:

    a. Loading and unloading;
    b. Liability arising solely from the use as a tool of trade unless compulsory motor insurance or security is required.
25. The ownership, possession or use by **you** or on **your** behalf of:
    a. Aircraft, aerial device, hovercraft or water craft, or any other vessel or craft designed to travel through air, space or water, other than hand-propelled water craft;
    b. Any railway, siding or rolling stock.
26. Any work on or at any:
    a. Power station or nuclear installation; offshore oil/gas installation and/or supply, support or accommodation vessel or structure relating to such and installation, or while traveling to or from them by sea or air; chemical works;
    b. Aircraft, airport, airfield, airstrip, satellite, spacecraft, launch site, ship, dock, pier or wharf, tower, steeple, chimney shaft, blast furnace, dam, canal, viaduct, bridge or tunnel;
    c. Underground mine or colliery; and/o
    d. Railways and associated equipment, or rolling stock.
27. Any activity involving prospecting, extraction or refining of liquid or gaseous fuel.
28. Any loss, damage, liability, claim, cost, expense or other sum caused by a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this exclusion, loss, damage, liability, claim, cost, expense or other sum, includes, as an example, any cost to clean-up, detoxify, remove, monitor or test:

a. for a Communicable Disease, or

b. any property that is affected by such Communicable Disease.

As used in this exclusion, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

a. the substance or agent includes, as an example, a virus, bacterium, parasite or other organism or any variation, whether deemed living or not, and

b. the method of transmission includes, as an example, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.

This exclusion applies to all coverage, coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

29. Mould, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

30. Any **claims** made that are as a result of a **pollution condition** or **natural resource damage** that **you** knew about at the inception of this cover, unless declared to **us** and **agreed** by **us** in writing**.**

31. **Clean-up costs** or **emergency costs** in connection with:

    a. **property damage**, or

    b. **pollution response 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.**

Special Conditions

1. If more than one **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 **claims** will:

   a) be deemed to have been made at the point in time when the first of the **claims** was made in writing,

   b) only be the subject of indemnity if they are first made against **you** within sixty (60) months of the first **claim** and relate to a **pollution condition** or **natural resource damage,**

   provided that any **policy period** subsequent to the date of **claim** being made as above will exclude indemnity in respect of any **claims** arising out of such **pollution condition** or **natural resource damage**.

2. In the event any **claim** is made against **you** for **loss**, **clean-up costs** or **emergency 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, 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.,

   You will forward to the **appointed Loss Adjustor** every demand, notice, summons, order or other process including but not limited to written communications from a governmental authority received by **you** or **your** representative as soon as practicable.

   You will have the duty to, wherever practicably possible, reduce, mitigate, remediate or prevent at **your** own expense **natural resource damage**. **You** will have the duty to, wherever practicably possible, reduce, mitigate, remediate or prevent at **your** own expense a **pollution condition** or clean up **pollutants** and prevent or remediate environmental damage to the extent required by environmental law**.**

No costs, charges or expenses will be incurred, nor payments made, obligations assumed or remediation, preventive measures or remedial measures commenced without **our** prior written consent or in the case of costs, charges or expenses, payment, preventative measures or remedial measures the **appointed Loss Adjustor's** prior written consent which will not be unreasonably withheld or delayed. This provision does not apply to **emergency costs** or **pollution response costs** incurred by **you**. **You** will notify the **appointed Loss Adjustor** as soon as practicable after **your** initial response to the emergency that has resulted in any such **emergency costs** or **pollution response costs** being incurred.

3. If other valid, collectible insurance with any other insurer is available to **you** covering **loss, clean-up costs** and/or **emergency costs** the cover afforded by this Section will be in excess of and will not contribute with such other insurance. This will not be construed to make this Section subject to the terms, conditions, and limitations of such other insurance.

4. **We,** or **our** appointed representatives, have the right but are not obliged to make inspections, surveys or audits of the **premises** or **business** at **our** expense and at reasonable notice to **you**. Such right and any resultant findings will not imply that such **premises** or **business** are safe or in compliance with any law.

Section J Personal Accident Insurance

*only operative if this section is shown as insured in the **schedule***

The following important information, additional definitions, clauses, terms and conditions which are contained within this Section, relate solely to this Section of this **policy**.

Interpretation

Operative Time as shown in the **schedule** will have the following meanings

24 Hour At any time

Occupational Accidents Only

While engaged on the **insured person's** occupation in the **business**

Occupational Accidents plus Commuting Risks

While engaged on the **insured person's** occupation in the **business** including daily travel directly between residence (normal or temporary) and place of work

Additional Definitions for this Section

Benefit

1. Death
2. **Loss of Limb** or Limbs **or Loss of Eye** or Eyes
3. **Permanent Total Disablement**
4. **Temporary Total Disablement**
5. **Temporary Partial Disablement**
6. **Medical Expenses** necessarily incurred in the treatment of the **insured person**

Bodily Injury Accidental bodily injury (not consisting solely of illness, disease or disorder) caused solely and directly by violent, accidental, external and visible means resulting directly and independently of any other cause

Accidental **bodily injury** includes unavoidable exposure to the elements
Accidental **bodily injury** does not include illness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause.

Deferment Period The first period of disablement, as shown in the **Schedule**, for which no payment will be made under Benefit 4 **Temporary Total Disablement** or Benefit 5 **Temporary Partial Disablement**

Excluded Activities

- All professional & semi-professional sports
- Aqualung diving
- Flying
    a. other than as a passenger or
    b. as a member of the crew or
    c. in order to carry out work in the aircraft
- All forms of football other than either Association Football (soccer) or Rugby Football as an amateur. Amateur will mean a person who receives no financial gain from or payment for participation in that sport other than the reimbursement of reasonable travel and other out-of-pocket expenses
- Hang gliding or parachuting
- Motor competitions or motorcycling as a rider or passenger (other than the use of farm bikes at the **premises**)
- Mountaineering or cliff or rock climbing or pot-holing
- Racing other than on foot or in dinghies

- Using power driven woodworking machinery in connection with business or occupation other than portable tools applied by hand or the occasional use of a circular saw or chain saw for farm or domestic purposes
- Winter sports other than curling or skating

Incident Limit

The maximum amount **we** will pay in the aggregate under this **policy** and any other Personal Accident Insurance issued by **us** in **your** name in respect of all losses arising out of one and the same incident

Insured Person

Any individual named on the **schedule** or any individual member of a group described in the **schedule**

Loss of Eye

Permanent and total loss of sight which will be considered as having occurred

a) in both eyes if the **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist

b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 metres what a person with standard vision could see at 60 metres)

Loss of Limb

A. in the case of a leg

loss by physical severance at or above the ankle or permanent total loss of use of a complete foot or leg

B. in the case of an arm

loss by physical severance of the entire four fingers through or above the meta carpo phalangeal joints or permanent total loss of use of a complete arm or hand

Medical Expenses

The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital nursing home and ambulance charges

Permanent Total Disablement

Disablement other than by **Loss of Limb** or **Eye** which permanently prevents an **insured person** from undertaking gainful employment of any and every kind unless otherwise shown in the **schedule**.

Temporary Partial Disablement

Disablement which temporarily prevents an **insured person** from undertaking a substantial part of their usual occupation as stated in the **schedule.**

Temporary Total Disablement

Disablement which temporarily prevents an **insured person** from undertaking their usual occupation as stated in the **schedule.**

What is covered

If during the **operative time** and within the **policy period** the **insured person** sustains a **bodily injury** which within two years is the sole cause of death, disablement or incurring of **medical expenses** for which the **benefit** is claimed, **we** will pay the appropriate **benefit** shown in **your schedule.**

The **incident limit** is £25,000,000

What is not covered

We do not cover and will not pay the **benefit** if

1. **bodily injury** results from

    a. the **insured person** engaging in or practising for any of the **excluded activities**
    b. the **insured person** committing or attempting to commit suicide

2. **bodily injury** or death, disablement or **medical expenses** is the result of or is contributed to by the **insured person**

    a. having taken a drug unless it is taken on proper medical advice and is not for the treatment of drug addiction or
    b. having a physical or mental defect of any sort which was known either to **you** or the **insured person** when the **policy** was issued or at renewal. However, the exclusion will not apply if the defect has been notified to **us** and accepted in writing

3. death, disablement or **medical expenses** is the result of or is contributed to by the pregnancy (including childbirth) of the **insured person**

4. in respect of Group Personal Accident **bodily injury** is sustained by any **insured person** before such person attains the age of 16 years or after the expiry of the **policy period** during which such person attains the age of 75 years

Special Conditions

Reasonable Precautions

You and each **insured person** must take all reasonable steps to prevent injury.

Additional Clauses

Disappearance

In the event of disappearance of the **insured person** if after a suitable period of time it is reasonable to believe that death has occurred as a result of accidental **bodily injury** the death **benefit** will become payable subject to a signed undertaking that if the belief is subsequently found to be wrong such death **benefit** will be refunded to **us.**

Benefits

A) **Benefit** will not be payable in respect of any one **insured person** under more than one of **benefits** 1, 2 or 3 in connection with the same accident

B) On the happening of an accident giving rise to a **claim** under any of **benefits** 1, 2 or 3 this insurance will then cease to apply to that **insured person**

C) Total disablement must have lasted for 104 consecutive weeks and have been proved to **our** satisfaction to be permanent and without expectation of recovery before **benefit 3 Permanent Total Disablement** becomes payable

D) If no death **benefit** is included in respect of the **insured person** no **benefit** will be payable for **loss of limb or eye** until at least 13 weeks after the date of the accident and such **benefit** will then only be payable if the death **benefit** would not (if included) have become payable during that 13 weeks as a result of the accident. If a death **benefit** is included but is less than the appropriate **benefit** for **loss of limb or eye** the amount payable for **loss of limb or eye** will not exceed the death **benefit** until 13 weeks have elapsed from the date of the accident and the balance will then only be payable if the death **benefit** has not in the meantime become payable as a result of the accident

E) The amount payable under **benefit 6 Medical Expenses** will be reimbursement up to the amount specified in the **schedule** in respect of any accident to any one **insured person**

F) No sum payable will carry interest

G) No **benefit** will be payable due solely to inability to take part in sports or pastimes

H) **Benefits 4 Temporary Total Disablement** and **5 Temporary Partial Disablement** are payable per week for a maximum of 104 weeks in all not necessarily consecutive.

Special Provision

We will not automatically accept or be affected by any notice of any trust assignment or the like which relates to this insurance

Incident Limit and Application of the Incident Limit

The maximum **we** will pay in total for any one incident is: £25,000,000

In the event of a claim exceeding the **incident limit**, **our** liability in respect of each **insured person** claimed for will be proportionately reduced until the total does not exceed the **incident limit**.

The duration and radius of any one incident will be limited to

1) 72 consecutive hours and
2) 100 miles

no loss which occurs outside this distance or period will be included in that incident

Illness Extension to Personal Accident Insurance

only operative if this extension is shown as applicable in the ***schedule***

What is covered

We will pay to **you** in respect of **temporary total disablement** the **benefit** as shown under **benefit 4 Temporary Total Disablement** of the Personal Accident **schedule** if during the **policy period** the **insured person** contracts an illness and the illness results in disability

The **benefit** will only be payable for a maximum of 52 weeks in the aggregate in connection with any one illness. Notwithstanding the foregoing **benefit** will not be payable for the first 14 days of illness.

What is not covered

We do not cover and will not pay any amount for illness:

1. contracted

    a. within 28 days of the commencement of this Extension unless this Extension immediately supersedes similar annual insurance (whether provided by **us** or not) in **your** name and covering the **insured person**

    b. after the expiry of the **policy period** in which the **insured person** attains the age of 70 years

2. arising from or contributed to by

    a. the **insured person** committing or attempting to commit suicide

    b. the **insured person** having taken a drug unless it is taken on proper medical advice or instruction and is not for the treatment of drug addiction

    c. pregnancy, childbirth, miscarriage or abortion

    d. the **insured person** having a physical or mental defect of any sort which was known either to you or to the **insured person** when the **policy** was taken out

3. while any amount is payable under the Personal Accident Insurance provided by this **policy** in respect of the same **insured person**

Section K Commercial Legal Expenses Insurance

*only operative if this section is shown as insured in the **schedule***

The following important information, definitions, clauses, terms and conditions which are contained within Section K of this **policy** relate solely to Section K of this **policy**.

Welcome

How to contact us about your Commercial Legal Expenses Insurance

1) To make a claim

If **you** need to make a **claim** or let **us** know about a situation that could lead to a **claim**, **you** should contact **us** as soon as possible providing your policy number and brief details of the circumstances using the telephone number shown on **your policy schedule** or by writing to/emailing **us** using the details below:

The Claims Department
Markel Legal Expenses Insurance
Interchange, 81-85 Station Road
Croydon
CR0 2AJ

LEIclaimsuk@markel.com

If **you** write to or email **us** a claim form will be sent to **you** for completion and this must be returned without delay.

2) To make a complaint

If **you** are not satisfied with any part of **our** service then **you** should contact **us** using the details in **Important information – How to make a complaint** shown later in this section and **we** will do **our** best to resolve the problem.

3) To talk to us about your Commercial Legal Expenses Insurance

If you need any help to fully understand what is covered under this Commercial Legal Expenses Insurance, please contact **your** insurance broker.

How to contact us for advice

For advice

This insurance provides access to a 24/7 year-round telephone advice line. This service provides advice on general legal matters on the law which applies in the UK.

You can also get advice on tax and health and safety matters in the UK by calling the same number 9am – 5pm Monday to Friday (excluding public holidays).

The telephone number to call is shown in **your policy schedule** and below. Please have **your** policy number to hand when **you** call to access the advice. This can be found in **your policy schedule**.

Markel Legal Advice Line: 0333 234 2544

Special or unusual conditions and terms applicable to the Commercial Legal Expenses Insurance

The Commercial Legal Expenses Insurance comes with some important conditions and terms that **you** need to be aware of:

1) Prospects of success

We will make **our** decision on whether to cover **your** claim based on a legal opinion from **your representative** (and any professional advice **we** regard necessary) on whether **your** claim has at least a 51% chance of:

- Successfully pursuing **your** case and securing a legal and/or financial remedy
- Not being found liable in a civil (not criminal) case against **you**
- Being found not guilty in the defence of a criminal prosecution
- Securing a significant reduction of **your** punishment or fine if pleading guilty in a criminal prosecution
- Successfully appealing the decision of the relevant authority

If there is 50% or less chance of the above **we** will not provide cover.

2) Employment disputes

To maximise **your** chances of having reasonable prospects of success in employment disputes **we** strongly recommend that **you** call the legal advice line number shown in your **policy schedule** at the following times and follow their advice:

- Before disciplining, suspending, dismissing, starting a retirement or redundancy process or making or proposing to make unfavourable changes to the terms of an **employee's** contract of employment

- When notified of a grievance, a complaint of discrimination (such as sex, race, religion etc) or an appeal from an **employee** against action **you** have taken against them

- When an **employee** resigns or walks out after expressing verbal or written dissatisfaction

Alternatively, at the very least comply with the ACAS code of conduct which the legal advice line can also advise **you** on.

3) Definitions/Defined Terms

Some of the words in **your policy** have a specific meaning and **we** have highlighted these to **you** by showing them in **bold** print. Please see the **Definitions/Defined Terms** section in the Introduction near the front of this **policy** to see what these words mean.

Your Commercial Legal Expenses Insurance

This is the agreement between **you** and **us**

Things we will do

We will provide the **cover** as written in this **policy** for:

- Disputes under the Sections of Cover shown on the following pages
- **Costs** and **compensation** up to the limits shown in the **Definitions/Defined Terms** section of the policy subject to the limits and any **excesses** shown in **your policy schedule**
- **Claims** or notifiable circumstances notified to **us** during **your period of insurance** which are in connection with **your** business description as stated in **your policy schedule**
- Disputes, legal proceedings or HMRC investigations that are or would be within the **territorial limits** as stated in the **Definitions/Defined Terms** section of the policy

Things you must do

You must comply with the following conditions which are summarised below and some of which are more fully explained in the remainder of Section K. If **you** fail to do so, **we** may not pay **your claim**, or any payment could be reduced.

You must:

- Pay the premium for **your policy**
- Provide **us** with a truthful account of **your** circumstances and any extra information **we** ask for, to underwrite **your policy** and assess **your claim**
- Tell **us** as soon as possible if there is a change in **your** circumstances such as:
  - Any change of ownership of **your** business
  - If **your** business is involved in a merger or the acquisition of another business
  - Any change in **your** business description
- Take all reasonable steps to avoid and prevent tax investigations, legal proceedings and disputes
- Minimise the cost and effect of any **claim** by taking all reasonable steps to avoid unnecessary expense
- Follow the Claims Conditions shown within Section K.

If **you** do not do these things **we** may:

- Not cover all or part of **your claim** and **we** may recover any payments already made
- Increase **your** premium or change the terms of **your policy**

Cancel **your policy** and treat it as though it did not exist to begin with

Sections of cover

<table>
<tr><th colspan="2"><h3>Employment disputes</h3></th></tr>
<tr><th>What is covered?</th><th>What is not covered?</th></tr>
<tr><td>We will cover costs you incur in the defence of an employment dispute between you and your employee, ex-employee, interviewee/applicant to become an employee over their contract of employment or over employment law or with a worker that alleges to be an employee at the following stages:</td><td>We will not cover claims where:</td></tr>
<tr><td>ACAS Early Conciliation

Taking part in an ACAS Early Conciliation process</td><td></td></tr>
<tr><td>Employment Tribunals response (ET3)

Setting out your initial response to a claim (ET1) against you at an Employment Tribunal</td><td></td></tr>
<tr><td>Pre-hearing review/Employment status disputes

Preparation for and representation at a pre-hearing review to decide the employment status of a worker alleging to be an employee</td><td></td></tr>
<tr><td>Employment Tribunal hearing

Preparing for and representing you in a dispute with your employee, ex-employee or interviewee/applicant to become an employee at an employment tribunal hearing or negotiating a settlement with them</td><td rowspan="2">Employment Tribunal hearing and County or High Court proceedings

You have not followed either:

a) the advice of the Markel advice line at the following times:

1. Before suspending, disciplining, dismissing, starting a retirement or redundancy process or making or proposing to make changes to the terms of an employee's contract of employment which may be unfavourable to the employee
2. When notified of a grievance, a complaint of discrimination (such as sex, race, religion etc) or an appeal from an employee against action you have taken against them
3. When an employee resigns or walks out after expressing verbal or written dissatisfaction

or

b) the ACAS code of practice on disciplinary and grievance procedures where applicable</td></tr>
<tr><td>County or High Court proceedings

Preparing for and representing you in a dispute with your employee, ex-employee or interviewee/applicant to become an employee at the County Court or the High Court or negotiating a settlement with them</td></tr>
</table>

What you need to know

A dispute with a worker alleging to be an employee is only covered under **ACAS Early Conciliation**, **Employment Tribunals response (ET3)** and **Pre-hearing review/Employment status disputes**. It will not be covered under **Sections of cover: Employment Tribunal hearing** and **County or High Court proceedings**.

Employment compensation awards

What is covered?	What is not covered?
We will pay **compensation** provided that at the time of a **claim** under this section **you** have an accepted **claim** under **Employment Tribunal hearing**	**We** will not cover **claims** where:
Awards of compensation **Compensation you** are ordered to pay by a Tribunal	**All of Employment compensation awards** The Tribunal ordered **you** to reinstate an **employee** and **you** failed to do so
Settlement of a dispute An amount agreed by **us** in settlement of a dispute	
Tribunal fees Any Tribunal fees **you** are ordered to pay by the Tribunal or Tribunal fees as agreed in a settlement that **you** have entered into with **our** consent	

What you need to know

We won't pay contractual amounts such as redundancy notice pay, equal pay awards or any awards under agency worker regulations

Property and landlord and tenant disputes

What is covered?	What is not covered?
We will pay **costs** to obtain damages or other legal remedy for:	**We** will not cover **claims** where:
Property disputes 1. Trespass on **your property** 2. Nuisance from another affecting **your property** 3. The defence of another's claimed right of way over **your property** 4. **Your** use of a right **you** have over another's property as recorded in the title documents of **your property** 5. Pursuing another for physical damage to **your property** not recoverable under another insurance policy	**Property disputes** 1. There is a dispute over a contract (other than title documents) 2. The other party's argument is that they own some or all of **your property** 3. There is a dispute over rights to or over another's property which is alleged to have arisen through **your** use or occupation over a length of time
Disputes with your landlord 1. **Your** landlord's failure to maintain or repair **your property** as required by the written terms of **your** lease or tenancy 2. An allegation by **your** landlord that **you** failed to maintain or repair the **property** as required by the written terms of **your** lease or tenancy 3. The defence of a demand for dilapidations at the expiry of **your** lease or tenancy 4. The defence of an attempt by **your** landlord to end **your** lease or tenancy early and remove **you** from **your property**	**Disputes with your landlord** There is a dispute arising out of **your** failure or alleged failure to pay any money to **your** landlord, unless payment was withheld due to **your** landlord's failure to maintain or repair **your property**
Disputes with your tenant 1. **Your** tenant's failure to maintain or repair **your property** as required by the written terms of **your** lease or tenancy 2. An allegation by **your** tenant that **you** failed to maintain or repair **property** as required by the written terms of **your** lease or tenancy 3. Pursuing **your** tenant for disputed dilapidations at the expiry of **your** lease or tenancy	**Disputes with your tenant** There are dilapidations unless **you** have served a notice of dilapidations on **your** tenant and **you** have an independent expert valuation of the dilapidations which must be obtained at **your** own expense
Eviction The eviction of **your** tenant or **your employee** or ex-**employee** from **your property**	**Eviction** **You** have not issued enforceable statutory or contractual notices which require tenant or licensee to leave the **property**

	All of Property and landlord and tenant disputes 1. There is a dispute over a contract unless it is a tenancy, licence or leasehold agreement 2. **You** will not suffer a financial loss or the value of **your property** would not be reduced 3. **You** have not made a claim under **your** buildings or contents policy and if relevant, under a business interruption or equivalent policy following damage or nuisance affecting **your property** 4. There is a dispute in connection with planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority 5. There is a dispute in connection with the negotiation, review or renewal of a tenancy or leasehold agreement or purchase of property 6. **You** have failed to fully maintain suitable buildings and if needed contents insurance

Criminal defence

What is covered?	What is not covered?
We will pay **costs** for **your**:	**We** will not cover **claims**:
Interview under caution Representation (including written submissions) at an interview under caution by the Police or a prosecuting authority	**Interview under caution** Where **you** are required by the Police to immediately attend an interview under caution at a Police Station
Prosecution defence Defence of a criminal prosecution once **you** receive a summons accusing **you** of a criminal offence	**Prosecution defence** 1. Where **you** are alleged to have committed: a. a motoring offence b. an assault or sexual offence c. fraud, dishonesty or criminal damage 2. Where there are criminal proceedings arising from or related to tax or if an application is made under the Proceeds of Crime Act 3. For **your employee**, director or a partner of **your** business if **you** are charged under the Corporate Manslaughter or Corporate Homicide Act 2007

Motor offences 1. Defence of a criminal prosecution where the conviction would result in the loss of a driving licence required by **your** director or business partner of **your** business to carry out essential business activities 2. Defence of a criminal prosecution for tachograph or weight offences	**Motor offences** There is an allegation of driving under the influence of drugs/alcohol or the use of handheld electronic equipment

What you need to know

We won't pay any costs or fines that **you** are ordered to pay by a criminal Court.

Tax protection

What is covered?	What is not covered?
We will pay **costs** in representing **you** before HM Revenue & Customs (HMRC):	**We** will not cover **claims** where:
Aspect enquiry When HMRC issues a formal notice to **you** to carry out an aspect enquiry into a part(s) of **your** income or corporation tax Self Assessment return **Full enquiry** When HMRC issues a formal notice to **you** to examine all of **your** financial records income or corporation tax **National Insurance and PAYE disputes** When HMRC expresses dissatisfaction with **your** p11ds or p9ds or **your** PAYE and/or NIC affairs following an employer compliance visit by HMRC **Current tax year enquiry** Following a written request by HMRC under Schedule 36 Finance Act 2008 to inspect **your** business records, assets or premises **VAT disputes** Over alleged failure to pay VAT	**All of Tax protection** 1. There is not a reasonable prospect of reducing the liabilities alleged by HMRC 2. Tax returns are late or where **you** have not notified chargeability to tax within the time limits or for tax returns where wholly provisional figures are used 3. There is an allegation of fraud or an investigation by HMRC's Fraud Investigation Service, Counter Avoidance Office or the defence of a criminal prosecution 4. There is a dispute or enquiry relating to the National Minimum Wage or Living Wage 5. There is an allegation of tax avoidance

Regulatory compliance

What is covered?	What is not covered?
We will pay **costs** (or **compensation** for **Data protection compensation**) for **your**:	**We** will not cover **claims**:
Enforcement notices Appeal against an improvement or prohibition notice issued by the Health and Safety Executive or the Food Standards Agency	
Abatement notice appeals Appeal against an abatement notice issued by a local authority for a statutory nuisance	**Abatement notices appeals** 1. Where there is more than one **claim** in the **period of insurance** 2. Connected to or arising from planning applications, decisions or disputes
Licence appeals Appeal against a decision taken by the relevant authority to suspend, revoke, alter or not renew an existing statutory licence **you** need to carry out **your** business activity as stated in **your policy** schedule	**Licence appeals** 1. For appeals arising from or connected to a change in the law or regulation 2. For the costs of complying with a notice or order 3. Involving driving or property licences 4. Where **you** have failed to comply with recommendations or warnings from **your** regulator
Data protection defence Defence under the Data Protection Act 2018 (Articles 168 and 169) and the General Data Protection Regulation (Section 82)	
Data protection compensation Liability for **compensation** as a result of holding**,** losing or unauthorised disclosure of data provided that at the time of a **claim** under this **Data protection compensation** cover **you** have an accepted **claim** under **Data protection defence** of this **section.**	**Data protection compensation** Where the party **you** are in dispute with has not suffered a specific financial loss

Court attendance costs

What is covered?	What is not covered?
We agree to pay:	**We** will not cover **claims** for:
Jury service The amount of money per day **you** pay **your employee** (including a director or partner in **your** business) each day they attend jury service at a Court, less any recovery from the Court	
Witness attendance allowance The cost of **your employees** attending Court as witnesses on **your** behalf at the request of **your representative** provided that at the time of a **claim** under Court attendance costs **you** have an accepted **claim** for this Court appearance under this **policy**	**Witness attendance allowance** 1. Expert witnesses 2. Salaries or wages 3. Costs which could be claimed from a prosecuting authority

Employee extra protection

What is covered?	What is not covered?
We agree to pay **costs**:	**We** will not cover **claims**:
Pension trustee defence To defend directors and/or partners in **your** business in civil proceedings caused by their alleged conduct as a trustee of a pension fund set up for the benefit of **your employees**	
Wrongful arrest To defend civil legal proceedings against **your employee** including directors and/or partners in **your** business in respect of allegations of detaining somebody against their will	**Wrongful arrest** Where the allegations were made by a worker or ex-worker of **yours**
Personal injury For **your employee** including directors and/or partners in **your** business to pursue a claim for damages for physical bodily injury suffered carrying out **your** business activity (as stated in **your policy** schedule) which was caused by an actual or alleged act or omission of another party	**Personal injury** 1. Where the legal case is or may be against **you** 2. Where the injuries were suffered on **your property**

Contract disputes

What is covered?	What is not covered?
We agree to pay **costs** in a dispute with a **contracting party** over:	**We** will not cover **claims** in disputes:
Contracts for goods and services A contract for the sale, hire or supply of goods and services	**Contracts for goods and services** Over **construction contracts**
Contracts for construction and repairs A **construction contract** (including any variations to the **construction contract**) for work undertaken on **your property** that is in writing and which states: 1. The parties to the contract 2. The date work is to commence 3. The work to be done and the timescales for the work to be done 4. The amount of money to be paid for the work and when it is to be paid	**Contracts for construction and repairs** 1. Over construction projects estimated to cost more the **maximum construction project value** 2. Where work commenced before the **construction contract** or a variation to **construction contract** was agreed 3. Over **construction contracts** agreed or any work started before the inception of this **policy**, unless **you** had a policy that provided cover to the same effect as this **policy** and there was no break in cover, in which case, the inception date of the previous policy will apply 4. Over **construction contracts** where **you** are carrying out the works 5. If **your** business is in the construction industry
	All of Contract disputes 1. Below the minimum sum in dispute specified in the **policy schedule** 2. Over undisputed debts unless the debt is at least 90 days overdue and **you** have requested full payment in writing at least 3 times in 3 consecutive calendar months since the first due date 3. Over guarantees 4. Over contracts **you** enter into through an agent or which **you** have taken over from someone else by assignment 5. Over franchise contracts 6. Over hire purchase, credit agreements insurance or financial securities 7. Over contracts of employment 8. Over any tenancy agreement, lease or licence to use land or buildings or the sale of land and or buildings

<table>
<tr><th colspan="2">Shotgun and firearm certificate protection</th></tr>
<tr><th>What is covered?</th><th>What is covered?</th></tr>
<tr><td>We agree to pay costs for an appeal against:</td><td>We will not cover claims relating to:</td></tr>
<tr><td>1. The revocation of a certificate holder’s shotgun or firearm certificate
2. A refusal to renew a certificate holder’s shotgun or firearm certificate
3. Conditions imposed upon a certificate holder’s shotgun or firearm certificate

Provided that:

1. The shotgun or firearm certificate is required by the certificate holder in order to carry out your business description as stated in your policy schedule
2. The certificate holder has submitted a notice of appeal to the court within the timescale specified by the court</td><td>1. A criminal conviction or outstanding criminal proceedings against the certificate holder for violence, offences against the person or drug/alcohol related offences
2. An action against the certificate holder under the Mental Health Act(s)
3. Allegedly being a person prohibited from possessing or handling firearms, ammunition or air-weapons
4. Ownership or possession of a crossbow or a prohibited weapon except where undertaking occupational duties as a gamekeeper, stalker or river keeper
5. The sale of or dealing in firearms
6. Any claim arising from the failure to submit or lateness in submitting a shotgun or firearm certificate renewal application
7. A change in firearms legislation</td></tr>
</table>

<table>
<tr><th colspan="2">Agricultural tenancy rent review disputes</th></tr>
<tr><th>What is covered?</th><th>What is not covered?</th></tr>
<tr><td>We agree to pay costs for your:</td><td>We will not cover claims where:</td></tr>
<tr><td>Representation in a dispute over the rental amount of a tenancy agreement at:
1. Arbitration proceedings
(if the tenancy agreement states that the only way of resolving a dispute is by way of an independent expert or mediation then the arbitration proceedings will include a dispute over the choice of the independent expert or mediator)
2. Agricultural Land Tribunal proceedings
3. Scottish Land Court proceedings
We can only cover you if:
1. You are a party to the tenancy agreement
2. Your policy was in place before you served any formal notices relating to disputes covered by this Section of cover
3. The tenancy agreement falls under one of the following Acts:
– Agricultural Holdings Act 1986
– Agricultural Tenancies Act 1995
– Agricultural Holding (Scotland) Act 1991
– Agricultural Holding (Scotland) Act 2003</td><td></td></tr>
</table>

Basic payment scheme protection

What is covered?	What is not covered?
We agree to pay **costs** for preparation for and representation at a hearing of the Independent Agricultural Appeals Panel following a decision of the Rural Payments Agency in relation to **your** claim under the Basic Payment Scheme	

Public rights of way

What is covered?	What is not covered?
We agree to pay **costs** for **you** to oppose a definitive map modification order made by a surveying authority under s.53 (2) Wildlife and Countryside Act 1981	

What is not covered by Commercial Legal Expenses Insurance

We will not cover **you** for:

1. The defence of civil legal proceedings concerning:
    a. injury or disease including psychiatric injury and stress
    b. damage to or loss or destruction of property
    c. an alleged breach of professional duty
2. **We** will not cover any matters connected with or arising with hydraulic fracturing (fracking)
3. **Costs** incurred without or in excess of **our** written consent
4. Any **claim** relating to or arising from any cause, event or circumstance occurring before or existing at the start of this insurance and which has or which **you** knew or should reasonably have known may give rise to a dispute, legal proceedings or HMRC investigation or a **claim**
5. Any type of fine or other financial penalty imposed by a Court, Tribunal or regulatory or supervisory body or taxes, duties, interest or penalties imposed by HMRC
6. Any dispute or legal proceedings in respect of which **you** are, or but for the existence of this insurance would be, entitled to indemnity under a legal aid certificate or representation order
7. Disputes or legal proceedings between any parties specified as **you** in the **policy schedule** or with any parent, subsidiary or associated company or partner (other than disputes under **Employment disputes and Employment compensation awards**)
8. Any dispute **you** have with **your representative**, any party involved in the arrangement of this insurance or with **us**
9. Any **costs** incurred in a dispute or legal proceedings concerning, arising out of or in connection with:
    a. breach of confidentiality
    b. passing off
    c. defamation or malicious falsehood
    d. the ownership or existence of any intellectual property rights
    e. a judicial review
10. Any **costs** incurred in a dispute or legal proceedings concerning, arising out of or in connection with **your**:
    a. intentional wrongdoing
    b. act or omission with negligent disregard as to its consequences
11. Any **costs** which **you** should or would have had to incur irrespective of any dispute
12. Any benefit under this insurance to the extent of providing cover, payment of any **claim** or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation
13. The VAT element of **your claim** if **you** are registered for VAT
14. Any **claim** caused by, happening through or in consequence of terrorism, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
15. Any **claim** caused by or contributed to by or arising from nuclear reaction, nuclear radiation or radioactive contamination

Claims conditions

There are conditions contained below which must be complied with or met for **us** to provide cover under this Commercial Legal Expenses Insurance.

How and when to make a claim

The Contact details for The Claims Department can be found in the Welcome page at the start of Section K Commercial Legal Expenses Insurance

We will only cover **claims** that **you** tell **us** about during **your period of insurance.**

You must tell **us** as soon as possible when **you** become aware of any cause, event or circumstance which does or may involve **you** and which has given, or may give rise to a **claim**, dispute, legal proceedings or tax investigation.

Where **we** have accepted notification as described above, **we** will treat any later **claim** regarding that notified cause, event or circumstance as though the **claim** had been notified during the **period of insurance**.

We will send **you** an insurance claim form that must be completed and returned as soon as possible.

When we will agree to cover your claim

Our consent

We will only cover **claims** where **you** have obtained **our** consent in writing before incurring any **costs**. **We** will give **our** consent for **you** to incur **costs** provided that **you** can satisfy **us** throughout **your claim** that:

- It is reasonable and proportionate (in relation to **your claim**) to incur **costs**
- There are **reasonable prospects of success,** other than for:

  - **Employment disputes - ACAS Early Conciliation**
  - **Employment disputes - Employment Tribunals response (ET3)**
  - **Employment disputes - Pre-hearing review/Employment status disputes**
  - **Criminal defence - Interview under caution**
  - **Court attendance costs**

If during the course of **your claim you** no longer satisfy **us** of the above, cover under this **policy** for **costs** and **compensation** will be withdrawn and any **costs** incurred or **compensation** awarded on or after the date of withdrawal will not be covered whether **we** previously agreed to them or not.

We will make **our** decision on whether to cover **your claim** based on:

- A fully completed insurance claim form
- The information and documentation **we** reasonably request
- A legal opinion from **your representative** on whether **your claim** has **reasonable prospects of success** and any professional advice **we** regard necessary

If **your claim** is accepted by **us**, it does not always mean that all **costs** or **compensation** will be paid, for example **we** will not cover **costs** for things that are not directly relevant to **your claim**. **We** may also limit any cover **we** provide by time, amount or to a specific stage of legal proceedings in order to allow **us** to review **our** continued acceptance of **your claim**.

If after accepting **your claim**, it is shown that **your claim** has not been brought within the terms and conditions of the **policy,** no further cover will be provided and **we** will recover from **you** any **costs** and **compensation** **we** have paid.

Counsel's opinion

At **our** discretion **we** may also require **you** to obtain a legal opinion from Counsel at **your** expense to satisfy **us** that there are **reasonable prospects of success** and it is reasonable and proportionate (in relation to **your claim**) to incur **costs**.

If based on Counsel's opinion **we** are satisfied in respect of the above the reasonable **costs** of obtaining that opinion will be paid by **us** subject to the **excess** and the limits shown in **your policy schedule**.

Claims rejected due to a lack of reasonable prospects of success

If **we** rejected **your claim** solely due to a lack of **reasonable prospects of success**, **we** will pay **costs** that are reasonable and proportionate to the legal and/or financial remedy achieved, subject to the terms and conditions of this **policy** if:

- **You** proceeded with the legal action which formed **your claim** to its conclusion with a Court, Tribunal or equivalent having issued a judgment (excluding any settlement, mediation, alternative dispute resolution or equivalent resolution process) and were successful
- **You** were defending, the judgment found **you** were not at fault
- **You** were pursuing, the judgment awarded **you** the remedy **you** were seeking at the time **we** rejected **your claim**
- **You** tell **us** about it as soon as possible

Settlements

You must inform **us** as soon as an offer of settlement is received and **you** must obtain **our** consent before **you** make or respond to any offer of settlement.

In any settlement **you** must:

- Take into account the prospects of the case and likely future **costs** and/or **compensation**
- Try to recover as much **costs** as possible

If **you** unreasonably reject an offer of settlement which **we** recommend acceptance of or make an offer which **we** do not agree with, no further cover will be provided and **we** may seek to recover from **you costs** and/or **compensation we** have paid.

At **our** discretion, instead of covering **you** for **costs** and/or **compensation**, **we** can choose to pay:

- The damages **you** are likely to be awarded by a Court or Tribunal or
- The amount of money being claimed against **you** or the amount of money the other party will settle for, whichever is the lesser

If **we** choose to do this, then **your claim** will end and no further payments of **costs** or **compensation** will be made.

During a **claim** under **Employment disputes, Employment compensation awards, Data protection defence** and **Data protection compensation we** can require **you** to offer to pay an amount of money to the person **you** are in dispute with, if **we** have agreed to cover that amount as **costs** or **compensation**.

Co-operation

You must co-operate with **us** and **your representative** at all times during the course of **your claim** this includes:

- Allowing **us** and **your representative** to communicate directly with each other about **your** case
- Providing a full and truthful account of **your** case and with all necessary documentation or evidence
- Attending any meetings as required
- Instructing **your representative** to provide **us** with information, documentation or evidence **we** require (even if privileged) and regular updates including when anything negatively affects the factors **we** took into account in accepting **your claim**.

Recovery of costs

If the outcome of **your** case is that another party is found responsible for reimbursing **you** for some or all of **your costs**, **you** and **your representative** must make every effort to fully recover those **costs** which **you** must pay to **us**.

If the legal case was settled and the terms of the settlement do not specify the split between damages and costs then a fair and reasonable proportion of that settlement will be treated as **costs** and paid to **us**.

If any money is recovered from the other party then that money will be treated as **costs** and repaid to **us** first until all **costs** have been repaid to **us**.

Payment of costs and compensation

A copy of all invoices for **costs you** receive from **your representative** should be forwarded to **us** within 30 days of the date the invoice was issued. If **we** require, **you** must ask **your representative** to send the costs for assessment by a Court or Tribunal or to a costs lawyer of **our** choice.

You are responsible for the payment of all **costs** or **compensation**. **We** will reimburse **you** for the **costs** or **compensation** subject to the **excesses** and the limits shown in **your policy** schedule. **We** may settle these **costs** or **compensation** directly if **we** choose to do so.

Appeals

If **you** wish to appeal against the judgment or decision of a Court or Tribunal or if there is an appeal against a judgment that is in **your** favour, **we** will consider providing further cover if:

- **We** covered the initial legal proceedings that are being appealed as a **claim** and cover was not withdrawn
- The grounds for the appeal were submitted to **us** as soon as possible and before any deadline set by the Court or Tribunal

If **we** require, **you** must co-operate in an appeal against the judgment or decision of a Court or Tribunal.

Instruction and choice of your representative, Counsel and experts

In all cases **your representative** will be appointed in **your** name and on **your** behalf.

We will choose a **representative** to act on **your** behalf other than at the point of an inquiry or legal proceedings where **you** will have freedom to choose **your representative** subject to **us** approving **your** choice.

You will also have freedom to choose **your representative** if there is a legal conflict of interest between **you** and **us** subject to **us** approving **your** choice.

When selecting **your representative**, **you** must have regard to **your** duty to minimise the cost of any **claim**.

The name and address of **your** chosen **representative** must be notified to **us** in writing. **We** will accept **your** choice if:

- **We** are satisfied that **your** chosen **representative** will co-operate with **us** and enable **you** to comply with the terms and conditions of this insurance
- The **representative** has the necessary experience to deal with the dispute
- The **representative's** charging rates are fair and reasonable in regard to the dispute

A dispute arising from **your** choice of **representative** may be referred to arbitration in accordance with **Important information – How to make a complaint**.

You must not enter into any agreement with **your representative** as to the basis of calculation of **costs** without **our** written consent.

If in any **claim your representative** wishes to instruct Counsel or an expert the following must be submitted to **us** for **our** approval:

- The expert's or Counsel's name
- Details of their expertise
- Charging rates and estimated cost
- An explanation of the need for such instruction

Important information

Fraudulent Claims

If **you** or anyone acting on **your** behalf make a fraudulent **claim, we** will cancel the **policy** from the time the fraud took place, retain any premium and recover from **you** any amount **we** have paid towards the fraudulent **claim**.

Dual insurance

If any **claims** covered under this **policy** are also covered by another policy, or would have been covered if this **policy** did not exist, **we** will only pay **our** share of the **claim** even if the other insurer refuses the claim.

Financial Services Compensation Scheme

In the unlikely event Markel International Insurance Company Limited cannot meet its obligations, Markel International Insurance Company Limited are covered by the financial services compensation scheme (FSCS). **You** may be entitled to compensation up to 90% of the **claim**. Further information about compensation arrangements is available from the FSCS.

Information you have given us

In deciding to accept this **policy** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this **policy** as if it never existed and decline all **claims**.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your policy** and any **claim**. For example, **we** may:

- Treat this **policy** as if it had never existed and refuse to pay all **claims** and return the premium paid. **We** will only do this if **we** provided **you** with cover which **we** would not otherwise have done
- Amend the terms of **your policy**. **We** may apply these terms as if they were already in place if a **claim** has been negatively affected by **your** carelessness
- Reduce the amount **we** pay on a **claim** in proportion to the premium **you** have paid against the premium **we** would have charged **you**
- Cancel **your policy** in accordance with the cancellation information below

We will write to **you** or **your** insurance broker if **we**:

- Intend to treat **your policy** as if it never existed
- Need to amend the terms of **your policy**

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **us** as soon as possible.

How to make a complaint about your policy

If **you** are not satisfied with any part of **our** service then **you** should contact **us** and **we** will do **our** best to resolve the problem. **You** can contact **us** at the following:

The Customer Services Manager
Markel Legal Expenses Insurance
20 Fenchurch Street
London
EC3M 3AZ
Tel: 0345 350 1099
Email: **LEIcomplaintsuk@markel.com**

Markel Legal Expenses Insurance is a trading name of Markel International Insurance Company Limited, registered in England and Wales No: 00966670. VAT number: 245 7363 49. Registered address, 20 Fenchurch Street, London EC3M 3AZ. Markel Corporation is the ultimate holding company for Markel International Insurance Company Limited.

Markel International Insurance Company Limited is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. Financial Services Register Number 202570.

If there is a dispute between **you** and **us** that **we** cannot resolve through **our** complaints process then **you** may be able to refer the matter to the Financial Ombudsman Service who will arbitrate over the dispute as long as they have jurisdiction over the matter. **You** can contact them at the following:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Tel: 0800 023 4567 or 0300 123 9123
www.financial-ombudsman.org.uk

If **you** were sold this product online or by other electronic means and within the European Union (EU) **you** may refer **your** complaint to the EU Online Dispute Resolution (ODR) platform. Upon receipt of **your** complaint the ODR will escalate **your** complaint to **your** local dispute resolution service – this process is free and conducted entirely online. **You** can access the ODR platform on **http://ec.europa.eu/odr**.

This procedure will not prejudice **your** right to take legal proceedings.

If the Financial Ombudsman Service cannot arbitrate over the dispute then **we** and **you** will both agree on an independent arbitrator (who must be a solicitor or barrister) to arbitrate over the dispute.

Any dispute between **you** and **us** will be decided by arbitration. The arbitrator will be a single arbitrator, either a solicitor or barrister practicing in the Law of England and Wales. The arbitration will take place in England. The arbitration will be governed by both the laws of England and Wales and the Arbitration Act 1996. The apportionment of the costs of the arbitration will be decided by the arbitrator. If **we** and **you** cannot agree on the choice of an arbitrator, an arbitrator will be nominated by the President of either the Law Society or the Bar Council in England and Wales. The costs of the arbitration will be paid by the party that loses the arbitration.

How to make a complaint about the Markel advice line

The telephone legal advice is provided by Markel Law LLP and can advise on general UK law. Markel Law LLP makes no additional charge for providing these telephone services.
Markel Law LLP is authorised and regulated by the Solicitors' Regulation Authority ("SRA") under SRA number 459781 and is part of the Markel group of companies.
If you have a complaint about these telephone legal advice services you should contact The Director of Compliance, Markel Law LLP, The Observatory, Chapel Walks, Manchester M2 1HL who will provide details of the complaints procedure, including details of how the complaint will be dealt with internally and if required, by the Legal Ombudsman. For complaints about any other advice given then you should contact us using the details in Important information – How to make a complaint and we will do our best to resolve the problem.

Personal information/Privacy policy statement

The basics

We collect and use relevant information about **you**r business to provide insurance cover and to meet our legal obligations.
This information includes details such as names and addresses (and may include more sensitive details such as information about health and criminal convictions).
The way insurance works means that information may be shared with and used by a number of third parties in the insurance sector but only in connection with the insurance cover that **we** provide to **you**.

Other people's details you provide to us

We will process individual's details, as well as any other personal information **you** provide to **us** in respect of **your** insurance cover, in accordance with **our** privacy notice and applicable data protection laws.
To enable **us** to use individual's details in accordance with applicable data protection laws, **we** need **you** to provide those individuals with certain information about how **we** will use their details in connection with **your** insurance cover. As such, you agree to provide each individual concerned this notice:

- On or before the date that individual becomes insured under this **policy** or
- The date that **you** first provide information about the individual to us

We are committed to only using the personal information **we** need to provide **you** with **your** insurance cover. To help **us** achieve this, **you** should only provide to **us** information about individuals that **we** ask for from time to time

Want more details?

For more information about how we use personal information provided to us please see our full Markel privacy notice, a copy of which is available online at markelinternational.com/foot/privacy-policy or on request.

Contacting us and individual rights

Individuals have rights in relation to the information we hold about them, including the right to access their information. Please contact us by email at dataprotectionofficeruk@markel.com or by writing to the Data Protection Officer, Markel International, 20 Fenchurch Street, London, EC3M 3AZ if you are an individual wishing to exercise your rights, to discuss how we use **your** information or to request a copy of our full Markel privacy notice.

Rights of third parties

A person who is not a party to this **policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Breach of sanctions

We provide no cover for any **claim** if it means **we** would be in breach of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of The European Union, The United Kingdom or The United States of America.

Applicable law

The laws of England and Wales apply to this **policy** and any Acts of Parliament referred to are as amended.

Brexit

We provide no cover for any **claim** where the regulatory risk location is within the European Economic Area (EEA) excluding the United Kingdom of Great Britain and Northern Ireland.

Liquidation

If **you** are placed in liquidation, receivership, administration or bankruptcy or enter into a voluntary arrangement or deed of arrangement or if any application is made to the Court or if a meeting for any of these reasons is held, this **policy** will automatically terminate. If this happens, cover under **your policy** for **costs** and **compensation** will be automatically withdrawn and any **costs** incurred or **compensation** awarded on or after the date of withdrawal will not be covered whether **we** previously agreed to them or not.

Farmsure
Underwriters Limited

5 Park Plaza, Knights Way,
Battlefield, Shrewsbury SY1 3AF

Tel: 01743 460555
e-mail: info@farmsure.co.uk
Website: www.farmsure.co.uk