

Farm Policy



Cornish Mutual
Farming Insurance Experts



The Cornish Mutual Assurance Co. Ltd.

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Registered in England No. 78768.

To help us improve our service telephone calls to us may be recorded and monitored.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Preamble

We (The Cornish Mutual Assurance Company Limited) and you (the Policyholder named in the schedule) agree the following:

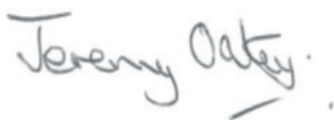
You will pay the premium;

We will provide the cover described in this policy for any loss, damage or liability that occurs during a period of insurance for which you have paid the premium;

The policy and the schedule must be read together and any word or phrase which has been explained in this policy will have that meaning wherever it appears;

This policy will be governed by English law and jurisdiction.

Signed on our behalf.



Chairman



Managing Director

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General Advice

Accurate valuation of your property

It is important that you have the right level of insurance in place to fully protect your property. The consequences of underinsurance can be very damaging as you may find that your claim is not met in full – often at a time when the money is most needed. Over-insuring your property can also leave you out of pocket as you are likely to be paying too much for your insurance. You should insure your property for the full reinstatement value (this means the cost to fully rebuild the property, not the market value). To be confident of having an accurate buildings reinstatement valuation it is best to instruct a local chartered surveyor to carry out a detailed assessment on your behalf. Alternatively, we can provide assistance using our Buildings Valuation Tool. If you decide to calculate the full reinstatement value without professional help there are numerous aspects that require careful thought. In summary, your valuation should include:

- Demolition costs;
- Site clearance costs;
- Architects and other professional fees;
- Rebuilding costs to restore the property.

Check the definition of 'buildings' that applies to your insurance policy (this may differ between insurers and policy types) to ensure that all the appropriate areas are included in your calculation. It is important to recognise the difference between a property's market value and its reinstatement value. Market value represents what the owner might get if the property is sold. The two valuations may, and generally do, vary significantly.

Listed status typically leads to additional cost implications when it comes to rebuilding. Specialist contractors may need to employ certain building techniques and use specific materials which can influence reinstatement cost and time.

Older properties are more likely to contain hazardous materials such as asbestos. Ensuring that such materials are safely dealt with can significantly increase demolition and clearance costs.

Remote properties or those with limited access can also incur increased demolition, clearance and rebuild costs.

It is important that reinstatement valuations are reviewed on a regular basis. Factors such as inflation and variations in local market labour and material costs over time can affect the accuracy of the valuation.

Health & safety guidance

For any advice on managing the health & safety of your business we would always recommend using the Health & Safety Executive's website at www.hse.gov.uk. Here you will find guidance documents on everything from writing a health & safety policy through to conducting risk assessments and providing training and a safe working environment for your employees.

Key risks within agriculture that should be properly risk assessed include handling livestock, working with farm machinery, working from height and children on farms to name a few. Control measures to mitigate these risks can be put in place such as providing appropriate PPE or RPE, ensuring machinery is properly maintained, creating physical barriers so a dangerous activity cannot be reached by visitors or avoiding an activity entirely.

There are also requirements for properly training your employees, documenting what they have completed, ensuring it was carried out by someone that is suitably experienced and qualified - refreshing that training if or when it is required.

It is also mandatory to conduct routine maintenance on farm vehicles and machinery in line with manufacturer guidance, or at regular intervals (6 – 12 monthly) as well as carrying out pre-start checks. This should be documented for each item on farm, and some might require specialist engineers such as telehandlers requiring a LOLER inspection or PSSR for pressure systems.

If you employ 5 or more employees (this can be part-time, contractor or even unpaid help) then it is mandatory to hold a written health and safety policy, HSE law poster and accident book but we would advise that it is best practice to have all these things no matter how many employees you have on your farm.

Cornish Mutual have written specific guidance to help make your farm safer, this can be accessed via the Member Area or your local Field Insurance Advisor. We also offer tailored health & safety consultancy through partner organisations.

Fire safety

Fire can be devastating; the loss of a building, machinery or stock may well have moral, legal or financial implications. The Regulatory Reform (Fire Safety) Order 2005 is a risk-assessment based regime that requires employers to take action to prevent fires and protect against death and injury of employees and relevant persons, should a fire occur.

A fire risk assessment is the basic tool to allow owners to identify the risks of a fire occurring and the precautions that can be put into place to reduce this risk such as weekly fire alarm tests, 6 monthly fire drills, fire extinguisher checks and maintenance regimes, emergency lighting and regular electrical inspections. Employers and/or business owners or occupiers must have a current valid fire risk assessment.

Cornish Mutual have written specific guidance to help make your farm fire safe, this can be accessed via the Member Area or your local Field Insurance Advisor. We also offer tailored fire safety consultancy through partner organisations.

Section A - General

Making a claim under your policy

Should you need to make a claim under this Policy please contact Member Services on 01872 277151 or by email to claims@cornishmutual.co.uk. This service is available Monday to Friday 8.30am to 7pm and Saturday 09.00 to 13.00. Outside of these hours you will be able to leave us a message.

If you have an Environmental Damage claim call 01872 277151. This service is available 24 hours a day, 7 days a week.

For Legal Expenses claims please call ARAG on 01872 270 159 or visit www.arag.co.uk/newclaims.

If you have a Legal Expenses claim this service is available Monday to Friday 9am to 5pm.

Please ensure you are able to provide details of the Insured and the policy number to enable us to advise and assist you without delay. You should contact us as soon as practicable after the incident giving rise to the claim has occurred.

The action to be taken by you in the event of any incident which may give rise to a claim is shown in the Claims conditions.

General definitions

Each time any of the following words or phrases appear in bold type (or in capital letters in the schedule) they will take the meaning shown below unless more specifically defined in a policy section.

Where words or phrases are not highlighted in this manner the everyday meaning will apply.

Bodily Injury means physical injury or disease or a recognisable psychiatric injury including death resulting therefrom.

Buildings means the farm buildings which **You** own or for which **You** are responsible at the **Farm**, including:

- a) landlord's fixtures and fittings;
- b) solar panels fixed to the Buildings;
- c) walls including boundary walls, gates and fences around and belonging to **Your** Buildings;
- d) fixed video, audio and building management and security systems and equipment;
- e) cables, wires and associated control gear and accessories;
- f) piping, ducting, inspection covers, external tanks, drains or private off-mains drainage systems and accessories for which **You** are legally responsible, which extend from your Buildings; and
- g) yards, car parks, roads, forecourts and pavements around and belonging to **Your** Buildings.

This definition of Buildings does not include glasshouses, heated poultry houses, wind turbines, ground-mounted solar panels, polytunnels, pig arcs, calf huts, refrigerated stores and other moveable or portable structures, unless they are specified on the schedule.

Business Activity means the business of the **Insured** as stated in the schedule.

Company/We/Our/Us means The Cornish Mutual Assurance Company Limited.

Damage means physical loss destruction or damage.

Employee(s) means any person working for **You** in connection with **Your Business Activity** who is:

- (i) under a contract of service or apprenticeship with **You**;
- (ii) a labour master a labour-only sub-contractor or a person supplied by either of them;
- (iii) self-employed;
- (iv) working under a recognised work experience or training scheme;
- (v) a voluntary helper;
- (vi) borrowed by or hired to **You**; or
- (vii) a director of **Your** business.

Event(s) means one occurrence or series of occurrences arising from or attributable to one source or original cause.

Excess means the amount **You** must pay towards any claim.

Farm means the farm at the Insured Address(es) shown in the schedule including land or farm buildings elsewhere which are owned, occupied, leased, rented or hired by or lent to **You** and worked as one unit with the farm.

Farm Produce means growing crops, fuel, deadstock, produce stored or awaiting despatch, consumable stores including seeds, fertilisers, manures, **Silage**, stock materials in trade and work in progress belonging to **You** or for which **You** are legally responsible or which are entrusted to **You** whilst at the **Farm** including its open yards and spaces and elsewhere as stated in this policy and the schedule.

Fixed Machinery means fixtures and fittings (not the landlord's), agricultural implements, plant and machinery (and any computers which form an integral part of them) including milking machines, robotic milkers, bulk milk tanks, grass driers and grain driers, automatic feeding equipment, cooking plant, battery cages and the like which are not moveable or are fixed to a **Building**.

Geographical Limits means England, Scotland, Wales, Northern Ireland the Channel Islands and the Isle of Man.

Heave means upward movement of the ground beneath the **Buildings** as a result of the soil expanding.

Insured/You/Your means the Policyholder named in the schedule.

Section A - General

General definitions

Landslip means downward movement of sloping ground.

Livestock means cattle, goats, sheep, pigs, deer, alpacas, llamas, horses and working dogs all owned or used by the **Insured** in connection with the **Business Activity**.

Money means cash, bank or currency notes, current postage stamps, premium bonds, uncrossed cheques, gift vouchers and travel tickets.

Portable Machinery means agricultural implements and trailers, tools, plant, machinery and equipment (including spare parts and accessories designed to be used with them) which are moveable and not fixed to a **Building** excluding:

- (a) power driven vehicles;
- (b) all terrain vehicles and quad bikes;
- (c) implements, trailers and accessories in so far as they are otherwise insured.

Poultry means chickens, turkeys, geese, ducks and game birds all owned or used by the **Insured** in connection with the **Business Activity**.

Principal means any party (other than a director trustee partner or **Employee**) on whose behalf **You** are undertaking work in connection with the **Business Activity**.

Settlement means downward movement as a result of the soil being compressed by the weight of the **Buildings** within 10 years of construction.

Silage means grass, maize or cereals cut and kept succulent by partial fermentation and stored in silos, pits, bunkers or wrapped plastic as a livestock feed.

Subsidence means downward movement of the ground beneath the **Buildings** other than by **settlement**.

Supplies means manufactured feeds, insecticides, chemicals, fuels, lubricants, sacks and containers.

Terrorism means any act including but not limited to the use of force or violence and/or the threat thereof, 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 or reasons including the intention to influence any Government and/or to put the public, or any section of the public, in fear.

Water Table means the top level of underground water where the soil is in a permanent state of saturation.

Perils

1. Fire, lightning and explosion

Fire (not occasioned by or happening through its undergoing any process involving the application of heat or its own spontaneous fermentation), lightning, explosion or earthquake.

2. Riot

Riot, civil commotion, labour and political disturbances excluding **Damage** resulting from confiscation, destruction or requisition by order of the Government or any Public Authority or from cessation of work.

3. Malicious persons

Malicious persons excluding **Damage** resulting from theft or attempted theft or from cessation of work.

4. Aircraft

Aircraft and other aerial devices or articles dropped therefrom.

5. Impact

Impact by any road or rail vehicle or animal.

Excluding:

- (a) **Damage** to **Farm Produce**;
- (b) **Damage** to animals

caused by **Your** animal or any animal under **Your** control or the control of an **Employee**.

6. Storm

Storm excluding:

- (a) **Damage** by:
 - (i) the escape of water from the normal confines of any natural or artificial water course or lake, reservoir, canal or dam;
 - (ii) inundation from the sea whether resulting from storm or otherwise.
- (b) **Damage** attributable solely to change in the **Water Table** level;
- (c) **Damage** by frost, **Subsidence**, **Heave** or **Landslip**;
- (d) **Damage** to growing crops:
 - (i) in the open;
 - (ii) under polythene covered structures which have been de-skinned or where the covering or part of the covering has been rolled up and/or;
 - (iii) under frames, cloches or Dutch, English or pit lights.
- (e) **Damage** to **Buildings** not in a good state of repair;
- (f) **Damage** to fences, gates, hedges or movable property in the open;
- (g) **Damage** to **Poultry** by heat stress;

Cover is only applicable for **Damage** to **Farm Produce** or **Supplies** if the **Building** in which it is being stored is insured against the peril of Storm.

7. Theft or attempted theft

Theft or attempted theft excluding:

- (a) **Damage** arising where **You** or any member of **Your** household or any of **Your** directors, partners or **Employees** are concerned as principal or accessory;
- (b) **Damage** to **Buildings**.

8. Fatal injury to Livestock by electrocution:

Death of **Livestock** and **Poultry** caused by accidental electrocution.

Section A - General

General exclusions

1. War risks

This Policy does not cover any liability or **Damage** directly or indirectly occasioned by or happening through war, invasion, act of foreign enemy hostilities or warlike operations (whether war be declared or not), civil commotion assuming proportions of or amounting to a popular uprising civil war, military uprising, mutiny, rebellion, revolution, insurrection, military or usurped power, martial law or confiscation or destruction or requisition by order of the Government or any Public Authority.

This exclusion does not apply to Section D Employers Liability

2. Radioactive contamination chemical biological bio-chemical and electromagnetic weapons

This Policy does not cover the following:

- (a) **Damage** to any property or any resulting loss expense or consequential loss;
- (b) any legal liability directly or indirectly caused by or contributed to by:
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - (iv) 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;
 - (v) any chemical, biological, bio-chemical or electromagnetic weapon.

Part (b) of this exclusion does not apply to Section D Employers Liability except in respect of liability of any **Principal** and liability assumed by agreement.

3. Terrorism

This Policy does not cover any claim directly or indirectly caused by resulting from or in connection with **Terrorism** regardless of any other contributory cause.

This insurance also excludes any claim directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to **Terrorism**.

If **We** allege that by reason of this exclusion any claim is not covered by this Policy the burden of proving the contrary shall be upon **You**.

This exclusion does not apply to Section D Employers Liability.

4. Electronic Risks

(a) This Policy excludes all loss, **Damage**, legal liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

(b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical **Damage** caused by such listed peril.

Listed Perils - Fire, Explosion.

(c) This Policy excludes all loss, **Damage**, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever and loss of use, reduction in functionality, cost, expense or legal liability of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

5. Sonic Bangs

This Policy does not insure **Damage** caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

General exclusions

6. Deliberate Acts

This Policy does not insure any loss or **Damage** to property or any liability caused deliberately by **You**.

7. Property Maintenance

This Policy does not insure any costs of maintaining the property covered by this Policy.

8. Events occurring before cover started

This Policy does not insure any **Damage** or **Bodily Injury** that happened before cover under this Policy started.

9. Illegal Activity

This Policy does not insure any **Damage** or **Bodily Injury** caused by or in connection with the insured property being used by **You, Your** tenant or any other lawful visitor for the conduct or attempted conduct of illegal activity.

Section A - General

General conditions

1. Failure to fairly present the risk

It is **Your** duty to make a fair presentation of **Your** business to **Us**. If **You** fail to do this and the failure is deliberate or reckless **We** may:

- refuse all claims;
- cancel the policy from the beginning and retain all premiums paid.

If the failure is non-deliberate or non-reckless **We** may:

- cancel the policy from the beginning but **We** will refund **Your** premium;
- apply different terms which may proportionately affect any claim payment.

An example of a proportionate claim payment

If **You** declare the value of an insured item to be less than it is truly worth, albeit in a non-deliberate way, **We** would work out what percentage of the correct premium **You** had paid and apply this percentage to the claim payment. For example if the premium **You** paid was £500 and the premium **You** should have paid was £550, **You** have paid 91% of the correct premium so **Your** claim payment would only be 91% of the full value of the claim.

2. Reasonable Precautions

We will not pay **Your** claim unless **You** have, throughout the period of insurance:

- (a) complied with all legal requirements and regulations imposed by any authority;
- (b) taken all reasonable precautions to prevent accident(s), loss, **Damage** or **Bodily Injury**;
- (c) maintained the **Farm**, works, machinery and plant in a good state of repair;
- (d) taken immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require;
- (e) exercised reasonable care in the selection and supervision of **Employees**; and
- (f) employed a veterinary surgeon at **Your** own expense when an insured animal is injured or ill and treated that animal in accordance with the veterinary surgeon's recommendations.

3. Alteration of Risk

If after the commencement of this insurance:

- (a) there is any alteration of risk which increases the risk of **Damage** accident or liability;
- (b) the **Farm** is undergoing major structural alterations or major repair (that does not include where workmen are allowed on the **Farm** to carry out minor repairs alterations or general maintenance not involving external scaffolding);
- (c) **Your** interest ceases except by will or operation of law;
- (d) an administrator, liquidator or receiver is appointed or where **You** enter into a voluntary arrangement;
- (e) there is any other material change in **Business Activity**;
- (f) **You** permanently move abroad.

It is a condition of this policy that immediate notice is given to **Us**.

Upon any alteration described above **We** shall be entitled to cancel the policy from the date of the alteration or impose special terms or charge an additional premium.

4. Cancellation

- (a) **Your** right to cancel

There is a 14 day cooling off period from the date **You** receive your documents. If **You** decide to cancel the policy during this time **We** will refund **Your** premium provided no claims have been made. For a cancellation at any other stage during **Your** policy year please contact **Us** and **We** will only charge **You** for the time on cover unless a claim has been made in which case **We** will keep the full premium.

- b) **Our** right to cancel

We have the right to cancel the policy by giving **You** seven days' notice in writing sent by recorded delivery to **Your** last known address explaining **Our** reason for doing so. **We** will only charge **You** for the time on cover unless a claim has been made in which case **We** will keep the full premium. Valid reasons for cancelling include but are not limited to:

- (i) non payment of premium, or any instalment of the premium;
- (ii) where **We** reasonably suspect fraud;
- (iii) where **You** fail to co-operate with **Us** or fail to give **Us** information or documentation that **We** reasonably request;
- (iv) where **You** have not provided accurate and truthful responses to the questions **We** have asked when issuing, amending or renewing the policy;
- (v) where **You** fail to comply with the policy terms and conditions;

- (vi) where a change in **Your** circumstances means **We** are unable to continue to provide cover;
- (vii) where **You** use threatening, abusive, intimidating or bullying behaviour towards **Our** staff or suppliers.

5. Adjustment of Premium

If any part of the premium has been calculated on estimates **You** shall within 30 days from the expiry of each period of insurance supply to **Us** such information as **We** may require

The premium for such period will be adjusted and the difference paid by or allowed to **You** subject to any minimum premium

6. Changes to Premium

If **You** make a change in the policy cover and it results in a charge or a refund for the period up to the renewal date of the policy then any charge or refund will only be made or given by **Us** if it exceeds £6.

7. Premium payment by instalments

- (a) if **You** agree to pay **Your** premium by monthly direct debit or a similar arrangement **You** must pay any deposit **We** ask for and make sure **Your** instalment payments are kept up to date;
- (b) if **You** make a claim, **We** may deduct any outstanding amounts due to **Us** before paying the claim.

8. Right to Survey

We have the right to carry out a survey of the **Farm** for the purposes of verifying the information provided to **Us** and to identify areas where risk improvements may be required

A separate 'Inspections surveys & audits' condition applies to the Environmental Damage cover and is detailed in that section

9. Contracts (Rights of Third Parties) Act 1999

A person or company 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.

10. Index Linking

We will automatically adjust the sums insured for **Your Buildings** in accordance with fluctuations in suitable indices of cost. This adjustment will continue after any insured loss or **Damage** provided that the work of repair or reinstatement is done without delay. At each renewal of the Policy the premium will be based on the adjusted sums insured. **We** will not reduce the sum insured on **Buildings** if the indices fall.

Section A - General

Claims conditions

Your duties

When an incident occurs that may result in a claim **You** shall:

- (a) tell **Us** immediately **You** become aware;
- (b) take all practicable steps to recover property lost and otherwise minimise the claim;
- (c) tell the police immediately if the **Damage** is caused by thieves, malicious persons, vandals or as a result of riot, civil commotion, strikes or labour disturbances;
- (d) give **Us** any information **We** require and continue to provide **Us** with any information and assistance **We** require before or after **We** pay **Your** claim under the Policy:
 - (i) within 7 days of **Damage** caused by riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons;
 - (ii) within 30 days (or sooner if required by any Pre-Action Protocols) for any other claim.
- (e) not make or allow to be made on **Your** behalf any admission, offer, promise payment or indemnity without **Our** written consent;
- (f) forward correspondence to **Us**, including every letter, claim, writ and claim form immediately upon receipt;
- (g) tell **Us** of the death of any animal immediately and obtain **Our** consent at least 24 hours before disposing of any carcass;
- (h) not acknowledge any correspondence yourself;
- (i) advise **Us** in writing or by telephoning **Us** on 01872 277151 as soon as **You** have any knowledge of any impending prosecution, inquest or inquiry in connection with the incident.

We reserve the right to reject a claim if **You** have failed to comply with any of these duties. In the event of non compliance any payment on account of the claim already made by **Us** shall be repaid to **Us**.

Additional conditions apply to Section C Environmental Damage, Sections K, L, M and N Livestock covers and Section R Legal Expenses and these are detailed in those sections.

Our rights

We may:

- (a) start, take over, defend and conduct any legal action in **Your** name;
- (b) prosecute in **Your** name for the recovery of any payment claimed under the Policy. **We** will have full discretion in the conduct and settlement of any such action;
- (c) enter any **Buildings** where **Damage** has occurred and take and keep possession of any damaged property that is subject to a claim under this Policy. **We** will not accept property abandoned to **Us**. This Policy shall be proof that **You** have authorised **Our** rights under this condition;
- (d) free ourselves from any further liability by paying to **You**:
 - (i) the limit of indemnity;
 - (ii) the sum insured; or
 - (iii) any smaller amount for which at **Our** discretion the claim can be settled.

after deducting any payments already made. **We** will pay legal costs that have been incurred with **Our** prior consent up to the date of such payment. **We** will then relinquish control of the claim.

Additional conditions apply to Section C Environmental Damage cover, Sections K, L, M and N Livestock covers and Section R Legal Expenses and these are detailed in those sections.

Claims conditions

Arbitration

Provided **We** have admitted liability for a claim any dispute as to the amount to be paid shall be resolved by arbitration in accordance with the statutory provisions in force at the time by:

- (a) an agreed arbitrator or if an arbitrator cannot be agreed;
- (b) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days written notice to the other party.

You must not take legal action against **Us** over the dispute before the arbitrator has reached a decision.

A separate 'Dispute resolution' condition applies to Section C Environmental Damage and is detailed in that section.

Other Insurance

We will not make any payment for any claim that results from an incident that is covered by any other insurance that **You** hold in the event that any other Policy that **You** hold with any other insurance company excludes payment under that Policy where more than one insurance exists.

Where any other insurance Policy that **You** hold provides an exclusion that each and every insurance company should pay their rateable proportion of any claim that is insured more than once, it is the intention of this clause that **We** will pay the appropriate rateable proportion.

Fraudulent Claims

If **You** make any claim which is fraudulent or false no payment shall be made. **We** may cancel the Policy with effect from the date of the fraudulent act by serving **You** notice and retain all premiums that have been paid.

This condition does not apply to any beneficiary under the Policy who is not party to the fraudulent act.

Subrogation waiver

Subrogation means **Our** right to take action against a third party to recover any claims payments made by **Us**. If there is a claim **We** will not take this action against any company that is:

- (a) **Your** parent company or any of their subsidiaries;
- (b) a subsidiary of **Your** company.

We will use the relevant legislation in force at the time of the **Damage** to decide what a parent company is and what a subsidiary company is.

In addition, **We** will not take this action against any of **Your** tenants if the tenant or lessee pays towards the cost of insuring the property against the **Event** that caused the **Damage**, unless the **Damage** is caused by a criminal, fraudulent or malicious act of the tenant or lessee.

Section B – Public & Products Liability

The schedule will show if this section applies and the cover is in force.

Definitions

Each time any of the following words or phrases appear in this section in bold type (or in capital letters in the schedule) they will take the meaning shown below or if not defined below in the General Definitions.

Where words or phrases are not highlighted in this manner the everyday meaning will apply.

Asbestos means asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos.

Business Activity means the activity(ies) of the **Insured** as stated in the business description in the policy schedule and which is conducted solely from premises in the **Geographical Limits** including:

- (a) the ownership repair and maintenance of **Your** property and premises;
- (b) the provision of catering, social, sports, educational and welfare facilities and first aid, medical and ambulance services for the benefit of **Employees**;
- (c) the provision of fire and security services maintained only for the protection of premises owned or occupied by **You**;
- (d) private work undertaken by an **Employee** with **Your** prior consent for a director trustee partner or **Employee** of **Yours**;
- (e) participation in trade shows exhibitions or farmers markets for sale or exhibition of **Your** own **Products** or services;
- (f) use of the **Farm** for **Small Events**.

Contract Works means:

- (a) work executed or in the course of execution, including materials and plant, in connection with contracts undertaken by **You**; and/or
- (b) property which **You** are required to insure under clause 21.2.1 or 6.5.1 of the Joint Contracts Tribunal (JCT) Standard Form of Building Contract or any clause of similar intent in an equivalent contract.

Dangerous Activity means any amusement display competition or fund raising activity held on the **Farm** involving activities such as:

- (i) fireworks or bonfires;
- (ii) inflatable play equipment;
- (iii) fairground rides or mechanical or electrical rides of any kind;
- (iv) ballooning or flying of any description;
- (v) quad bikes, go-karts or motor sports of any kind;
- (vi) mountain boarding, mountain biking or cycling of any kind;
- (vii) trampolines, gymnastic apparatus, zip wires or any apparatus requiring the use of safety harness or ropes to prevent or arrest falls from height;
- (viii) circus acts or stunt acts;
- (ix) shooting ranges for guns;
- (x) pyrotechnical devices;
- (xi) animal rides;
- (xii) the use of any aircraft, hovercraft, train, watercraft or road vehicle.

Data means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware.

Pollution means:

- (a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- (b) all **Bodily Injury**, loss or **Damage** directly or indirectly caused by such pollution or contamination.

Products means goods (including their containers, labelling and instructions) sold, supplied, repaired, serviced, altered, renovated, processed, installed or tested by **You** in the course of the **Business Activity**.

Small Events means private family celebrations (such as a birthday or wedding) or a religious festival (such as Christmas) or local celebrations such as fetes, festivals or activities arranged by not-for-profit organisations such as clubs, community groups, village committees and fund raising groups with a maximum of 100 attendees excluding any **Dangerous Activity**.

Section B – Public & Products Liability

Cover

| What is covered | What is not covered |
|--|--|
| <p>(1) We will pay all sums which You shall become legally liable to pay as compensation for:</p> <ul style="list-style-type: none"> (a) accidental Bodily Injury of any person (b) accidental Damage to property not belonging to You or in Your charge or under Your control or that of an Employee (c) nuisance, trespass to land, trespass to goods or interference with any easement of air, light, water or way (d) wrongful arrest, detention or false imprisonment of any person <p>happening during the period of insurance and caused in connection with the Business Activity.</p> <p>Section Limits</p> <p>The total amount We will pay for:</p> <ul style="list-style-type: none"> (a) any one Event (b) all Events occurring in any one Period of Insurance attributable to: <ul style="list-style-type: none"> (i) Products (ii) Pollution <p>shall not exceed the limit of indemnity shown in the Schedule.</p> <p>(2) This insurance extends to include legal liability happening during the period of insurance and arising in connection with the Business Activity:</p> <ul style="list-style-type: none"> (a) from an Event occurring outside the Geographical Limits, caused by: <ul style="list-style-type: none"> (i) You or Your directors, partners or Employees while temporarily outside the Geographical Limits; (ii) Products supplied from within the Geographical Limits; (b) from loss of or Damage to: <ul style="list-style-type: none"> (i) any building, including its contents, temporarily in Your custody or control or that of Your directors, partners or Employees (but not owned, hired, let or rented by You) for the purposes of carrying out work. (ii) any building (including landlord's fixtures and fittings therein) hired, let or rented to You but this extension shall not apply to Damage by any cause against which the lease or tenancy agreement stipulates that insurance shall be effected by the lessee or tenant; (iii) directors' or Employees' property; (iv) customers' or visitors' property while temporarily on the premises (except property for alteration, cleaning, inspection, repair, servicing or storage). | <p>(a) The Excess</p> <p>We will not pay any Excess shown in the Schedule.</p> <p>(b) Bodily Injury to any Employee.</p> <p>We will not pay any claim for Bodily Injury to any Employee.</p> <p>(c) Aviation, Marine or Nuclear</p> <p>We will not pay any claim which arises from:</p> <ul style="list-style-type: none"> (i) the manufacture, repair, supply or distribution of aircraft or ships, or, with Your specific knowledge, of machinery or components with aviation or marine applications; (ii) Products used in connection with any power station or nuclear installation which affects or could affect the safety or operation of such installations. <p>(d) Harmful products</p> <p>We will not pay any claim which arises from the manufacture, supply or distribution of Asbestos or Asbestos products, chemicals of an explosive, toxic or noxious nature, or munitions.</p> <p>(e) Gradual Pollution</p> <p>We will not pay for any Pollution other than caused by a sudden, identifiable, unintended or unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All such Pollution which arises out of one incident will be deemed to have occurred at the time the incident takes place.</p> <p>(f) Motor vehicles</p> <p>We will not pay any claim arising from ownership, possession or use by You or on Your behalf of any mechanically propelled vehicle or plant (including attached trailers) where indemnity is provided by any motor insurance policy or in circumstances where insurance or security is required under any road traffic legislation.</p> <p>This exclusion does not apply in respect of:</p> <ul style="list-style-type: none"> (i) Loading and unloading; (ii) Liability arising solely from the use as a tool of trade unless compulsory motor insurance or security is required; or (iii) The Contingent Motor Liability or Movement of Obstructing Vehicles extensions. <p>(g) Exports to the United States or Canada</p> <p>We will not pay any claim arising from known exports of any Products directly or indirectly to the United States of America or Canada.</p> |

Section B – Public & Products Liability

| What is covered | What is not covered |
|---|--|
| <p>We will in addition pay costs and expenses incurred with Our consent, including the cost of representation at any Coroner's Court, Fatal Accident Inquiry or court of Summary Jurisdiction, subject to any relevant limits shown in the extensions of this policy section.</p> | <p>(h) Advice</p> <p>We will not pay any claim arising from advice, design, specification or treatment provided by or through You or Your directors, partners or Employees for a fee or in circumstances where a fee would normally be charged.</p> <p>(i) Equipment loaned, leased or hired</p> <p>We will not pay any claim arising from the use of plant or equipment loaned, leased or hired to any other party by You.</p> <p>(j) Aircraft, watercraft and railways</p> <p>We will not pay any claim arising from the ownership, possession or use by You or on Your behalf of:</p> <ul style="list-style-type: none"> (i) any vessel or craft designed to travel through air or space; (ii) hovercraft or watercraft or any other vessel or craft designed to float on or in or travel through water other than hand-propelled watercraft; (iii) any railway, siding or rolling stock. <p>This exclusion shall not apply to any non-mechanically propelled watercraft of less than 5 metres in length whilst operated on inland waterways within the Geographical Limits.</p> <p>(k) Own property</p> <p>We will not pay any claim arising from Damage to:</p> <ul style="list-style-type: none"> (i) material property owned by You; (ii) material property in Your custody or control or that of Your directors, partners or Employees other than as insured under (2)(b); <p>(l) Contract Works</p> <p>We will not pay any claim arising from Damage to Contract Works.</p> <p>(m) Defective workmanship</p> <p>We will not pay for Damage to part of any material property on which You or anyone acting on Your behalf is or has been working if the loss or Damage results directly from such work.</p> <p>(n) Product damage or product recall</p> <p>We will not pay any claim in respect of:</p> <ul style="list-style-type: none"> (i) Damage to Products; (ii) the cost of recalling, altering, repairing, replacing or making any refund in respect of Products or Contract Works. <p>(o) Contractual liability</p> <p>We will not pay any claim which arises:</p> <ul style="list-style-type: none"> i) only because of an agreement relating to: <ul style="list-style-type: none"> (a) the sale or supply of Products; (b) a building hired, let or rented to You; ii) under the terms of any other contract or agreement unless such liability would have attached in the absence of such contract or agreement. |

Section B – Public & Products Liability

| What is covered | What is not covered |
|-----------------|--|
| | <p>(p) Fines or penalties</p> <p>We will not pay any liquidated, punitive or exemplary damages, fines or penalties, including HSE fees for intervention.</p> <p>(q) Claims from the United States or Canada</p> <p>We will not pay any claim which arises from an action brought in a court of law in the United States of America or Canada or in a country which operates under the laws of the United States of America or Canada, or from any proceedings to enforce a judgement in such an action.</p> <p>(r) Asbestos</p> <p>We will not pay any claim directly or indirectly arising out of or resulting from or in consequence or in any way involving the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing Asbestos.</p> <p>This exclusion shall not apply in respect of such removal, storage or disposal provided that:</p> <ul style="list-style-type: none"> (i) the amount of any claim occurring during any one Period of Insurance shall not exceed £2,000,000 in the aggregate or the amount of the Limit of Indemnity for this Section as stated in the Schedule, whichever is lower; (ii) such activity does not form part of Your usual Business Activity; (iii) the discovery of Asbestos is unintentional and accidental; (iv) upon discovery of Asbestos or Products made entirely or mainly of Asbestos all work stops immediately; (v) an HSE licensed Asbestos removal contractor who has Employers' Liability and Public and Products Liability insurances in force that: <ul style="list-style-type: none"> (1) provide Limits of Indemnity no less than those stated in the Schedule; and (2) do not exclude the work to be carried out is contracted if legally required to make safe the area in which the discovery is made as soon as is practicable. <p>(s) Fertilisers, Feedstuffs, Drugs and Medicines</p> <p>We will not pay any claim arising from the manufacture, making-up, dispensing, supply or distribution of fertilisers, feedstuffs, pharmaceuticals, drugs or medicines other than the dispensing supply or distribution of proprietary preparations in unopened containers as supplied by the manufacturers.</p> |

Section B – Public & Products Liability

| What is covered | What is not covered |
|-----------------|--|
| | <p>(t) Genetically modified products</p> <p>We will not pay any claim arising from:</p> <ul style="list-style-type: none"> (i) the production, supply of, or presence on the premises of any genetically modified Products, where liability may be attributed directly or indirectly to the genetic characteristics of the Products; (ii) the spread or the fear of spread of genetically modified organism characteristics into the environment or any change to the environment arising from research into testing of or production of genetically modified organisms. <p>(u) Overseas residency</p> <p>We will not pay any claim arising from any action for damages brought against You in any country outside the European Union, the Channel Islands or the Isle of Man in which You occupy premises or are represented by any resident Employee.</p> |

Section B – Public & Products Liability

Extensions

| What is covered | What is not covered |
|---|--|
| <p>1 Defence costs</p> <p>We will pay costs and expenses incurred with Our consent by You or Your directors, partners or Employees in defending legal proceedings (including appeal) arising out of any prosecution, inquiry, emergency control order, forfeiture, improvement notice, order to warn, prohibition notice, prohibition order or suspension notice brought for a breach of:</p> <ul style="list-style-type: none"> (a) the Health & Safety at Work etc. Act 1974, the Health and Safety Inquiries Procedure Regulations 1975 and the Health and Safety at Work (Northern Ireland) Order 1978; (b) Part II of the Consumer Protection Act 1987; (c) the Food Safety Act 1990 and the Food Safety (Northern Ireland) Order 1991; (d) Work at Height Regulations 2005; (e) Provision and Use of Work Equipment Regulations 1998; (f) Control of Vibration at Work Regulations 2005; (g) Gas Safety (Installation and Use) Regulations 1998; (h) Dangerous Substances and Explosive Atmospheres Regulations 2002; (i) Construction (Design & Management) Regulations 2007 <p>or any subsequent amendments or additions to any of the above legislation, alleged to have been committed during the period of insurance in connection with the Business Activity.</p> <p>Any appeal will only be funded by Us if Queens Counsel has advised that it is more likely for an appeal to be successful than not. A different Queens Counsel must be used for this purpose to any that may have been involved prior to the conviction.</p> <p>2 Defective Premises Act 1972</p> <p>We will pay any costs You become legally liable to pay (in relation to Property previously owned or occupied by You) for Your legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of Bodily Injury or Damage which occurs within a period of seven years from the expiry or cancellation on this Policy.</p> <p>3 Corporate manslaughter defence costs</p> <p>We will pay legal costs and expenses incurred with Our prior consent in connection with the defence of any criminal proceedings, or an appeal against conviction which arises from criminal proceedings, for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the period of insurance in the course of the Business Activity.</p> | <p>No cover is provided:</p> <ul style="list-style-type: none"> (a) where the proceedings relate to Bodily Injury to an Employee; (b) in respect of fines or penalties of any kind, including HSE Fees for Intervention; (c) if payment has already been provided or will be provided under the Corporate Manslaughter Defence Costs extension of this Policy; (d) where the proceedings have resulted from any deliberate act or omission by : <ul style="list-style-type: none"> (i) You or any director, trustee or partner of Yours; (ii) any Employee of Yours who has specific responsibility for compliance with the relevant legislation which could reasonably have been expected to constitute a breach of the legislation. <p>The total amount We will pay in respect of any one Event shall not exceed £500,000.</p> <p>We will not pay the VAT element of any claim where You are able to recover VAT.</p> <p>No cover is provided in respect of the cost of remedying any defect or alleged defect in the premises disposed of.</p> <p>The total amount We will pay in respect of damages for any one Event shall not exceed the Limit of indemnity shown in the Schedule.</p> <p>No cover is provided:</p> <ul style="list-style-type: none"> (a) where the proceedings relate to Bodily Injury to an Employee; (b) in respect of any proceedings which result from Your deliberate act or omission or the deliberate act or omission of any trustees, managerial Employees, partners or directors of Yours while acting in their corporate capacity and which could reasonably have been expected having |

Section B – Public & Products Liability

| What is covered | What is not covered |
|--|--|
| <p>Provided that:</p> <p>(a) where We have already agreed to pay legal costs incurred in the defence of any criminal proceedings arising out of the same Event which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide any amount already paid by Us will be taken into account in calculating Our liability under this extension;</p> <p>(b) You must obtain Our prior consent before the appointment of any solicitor or counsel who is to act for You and on Your behalf;</p> <p>(c) any appeal will only be funded by Us if Queens Counsel has advised that it is more likely for an appeal to be successful than not. A different Queens Counsel must be used for this purpose to any that may have been involved prior to the conviction.</p> <p>4 Personal representatives</p> <p>Unless We specifically state otherwise in the event of Your death the cover under this section will extend to include Your personal representatives in respect of any legal liability for which You would have been entitled to reimbursement had the claim been made against You.</p> <p>5 Payment to principal</p> <p>Unless We specifically state otherwise, if the following people have a claim made against them for which You would be insured by this Section if the claim were made against You, at Your request We will pay for any amounts for which they are legally liable:</p> <p>(a) any Principal;</p> <p>(b) any trustee, partner or Employee of Yours;</p> <p>(c) any officer or member of Your canteen, social, sports and welfare facilities and fire, first aid, ambulance and security services (but excluding medical or dental practitioners) in their individual capacities as such;</p> <p>(d) any trustee, partner or Employee of Yours in respect of private work carried out with Your prior consent by an Employee for such trustee, partner or Employee provided that such people shall keep to the terms, conditions and limitations of this Policy.</p> <p>6 Cross liabilities</p> <p>If You consist of more than one party (and in the case of partnerships this shall mean each individual partner) this Section shall apply as though each were insured separately provided that the maximum amount payable in respect of damages arising out of one Event shall not exceed the Limit of indemnity shown on the Schedule.</p> <p>7 Compensation for court attendance</p> <p>If We request any of the following categories of people to attend court as a witness in connection with a claim under this section of the policy We will provide You with the</p> | <p>regard to the nature and circumstances of such act or omission;</p> <p>(c) in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders.</p> <p>The total amount We will pay under this extension shall not exceed £1,000,000 for any Event occurring in any one period of insurance. This limit will form part of and not be in addition to the Limit of indemnity stated in the Schedule.</p> <p>We will not pay the VAT element of any claim where You are able to recover VAT.</p> |

Section B – Public & Products Liability

| What is covered | What is not covered |
|---|---|
| <p>following rates of compensation for each day, or part of a day, on which attendance is required.</p> <p>(a) Any of Your directors trustees or partners £500</p> <p>(b) Any Employee £250</p> <p>8 Contingent motor liability</p> <p>Notwithstanding exclusion (f), motor vehicles, We will pay all sums which You alone shall become legally liable to pay as compensation for Bodily Injury or Damage happening during the period of insurance, arising out of the use by any Employee in the course of the Business Activity of any mechanically propelled vehicle which is neither owned by nor provided by You.</p> <p>Note: This cover is not intended to meet the requirements of the Road Traffic Acts. You are required by law to obtain appropriate cover, accompanied by a Certificate of Insurance, for every vehicle used in the course of Your Business Activity.</p> <p>9 Overseas personal liability</p> <p>We will pay all sums which You and if You request any Employee, director, trustee or partner shall become personally liable to pay compensation for Bodily Injury or Damage happening during the period of insurance and arising other than in connection with the Business Activity or any business of the person claiming indemnity while such persons are temporarily outside the Geographical Limits in connection with the Business Activity.</p> <p>10 Moral Obligation</p> <p>In connection with the Business Activity only, where requested by You, We will pay for Damage to:</p> <p>(1) The personal effects of visitors to Your premises (including their vehicles); and/or</p> <p>(2) Other Property arising from:</p> <p>a. Your Livestock trespassing, escaping or being driven;</p> <p>b. Your dogs;</p> <p>c. Stones or other objects (other than sprays or chemicals) being thrown up by Your agricultural vehicles or machinery; and/or</p> <p>d. Falling trees, branches, walls, or any part of the structure of buildings situated at Your premises for which You are not legally liable.</p> <p>The most We will pay in total during any one period of insurance is £2,500.</p> | <p>No cover will be provided in respect of :</p> <p>(a) Damage to such vehicle or any property contained or being transported within it;</p> <p>(b) Bodily Injury or Damage arising while the vehicle is being driven by You or any person You know or ought to know does not hold a licence to drive such a vehicle;</p> <p>(c) circumstances where You are entitled to indemnity under any other insurance;</p> <p>(d) Bodily Injury or Damage arising outside the Geographical Limits.</p> <p>The total amount We will pay in respect of damages for any one Event shall not exceed the limit of indemnity shown in the schedule.</p> <p>No cover will be provided by this extension:</p> <p>(a) for any liability which attaches solely because of a contract;</p> <p>(b) for any liability arising out of the ownership or occupation of land or buildings;</p> <p>(c) where cover is provided by any other insurance;</p> <p>(d) for any liability arising from any craft designed to travel in on or through water air or space;</p> <p>(e) for any liability arising from any electrically or mechanically powered vehicle other than a battery powered wheelchair or mobility scooter.</p> <p>The total amount We will pay in respect of damages for any one Event shall not exceed the limit of indemnity shown in the schedule.</p> |

Section B – Public & Products Liability

| What is covered | What is not covered |
|--|--|
| <p>11 Movement of Obstructing Vehicles</p> <p>We will pay all sums which You shall become legally liable to pay as compensation arising from:</p> <ol style="list-style-type: none"> 1. Accidental Bodily Injury; and / or 2. Accidental Damage to Property <p>happening during the period of insurance, arising from the movement of any mechanically propelled vehicle by You or any Employee where such vehicle is causing an obstruction and interfering with the normal operation of Your Business Activity.</p> <p>Provided that:</p> <ol style="list-style-type: none"> 1. The vehicle is not owned, leased, borrowed, or hired by You; 2. The movement is limited to vehicles parked on or obstructing Your premises or access to any site at which You are working, 3. The vehicle to be moved will be driven by a person who is competent and to Your knowledge holds a licence to drive the vehicle, and 4. The vehicle to be moved is driven by use of its own ignition key. | <p>We will not pay:</p> <ol style="list-style-type: none"> a) for Damage caused to the vehicle (including attached trailers) being moved; and/or b) where Road Traffic legislation requires compulsory motor insurance or security. <p>The total amount We will pay in respect of damages for any one Event shall not exceed the limit of indemnity shown in the schedule.</p> |

Claims settlement provisions

(i) **We** will not be liable to make a payment under more than one item listed in this Section in respect of **Damage** caused by the same **Event**.

(ii) **We** will settle a claim for damages by payment on the basis of the liability incurred, subject to any relevant monetary limit and/or **Excess** specified in this section or in the Schedule.

Where **We** are liable to make payments to more than one person the total amount payable to all parties including **You** in respect of damages arising from one **Event** shall not exceed the limit of indemnity shown in the Schedule.

Please refer to the General Section for full Claims Conditions.

Section C – Environmental Damage

The schedule will show if this section applies and the cover is in force.

Note (not forming part of the policy):

It is important that as soon as **You** become aware of any **Claim** being made against **You** or any **Incident** or any circumstances that might reasonably be expected to bring about a **Claim** or **Incident**, **You** notify us in writing or call the Environmental Damage Claims telephone number highlighted in the Claims Conditions part of this section.

This insurance is provided on a 'Costs Inclusive' basis. This means that legal costs are included within the limit of indemnity specified in the schedule.

If **We** agree to include additional **Insureds** to the policy, please refer to the revised terms which will apply to this section. **We** will provide you with these revised terms at the relevant time.

Definitions

Each time any of the following words or phrases appear in this section in bold type (or in capital letters in the schedule) they will take the meaning shown below or if not defined below in the General Definitions.

Where words or phrases are not highlighted in this manner the everyday meaning will apply.

1. Biological contaminants means mould, mildew, fungi or bacterial matter including any substance produced by, emanating from, or arising out of any such biological contaminants.

2. Bodily injury means physical injury, sickness, disease, mental anguish or emotional distress including death resulting therefrom.

3. Business activity means the day to day business as described in the schedule and as undertaken throughout the European Economic Area, which shall include, but not be limited to:

- (a) **Your** day to day activities on property **You** own, or lease;
- (b) **Your** day to day activities at or on third party premises;
- (c) transportation by **You** or on **Your** behalf and associated with **Your Business activity**.

4. Claim(s) means a written demand from someone who is not an **Insured** (including but not limited to a body designated by a member state as responsible for enforcing obligations provided for in the European Union Directive 2004/35/EC on environmental liability and/or any equivalent local legislation that implements it) seeking a remedy or asserting liability against **You** for **Loss**.

5. Clean-up costs means costs, charges and expenses, including reasonable and necessary legal expense incurred with our written consent (such consent not to be unreasonably withheld or delayed), to investigate, neutralise, remove, remediate, monitor and dispose of **Pollutants** to the extent required by **Environmental laws**, or that have actually been incurred by any governmental entity duly acting under the authority of **Environmental laws**, or that have actually been incurred by third parties where required by **Environmental laws**.

Clean-up costs shall also include:

- (a) **restoration costs**; or
- (b) **mitigation expenses**.

Clean-up costs shall not include **Defence expense** or **Environmental damage expense**.

6. Deductible means the amount stated in the schedule as applicable to the Environmental Damage Section of the Policy applied in accordance with the 'Limits and deductibles' part of this section.

7. Defence expense means reasonable and necessary legal fees and all other charges costs and expenses that **You** have to pay resulting from the investigation, adjustment, defence and appeal of a **Claim**. Defence expense shall include any settlement or cost order or demand for claimants or government entity costs arising out of any **Claim**. Defence expense shall not include **Your** internal expenses or the salaries of **Your Employees**.

8. Emergency situation means an unplanned and unexpected event following which **You** have a legal duty to take immediate action to reduce, mitigate, remediate or prevent any further **Incident**, **Claim** or further **Loss** under this policy.

9. Environmental damage means the measurable:

- (a) adverse change to water, land, protected species or natural habitats; or
- (b) impairment of a natural resource service caused by an emission, event, incident or activity; and

for which **You** are legally responsible under European Union Directive 2004/35/EC on environmental liability and/or any local legislation that implements it.

Section C – Environmental Damage

10. Environmental damage expense means reasonable and necessary costs, charges and expenses to investigate and/or undertake Primary, Compensatory or Complementary Remediation required pursuant to the European Union Directive 2004/35/EC on environmental liability and/or any local legislation that implements it.

Primary Compensatory or Complementary Remediation are as defined by the European Union Directive 2004/35/EC on environmental liability and/or any local legislation that implements it.

11. Environmental laws means any applicable European Community directive, regulation or decision, any national statute, statutory instrument, regulation, by-law, rule, regulation, ordinance, circular or guidance provided that they have the force of law, or any permit, consent, licence, notice, order or instruction of any national or local governmental or statutory authority, agency, court or like entity.

12. Extended reporting period means the period as stated in the schedule.

13. Genetically modified product means a genetically modified item, animal and/or crop (including materials, parts, equipment, containers, labelling and packaging relating to such item, animal and/or crop).

14. Imminent threat means a reasonable likelihood that **Environmental damage** or a **Pollution condition** will occur if a fault within a facility, structure or piece of equipment is not repaired or remediated within 72 hours from when the fault is first identified, provided that such a fault has:

- (a) suddenly arisen; and
- (b) not been allowed to arise through a failure to maintain property, equipment and all other assets related to **Your Business activity** in good repair.

15. Incident means:

- (a) any **Pollution condition**;
- (b) any actual or potential **Environmental damage**; or
- (c) any identified **Imminent threat** or **Emergency situation**.

16. Loss means as applicable:

- (a) **Environmental damage expense**; or
- (b) **Clean-up costs**; or
- (c) **Defence expense**; or
- (d) **Third party damages expense**.

17. Mitigation expense means reasonable and necessary costs incurred to mitigate a **Pollution condition** constituting an **Emergency situation** whereby in the absence of such mitigation:

- (a) **Bodily injury** or **Property damage** to third parties will occur; or
- (b) **Environmental damage** will occur; or
- (c) pursuant to **Environmental laws**, **clean-up costs** will be incurred.

Mitigation expense does not include costs associated with capital improvements, betterment, or routine maintenance.

18. Nuisance includes statutory public or private nuisance arising from a **Pollution condition**.

19. Policy period means the period of insurance as stated in the schedule to this policy or any shorter period arising as a result of cancellation.

20. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

21. Pollution condition means the emission, discharge, dispersal, migration, release or escape of **Pollutants** provided such are not naturally occurring. The entirety of any such **Pollution condition** or any series of interrelated, associated, repeated or continuous **Pollution condition** shall be deemed to be one **Pollution condition**.

22. Property damage means:

- (a) Physical injury to or destruction of tangible property including all resulting loss of use and diminution in value of that property; or
- (b) Loss of use, but not diminution in value, of tangible property that is not physically injured. For the avoidance of doubt this includes loss of, or interference with, amenity or enjoyment of property.

23. Responsible insured means any officer, director, partner, manager or supervisor of the **Insured**.

24. Restoration costs means reasonable and necessary costs incurred by the **insured** with our consent (which shall not be unreasonably withheld or delayed), to restore, repair or replace real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring **clean-up costs**.

Restoration Costs shall also include the reasonable and necessary costs that you incur with **Our** approval (which **We** will not unreasonably withhold or delay), to restore, repair or replace your buildings or facilities damaged during work performed in the course of incurring **clean-up costs**, to a standard which aims to reduce their impact upon the environment and the costs of such environmental works shall not to exceed 15% of the total **Restoration Costs** for any one occurrence but in any event

Section C – Environmental Damage

costs of such environmental works shall not exceed £1,000,000 in the aggregate, such limit to be within and part of the **Policy Aggregate Limit**. Such environmental works may include but are not limited to:

- (i) using sustainable construction materials;
- (ii) modifying design and/or materials in order to reduce atmospheric emissions or improve energy efficiency.

Restoration Costs shall not include:

- (a) any cost associated with the regular maintenance, betterment, or upgrade or improvement of **Your** own or leased equipment structures or facilities (but excluding any environmental works outlined above);
- (b) the replacement of any equipment, buildings or facilities that were not damaged by the work performed in the course of incurring **clean-up costs**;
- (c) restoration, repair or replacement costs exceeding the net present value of your equipment, structures or facilities immediately prior to incurring **clean-up costs**;
- (d) **Defence Expense**.

25. Retroactive date means the date set out as such in the schedule.

26. Section limit means the applicable limit of liability attaching to this section (Environmental Damage) as stated in the schedule.

27. Third party damages expense means monetary awards or settlements of compensatory damages arising out of **Bodily injury, Property damage** or **Nuisance** to a third party and where allowable by law, aggravated, exemplary or multiple damages for such **Bodily injury, Nuisance** and **Property damage**.

28. Underground storage tank system means a tank or tanks used to contain petroleum or chemical products which has at least ten (10) percent of its volume beneath the surface of the ground including any connected underground piping, underground ancillary equipment and containment system.

Cover

We will pay on **Your** behalf all **Loss** described below arising from an unexpected and unintended **Claim, Incident** or legal obligation to pay **Environmental damage expense** and it is a condition precedent to **Our** liability under this section that any such:

- (i) awareness of **Your** legal obligation to pay **Loss** first occurs; or
- (ii) **Claim** is first made against **You**; or
- (iii) an **Incident** first occurs.

during the **Policy period** and is reported to **Us** in accordance with the 'Claims conditions' part of this section.

A. Defence expense

Defence expense in response to **Claims** otherwise covered by this section.

B. Environmental damage

Environmental damage expense that **You** become legally obligated to pay as a result of **Environmental damage** or an **Imminent threat** associated with **Environmental damage** on or after the **Retroactive date** arising solely as a consequence of **Your Business activity**.

C. Business activity

Clean-up costs that **You** become legally obligated to pay as a result of:

- (a) **Claims** arising from a **Pollution condition**; or
- (b) an **Emergency situation**.

on or after the **Retroactive date** arising solely as a consequence of **Your Business activity**.

Section C – Environmental Damage

Conditions

1. Reasonable care

You must take all reasonable care to prevent **Claims** or **Loss** and to maintain property, equipment and all other assets related to **Your Business activity** in good repair and to comply with all environmental licences and permits, statutory obligations and regulations.

2. Extended reporting period

If **You** do not renew this section **You** have the right to the period of time stated in the schedule following the date of expiration in which to give notice of any covered **Loss**.

3. Assignment

You may not assign this section or any rights contained within it without **Our** prior written consent which **We** will not unreasonably withhold or delay.

4. Inspections surveys & audits

We or **Our** appointed representatives have the right but are not obligated to make inspections, surveys or audits of **Your Business activity** at **Our** expense and at reasonable notice to **You** but during the **Policy period**. Any inspections, surveys or audits **We** undertake relate only to the insurability of the risk and the premiums to be charged.

5. Dispute resolution

If any dispute arises in relation to this section the parties will initially try to settle it by mediation in accordance with the Centre for Dispute Resolution Model Mediation Procedure.

If the dispute cannot be resolved by mediation within a period of 3 months from the commencement of mediation the dispute shall be referred to arbitration in London by a tribunal of three arbitrators under the provisions (both mandatory and non-mandatory) of the Arbitration Act 1996. Within 28 days of the failure of mediation each party will select a separate arbitrator with the third selected by the two party appointed arbitrators. If the two arbitrators cannot agree then the third arbitrator will be appointed by the President for the time being of the Chartered Institute of Arbitrators.

Each arbitrator will be suitably qualified and be from either the environmental insurance or legal professions.

The decision of this tribunal will be final and binding on all parties. The cost for the tribunal will be shared equally between all parties irrespective of its outcome.

Section C – Environmental Damage

Claims conditions

In the event of an **Incident, Loss** or **Claim**

1. When to notify – Condition precedent:

- a. It is a condition precedent to **Our** liability under this section that **You** shall notify **Us** in writing, or by using the Environmental Damage Claims telephone number highlighted below, as soon as practicable, but in no event later than the end of the **Policy period** in which the **Incident** is identified, the **Claim** is received or the awareness of **Your** legal obligation to pay **Environmental damage expense** occurs, of any **Incident, Claim** or **Loss**.

Environmental Damage Claims telephone number: 01872 277151

To the extent possible such notification should include:

- i) How when and where the **Incident** took place;
- ii) The names and addresses of any injured persons and witnesses; and
- iii) The nature and location of any injury or damage that has or could arise out of the **Incident**.

Any **Incident** reported to **Us** in accordance with this provision shall be subject to paragraph 2 'Extended Reporting Period' in the 'Conditions' part of this section.

Notice of an **Incident** is not notice of a **Claim**.

- b. If **You** or a **Responsible Insured** receive a **Claim** for **Loss** covered by this section **You** must:

- i) record the specifics of the **Claim** and the date received;
- ii) ensure that **We** receive written notice of the **Claim** as soon as practicable, but in no event later than the end of this **Policy period**;
- iii) send **Us** copies of any demands, notices, summonses or legal papers received in connection with the **Claim**;
- iv) authorise **Us** (such authorisation not to be unreasonably withheld or delayed) to obtain records and other information;
- v) cooperate with **Us** in the investigation, settlement or defence of the **Claim**; and
- vi) assist **Us**, upon our request, in the enforcement of any right against any person or organisation which may be liable to **You** because of injury or damage to which this insurance may also apply.

2. After an incident has been identified:

- a. **You** shall have the duty to, where practicably possible, reduce, mitigate, remediate or prevent any **Incident, Claim** or further **Loss** under this section;

- b. **You** shall have the duty to clean up **Pollutants**, remediate **Environmental damage** and remediate or prevent an **Imminent threat** to the extent required by **Environmental laws**. **We** shall have the right but not the duty to review and approve all such actions.

In accordance with the above paragraph **You** shall retain competent professional(s) or contractor(s) mutually acceptable to **Us**. **We** shall have the right but not the duty to review and approve all such parties.

You shall notify **Us** of actions and measures taken pursuant to this paragraph as soon as practicable. Where such clean up is undertaken by **You** on **Our** behalf all rates will be limited to rates **We** would actually pay to competent professional(s) or contractor(s) that **We** would retain to undertake such clean up or remediation works. Any such expenses incurred by **You** or on **Our** behalf shall be subject to the **Deductible** and shall reduce the **Section limit**.

3. Voluntary payments

Except for when there is an **Imminent threat** or an **Emergency situation** **You** will not make any payments, assume any obligation or incur any expense without **Our** consent (such consent not to be unreasonably withheld or delayed).

4. Our rights – Following an incident

We shall have the right but not the duty to clean-up, remediate or mitigate an **Incident** upon receiving notice as directed in item 1 above. Any sums expended by **Us** will be deemed incurred or expended by **You**, shall be subject to the **Deductible** and shall reduce the **Section limit**.

Section C – Environmental Damage

5. Legal defence investigation and settlement

- a. **We** will have the right and the duty to defend **You** against any **Claim** seeking those sums to which this insurance applies. **We** may at **Our** discretion investigate any **Pollution condition** regardless of whether any **Claim** has been made. With respect to any **Claim** **We** defend, subject to the **Section limit**, **We** will pay **Defence expense** for the investigation, defence or appeal of the **Claim**. In the event that the **Section limit** has been exhausted, then **Our** right and duty to defend any **Claim** will cease. Any payment of **Defence expense** will be subject to the **Deductible** and shall reduce the **Section limit**.
- b. **We** shall not settle any **Claim** without the consent of the **Insured** against whom the **Claim** is made. If however **You** refuse to consent to any settlement recommended by **Us** and elect to contest the **Claim** or continue any legal proceedings in connection with such **Claim**, subject to the **Section limit**, **Our** liability for **Loss** shall not exceed the amount for which the **Claim** could have been settled plus **Defence expense** incurred up to the date of such refusal, less the **Deductible** or the outstanding balance of the **Deductible**. Any payment of **Defence expense** will erode the **Section limit**.
- c. If, by mutual agreement or by law, **You** are entitled to select defence counsel to defend any **Claim** at **Our** expense, the legal fees and all other litigation expenses **We** must pay to that counsel are limited to the rates **We** would actually pay to counsel that **We** retain in the ordinary course of business in the defence of similar **Claims** in the community where the **Claim** arose or is being defended. **We** will have the right to require that such counsel have certain minimum qualifications with respect to competency, including experience in defending claims similar to the one pending against **You**, and to require such counsel to have errors and omissions insurance coverage. **You** agree that such independent counsel will timely respond to **Our** requests for information regarding any **Claim**.

6. Subrogation

In the event of any payment under this section, **We** shall be subrogated to all of **Your** rights of recovery against any third party and **You** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. **You** shall do nothing to prejudice **Our** rights under this paragraph. Any recovery as a result of subrogation proceedings shall accrue first to **You** to the extent of any payments in excess of the **Section limit**; then to **Us** to the extent of **Our** payment under this section; and then to **You** to the extent of **Your Deductible** or coinsurance. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.

Limits and deductibles

The **Section limit** and the rules below fix the most **We** will pay regardless of the number of **Insureds Incidents** or **Claims** subject to the applicable **Deductible**.

The **Section limit** applies to the entire **Policy period**. If the **Policy period** is extended after policy issuance the additional period will be deemed part of the last preceding period for the purposes of determining the **Section limit**.

1. Multiple policy periods and claims

- a. When **We** issue claims made pollution liability coverage for **Your Business activity** in one or more policy periods and a **Claim** is first made against **You** and reported to **Us** in accordance with the terms and conditions of this section, or **Loss** is incurred during this **Policy period**, then all **Claims** or **Loss** arising out of the same, related or continuous **Incident** shall be deemed to have been first made and reported or incurred during this **Policy period**. This is provided that **You** have maintained claims made pollution liability coverage with **Us** on a continuous, uninterrupted basis since the first such **Loss** had been incurred or a **Claim** was first made against **You** and reported to **Us**. All such **Claims** or **Loss** will be subject to the terms, conditions and **Section limit**.
- b. All **Claims** first made against **You** and reported to **Us** during the **Policy period** or all **Loss** incurred by **You** during the **Policy period** and arising out of the same, continuous, repeated or related **Incident** shall be deemed to be a single **Claim** and shall be deemed to have been made at the time the first of those **Claims** is made or **Loss** is incurred.

2. Deductible

Our obligation to make payments under this section for **Loss** is in excess of the applicable **Deductible** stated in the schedule.

If the same related or continuous **Incident** result in cover under one or more coverages, only the highest **Deductible** amount stated in the schedule amongst all coverage sections applicable to the **Claim** for **Loss** will apply.

This section operates in excess of the **Deductible**, however **We** may, without any obligation whatsoever, advance payment of part or all of the **Deductible** and, upon notification of such payment made **You** will promptly reimburse **Us** within thirty (30) days. Payment of any **Loss** or amounts within the **Deductible** will not create any obligations or be construed as a waiver of **Our** rights under this section.

Section C – Environmental Damage

Exclusions

We shall have no liability under this section for any **Loss** or **Claim** arising directly or indirectly from:

1. Known prior incidents

an **Incident** that occurred and of which **You** or the **Responsible insured** were aware prior to the **Policy period**. This exclusion will not apply to any **Incident** that is listed in an endorsement to this section.

2. Identified underground storage tank system

any **Underground storage tank system** that is located at a property that **You** own or lease and that **You** or any **Responsible insured** as of the start of the **Policy Period** knew to be present.

This exclusion does not apply to an **Underground storage tank system** that is:

- a. less than 10 years old as at the **Retroactive date**; or
- b. double skinned or has been relined within 10 years before the start of the **Policy Period** by a reputable servicer of **Underground storage tank systems**.

3. Deliberate acts or omissions

a deliberate or wilful act or omission by **You** or a **Responsible insured** where **You** or a **Responsible insured** either intends to cause **Environmental damage, Bodily injury, Property damage** or **Nuisance** or is reckless as to whether **Environmental damage, Bodily injury, Property damage** or **Nuisance** is caused.

4. Asbestos or lead based paint in buildings & structures

the actual or alleged presence of or exposure to:

- a. lead based paint; or
- b. asbestos, asbestos-containing material, asbestos-based products, asbestos fibres, asbestos dust or asbestos waste present, installed, stored or applied in or upon any building or structure. For the avoidance of doubt, this exclusion does not apply to lead based paint or asbestos, asbestos-containing material, asbestos-based products, asbestos fibres, asbestos dust or asbestos waste buried in the soil, or in groundwater.

5. Biological contaminants in buildings & structures

the actual or alleged presence of or exposure to **Biological contaminants** present in or upon any building or structure, unless caused by the processing or treatment of waste as part of the **Business activity**. For the avoidance of doubt, this exclusion does not apply to biological contaminants in the soil, or in groundwater.

6. Upgrades and improvements

the cost of upgrades, improvements or maintenance of any equipment, structures or facilities associated with **Your Business activity**, whether or not such work is:

- a. in compliance with any permit or licence requirements; or
- b. directed by any government entity; or
- c. undertaken in response to an **Imminent threat** or **Emergency situation**.

7. Material change in business activity or use of covered location

a material change in:

- a. use at a property that **You** own or lease; or
- b. **Your Business activity**

as declared in the proposal form or as modified by endorsement during the **Policy period**.

8. Sale or abandonment

properties that **You** no longer own operate or control.

9. Contractual liability

Your assumption of liability in a contract or agreement unless **You** would have this liability in the absence of such contract or agreement or assumed in a contract that is listed in an endorsement to this section.

10. Products

any item that **You** sell, supply, manufacture, construct, assemble, alter, repair, service, treat, handle, distribute or dispose of including materials, parts, equipment, containers, packaging or labelling, once such item has ceased to be in **Your**

Section C – Environmental Damage

possession or control. This exclusion also applies to warranties or representations that **You** make or are made on **Your** behalf, in relation to the fitness, quality, durability, performance or use of such item.

11. Professional services

the performance of or failure to perform professional services by or on behalf of the **Insured**. Professional services will include but not be limited to recommendations, opinions, advice or strategies rendered by or on behalf of the **Insured** for a fee.

This exclusion does not apply to improper or inadequate supervision of any entity for which the **Insured** is legally liable when operating at third party properties.

12. Cargo at rest or wrongly delivered

cargo that is either no longer under the control of **You** or the entity transporting cargo on **Your** behalf, has been relinquished to a third party, or has been delivered to the wrong address or receptacle.

This exclusion applies, but is not limited to **Incidents** that occur:

- a. after cargo is finally delivered; or
- b. while the cargo is in storage having been off loaded from the vehicle that was transporting it; or
- c. while the cargo is unsecured and at rest in excess of forty eight (48) hours.

13. Property damage to cargo or vehicles

Property damage to cargo or any vehicle.

14. Fines and penalties

criminal fines, criminal penalties, punitive or liquidated damages or contractual penalties.

15. Employer's liability

Bodily injury to:

- a. **Your** employees while performing their duties as part of **Your Business activity**; or
- b. any person whose right to assert a **Claim** against **You** arises by reason of any employment, blood, marital or other relationship with **Your** employees.

This exclusion applies to any liability imposed by the provisions of any Employers Liability legislation.

16. Territory and sanctions

an **Incident** or **Claim** where cover under this section would be prohibited by any applicable law or regulation including economic or trade sanctions. **We** shall have no liability to pay any claim or provide any benefit under the section where to do so would be a breach of any applicable economic or trade sanctions or other law or regulation. If payment of an otherwise valid and collectible claim under the section would be in breach of applicable economic or trade sanctions or other law or regulation, such payment will only be due if an appropriate licence permitting such payment is obtained. For any such time as it is reasonably likely that such a licence will be obtained, such payment funds will be held in escrow for the benefit of the **Insured** or claimant as applicable until the requisite licence is obtained.

17. Public & products liability

any **Claim** which is covered under Section B (Public Liability).

18. Genetically modified products and organisms

- a. in connection with the **Business Activity**, the production, manufacture, distribution, handling, repair, alteration, treatment, supply of or presence (on the **Farm** only) of any **Genetically modified product** where **Your** liability may be attributed directly or indirectly to the genetic characteristics of such product; or
- b. the spread, the fear of spread, the threat of spread or the fear of threat of spread of genetically modified organism characteristics into the environment or any change to the environment arising from research into testing of or production of genetically modified organisms.

19. Landfills

material or items which are landfilled or landraised on property that **You** own lease or control.

20. Redevelopment

Any **Loss** arising from a **Pollution condition** or **Environmental damage** first discovered by the excavation or movement of any ground material (including but not limited to surface soils and subsurface soils) by a redevelopment, refurbishment or voluntary site investigation completed at the premises. For the avoidance of doubt this exclusion does not apply to below ground works required to install maintain or repair below-ground services on the premises.

Section D – Employers’ Liability

The schedule will show if this section applies and the cover is in force

Cover

| What is covered | What is not covered |
|--|--|
| <p>We will pay all sums which You become legally liable to pay as damages including claimants’ costs and expenses arising out of Bodily Injury to an Employee caused during the period of insurance in connection with the Business Activity:</p> <p>(a) within the Geographical Limits; or</p> <p>(b) elsewhere in the world where an Employee is temporarily employed for not more than 60 days provided the Employee is domiciled and was engaged by You within the Geographical Limits.</p> <p>This insurance complies with the provisions of any law enacted in the Geographical Limits relating to the compulsory insurance of liability to Employees.</p> <p>General Exclusion (1) does not apply to this section. General Exclusion (2)(b) does not apply to this section except in respect of liability of any Principal and liability assumed by agreement.</p> | <p>The total amount We will pay in respect of:</p> <p>(a) any one Event which is directly or indirectly caused by, results from or is in connection with Terrorism shall not exceed £5,000,000.</p> <p>If We allege the Bodily Injury has resulted from Terrorism the burden of proving the contrary shall be upon You.</p> <p>(b) any other Event shall not exceed the limit of indemnity shown in the Schedule.</p> <p>We will not pay any claim which arises from:</p> <p>(a) Bodily Injury to any Employee while working offshore on oil or gas installations and/or supply, support or accommodation vessels or structures relating to such an installation or whilst travelling to or from them by sea or air;</p> <p>(b) An Event in respect of which liability is required to be insured under the compulsory motor insurance provisions of the Road Traffic Acts.</p> |

Extensions

| What is covered | What is not covered |
|--|--|
| <p>1 Defence costs under the Health & Safety at Work etc. Act 1974</p> <p>We will pay costs and expenses incurred with Our consent by You or Your directors, partners or Employees in defending legal proceedings (including appeal) arising out of any prosecution, inquiry, emergency control order, forfeiture, improvement notice, order to warn, prohibition notice, prohibition order or suspension notice brought for a breach of the Health & Safety at Work etc. Act 1974 or any subsequent amendments or additions to this legislation, alleged to have been committed during the period of insurance in connection with the Business Activity.</p> <p>Any appeal will only be funded by Us if Queens Counsel has advised that it is more likely for an appeal to be successful than not. A different Queens Counsel must be used for this purpose to any that may have been involved prior to the conviction.</p> <p>The total amount We will pay in respect of any one Event occurring in any one period of insurance shall not exceed £500,000.</p> | <p>No cover is provided:</p> <p>(a) for anyone other than an Employee.</p> <p>(b) in respect of fines or penalties of any kind, including HSE Fees for Intervention.</p> <p>(c) if payment has already been provided or will be provided under the Corporate Manslaughter Defence Costs section of this Policy.</p> <p>(d) where the proceedings have resulted from any deliberate act or omission by:</p> <p>(i) You or any director, trustee or partner of Yours;</p> <p>(ii) any Employee of Yours who has specific responsibility for compliance with the above legislation which could reasonably have been expected to constitute a breach of the above legislation.</p> <p>We will not pay the VAT element of any claim where You are able to recover VAT.</p> |

Extensions

| What is covered | What is not covered |
|---|---|
| <p>2 Corporate manslaughter defence costs</p> <p>We will pay legal costs and expenses incurred with Our prior consent in connection with the defence of any criminal proceedings, or an appeal against conviction which arises from criminal proceedings, for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the period of insurance in the course of the Business Activity.</p> <p>Provided that:</p> <ul style="list-style-type: none"> (a) where We have already agreed to pay legal costs incurred in the defence of any criminal proceedings arising out of the same Event which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide, any amount already paid by Us will be taken into account in calculating Our liability under this extension. (b) You must obtain Our prior consent before the appointment of any solicitor or counsel who is to act for You and on Your behalf. (c) any appeal will only be funded by Us if Queens Counsel has advised that it is more likely for an appeal to be successful than not. A different Queens Counsel must be used for this purpose to any that may have been involved prior to the conviction. <p>(3) Personal representatives</p> <p>Unless We specifically state otherwise in the event of Your death the cover under this section will extend to include Your personal representatives in respect of any legal liability for which You would have been entitled to payment had the claim been made against You.</p> <p>4) Payment to principal</p> <p>Unless We specifically state otherwise, if the following people have a claim made against them for which You would be insured by this section if the claim were made against You, at Your request We will pay for any amounts for which they are legally liable:</p> <ul style="list-style-type: none"> (a) any Principal; (b) any trustee, partner or Employee of Yours; (c) any officer or member of Your canteen, social, sports and welfare facilities and fire, first aid, ambulance and security services (but excluding medical or dental practitioners) in their individual capacities as such; (d) any trustee, partner or Employee of Yours in respect of private work carried out with Your prior consent by an Employee for such trustee, partner or Employee. <p>Provided that such people shall keep to the terms, conditions and limitations of this Policy.</p> | <p>No cover is provided:</p> <ul style="list-style-type: none"> (a) for anyone other than an Employee. (b) in respect of any proceedings which result from Your deliberate act or omission or the deliberate act or omission of any trustees, managerial Employees, partners or directors of Yours while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission. (c) in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders. <p>The total amount We will pay under this extension shall not exceed £1,000,000 for any Event occurring in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the Schedule.</p> <p>We will not pay the VAT element of any claim where You are able to recover VAT</p> |

Section D – Employers' Liability

| What is covered | What is not covered |
|--|---------------------|
| <p>5 Compensation for court attendance</p> <p>If We request any of the following categories of people to attend court as a witness in connection with a claim under this section of the policy We will provide You with the following rates of compensation for each day on which attendance is required.</p> <p>(a) Any of Your directors trustees or partners £500. (b) Any Employee £250.</p> <p>6 Cross liabilities</p> <p>If You consist of more than one party (and in the case of partnerships this shall mean each individual partner) We will indemnify each party in the terms of this policy against liability incurred to the other in the same manner and to the same extent as if a separate policy had been issued to each subject to the maximum amount payable in respect of damages arising out of one Event not exceeding the limit of indemnity.</p> | |

Claims settlement provisions

We will settle a claim for damages by payment on the basis of the liability incurred, subject to any relevant monetary limit specified in this Section.

If the sum payable for any claim or claims made against **You** is greater than the maximum sum payable **You** will be responsible for any extra amount. **You** shall also pay such proportion of the legal costs as the extra amount bears to the total sum payable for such claim or claims.

Please also read the Claims Conditions in the General Section of this Policy.

Section E – Property Damage

The schedule will show if this section applies and the cover is in force

Definitions

Each time any of the following words or phrases appear in this section in bold type (or in capital letters in the schedule) they will take the meaning shown below or if not defined below in the General Definitions.

Where words or phrases are not highlighted in this manner the everyday meaning will apply.

Insured Event(s) means any Peril listed in the schedule.

Item(s) Insured means the items insured as set out in the Property Damage section of the schedule to this policy.

Personal Belongings means clothing and personal articles worn used or carried about the person excluding **Money** bankers' cards, credit and debit cards and any belongings otherwise insured.

Pollution means all pollution or contamination of property insured or of water or land or the atmosphere.

Cover

| What is covered | What is not covered |
|--|---|
| <p>We will pay You for Damage to the Item(s) Insured caused by any Insured Event happening during the period of insurance stated in the Schedule.</p> <p>Index Linking</p> <p>The Buildings Sums Insured covered by this section are subject to Index Linking as defined in the General Conditions of this policy.</p> | <p>The most we will pay in respect of any one Event for Damage to any Item Insured, including any additional costs, is the sum insured applicable to that item (subject to any inner limits), less the Excess if applicable.</p> <p>We will not pay for:</p> <ul style="list-style-type: none">a Damage to Items Insured caused by Pollution except where;<ul style="list-style-type: none">(i) the Pollution is a direct result of an Insured Event; or(ii) the Insured Event directly results from Pollution.b consequential loss of any kind;c Damage to Money;d Damage to dynamos, alternators, motors or any portion of electrical apparatus, directly caused by its own overrunning, excessive pressure, short circuiting or self heating;e any Damage not traceable to a specific Event. <p>These exclusions apply to any claims in the Property Damage Section, including the Extensions.</p> |

Section E – Property Damage

Extensions

| What is covered | What is not covered |
|---|--|
| <p>These cover extensions apply only during the period of insurance shown on Your schedule but only where there is no more specific insurance provided by this or any other insurance.</p> <p>All cover extensions and endorsements are subject to the sums insured shown on your schedule, limits, conditions and exclusions of this section and the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.</p> <p>1. Glass and sanitary fixtures</p> <p>Accidental Damage of any part of the exterior and interior glass, sanitary fixtures or signs including the reasonable cost of:</p> <ul style="list-style-type: none"> (a) repairs to framework following breakage of the insured glass; (b) necessary boarding-up pending replacement of the insured glass; (c) in the case of multiple glazing the additional cost of re-creating vacuums or the purchase and installation of new sealed units; (d) replacing any lettering painting or alarm foil on such glass. <p>2. Capital additions</p> <p>Under the Buildings item:</p> <ul style="list-style-type: none"> (a) alterations and additions to the property insured but not in respect of any appreciation in value; (b) newly acquired property so far as it is not otherwise insured anywhere in the Geographical Limits. <p>Provided that You undertake to give details of such extension of cover as soon as practicable and to effect specific insurance and pay any additional premium that is required from inception of the cover.</p> <p>3. Damage to the buildings by theft</p> <p>Only applicable if Peril 7 (Theft or attempted theft) is operative.</p> <p>If Buildings are insured, Damage to the Buildings caused by theft or attempted theft at the Farm provided You are the owner of the Buildings or are legally responsible for repairing damage to the Buildings.</p> <p>4. Underground pipes and cables</p> <p>Accidental Damage to underground pipes and cables servicing Buildings insured by this section or where You are liable for repairs as tenant.</p> | <p>We shall not be liable in respect of:</p> <ul style="list-style-type: none"> (i) Damage which is specifically included or excluded elsewhere under this section; (ii) Damage to glass sanitary fixtures or signs already damaged at the commencement of the insurance; (iii) disfiguration or Damage to glass not extending through the entire thickness of the glass; (iv) Damage to glass while not fixed; (v) Damage caused by or traceable to alterations to the Farm or in the glass whereby the risk of Damage is increased; (vi) Damage to bulbs or tubes unless the signs in which they are contained are damaged at the same time. <p>At any one insured address this cover shall not exceed 10% of the Buildings sum insured or £500,000 whichever is less.</p> <p>We will not pay more than £10,000 in respect of any one Event, after deduction of the Excess.</p> |

Section E – Property Damage

Extensions

| What is covered | What is not covered |
|--|---|
| <p>5. Removal of debris</p> <p>We will pay costs and expenses necessarily incurred by You with Our consent in:</p> <ul style="list-style-type: none"> (a) Removing debris; (b) Dismantling and/or demolishing; (c) Shoring or propping up. <p>Following Damage arising from an Insured Event to Items Insured.</p> <p>The maximum We will pay for Damage by an Insured Event and costs incurred under (a) (b) and (c) shall not exceed in the aggregate the sum insured by each item.</p> <p>6. Clearing of drains</p> <p>The reasonable costs incurred by You for clearing or repairing drains, gutters, sewers and the like for which You are responsible incurred as a direct result of Damage caused by an Insured Event.</p> <p>7. National and Local Government Regulations and Requirements Extension</p> <p>The insurance provided for Buildings extends to include the additional cost of reinstating the damaged parts of the Buildings incurred solely by reason of the necessity to comply with the stipulations of building or other Regulations under or framed in pursuance of any Act of Parliament or bye-laws of any Public Authority (hereinafter referred to as “the Stipulations”).</p> <p>Special Conditions applicable to this extension</p> <ol style="list-style-type: none"> 1) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the Damage or within such further time as We may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to Our liability under this extension not being increased. 2) If Our liability under the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then Our liability under this extension (in respect of any such item) shall be reduced in like proportion. 3) The total amount payable under any item of the policy shall not exceed its sum insured. 4) All the terms and conditions of the policy continue to apply except where they have been varied by this extension. | <p>We will not pay for any costs or expenses:</p> <ul style="list-style-type: none"> (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site; (ii) arising from Pollution of property not insured by this policy. <p>No cover will be provided for:</p> <ul style="list-style-type: none"> (a) the cost incurred in complying with the Stipulations; <ul style="list-style-type: none"> (i) in respect of Damage occurring prior to the granting of this extension; (ii) in respect of Damage excluded or otherwise not insured by this policy; (iii) under which notice has been served upon You prior to the happening of the Damage; (iv) for which there is an existing requirement which has to be implemented within a given period; (v) in respect of any undamaged property. (b) the additional cost that would have been required to make good the property lost, destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen; (c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with the Stipulations. |

Section E – Property Damage

| What is covered | What is not covered |
|---|--|
| <p>8. Extinguisher and alarm re-setting expenses The reasonable costs incurred by You in refilling fire extinguishing appliances replacing sprinkler heads and resetting fire or intruder alarm systems solely in consequence of their activation following an Insured Event.</p> <p>9. Loss of oil gas or water (non-domestic) We will pay for:</p> <ul style="list-style-type: none"> (a) the additional charges imposed on You by utilities suppliers resulting from loss of oil, mains gas or metered water from the water or heating system after accidental Damage to that system; (b) the cost of replacing liquid petroleum gas, diesel or oil following accidental discharge from the storage container at the Farm; (c) theft of oil from any storage tank used for the heating system at Your Farm provided theft is an Insured Event under this policy. <p>10. Non-invalidatio The cover by this section shall not be invalidated by any act, omission or alteration whereby the risk of Damage is increased unknown to You or beyond Your control. Provided that You immediately on becoming aware of this give notice to Us and pay an additional premium if required.</p> <p>11. Fees We will pay architects', surveyors', consulting engineers' and legal fees necessarily and reasonably incurred in the reinstatement of the Items Insured following Damage by an Insured Event but not for preparing any claim.</p> <p>12. Temporary removal Damage to Farm Produce, Supplies and Portable Machinery caused by an Insured Event whilst temporarily removed from the Farm:</p> <ul style="list-style-type: none"> (a) for alteration, cleaning or repair; or (b) to a trade show, exhibition or farmers market. <p>within the Geographical Limits. Cover under this extension will apply for no more than 21 consecutive days following removal of the item from the Farm.</p> <p>13. Sale of the building If the Buildings are not insured elsewhere the purchaser will have the benefit of the insurance under this section for the period from the written offer and acceptance or exchange of contracts until the sale is completed. Provided that the purchaser complies with and is bound by the terms of the policy.</p> | <p>The most We will pay under (a) or (b) is £10,000 any one Event after deduction of the Excess. The most We will pay under (c) is £5,000 in any one period of insurance.</p> <p>The amount payable for such Damage and fees shall not exceed in the aggregate the sum insured by each item.</p> <p>We will not pay in respect of any one Event more than 15% of the relevant sum insured shown in the schedule after deduction of the Excess.</p> |

Section E – Property Damage

Extensions

| What is covered | What is not covered |
|--|--|
| <p>14. Theft of keys - only applicable if Peril 7 (Theft or attempted theft) is operative.</p> <p>Reasonable costs incurred in gaining access to the Farm Buildings and/or replacing locks at the Farm including locks of safes or strongrooms in the Farm if keys are stolen.</p> <p>15. Trace and access (non-domestic)</p> <p>The costs and expenses reasonably incurred by You with Our consent in locating the source of a leakage of oil or water at the Farm and in subsequent repair of Damage caused by locating the source.</p> <p>16. Spontaneous heating</p> <p>Damage to coal, coke or wood blocks by its own spontaneous fermentation heating or combustion.</p> <p>17. Emergency services damage to the grounds</p> <p>We will pay for Damage to the Buildings' landscaped grounds or gardens at the Farm for which you are legally responsible, caused by emergency services whilst attending the Buildings for an Insured Event where We pay a claim.</p> <p>18. Enforced Sale of Produce</p> <p>If as a direct result of Damage to Items Insured at the Farm (for which a claim has been accepted by Us) You have to dispose of undamaged Farm Produce We will pay:</p> <p>(a) the difference between the price You obtain for the Farm Produce and the cost at which the Farm Produce can be replaced; or</p> <p>(b) for Farm Produce intended for sale the difference between the price You obtain for the Farm Produce and the market price it would have obtained at the date(s) selected by You when such produce would have been sold had the Damage not occurred, less the amount of any storage, harvesting or similar costs which due to the disposal are not incurred;</p> <p>You must inform Us at least 48 hours in advance of the selected dates and;</p> <p>(c) Reasonable and necessary additional expenses that You incur to reduce the amount lost under (a) and (b) above provided that the additional expenses incurred are not more than the reduction which the expenditure avoids.</p> | <p>The most We will pay is £2,500 any one period of insurance after deduction of the Excess.</p> <p>The most We will pay is £10,000 any one Event after deduction of the Excess.</p> <p>We will not pay for failure of seeds to germinate, or of trees, shrubs or turf to become established following planting or replanting.</p> <p>The most We will pay is £25,000 any one Event after deduction of the Excess.</p> <p>We will not pay for losses or expenditure incurred more than 12 months after the Damage by an Insured event.</p> <p>We will not pay more than the sum insured listed on the Schedule for Produce.</p> |

Section E – Property Damage

| What is covered | What is not covered |
|---|---|
| <p>19. Forward Price</p> <p>At Your option the value of Farm Produce grown for sale by You will be the value at the date(s) selected by You when such Farm Produce would have been sold had Damage by an Insured event not occurred.</p> <p>Provided that:</p> <ul style="list-style-type: none"> (a) You inform Us at least 48 hours in advance of the selected date(s); and (b) no claim will be payable until the value of the Farm Produce on the selected date(s) has been ascertained. <p>20. Personal belongings and documents</p> <p>Damage to:</p> <ul style="list-style-type: none"> (a) Personal Belongings not otherwise insured of Your directors, partners, Employees and visitors (up to £500 in respect of any one person); (b) deeds, documents, manuscripts, business books, computer systems records, patterns, models, moulds, plans, drawings and designs but only for their value as materials and the cost of labour expended in reproducing them. <p>caused by Perils 1 to 4 and 7 (if stated as operative in the schedule) of this section whilst at the Farm.</p> <p>21. Dumping and Fly Tipping</p> <p>We will pay the cost of cleaning up and removing any materials arising out of and due to dumping or tipping on Your Farm caused by a sudden specific Event outside Your control.</p> <p>22. Contract Works</p> <p>Damage to contract works and associated goods and materials at the Farm for the purpose of erecting new Buildings, alterations or improvements to existing Buildings or permanent structures at the Farm and for which You are responsible caused by an Insured Event happening during the period of insurance. Provided that this extension will only apply where the contract works and associated goods and materials are not otherwise insured.</p> | <p>The most We will pay is £1,000 any one Event after deduction of the Excess.</p> <p>We will not pay more than £2,500 any one Event after deduction of the Excess.</p> <p>We will not pay in respect of any one Event more than 10% of the existing Buildings sum insured or £100,000 whichever is the lower, after deduction of the Excess.</p> |

Section E – Property Damage

| What is covered | What is not covered |
|---|--|
| <p>23. Hired in Plant</p> <p>Accidental Damage happening during the period of insurance to plant hired to You and for which You are responsible under the terms of a hire agreement for use in connection with erecting new Buildings, alterations or improvements to existing Buildings or permanent structures at the Farm.</p> <p>We will also pay for continuing hiring charges for hired in plant following accidental Damage insured by this extension whilst the hired in plant is at Your Farm or in transit between Your Farm or to and from the person or organisation hiring the plant to You.</p> <p>The maximum amount that We will pay under this extension is £20,000 in any one period of insurance.</p> | <p>We will not pay for:</p> <ol style="list-style-type: none"> 1. The equivalent of the first 48 hours hire charge for each item of hired in plant. 2. Any amount in excess of the equivalent of 90 days hire charge for each item of hired in plant. 3. Damage to any tower cranes, aircraft or aerial devices, vessels or craft designed to float in or on or travel through water or plant and equipment mounted on board. 4. Damage to any motor vehicle (including attached trailers), other than mobile plant which is primarily intended for use as constructional plant and which is not licensed for road use. 5. Damage to rubber tyres by the application of brakes or by punctures, cuts, or bursts. 6. Damage caused by mechanical or electrical breakdown, failure, or breakage other than where this is due solely to negligence, misdirection or misuse by You or Your Employees. 7. Damage caused by delay, confiscation or detention by Customs or other officials. 8. Damage to any part of the hired in plant caused by or consisting of wear and tear, gradual deterioration, rust, corrosion, wet or dry rot, contamination, mildew, shrinkage, vermin, insects, change in temperature, action of light or atmospheric conditions (other than storm). 9. Damage resulting from the cost of normal upkeep, cleaning, or normal repairs. 10. Damage by theft or attempted theft of hand tools or hand-held portable power tools from: <ol style="list-style-type: none"> (a) Any unattended vehicle unless it is locked at all points of access and there are visible signs of forcible and violent entry to the vehicle and the property is out of sight in a locked compartment or locked boot within the vehicle; or (b) Elsewhere outside working hours unless involving forcible and violent entry to a locked Building. 11. Any claim for Damage or continuing hiring charges arising under hire conditions other than the Model Conditions for the hiring of plant recommended by the Construction Plant-Hire Association unless such conditions have been notified to and agreed by Us in writing. |
| <p>24. Asbestos Removal</p> <p>If We pay for Damage to Buildings, We will also pay costs for which You are responsible to remove any asbestos waste or property contaminated by it. The most We will pay under this extension for any one claim is £60,000.</p> <p>This cover is in addition to that stated in the Removal of debris extension.</p> | |

Section E – Property Damage

Optional Extensions

The schedule will show if the following optional extension applies and the cover is in force.

| What is covered | What is not covered |
|---|---|
| 1. Tenants liability – Agricultural Holdings Legislation Damage to landlords: (a) farm Buildings ; (b) fences gates and growing hedges. caused by Perils 1 to 5 (unless excluded in the schedule) of this section but only where liability exists under the Tenancy Agreement for such Damage . | The most We will pay under (a) is the sum insured shown in the schedule any one Event after deduction of the Excess . The most We will pay under (b) is £1,000 any one Event after deduction of the Excess . |

Claims Settlement Provisions

We shall not pay in respect of any one **Item Insured**, more than the sum insured shown in the schedule for that item.

We will not reduce the sum insured for any **Item Insured** after **We** pay a claim.

Basis of settlement – Buildings and Fixed Machinery

Claims for **Damage** to **Buildings and Fixed Machinery** will be settled on the basis of the cost of reinstatement.

For this purpose “reinstatement” means:

- (a) The rebuilding or replacement of property lost or destroyed
- (b) The repair or restoration of property damaged.

You can do this on another site and in any manner suitable for **Your** requirements, provided it does not cost more than it would to reinstate to the original specification.

In the case of (a) or (b) **We** will reinstate to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new and without any allowance for depreciation or wear and tear provided that:

- (i) the **Buildings and Fixed Machinery** were in a good state of repair at the time of the **Damage**;
- (ii) reinstatement commences and proceeds without unreasonable delay;
- (iii) the cost of reinstatement shall have been actually incurred;
- (iv) **Our** liability for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed;
- (v) **We** shall not be bound to reinstate exactly or completely any property that is subject of a claim but only as circumstances permit and in a reasonably sufficient manner.

Basis of settlement – Portable Machinery

We will settle a claim for **Damage** to **Portable Machinery** by payment or, at our option by repair or replacement, subject to any relevant monetary limit specified in this section.

We will pay for the cost of repair, or of replacement as new if an item is totally lost or destroyed. An allowance for depreciation and wear and tear will be made if at the time of **Damage** the sum insured on **Portable Machinery** is less than the cost of replacing all **Portable Machinery** as new without deduction for depreciation and wear and tear.

For the purpose of any claim settlement repair or replacement as near as is reasonably practicable will be sufficient even though the former appearance or condition of the property may not be precisely restored.

We will not be liable for the replacement of or work on any undamaged items or remaining parts solely because they form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design.

Basic of settlement – Farm Produce and supplies

We will settle a claim for **Damage** to **Farm Produce** and **Supplies** by payment or, at **Our** option by replacement on the basis of the market value at the time of the loss, subject to any relevant monetary limit specified in this section.

Special Condition of Underinsurance

If at the time of **Damage** the Sum Insured for **Farm Produce** and **Supplies** is less than 75% of its value **Our** liability for **Your** claim will be proportionately reduced.

Basic of settlement – Fences, Gates, Growing Hedges and Boundary Walls

When this item appears on the schedule the sum insured is on a first loss basis.

Basic of settlement – Cattle Passports

We will settle a claim for **Damage** to cattle passports on the basis of the cost of replacement.

Section F – Business Interruption - Loss of Income

The schedule will show if this section applies and the cover is in force.

To the extent that you are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of such tax.

Definitions

Words with special meanings in this section are highlighted in bold (or in capital letters in the Schedule) and are either defined below or defined in the General Definitions. Where words or phrases are not highlighted in this manner the everyday meaning will apply.

Building(s) means the farm buildings at the Insured Address(es) stated in the schedule including fixtures and fittings and solar panels fixed to the buildings (but not the farmhouse or other private dwellings at the farm) excluding polytunnels, pig arcs, calf huts, refrigerated stores and other moveable or portable structures.

Business Activity means the business of the **Insured** as stated in the schedule.

Customers means those companies, organisations, or individuals with whom at the time of the **Damage You** have contracts or trading relationships to supply goods or services.

Damage means physical loss, destruction, or damage.

Estimated Income means **Your** estimate of **Income** which **Your Business Activity** will earn during the period of insurance (proportionately increased where the maximum indemnity period is more than 12 months).

Farm means the farm at the Insured Address(es) shown in the schedule including land or farm buildings elsewhere which are owned or leased, rented, or hired by **You** and worked as one unit with the farm.

Income means the money paid or payable to **You** for goods and services supplied in the course of the **Business Activity** at the **Farm**.

Indemnity Period means the period, beginning with the occurrence of the **Damage** and extending no longer than the maximum indemnity period shown in the schedule during which the results of the **Business Activity** at the **Farm** are affected because of the **Damage**.

Insured Peril means any cause of **Damage** listed as a peril in the Schedule under Section E (Property Damage) or Section K (Livestock Perils) as being operative and described in the General Section of the policy wording.

Item(s) Insured means the items set out in Section H (Accidental Damage) of the schedule to this policy.

Neighbouring Property means property in the vicinity of the **Farm**, **Damage** to which will prevent or hinder the use of or access to the **Farm**.

Pollution means all pollution or contamination of **Property Insured** or of water or land or the atmosphere.

Property at the Farm means property used by **You** at the **Farm** for the purpose of the **Business Activity**.

Property Insured means items as set out in section E (Property Damage) of the Schedule to this policy.

Standard Income means the **Income** during that period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**, appropriately adjusted where the **Indemnity Period** exceeds 12 months.

Suppliers means suppliers to **You** of goods, materials, or services other than electricity, gas, water, or telecommunications services.

Section F – Business Interruption - Loss of Income

Cover

| What is covered | What is not covered |
|---|--|
| <p>(1) Loss of Income</p> <p>(a) Loss of Income resulting from the Business Activity at the Farm being interrupted or interfered with as a result of any of the following:</p> <ul style="list-style-type: none"> (i) Damage caused by an Insured Peril during the period of insurance to Property at the Farm, provided that payment has been made or liability admitted for the Damage under Section E (Property Damage) or Section K (Livestock Perils) of this policy; (ii) Accidental Damage to Item(s) Insured during the period of insurance provided payment has been made or liability admitted for the Damage under Section H (Accidental Damage) of this policy. (iii) Damage caused by an Insured Peril to Landlords Buildings during the period of insurance where You are not responsible for insuring the Buildings and payment has been made or liability admitted for the Damage under an insurance policy covering the interest of the landlord and liability would have been admitted for the Damage under Section E (Property Damage) had the Buildings been insured under this Policy; (iv) Damage caused by an Insured Peril to Neighbouring Property during the period of insurance (whether Property at the Farm is damaged or not) provided that liability would have been admitted for the Damage under section E (Property Damage) of this Policy had the Damage occurred to Property at the Farm. <p>(b) Reasonable charges incurred only with Our prior written consent payable by You to Your professional accountants for producing and certifying any information which We request in connection with a claim under this section.</p> | <p>(a) Loss resulting from Pollution unless resulting from Damage to Property at the Farm or Neighbouring Property (not otherwise excluded) caused by:</p> <ul style="list-style-type: none"> (i) Pollution which itself results from an Insured Peril; (ii) an Insured Peril which itself results from Pollution. <p>(b) Loss resulting from any human, contagious or communicable disease. This includes the fear or threat of such disease or any steps taken to control or prevent the spread or transmission of such actual, feared or threatened disease.</p> <p>We will not pay more than 133.33% of the Estimated Income shown in the Schedule as the Limit of Indemnity in respect of any one Event.</p> |

Extensions

| What is covered | What is not covered |
|--|--|
| <p>(2) Public Utilities Extension</p> <p>Loss of Income resulting from interruption of or interference with the Business Activity as a result of the following:</p> <p>Damage caused by an Insured Peril at any:</p> <ul style="list-style-type: none"> (a) Generating station or sub-station of Your electricity supplier; (b) Land-based premises of Your gas supplier or any directly linked natural gas producer; (c) Water works or pumping station of Your water supplier; (d) Land-based premises of Your telecommunications service provider. | <p>We will not pay more than £25,000 in total in any one period of insurance.</p> |

Section F – Business Interruption - Loss of Income

| What is covered | What is not covered |
|--|--|
| <p>(3) Accidental Failure of Public Supply Extension</p> <p>Loss of Income resulting from accidental failure at the terminal ends of the public supply undertakings' feed to the Farm of electricity, gas, water, telecommunications, or internet services as a direct result of Damage.</p> | <p>We will not pay for:</p> <ul style="list-style-type: none"> (a) any failure which does not involve a cessation of supply for at least 24 consecutive hours; (b) any cyber-attack carried out by any person who was, is or during the period of insurance becomes Your partner, director, trustee, inhouse counsel or senior manager in actual control of Your operations; (c) any cyber-attack affecting any internet service provider, telecommunications provider, cloud provider but not including the hosting of hardware and software that You own, or other utility provider; (d) atmospheric, solar, or lunar conditions causing temporary interference with transmission to or from any satellite; (e) total or partial failure of the public supply occasioned by strike or lock-out, total or partial withdrawal of labour or total or partial cessation of work. <p>We will not pay more than £25,000 in total in any one period of insurance.</p> |
| <p>(4) Suppliers Extension</p> <p>Loss of Income resulting from interruption of or interference with the Business Activity as a result of Damage caused by an Insured Peril at any of Your Suppliers premises.</p> | <p>We will not pay more than £25,000 in total in any one period of insurance.</p> |
| <p>(5) Customers Extension</p> <p>Loss of Income resulting from interruption of or interference with the Business Activity as a result of Damage caused by an Insured Peril at any of Your Customers premises.</p> | <p>We will not pay more than £25,000 in total in any one period of insurance.</p> |
| <p>(6) Agricultural Vehicles Additional Cost of Working extension</p> <p>The reasonable and necessary additional expenditure incurred with Our prior written consent for the sole purpose of maintaining the Business Activity during the Indemnity Period as a result of Damage by an Insured Peril to agricultural vehicles, trailers and implements owned by You, or for which You are responsible, used in connection with the Business Activity.</p> | <ul style="list-style-type: none"> (a) We will not pay more than £25,000 in total in any one period of insurance. (b) We will not pay unless at the time of Damage there is motor insurance in force covering Your interest in the agricultural vehicle(s), trailer(s) or implement(s) used in connection with the Business Activity at the Farm against Damage by an Insured Peril and payment has been made or liability admitted under that insurance. (c) We will not pay under this extension following Damage to any private car or commercial vehicle. |

Section F – Business Interruption - Loss of Income

Cessation of Interest

This section will be made void immediately if, at any time:

- (1) the **Business Activity** is permanently discontinued, wound up or carried on by a liquidator, receiver or administrator; or
- (2) any other formal arrangements are made with creditors; or
- (3) **Your** interest ceases other than by death.

unless **We** give **Our** written consent to the contrary.

Claims Settlement Provisions

The following claim settlement provisions apply to the cover and extensions provided by this section other than extension 6 – Agricultural Vehicles Additional Cost of Working extension.

We will settle a claim for loss of **Income** by payment on the basis of a reduction in **Income** and increase in cost of working, subject to any relevant monetary limit specified in this section. **We** will pay:

- (1) in respect of reduction in **Income**, the amount by which the **Income** during the **Indemnity Period** falls short of the **Standard Income** because of the **Damage**;
- (2) in respect of increase in cost of working, reasonable and necessary additional costs incurred for the sole purpose of avoiding or diminishing the reduction in **Income** which otherwise would have taken place during the **Indemnity Period** because of the **Damage**, up to the amount of the reduction so avoided.

less any sum saved during the **Indemnity Period** in respect of those charges and expenses of the **Business Activity** payable out of **Income** which cease or are reduced because of the **Damage**.

If during the **Indemnity Period** goods or services are supplied elsewhere than at the **Farm** for the benefit of the **Business Activity** either by **You** or by others on **Your** behalf the money paid or payable for them will be brought into account in arriving at the **Income** during the **Indemnity Period**.

Standard Income will be adjusted as may be necessary to provide for variations in or other circumstances affecting the **Business Activity** before or after the **Damage**, so that the adjusted figures represent as far as reasonably practicable the results which but for the **Damage** would have been obtained during the **Indemnity Period**.

If **Your Business Activity** is in the first year of trading **Income** and **Standard Income** will reflect the actual figures realised between the date **Your Business Activity** started and the occurrence of the **Damage** giving rise to a claim under this section.

Special Condition - Renewal Clause

You shall, prior to each renewal of the Policy provide **Us** with the **Estimated Income** which is applicable for the financial year most nearly concurrent with the ensuing period of insurance. In the absence of this, **We** will use the last **Estimated Income** figure provided by **You**.

Section G – Business Interruption - Additional Cost of Working

The schedule will show if this section applies and the cover is in force.

Definitions

Words with special meanings in this section are highlighted in bold (or in capital letters in the Schedule) and are either defined below or defined in the General Definitions. Where words or phrases are not highlighted in this manner the everyday meaning will apply.

Building(s) means the farm buildings at the Insured Address(es) stated in the schedule including fixtures and fittings and solar panels fixed to the buildings (but not the farmhouse or other private dwellings at the farm) excluding polytunnels, pig arcs, calf huts, refrigerated stores and other moveable or portable structures.

Business Activity means the business of the **Insured** as stated in the schedule.

Customers means those companies, organisations, or individuals, with whom at the time of the **Damage You** have contracts or trading relationships to supply goods or services.

Damage means physical loss, destruction, or damage.

Farm means the farm at the Insured Address(es) shown in the schedule including land or farm buildings elsewhere which are owned or leased, rented, or hired by **You** and worked as one unit with the farm.

Indemnity Period means the period beginning with the occurrence of the **Damage** and extending no longer than the maximum indemnity period shown in the Schedule, during which the results of the **Business Activity** at the **Farm** are affected because of the **Damage**.

Insured Peril means any cause of **Damage** listed as a peril in the schedule under Section E (Property Damage) or Section K (Livestock Perils) as being operative and described in the General Section of the policy wording.

Item(s) Insured means the items set out in Section H (Accidental Damage) of the schedule to this policy

Neighbouring Property means property in the vicinity of the **Farm, Damage** to which will prevent or hinder the use of or access to the **Farm**.

Pollution means all pollution or contamination of **Property Insured** or of water or land or the atmosphere.

Property at the Farm means property used by **You** at the **Farm** for the purpose of the **Business Activity**.

Property Insured means items as set out in section E (Property Damage) of the schedule to this policy.

Suppliers means suppliers to **You** of goods, materials, or services other than electricity, gas, water, or telecommunications services.

Section G – Business Interruption - Additional Cost of Working

Cover

| What is covered | What is not covered |
|---|---|
| <p>(1) Additional Cost of Working</p> <p>(a) Additional costs of working resulting from the Business Activity at the Farm being interrupted or interfered with as a result of any of the following:</p> <p>(i) Damage caused by an Insured Peril during the period of insurance to Property at the Farm, provided that payment has been made or liability admitted for the Damage under Section E (Property Damage) or Section K (Livestock Perils) of this policy;</p> <p>(ii) Accidental Damage to Item(s) Insured during the period of insurance provided payment has been made or liability admitted for the Damage under Section H (Accidental Damage) of this policy.</p> <p>(iii) Damage caused by an Insured Peril to Landlords Buildings during the period of insurance where You are not responsible for insuring the Buildings and payment has been made or liability admitted for the Damage under an insurance policy covering the interest of the landlord and liability would have been admitted for the Damage under Section E (Property Damage) had the Buildings been insured under this Policy;</p> <p>(iv) Damage caused by an Insured Peril to Neighbouring Property during the period of insurance (whether Property at the Farm is damaged or not) provided that liability would have been admitted for the Damage under section E (Property Damage) of this policy had the Damage occurred to Property at the Farm.</p> <p>(b) Reasonable charges incurred only with Our prior written consent payable by You to Your professional accountants for producing and certifying any information which We request in connection with a claim under this section.</p> | <p>(a) Loss resulting from Pollution unless resulting from loss of or Damage to Property at the Farm or Neighbouring Property (not otherwise excluded), caused by:</p> <p>(a) Pollution which itself results from an Insured Peril;</p> <p>(b) an Insured Peril which itself results from Pollution;</p> <p>(b) Loss resulting from any human, contagious or communicable disease. This includes the fear or threat of such disease or any steps taken to control or prevent the spread or transmission of such actual, feared or threatened disease.</p> <p>We will not pay more than the limit of indemnity shown in the Schedule in respect of any one Indemnity Period.</p> |

Extensions

| What is covered | What is not covered |
|---|--|
| <p>(2) Public Utilities Extension</p> <p>Additional costs of working resulting from interruption of or interference with the Business Activity as a result of the following:</p> <p>Damage caused by an Insured Peril at any:</p> <p>(a) Generating station or sub-station of Your electricity supplier;</p> <p>(b) Land-based premises of Your gas supplier or any directly linked natural gas producer;</p> <p>(c) Water works or pumping station of Your water Supplier;</p> <p>(d) Land-based premises of Your telecommunications service provider.</p> | <p>We will not pay more than £10,000 in total in any one period of insurance.</p> |

Section G – Business Interruption - Additional Cost of Working

Extensions

| What is covered | What is not covered |
|--|---|
| <p>(3) Accidental Failure of Public Supply Extension Additional costs of working resulting from accidental failure at the terminal ends of the public supply undertakings' feed to the Farm of electricity, gas, water, telecommunications or internet services as a direct result of Damage.</p> | <p>We will not pay for:</p> <ul style="list-style-type: none"> (a) any failure which does not involve a cessation of supply for at least 24 consecutive hours; (b) any cyber-attack carried out by any person who was, is or during the period of insurance becomes Your partner, director, trustee, inhouse counsel or senior manager in actual control of Your operations; (c) any cyber-attack affecting any internet service provider, telecommunications provider, cloud provider but not including the hosting of hardware and software that You own, or other utility provider; (d) atmospheric, solar, or lunar conditions causing temporary interference with transmission to or from any satellite; (e) total or partial failure of the public supply occasioned by strike or lock-out, total, or partial withdrawal of labour or total or partial cessation of work. <p>We will not pay more than £10,000 in total in any one period of insurance.</p> |
| <p>(4) Suppliers Extension Additional costs of working resulting from interruption of or interference with the Business Activity as a result of Damage caused by an Insured Peril at any of Your Suppliers premises.</p> | <p>We will not pay more than £10,000 in total in any one period of insurance.</p> |
| <p>(5) Customers Extension Additional costs of working resulting from interruption of or interference with the Business Activity as a result of Damage caused by an Insured Peril at any of Your Customers premises.</p> | <p>We will not pay more than £10,000 in total in any one period of insurance.</p> |
| <p>(6) Agricultural Vehicles Extension Additional costs of working resulting from interruption of or interference with the Business Activity as a result of Damage by an Insured Peril to agricultural vehicles, trailers and implements owned by You, or for which You are responsible, used in connection with the Business Activity.</p> | <ul style="list-style-type: none"> (a) We will not pay more than £10,000 in total in any one period of insurance. (b) We will not pay unless at the time of Damage there is motor insurance in force covering Your interest in the agricultural vehicle(s), trailer(s) or implement(s) used in connection with the Business Activity at the Farm against Damage by an Insured Peril and payment has been made or liability admitted under that insurance. (c) We will not pay under this extension following Damage to any private car or commercial vehicle. |

Section G – Business Interruption - Additional Cost of Working

Cessation of Interest

This Section will be made void immediately if, at any time:

- (1) the **Business Activity** is permanently discontinued, wound up or carried on by a liquidator, receiver or administrator; or
 - (2) any other formal arrangements are made with creditors; or
 - (3) **Your** interest ceases other than by death;
- unless **We** give **Our** written consent to the contrary.

Claims Settlement Provisions

Subject to any relevant monetary limit specified in this section **We** will settle a claim for additional cost of working by payment of the reasonable and necessary additional expenditure incurred with **Our** prior written consent for the sole purpose of maintaining the **Business Activity** during the **Indemnity Period**.

Section H – Accidental Damage

The schedule will show if this section applies and the cover is in force.

Definitions

Each time any of the following words or phrases appear in this section in bold type (or in capital letters in the schedule) they will take the meaning shown below or if not defined below in the General Definitions.

Where words or phrases are not highlighted in this manner the everyday meaning will apply.

Item(s) Insured means the items set out in the 'Accidental Damage' section of the schedule.

Cover

| What is covered | What is not covered |
|--|--|
| <p>We will pay You for accidental Damage to Item(s) Insured happening during the period of insurance stated in the Schedule.</p> | <p>We will not pay for:</p> <ul style="list-style-type: none">(a) more than the sum insured for each Item Insured shown in the schedule in respect of any one Event, after deduction of the Excess.(b) Damage caused by or consisting of inherent vice, latent defect, depreciation, gradual deterioration, wear and tear, its own faulty or defective design or materials, faulty or defective workmanship, mechanical or electrical breakdown, failure or breakage;(c) Damage caused by or consisting of corrosion, rust, dust, wet or dry rot, contamination, mildew, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, chewing, tearing, fouling, vermin, insects, change in temperature, colour, flavour, texture, finish or action of light;(d) Damage caused by delay, confiscation or detention by Customs or other officials;(e) Damage to property resulting from its undergoing any process of cleaning, dyeing, restoration, production, packing, treatment, testing, commissioning, servicing, dismantling or repair;(f) Damage caused by atmospheric and climatic conditions (other than storm unless otherwise excluded);(g) Damage to any mechanically propelled vehicle, caravan, trailer, watercraft or aircraft;(h) consequential loss of any kind;(i) Damage to Money;(j) any Damage not traceable to a specific event;(k) Damage occurring outside the Geographical Limits;(l) Damage caused by failure to maintain a sufficient level of nitrogen in flasks;(m) loss or deterioration or Damage to the contents of bulk milk tanks and refrigeration units.(n) Damage occurring at the Farm to Item(s) Insured which are portable caused by fire, lightning, explosion, riot, malicious persons, aircraft, impact by road or rail vehicle or animal, theft or attempt theft. |

Section H – Accidental Damage

Cover

| What is covered | What is not covered |
|-----------------|---|
| | (o) Damage occurring at the Farm to Item(s) Insured which are not moveable or are fixed to a Building caused by fire, lightning, explosion, riot, malicious persons, aircraft, impact by road or rail vehicle or animal, storm, theft or attempt theft. |

Claims settlement provisions

Basis of settlement – Fixed Machinery

Claims for **Damage** to **Fixed Machinery** will be settled on the basis of the cost of reinstatement.

For this purpose “reinstatement” means

- (a) the replacement of property lost or destroyed.
- (b) the repair or restoration of property damaged.

You can do this on another site and in any manner suitable for **Your** requirements, provided it does not cost more than it would to reinstate to the original specification.

In the case of (a) or (b) **We** will reinstate to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new and without any allowance for depreciation or wear and tear provided that:

- (i) the **Fixed Machinery** was in a good state of repair at the time of the **Damage**;
- (ii) reinstatement commences and proceeds without unreasonable delay;
- (iii) the cost of reinstatement shall have been actually incurred;
- (iv) **Our** liability for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed;
- (v) **We** shall not be bound to reinstate exactly or completely any property that is the subject of a claim but only as circumstances permit and in a reasonably sufficient manner.

Basis of settlement – All other Items Insured

At **Our** option **We** will either replace or pay the cost of replacing as new except for items that can be economically restored or repaired where **We** will pay the cost of restoring or repairing the item.

The most **We** will pay for any claim is the sum insured depending on any limit shown in **Your** schedule.

We will not reduce the sums insured after **We** pay a claim except for total loss or destruction of individually specified items in which case cover will end.

For the purpose of any claim settlement repair or replacement as near as is reasonably practicable will be sufficient even though the former appearance or condition of the property may not be precisely restored.

We will not be liable for any replacement of or work on any undamaged items or remaining parts solely because they form part of a pair set suite group or collection of articles of a similar nature colour pattern or design.

Section I – Money

The schedule will show if this section applies and the cover is in force.

Definitions

Each time any of the following words or phrases appear in this section in bold type (or in capital letters in the schedule) they will take the meaning shown below or if not defined below in the General Definitions.

Where words or phrases are not highlighted in this manner the everyday meaning will apply.

Bodily Injury means physical injury, disease, sickness, mental anguish or emotional distress resulting directly and independently of any other cause within 24 calendar months in disablement or death.

Business Hours means any time when anyone with responsibility for **Money** is in attendance at the **Farm** for the purpose of **Your Business Activity**.

Insured Person means any **Employee** of the **Insured**.

Loss of Eye(s) means total and irrecoverable loss of sight of an eye or eyes.

Loss of Limb(s) means loss by physical severance at or above the wrist or ankle or total and irrecoverable loss of use of a limb or limbs.

Medical Expenses means the cost of medical, surgical, dental or other remedial attention, treatment or appliances given or prescribed by a qualified medical practitioner and all hospital, nursing home and ambulance charges necessarily incurred in the treatment of the **Insured Person**.

Money in Transit means **Money** other than **Non-negotiable Money** in transit whilst in **Personal Custody** or in a bank night safe until the bank accepts responsibility.

Non-negotiable Money means crossed cheques (other than pre-signed blank cheques), crossed postal orders, crossed money orders, crossed bankers drafts, National Savings certificates, Premium Bonds, stamped National Insurance cards, credit and debit card sales vouchers, Value Added Tax purchase vouchers and unused credit on postal franking machines.

Permanent Total Disablement means permanent, total and absolute disablement (other than by **Loss of Limb(s)** or **Loss of Eye(s)**) from gainful employment of any and every kind which shall have lasted for 104 weeks and which in all probability will last for the remainder of life.

Personal Custody means within the immediate personal control of **You** or any other responsible person authorised by **You**.

Temporary Total Disablement means disablement from engaging in or giving attention to usual profession, trade, business or occupation for a period not exceeding 104 weeks in all from the commencement of such disablement.

Cover

| What is covered | What is not covered |
|--|---|
| <p>Cover A</p> <p>We will pay You for Damage to Money happening during the period of insurance anywhere in the Geographical Limits.</p> <p>Our liability shall not exceed the following limits:</p> <p>1 Non-negotiable Money. Limit: £100,000 in respect of any one Event.</p> <p>2 Money at the Farm during Business Hours. Limits: a. £500 for loss from any one room left unattended and unlocked unless the Money is contained in a locked cupboard drawer or safe and the key is removed from the room; b. £5,000 in all. in respect of any one Event.</p> <p>3 Money at the Farm outside Business Hours. Limits: a. £2,500 in all for loss from locked safes; b. £500 for any other loss. in respect of any one Event</p> <p>4 Money in Transit. Limit £5,000 in respect of any one event.</p> <p>5 Money in Your home (not being at the Farm) or in the home of a director partner or authorised Employee of Your Business Activity. Limit: £500 in respect of any one Event.</p> | <p>We will not pay in respect of loss:</p> <p>(a) due to dishonesty of any director, trustee, partner, Employee or volunteer of the Insured other than as provided for by extension 3 - Dishonesty of Employee or extension 4 - Fraud and identity theft;</p> <p>(b) due to dishonesty of any member of Your household;</p> <p>(c) whilst the Money is in the custody or control of a professional carrier;</p> <p>(d) during transit by unregistered post;</p> <p>(e) from an unattended vehicle;</p> <p>(f) due to clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques or to the use of counterfeit money;</p> <p>(g) of completed credit or debit card sales vouchers unless a copy of each voucher is at all times kept in a secure place separate from its counterpart;</p> <p>(h) resulting from a business transaction;</p> <p>(i) following the use of a combination code key or duplicate key unless the combination code key or duplicate key was obtained by violence or threat of violence to its authorised holder or to a member of the holder's family.</p> |

Section I – Money

Extensions

| What is covered | What is not covered |
|--|---|
| <p>1 Damage to safes</p> <p>We will pay You for Damage to any safe strongroom or cash carrying bag belonging to You or for which You are responsible arising in connection with theft or attempted theft of insured Money.</p> <p>2 Damage to clothing and personal effects</p> <p>We will pay You for Damage to clothing and personal effects belonging to You or any of Your directors, partners, trustees, Employees or representatives arising in connection with theft or attempted theft of insured Money.</p> <p>Limit: £500 any one Event.</p> <p>3 Dishonesty of employee</p> <p>We will pay You for Damage to Money due to the dishonesty of any director trustee or Employee of the Insured provided that:</p> <p>(a) such loss is not more specifically insured;</p> <p>(b) the loss is discovered within 28 days of the occurrence;</p> <p>(c) Our liability for such loss shall not exceed £2,000 per person nor £5,000 in total in any one period of insurance.</p> <p>4 Fraud and identity theft</p> <p>We pay You for:</p> <p>(a) loss resulting from the fraudulent use of any credit or debit card ordinarily used in connection with the Business Activity.</p> <p>Limit: £1,000 per card any one period of insurance</p> <p>(b) the reasonable and necessary costs incurred with Our consent in protecting the interests of Your Business Activity following the fraudulent use of the identity of the business or of Your directors, trustees, partners or employees by a third party for the purposes of obtaining credit.</p> <p>Limit: £1,000 any one period of insurance.</p> | <p>We will not pay in respect of:</p> <p>(i) loss due to the use of any card where the terms under which it has been issued have not been fully complied with;</p> <p>(ii) losses covered by a bank or card issuer;</p> <p>(iii) fraudulent use by You or Your directors, trustees or partners.</p> |

| What is covered | What is not covered | | | | | | | | |
|---|---|--------|--|--------|--------------------------------------|--------|--------------------------------------|---|--|
| <p>Personal Accident Assault Benefit</p> <p>If during the period of insurance an Insured Person sustains Bodily Injury in the course of their employment by You as a direct result of robbery or hold-up or attempted robbery or hold-up, We will pay the appropriate benefit.</p> <p>Scale of Benefits</p> <table> <tr> <td>1 Death</td><td>£5,000</td></tr> <tr> <td>2 Loss of limb(s) or Loss of eye(s)</td><td>£5,000</td></tr> <tr> <td>3 Permanent total disablement</td><td>£5,000</td></tr> <tr> <td>4 Temporary total disablement</td><td>£25 per week for a period of up to 104 weeks.</td></tr> </table> <p>Hospital Benefit and Medical Expenses</p> <p>If during the period of insurance an Insured Person sustains Bodily Injury in the course of their employment by You as a direct result of robbery or hold-up or attempted robbery or hold-up We will pay:</p> <p>(a) Medical Expenses incurred by the Insured Person. Limit £500;</p> <p>(b) £20 a day up to £280 if as a result of the Bodily Injury the Insured Person goes into hospital for in-patient treatment.</p> <p>Special conditions</p> <ol style="list-style-type: none"> Benefit shall not be payable in respect of any Insured Person for any later accident after an accident giving rise to a claim other than for Temporary Total Disablement. Benefit for Permanent Total Disablement may be payable following benefit for Temporary Total Disablement. Other than 2 above one benefit only shall be payable in respect of any one Insured Person in connection with the same accident. A receipt given by You or by Your legal personal representatives shall be a valid discharge of Our liability under this section. No compensation shall become payable until the total amount shall have been ascertained and agreed except that periodic payments on account of Temporary Total Disablement may be made by Us. | 1 Death | £5,000 | 2 Loss of limb(s) or Loss of eye(s) | £5,000 | 3 Permanent total disablement | £5,000 | 4 Temporary total disablement | £25 per week for a period of up to 104 weeks. | <p>We will not pay for Bodily Injury:</p> <p>(a) arising from wilful exposure to needless peril (except in an attempt to save human life);</p> <p>(b) sustained by any person before that person attains the age of 16 years or after the expiry of the period of insurance in which that person attained the age of 70 years.</p> |
| 1 Death | £5,000 | | | | | | | | |
| 2 Loss of limb(s) or Loss of eye(s) | £5,000 | | | | | | | | |
| 3 Permanent total disablement | £5,000 | | | | | | | | |
| 4 Temporary total disablement | £25 per week for a period of up to 104 weeks. | | | | | | | | |

Section J – Property in Transit

The schedule will show if this section applies and the cover is in force.

Definitions

Each time any of the following words or phrases appear in this section in bold type (or in capital letters in the schedule) they will take the meaning shown below or if not defined below in the General Definitions.

Where words or phrases are not highlighted in this manner the everyday meaning will apply.

Farm Property means:

(a) **Farm Produce, Portable Machinery and Supplies;**

(b) tarpaulins, sheets, trailer curtains, ropes, chains and webbing straps.

belonging to **You** or for which **You** are legally responsible used in connection with the **Business Activity**.

Livestock means cattle, goats, sheep, pigs, deer, alpacas, llamas, horses and working dogs.

Poultry means chickens, turkeys, geese, ducks and game birds.

Whilst in Transit means:

(a) whilst being loaded on to or unloaded from the vehicle used for the transit;

(b) whilst on the vehicle in transit to and from its destination within the **Geographical Limits**;

(c) whilst temporarily housed within the **Geographical Limits** for up to 48 hours when in course of transit;

(d) whilst on the vehicle on a vehicle ferry during direct sea transits between parts of the **Geographical Limits**.

Cover

| What is covered | What is not covered |
|--|---|
| <p>We will pay You (by payment up to the value of the Farm Property at the time of loss or at Our option by repair reinstatement or replacement) in respect of:</p> <p>(a) Damage to any part of the Farm Property by any cause happening during the period of insurance Whilst in Transit by any road vehicle operated by You anywhere in the Geographical Limits;</p> <p>(b) Reasonable costs and expenses necessarily incurred in:</p> <p>(i) Unloading and reloading Farm Property onto another vehicle for delivery to the original destination or to the place of collection;</p> <p>(ii) Removal of debris and site clearance or dismantling or breaking up of Farm Property arising from Damage for which insurance is provided under this section up to a total of £1,000 in respect of any one incident.</p> <p>(c) Damage to drivers' clothing and personal effects if not otherwise insured up to an amount of £500 per person.</p> | <p>We will not pay for:</p> <p>1 more than the sum insured per load shown in the schedule in respect of any one Event, after deduction of the Excess.</p> <p>2 Damage caused by or arising from packing inadequate to withstand normal handling during transit.</p> <p>3 Damage to:</p> <p>(a) money, securities, bills of exchange, deeds, manuscripts, documents, business books, patterns, models, moulds, plans and designs;</p> <p>(b) bullion, gold and silver articles, precious metals or stones, jewellery and furs;</p> <p>(c) non-ferrous metals, tobacco, cigarettes, cigars, wines, spirits, radios, television sets, audio, video and digital equipment discs;</p> <p>(d) explosives or other dangerous goods (the term "dangerous goods" means goods specified in the Special Classification of Dangerous Goods issued by the railway authorities or otherwise not accepted for rail transport on the grounds of their dangerous or hazardous nature).</p> <p>4 Damage caused by or arising from:</p> <p>(a) inherent vice, latent defect, gradual deterioration, wear and tear, its own faulty or defective design or materials, faulty or defective workmanship;</p> |

Section J – Property in Transit

| What is covered | What is not covered |
|-----------------|---|
| | <ul style="list-style-type: none"> (b) contamination, corrosion, rust, wet or dry rot, mildew, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, insects, change in temperature, action of light, colour, flavour, texture or finish; (c) electrical or mechanical derangement unless caused by external means; (d) deterioration, depreciation, delay in transit, loss of market or other consequential loss, riot or strikes; (e) leakage or spillage from containers (unless caused by an accident to the vehicle). <p>5 Damage to Farm Property on open vehicles caused by the weather unless the Farm Property is suitably protected.</p> <p>6 Deterioration of refrigerated goods following breakdown or failure of refrigeration equipment unless such failure or breakdown is due to an accident to the vehicle.</p> <p>7 Damage resulting from theft or attempted theft:</p> <ul style="list-style-type: none"> (a) committed, assisted, brought about or connived at by You or any of Your directors, trustees, Employees, volunteers or any member of Your household; (b) from any unattended vehicle unless all doors, windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys removed from the vehicle. <p>8 Damage to Livestock, Poultry or other living creatures.</p> <p>9 Damage to property carried by You for hire or reward.</p> <p>10 Damage resulting from confiscation or destruction by Government or Local Authority order.</p> |

Section K – Livestock Perils

The schedule will show if this section applies and the cover is in force.

Definitions

Each time any words or phrases appear in this section in bold type (or in capital letters in the schedule) they will take the meaning shown below or if not defined below in the General Definitions.

Where words or phrases are not highlighted in this manner the everyday meaning will apply.

Slaughter on Humane Grounds means: Slaughter:

1. With **Our** prior consent; or
2. Where a veterinary surgeon has certified it necessary to carry out immediate slaughter because it would be cruel to keep the animal alive.

Cover A – Livestock: Perils

| What is covered | What is not covered |
|--|---|
| <p>We will pay for loss of Livestock or Poultry arising from:</p> <ol style="list-style-type: none">1. Death or Slaughter on Humane Grounds caused by any Peril shown against the individual item in the schedule of this section, including:2. Theft, where theft is a peril shown against the individual item in the schedule of this section occurring at the Farm during the period of insurance. <p>We will also pay up to a maximum of 15% of the relevant sum insured shown in the schedule to this section where Damage to Livestock or Poultry is caused by Perils 1 to 4 whilst temporarily removed from the Farm.</p> | <ol style="list-style-type: none">1. We will not pay for death or Slaughter on Humane Grounds more than 30 days from the date of occurrence of the Insured Peril.2. Any claim resulting from:<ol style="list-style-type: none">(a) death while straying;(b) slaughter other than Slaughter on Humane Grounds;(c) the destruction to comply with any statute or any order of a competent authority;(d) a deliberate act or omission by You or Your directors partners or Employees.3. We will not pay in respect of:<ol style="list-style-type: none">(a) any one animal more than its market value at the time of the Event giving rise to a claim, subject to the limit per animal shown in the schedule ;(b) any one Event more than the relevant sum insured for Livestock or Poultry shown in the schedule. |

Cover B – Livestock worrying

| What is covered | What is not covered |
|--|---|
| <p>Death or Slaughter on Humane Grounds of Livestock as a result of being worried at the Farm during the period of insurance by a dog not belonging to You or by any predatory animal.</p> | <ol style="list-style-type: none">1. Loss occurring more than 30 days after the injury to Livestock.2. Any claim resulting from:<ol style="list-style-type: none">(a) death while straying;(b) slaughter other than Slaughter on Humane Grounds;(c) the destruction to comply with any statute or any order of a competent authority;(d) a deliberate act or omission by You or Your directors, partners or Employees.3. Aborted and stillborn foetuses.4. We will not pay in respect of:<ol style="list-style-type: none">(a) any one animal more than its market value at the time of the Event giving rise to a claim, subject to the limit per animal shown in the schedule;(b) any one Event more than the relevant sum insured for Livestock shown in the schedule. |

Cover C – Veterinary surgeons fees

| What is covered | What is not covered |
|---|---|
| <p>We will pay reasonable veterinary surgeons fees incurred by You for treatment to Livestock injured by any of the Events insured under Cover A or Cover B of this section:</p> <p>(i) Up to the date of its death if this occurs within 30 days of the injury; or</p> <p>(ii) During the first 30 days after the injury if a veterinary surgeon certifies that the animal would have died within this period but for their treatment.</p> | <p>We will not pay for any one animal more than £1,000 or the value of the animal, whichever is the less, in respect of any one Event.</p> <p>We will not pay fees incurred after 30 days from the injury.</p> |

Claims settlement provision

Claims for loss or death of **Livestock** or **Poultry** will be settled on the basis of the market value of the **Livestock** or **Poultry** at the time of the **Event** giving rise to a claim, subject to any relevant monetary limit specified in this section.

Such claims must be certified by a qualified veterinary surgeon.

Special Condition of Underinsurance

If at the time of any **Damage** the Sum Insured for **Livestock** and **Poultry** is less than 75% of its value **Our** liability for **Your** claim will be proportionately reduced.

Section L – Individual Animal

The schedule will show if this section applies and the cover is in force.

Definitions

Each time any of the following words or phrases appear in this section in bold type (or in capital letters in the schedule) they will take the meaning shown below or if not defined below in the General Definitions.

Where words or phrases are not highlighted in this manner the everyday meaning will apply.

Insured Animal(s) means the animal or animals specified in the schedule.

Slaughter on Humane Grounds means: Slaughter:

1. With **Our** prior consent; or
2. Where a veterinary surgeon has certified it necessary to carry out immediate slaughter because it would be cruel to keep the animal alive.

Cover A - Individual Animal

| What is covered | What is not covered |
|--|---|
| <p>We will pay for:</p> <ol style="list-style-type: none">1. Death or Slaughter on Humane Grounds of the Insured Animal during the period of insurance shown on the schedule or within 30 days after the period of insurance shown on the schedule due to:<ol style="list-style-type: none">a) An accident which occurs; orb) An illness, disease or condition which first appears: during the period of insurance shown on the schedule, or2. Loss of an Insured Animal as a result of theft during the period of insurance shown on the schedule; within the Geographical Limits. <p>Bulls only</p> <p>This cover extends to provide insurance in the event of the Insured Animal being proved by the production of satisfactory written evidence to be permanently impotent, infertile or incapable of service as a result of illness or injury arising during the period of insurance shown in the schedule of this policy.</p> | <p>We will not pay for:</p> <ol style="list-style-type: none">(a) death where the Insured Animal is slaughtered other than Slaughter on Humane Grounds;(b) death where the Insured Animal is destroyed in accordance with any statute or any order by a competent authority;(c) death where the Insured Animal dies as a result of the surgical operation of castration or surgical operation or general anaesthetic not carried out or administered by a veterinary surgeon;(d) an illness, disease or condition which appears during the 14 days after the start of this cover unless You can prove previous continuous insurance;(e) any loss which directly or indirectly arises from or is connected with:<ol style="list-style-type: none">(i) any accident which happened to the Insured Animal before the start of this cover or if this has been in force for a year or more before the last renewal; or(ii) any illness, disease or condition which first appeared in the Insured Animal before the start of this cover or, if this has been in force for a year or more, before the last renewal.(f) an Insured Animal which is slaughtered:<ol style="list-style-type: none">(i) on the order of any Government or Local Authority or under any scheme rules relating to the eradication of a specific disease;(ii) because it is incapable of natural service or of performing the function(s) for which it is kept ; or(iii) for financial reasons.(g) Loss resulting from deception by a purported purchaser or his agent. |

Section L – Individual Animal

Cover B – Veterinary surgeons' fees

| What is covered | What is not covered |
|---|---|
| We will pay reasonable Veterinary Surgeons Fees incurred by You arising from: (i) Fatal injury to the Insured Animal ; or (ii) Any other injury to the Insured Animal , which a veterinary surgeon certifies would have resulted in death within 30 days had treatment not been administered; sustained during the period of insurance shown on the schedule as a direct result of an accident. | We will not pay for any one animal more than £1,000 or the value of the animal, whichever is the less, in respect of any one Event . We will not pay fees incurred after 30 days from the injury. |

Cover C. Rescue fees

| What is covered | What is not covered |
|---|---|
| Rescue fees incurred by You and payable to any professional rescue organisation for the rescue of an Insured Animal . | We will not pay for any one animal more than £1,000 in respect of any one Event . |

Claims settlement provisions

Subject to the terms of and the limits specified in this policy **We** will settle claims by payment to **You** of:

- (a) the relevant sum insured shown in the schedule; or
- (b) the market value of the **Insured Animal** immediately prior to its becoming impotent, infertile or incapable of service.

whichever is the less on condition that a payment will immediately end all insurance in respect of the **Insured Animal**.

Conditions

- 1 **You** must inform **Us** in writing before any renewal of this section of any defect, illness or injury from which the **Insured Animal** is suffering.
- 2 **You** must take all reasonable precautions to reduce or remove the risk of death, illness or injury. In the event of illness or injury to the **Insured Animal** **You** must arrange immediately for proper treatment by a veterinary surgeon.
- 3 **You** must report any death, illness or injury to **Us** as soon as is reasonably possible.
- 4 **You** must give **Us** any help which **We** may reasonably ask for in connection with the claim.

In the event of the death of the **Insured Animal** **You** must submit at **Your** own expense a veterinary surgeon's certificate stating the cause of death and dispose of the carcase to the best advantage. Any settlement will be reduced by the amount obtained.

Section M – Fatal Injury whilst Straying

The schedule will show if this section applies and the cover is in force.

Definitions

Each time any of the following words or phrases appear in this section in bold type (or in capital letters in the schedule) they will take the meaning shown below or if not defined below in the General Definitions.

Where words or phrases are not highlighted in this manner the everyday meaning will apply.

Slaughter on Humane Grounds means: Slaughter:

1. With **Our** prior consent; or
2. Where a veterinary surgeon has certified it necessary to carry out immediate slaughter because it would be cruel to keep the animal alive.

Cover A – Straying

| What is covered | What is not covered |
|--|---|
| <p>Death or Slaughter on Humane Grounds of Livestock caused by violent, external, visible and accidental injury, poisoning or drowning during the period of insurance while:</p> <p>(a) straying from their normal confines at the Farm immediately prior to the loss; or</p> <p>(b) on any public thoroughfare, sale yard, market or agricultural showground; or straying from any of these locations.</p> | <p>We will not pay for:</p> <ol style="list-style-type: none">1. Death or Slaughter on Humane Grounds occurring more than 30 days after the injury to Livestock.2. Death or Slaughter on Humane Grounds of Livestock resulting from the worrying by any dog or any other predatory animal.3. Any claim resulting from:<ol style="list-style-type: none">(a) death while straying from unfenced common land or non-rhyned moorland unless cover for unfenced Livestock is shown in the schedule;(b) slaughter other than Slaughter on Humane Grounds;(c) the destruction to comply with any statute or any order of a competent authority;(d) a deliberate act or omission by You or Your directors, partners or Employees.4. Losses while in, or being loaded onto or being unloaded from a vehicle or trailer. <p>We will not pay more than:</p> <ol style="list-style-type: none">(a) the limit per animal shown in the schedule;(b) the relevant sum insured shown in the schedule in respect of any one event less the Excess. |

Section M – Fatal Injury whilst Straying

Cover B – Veterinary surgeons' fees

| What is covered | What is not covered |
|--|---|
| <p>We will pay reasonable Veterinary surgeon's fees incurred by You for treatment to Livestock injured by any of the events insured under Cover A of this section:</p> <p>(i) up to the date of its death if this occurs within 30 days of the injury; or</p> <p>(ii) during the first 30 days after the injury if a veterinary surgeon certifies that the animal would have died within this period but for their treatment.</p> | <p>We will not pay for any one animal more than £1,000 or the value of the animal, whichever is the less, in respect of any one Event.</p> <p>We will not pay fees incurred after 30 days from the injury.</p> |

Cover C. Rescue fees

| What is covered | What is not covered |
|---|---|
| <p>Rescue fees incurred by You and payable to any professional rescue organisation for the rescue of Livestock.</p> | <p>We will not pay for any one animal more than £1,000 in respect of any one Event.</p> |

Claims Settlement Provisions

Livestock

We will settle a claim by payment on the basis of the market value of the animal at the time of the **Event** giving rise to a claim, subject to any relevant monetary limit specified in this section.

Section N – Livestock in Transit

The schedule will show if this section applies and the cover is in force.

Definitions

Each time any of the following words or phrases appear in this section in bold type (or in capital letters in the schedule) they will take the meaning shown below or if not defined below in the General Definitions.

Where words or phrases are not highlighted in this manner the everyday meaning will apply.

Load means the contents of any one motor vehicle including the contents of any attached trailer.

Slaughter on Humane Grounds means: Slaughter:

1. With **Our** prior consent; or
2. Where a veterinary surgeon has certified it necessary to carry out immediate slaughter because it would be cruel to keep the animal alive.

Cover A - In transit

| What is covered | What is not covered |
|--|---|
| Death or Slaughter on Humane Grounds of Livestock or Poultry caused by accidental injury during the period of insurance whilst: (i) in transit by road on a motor vehicle or in a trailer attached to the vehicle; or (ii) being loaded on or unloaded from the vehicle or trailer. | 1. loss occurring more than 30 days after the injury to Livestock or Poultry . 2. Any claim resulting from: (a) slaughter other than Slaughter on Humane Grounds ; (b) a deliberate act or omission by You or Your directors, partners or Employees ; (c) any Livestock or Poultry carried by You for hire or reward. We will not pay more than: (a) the limit per animal shown in the schedule; (b) the relevant sum insured shown in the schedule for any one Load less the Excess |

Cover B – Veterinary surgeons' fees

| What is covered | What is not covered |
|--|---|
| We will pay reasonable Veterinary surgeon's fees incurred by You for treatment to an animal injured by any of the events insured under Cover A of this section: (i) up to the date of its death if this occurs within 30 days of the injury; or (ii) during the first 30 days after the injury if a veterinary surgeon certifies that the animal would have died within this period but for their treatment. | We will not pay for any one animal more than £1,000 or the value of the animal, whichever is the less, in respect of any one Event . We will not pay fees incurred after 30 days from the injury. |

Section N – Livestock in Transit

Cover C. Rescue fees

| What is covered | What is not covered |
|---|--|
| Rescue fees incurred by You and payable to any professional rescue organisation for the rescue of Livestock . | We will not pay more than £1,000 for each animal in respect of any one event. |

Claims Settlement Provisions

Livestock and Poultry

We will settle a claim by payment on the basis of the market value of the animal at the time of the **Event** giving rise to a claim subject to any relevant monetary limit specified in this section.

Section O - Livestock Diseases - Tuberculosis Reactor

The schedule will show if this section applies and the cover is in force.

Definitions

Each time any of the following words or phrases appear in this section in bold type (or in capital letters in the schedule) they will take the meaning shown below or if not defined below in the General Definitions.

Where words or phrases are not highlighted in this manner the everyday meaning will apply.

Ministry means the appropriate Government Authority for Agriculture in the country in which the risk is situated.

Livestock means cattle.

What is Covered

We will pay the benefit shown on your schedule for each animal if **Livestock** insured are slaughtered on the written order of the **Ministry** in accordance with the legal provisions relating to the eradication of Bovine Tuberculosis as the result of a test during the period of insurance.

Conditions

1. If at the time of any test the number of **Livestock** to be tested exceeds by more than 10% the number of **Livestock** insured **You** must notify **Us** of the additional number to be insured enclosing the appropriate premium not less than 24 hours before the commencement of the test.
2. If **You** breach the legal provisions relating to the eradication of Bovine Tuberculosis disease, including any requirements relating to the isolation and testing of animals, all cover under this section will cease from the date the breach occurred.
3. **You** must report any occurrence giving rise to a claim under this section to **Us** immediately and must as soon as possible supply documentary proof of the number and type of all animals slaughtered and of the amount of the compensation paid by the **Ministry**.

On **Our** request **You** must complete an authorisation form enabling **Us** to obtain confirmation from the **Ministry** of the loss and of the particulars of the claim.
4. If on the day of a test the number of **Livestock** exceeds by more than 10% the number shown in the schedule the amount payable will be such proportion of the indemnity as the total number of **Livestock** insured bears to the total number of **Livestock** tested.
5. If a change is made to the legislation governing:
(a) the control of Bovine Tuberculosis disease; or
(b) Bovine Tuberculosis disease compensation payments;
We may cancel cover for that disease by giving **You** seven days' notice in writing.

Section P - Livestock Diseases - Brucellosis

The schedule will show if this section applies and the cover is in force.

Definitions

Each time any of the following words or phrases appear in this section in bold type (or in capital letters in the schedule) they will take the meaning shown below or if not defined below in the General Definitions.

Where words or phrases are not highlighted in this manner the everyday meaning will apply.

Ministry means the appropriate Government Authority for Agriculture in the country in which the risk is situated.

Livestock means cattle.

What is Covered

If any **Livestock** fails to pass a blood test for brucellosis and is consequently sent for slaughter in accordance with the rules or measures governing brucellosis eradication **We** will pay **You** in respect of any one animal:

- (a) 25% of the valuation of the animal by the **Ministry** or the difference between the market value and the **Ministry** compensation whichever is greater subject to a maximum of £150; or
- (b) 25% of the valuation of the animal by the **Ministry** or the difference between the market value and the **Ministry** compensation whichever is greater subject to a maximum of £300.

The schedule will show whether indemnity limit (a) or (b) above applies.

Conditions

- 1. If **You** breach the legal provisions relating to the eradication of Brucellosis disease, including any requirements relating to the isolation and testing of animals, all cover under this section will cease from the date the breach occurred.
- 2. Increases in numbers of **Livestock** will be accepted if the full annual premium is paid provided that at the time of requesting the increase **You** had no knowledge of any impending blood test and that no movement restriction orders were in force;
- 3. **You** must report any occurrence giving rise to a claim under this section to **Us** immediately and complete the provided authorisation form which will be supplied by **Us** so that **We** may obtain full particulars of the loss from the **Ministry**;
The information provided by the **Ministry** together with the **Ministry's** valuation form and, where applicable, a professional valuation will, when lodged with **Us**, constitute evidence of the loss and be used as the basis for the settlement of the claim under this section;
- 4. If on the day of a test the number of **Livestock** exceeds by more than 10% the number shown in the schedule the amount payable will be such proportion of the indemnity as the total number of **Livestock** insured bears to the total number of **Livestock** tested.
- 5. If a change is made to the legislation governing:
 - (a) the control of brucellosis disease; or
 - (b) brucellosis disease compensation payments;**We** may cancel cover for that disease by giving **You** seven days' notice in writing.

Exclusion

This section does not insure:

- (a) **Livestock** removed from the herd or disposed of otherwise than as a result of failing to pass a post-accreditation/post certification blood test for brucellosis conducted in accordance with the rules or measures governing brucellosis eradication;
- (b) **Livestock** arriving at the **Farm** until such time as they are qualified to enter the Accredited/ Certified Herd without restriction under the appropriate rules or measures governing brucellosis eradication.

Section Q - Livestock Diseases - Foot and Mouth

The schedule will show if this section applies and the cover is in force .

Definitions

Each time any of the following words or phrases appear in this section in bold type (or in capital letters in the schedule) they will take the meaning shown below or if not defined below in the General Definitions.

Where words or phrases are not highlighted in this manner the everyday meaning will apply.

Ministry means the appropriate Government Authority for Agriculture in the country in which the risk is situated.

What is Covered

If any animal shown in the schedule is slaughtered by order of the **Ministry** due to Foot and Mouth disease **We** will pay **You** in respect of any one animal:

- (a) 25% of the valuation of the animal by the **Ministry** subject to a maximum of £150; or
- (b) 25% of the valuation of the animal by the **Ministry** subject to a maximum of £300.

The schedule will show whether cover (a) or (b) above applies.

Conditions

1. If **You** breach the legal provisions relating to the eradication of Foot and Mouth disease, including any requirements relating to the isolation and testing of animals, all cover under this section will cease from the date the breach occurred.
2. **You** must report any occurrence giving rise to a claim under this section to **Us** in writing immediately and must as soon as reasonably possible supply documentary proof of the number and type of animals slaughtered, if any, and of the amount of the compensation paid by the **Ministry**. At **Our** request **You** must complete an authorisation form enabling **Us** to obtain confirmation from the **Ministry** of the loss and of the particulars of the claim.
3. If at the time of slaughter due to Foot & Mouth disease the number of **Livestock** exceeds by more than 10% the number shown in the schedule the amount payable will be such proportion of the indemnity as the total number of **Livestock** insured bears to the total number of **Livestock** owned.
4. Payment due under this section will be made in four equal instalments the first being paid as soon as the claim is agreed and the further instalments being paid on each of the three succeeding anniversaries of the date of slaughter.

No one instalment may be deferred beyond the date specified for payment.

You may however if **You** wish apply:

- (a) at the time of slaughter for the whole payment to be made in one sum, or
- (b) for all remaining instalments still outstanding to be paid at any time.

5. If a change is made to the legislation governing:

- (a) the control of foot and mouth disease; or
- (b) foot and mouth disease compensation payments;

We may cancel cover for that disease by giving **You** seven days' notice in writing.

On-line Legal Services

Register today at:

www.araglegal.co.uk and enter your voucher codes to access our law guides and download legal documents

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For a fee you can have some documents reviewed by a legal professional to ensure they meet your specific requirements

For helplines please see page 16.

ARAG plc are authorised and regulated by the Financial Conduct Authority (registration number 452369) while ARAG Allgemeine Versicherungs-AG Branch UK is authorised by the Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht) better known by its abbreviation BaFin, who is the regulatory authority in Germany. The UK Branch is also regulated by the Prudential Regulation Authority and the Financial Conduct Authority. ARAG plc has its registered office at 9 Whiteladies Road Clifton Bristol BS8 1NN. This can be checked by visiting the FCA website at www.fca.org.uk/register

Definitions

Each of the following words and expressions is given a specific meaning which applies wherever it appears in bold type in this section the schedule or in any endorsements

Appointed Advisor means the

- (a) solicitor, accountant or other advisor (who is not a mediator), appointed by **Us** to act on behalf of the **Insured**
- (b) mediator appointed by **Us** to provide impartial dispute resolution in relation to a claim accepted by **Us**

Business means the occupation, trade, profession or enterprise carried out by the entity shown in the schedule that attaches to this policy

Collective Conditional Fee Agreement means a legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **Us** to pay his or her professional fees on the basis of either

- (a) 100% "no-win no-fee" or
- (b) where discounted, that a discounted fee is payable

Conditional Fee Agreement means a legally enforceable agreement entered into between **You** and the **Appointed Advisor** for paying their professional fees on the basis of either

- (a) 100% "no-win no-fee" or
- (b) where discounted, that a discounted fee is payable

Employee means a worker who has or alleges they have entered into a contract of service with **You**

Geographical Limit means

- (a) for **What is covered B Contract & Debt Recovery** and **F Legal Defence** the United Kingdom Channel Islands Isle of Man Norway Switzerland and countries in the European Union
- (b) for all other cover the United Kingdom Channel Islands and the Isle of Man

Insured means

- (a) **You Your directors partners managers, officers and Employees of Your Business**
- (b) a person declared to **Us** who is contracted to perform work for **You**, who in all other respects **You** have arranged to insure on the same basis as **Your Employees** and who performs work under **Your** supervision.

Insurer means ARAG Allgemeine Versicherungs-AG Branch UK

Section R - Farm Legal Expenses

Definitions

Legal Costs & Expenses means

- (a) reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **Us**
The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.2
- (b) in civil claims, other side’s costs, fees and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement
- (c) reasonable accountancy fees reasonably incurred under **What is covered E Tax** by the **Appointed Advisor** and agreed by **Us** in advance
- (d) Health and Safety Executive Fees for Intervention
- (e) **Your Employee’s** basic wages or salary under **What is covered I Loss of Earnings** in the course of their employment with **You** while attending court or tribunal at the request of the **Appointed Advisor** or whilst on jury service where the time lost and lost wages or salary cannot be claimed back from the court or tribunal
- (f) The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under **What is covered K(c)** where the **Insured** has taken advice from **Our** Identity Theft Advice and Resolution Service
- (g) The professional fees and expenses of an **Appointed Advisor** selected by **Us** to reduce the actual adverse or negative publicity or media attention directed under **What is covered K (e) Executive suite** and **L Crisis communication**
- (h) Reasonable professional fees of arbitration under **What is covered M Agricultural Tenancy Disputes** or **What is covered O Agricultural Land Owners Disputes** reasonably charged by the **Appointed Advisor** and agreed by **Us** in advance up to a maximum £10,000

Reasonable Prospects of Success means

- (a) other than as set out in (b) and (c) below a greater than 50% chance of the **Insured** successfully pursuing or defending the claim and if the **Insured** is seeking damages or compensation a greater than 50% chance of enforcing any judgment that might be obtained. Under **What is covered B Contract & debt recovery**, there must be a greater than 50% chance of successfully defending the claim in its entirety
- (b) in criminal prosecution claims where the **Insured**
 - (i) pleads guilty, a greater than 50% chance of reducing any sentence or fine or
 - (ii) pleads not guilty a greater than 50% chance of that plea being accepted by the court
- (c) in all claims involving an appeal a greater than 50% chance of the **Insured** being successful.

Where it has been determined that **Reasonable Prospects of Success** do not exist, the **Insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome

We/Us/Our means ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the Insurer ARAG Allgemeine Versicherungs-AG Branch UK

You/Your means the individual, partnership or corporate body named in the schedule including any subsidiary and/or associated companies declared to Us

Section R - Farm Legal Expenses

Cover

| What is covered | What is not covered |
|---|--|
| <p>A. Property</p> <p>A dispute relating to material property which You own or is Your responsibility</p> <ul style="list-style-type: none"> (a) following an event which causes physical damage to Your material property (b) following a public or private nuisance or trespass (c) which You wish to recover or repossess from an Employee or ex-Employee <p>B. Contract & Debt Recovery</p> <p>A breach or alleged breach of an agreement or alleged agreement which has been entered into by You or on Your behalf to buy, sell, hire, lease, service, maintain or test produce, livestock, machinery, goods or services or to rent Your Business premises, provided that if You are claiming for an undisputed debt You have exhausted Your normal credit control procedures</p> <p>C. Employment</p> <p>A dispute between You and Your Employee ex-Employee or a prospective Employee arising from a breach or an alleged breach of their</p> <ul style="list-style-type: none"> (a) contract of service with You and/or (b) related legal rights <p>You can claim under the policy as soon as all internal procedures as set out in the</p> <ul style="list-style-type: none"> (i) ACAS Code of Practice for Disciplinary and Grievance Procedure, or (ii) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland <p>have been or ought to have been concluded</p> | <p>Any claim relating to</p> <ul style="list-style-type: none"> (a) a contract between You and the third party except for a claim under A(c) (b) goods lent or hired out (c) the compulsory purchase demolition restrictions or controls placed on Your property by any government local or public authority <p>Any claim relating to</p> <ul style="list-style-type: none"> (a) an amount which is less than £200 (b) disputes with a tenant or leasee where You are the landlord or lessor (c) the sale or purchase of land or buildings (d) loans mortgages endowments pensions or any other financial product (e) computer hardware software internet services or systems which <ul style="list-style-type: none"> (i) have been supplied by You or (ii) have been tailored to Your requirements (f) a breach or alleged breach of a professional duty by an Insured (g) the settlement payable under an insurance policy (h) a dispute relating to an Employee or ex-Employee (i) adjudication or arbitration <p>Any claim relating to</p> <ul style="list-style-type: none"> (a) the pursuit of an action by You other than an appeal against the decision of a court or tribunal (b) actual or alleged redundancy that is notified to Employees within 180 days of the start of this policy, except where You have had equivalent cover in force up until the start of this policy (c) costs You incur to prepare for an internal disciplinary hearing, grievance or appeal (d) a pension scheme where actions are brought by ten or more Employees or ex-Employees. |

Section R - Farm Legal Expenses

| What is covered | What is not covered |
|---|--|
| <p>D. Employment Compensation Awards</p> <p>Following a claim We have accepted under What is covered C Employment the Insurer will pay any</p> <ul style="list-style-type: none"> (a) basic and compensatory award or (b) an amount agreed by Us in settlement of a dispute <p>Provided that compensation is:</p> <ul style="list-style-type: none"> (a) agreed through mediation or conciliation or under a settlement approved by Us in advance or (b) awarded by a tribunal judgement after full argument unless given by default <p>E. Tax Disputes</p> <ul style="list-style-type: none"> (a) A formally notified enquiry into Your Business tax (b) A dispute about Your compliance with HMRC regulations relating to Your Employees, workers or payments to contractors (c) A dispute with HMRC about Value Added Tax <p>Provided that</p> <ul style="list-style-type: none"> (i) You keep proper records in accordance with legal requirements and (ii) in respect of any appealable matter You have requested an Internal Review from HM Revenue & Customs where available <p>F. Legal Defence</p> <ul style="list-style-type: none"> (a) A criminal investigation and/or enquiry by: <ul style="list-style-type: none"> (i) the police (ii) other body with the power to prosecute (including Health & Safety Executive Department for the Environment Food & Rural Affairs or the Environment Agency) <p>where it is suspected that an offence may have been committed that could lead to the Insured being prosecuted</p> (b) The charge for an offence or alleged offence which leads to the Insured being prosecuted in a court of criminal jurisdiction | <ul style="list-style-type: none"> (a) Money due to an Employee under a contract or a statutory provision relating thereto (b) Compensation awards or settlement relating to <ul style="list-style-type: none"> (i) trade union membership, industrial or labour arbitration or collective bargaining agreements (ii) civil claims or statutory rights relating to trustees of occupational pension schemes <p>Any claim arising from or relating to</p> <ul style="list-style-type: none"> (a) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions (b) an investigation by the Fraud Investigation Service of HMRC (c) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to Your financial arrangements (d) any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland (e) Your failure to register for VAT <p>Any claim relating to a parking offence</p> |

Section R - Farm Legal Expenses

| What is covered | What is not covered |
|--|---|
| <p>G. Compliance & Regulation</p> <ul style="list-style-type: none"> (a) Receipt of a Statutory Notice that imposes terms against which You wish to appeal. (b) Notice of a formal investigation or disciplinary hearing by any regulatory body (c) A civil action alleging wrongful arrest arising from an allegation of theft (d) A claim against You for compensation under the Data Protection Act 2018 provided that <ul style="list-style-type: none"> (i) You are registered with the Information Commissioner (ii) You are able to evidence that You have in place a process to <ul style="list-style-type: none"> - investigate complaints from data subjects regarding a breach of their privacy rights - offer suitable redress where a breach has occurred and that Your complaints process has been fully engaged (e) A civil action alleging that an Insured has: <ul style="list-style-type: none"> (i) committed an act of unlawful discrimination; or (ii) failed to correctly exercise their fiduciary duty as a trustee of a pension fund set up for the benefit of Your Employees <p>H. Statutory Licence Appeals</p> <p>An appeal against a decision by the relevant authority to alter suspend revoke or refuse to renew a licence or compulsory registration required to run Your Business</p> <p>I. Loss of Earnings</p> <p>The Insured's absence from work to attend court, tribunal, arbitration, regulatory proceedings or a professional body's disciplinary hearing at the request of the Appointed Advisor or whilst on Jury Service which results in loss of earnings</p> <p>J. Personal Injury</p> <p>An event that causes bodily injury to, or the death of, an Insured</p> | <p>Any claim arising from or relating to:</p> <ul style="list-style-type: none"> (a) the pursuit of an action by You other than an appeal (b) a routine inspection by a regulatory authority (c) an enquiry, investigation or enforcement action by HMRC (d) a claim brought against Your Business where unlawful discrimination has been alleged <p>Any sum which can be recovered from the court</p> <p>Any sum which can be recovered from the court</p> |

Section R - Farm Legal Expenses

| What is covered | What is not covered |
|---|--|
| <p>K. Executive Suite</p> <p>This event applies only to the principal, executive officers, directors and partners of Your Business</p> <p>(a) An HMRC enquiry into the executive's personal tax affairs</p> <p>(b) A motoring prosecution that arises from driving for personal, social or domestic use, including commuting to or from Your Business</p> <p>(c) A claim that arises from personal identity theft provided that the person claiming has sought and followed advice from the Executive suite identity theft resolution helpline</p> <p>(d) A dispute that arises from the terms of Your Business partnership agreement that is to be referred to mediation</p> <p>(e) Crisis communication as described in What is covered L below shall be available to the principal, executive officers, directors and partners of the Business for matters occurring in their private and personal capacity that cause significant adverse publicity or reputational damage</p> <p>L. Crisis Communication</p> <p>Following an event that arises which causes significant adverse publicity or reputational damage which is likely to have a widespread financial impact on Your Business, We will</p> <p>(a) liaise with You and Your solicitor (whether the solicitor is an Appointed Advisor under this policy, or acts on Your behalf under any other policy), to draft a media statement or press release</p> <p>(b) prepare communication for Your staff/customers/ suppliers and or a telephone or website script or social media messaging</p> <p>(c) arrange, support and represent an Insured at an event which media will be reporting</p> <p>(d) support the Insured by taking phone calls/emails and managing interaction with media outlets</p> <p>(e) support and prepare the Insured for media interviews provided that You have sought and followed advice from Our Crisis Communication helpline</p> | <p>(a) Any claim arising from or relating to:</p> <p>(i) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions</p> <p>(ii) an investigation by the Fraud Investigation Service of HMRC</p> <p>(iii) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to Your financial arrangements</p> <p>(iv) any enquiry that concerns assets, monies or wealth outside of the United Kingdom</p> <p>(v) a parking offence</p> <p>(vi) costs incurred in excess of £25,000 for a claim under K(d) and K (e)</p> <p>(b) Crisis communication for a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast</p> <p>Any claim arising from or relating to:</p> <p>(a) matters that should be dealt with through Your normal complaints procedures</p> <p>(b) a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast</p> <p>(c) costs incurred in excess of £25,000</p> |

Section R - Farm Legal Expenses

| What is covered | What is not covered |
|--|--|
| <p>M. Agricultural Tenancy Disputes</p> <p>A dispute that arises between You and Your landlord to be resolved through arbitration between the parties or referral to an Agricultural Land and Drainage - First-tier Tribunal (Property Chamber) and that arises from</p> <ul style="list-style-type: none"> (a) an agricultural tenancy that is <ul style="list-style-type: none"> (i) subject to provisions of the Agricultural Holdings Acts 1986 or (ii) a Farm Business Tenancy under the Agricultural Tenancies Act 1995 as amended by the Regulatory Reform (Agricultural Tenancies (England and Wales) Order 2006 or (iii) regulated by the Agricultural Holding (Scotland) Acts 1991 or 2003 (b) a business tenancy under the Landlord and Tenant Act 1954 where You engage in diversified activities <p>Provided that You have served the correct legal notices on Your landlord</p> <p>N. Public Rights of Way</p> <p>Provision of evidence to protect Your financial interest and enjoyment over land owned and occupied by You where You have received notice that an application has been made to the surveying authority to modify their definitive map and statement under section 53 (2) of the Wildlife and Countryside Act 1981; where a modification order if granted will adversely affect Your Business</p> <p>O. Agricultural Land Owners Disputes</p> <p>A dispute that arises between You and Your tenant to be resolved through arbitration between the parties or referral to an Agricultural Land and Drainage - First-tier Tribunal (Property Chamber) and that arises from</p> <ul style="list-style-type: none"> (a) an agricultural tenancy that is <ul style="list-style-type: none"> (i) subject to provisions of the Agricultural Holdings Acts 1986 or (ii) a Farm Business Tenancy under the Agricultural Tenancies Act 1995 as amended by the Regulatory Reform (Agricultural Tenancies (England and Wales) Order 2006 or (iii) regulated by the Agricultural Holding (Scotland) Acts 1991 or 2003 (b) a business tenancy under the Landlord and Tenant Act 1954 where Your tenant engages in diversified activities <p>Provided that You have served the correct legal notices on Your tenant</p> | <p>The Insurer will not pay more than £10,000 for all claims arising from one dispute</p> <p>The Insurer will not pay more than £10,000 for all claims arising from one application</p> <ul style="list-style-type: none"> (a) The Insurer will not pay more than £10,000 for all claims arising from one dispute (b) The pursuit of an action by You other than an appeal |

Claims Settlement Provisions

For claims covered by **What is covered** the **Insurer** will pay **Legal Costs & Expenses** including the cost of appeals (and compensation awards under **What is covered D Employment Compensation Awards**) up to

(a) £250,000 (or lower amount as stated)

(b) an aggregate limit of £1,000,000 for compensation awards under **What is covered D Employment compensation awards** subject to all the following requirements being met:

(1) **You** have paid the insurance premium

(2) the **Insured** keeps to the terms of this policy and cooperates fully with **Us**

(3) unless otherwise stated in this policy, the event arises in connection with **Your Business** and occurs within the **Geographical Limit**

(4) the claim

(a) always has **Reasonable Prospects of Success** and

(b) is reported to **Us**

(i) during the period of insurance

(ii) as soon as the **Insured** first becomes aware of circumstances which could give rise to a claim

(5) unless there is a conflict of interest the **Insured** always agrees to use the **Appointed Advisor** chosen by **Us**

(a) in any claim to be heard by an Employment Tribunal and/or

(b) before proceedings have been or need to be issued

(6) any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body within the **Geographical Limit**.

We consider that a claim has been reported to **Us** when **We** have received the Insured's fully completed claim form

The **Insurer's** liability is several and they are liable for their proportion of liability in respect of this section only and have no liability for any other **Insurer's** proportion or in respect of any other section of this policy

Section R - Farm Legal Expenses

Conditions

Where the **Insurer's** risk is affected by the **Insured's** failure to keep to conditions the **Insurer** can refuse a claim or withdraw from an on-going claim. The **Insurer** also reserves the right to claim back **Legal Costs & Expenses** from the **Insured** if this happens

1. The Insured's Responsibilities

An **Insured** must

- (a) tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve a claim in the **Insured's** favour
- (b) cooperate fully with **Us**, give the **Appointed Advisor** any instructions **We** require, and keep them updated with progress of the claim and not hinder them
- (c) take reasonable steps to claim back **Legal Costs & Expenses** and where recovered pay them to the **Insurer**
- (d) keep **Legal Costs & Expenses** as low as possible
- (e) allow the **Insurer** at any time to take over and conduct in the **Insured's** name, any claim

2. Freedom to choose an Appointed Advisor

- (a) In certain circumstances as set out in 2(b) below the **Insured** may choose an **Appointed Advisor**. In all other cases no such right exists and **We** shall choose the **Appointed Advisor**
- (b) If
 - (i) a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **Insured** or
 - (ii) there is a conflict of interestthe **Insured** may choose a qualified **Appointed Advisor** except where the **Insured's** claim is to be dealt with by the Employment Tribunal, **We** shall always choose the **Appointed Advisor**
- (c) Where the **Insured** wishes to exercise the right to choose, the **Insured** must write to **Us** with their preferred representative's contact details.
- (d) Where the **Insured** chooses to use their preferred representative, the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel and will pay only the costs that the **Insurer** would have been liable to pay. (**Our** panel solicitor firms are chosen with care and **We** agree special terms with them including rates which may be lower than those available from other firms.)
- (e) If the **Insured** dismisses the **Appointed Advisor** without good reason or withdraws from the claim without **Our** written agreement or if the **Appointed Advisor** refuses with good reason to continue acting for an **Insured**, the **Insurer's** liability in respect of that claim will end immediately
- (f) in respect of pursuing a claim under **What is covered B Contract and Debt Recovery You** must enter into a **Conditional Fee Agreement** (unless the **Appointed Advisor** has entered into a **Collective Conditional Fee Agreement**) where legally permitted

3. Consent

- (a) The **Insured** must agree to **Us** having sight of the **Appointed Advisor's** file relating to the **Insured's** claim. The **Insured** is considered to have provided consent to **Us** or **Our** appointed agent to have sight of their file for auditing and quality control purposes
- (b) An **Insured** must have **Your** agreement to claim under this policy

4. Settlement

- (a) The **Insurer** can settle the claim by paying the reasonable value of the **Insured's** claim
- (b) The **Insured** must not negotiate, settle the claim or agree to pay **Legal Costs & Expenses** without **Our** written agreement
- (c) If the **Insured** refuses to settle the claim following advice to do so from the **Appointed Advisor** the **Insurer** reserves the right to refuse to pay further costs

Section R - Farm Legal Expenses

Conditions

5. Barrister's opinion

We may require the **Insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **Insured** then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **Us** then the **Insurer** will pay for a final opinion which shall be binding on the **Insured** and **Us**. This does not affect the **Insured's** right under Condition 6 below

6. Arbitration

If there is a dispute between the **Insured** and **Us** arises from this policy, the **Insured** can make a complaint to **Us** as described on the back page of this policy and **We** will try to resolve the matter. If **We** are unable to satisfy the **Insured's** concerns and the matter can be dealt with by the Financial Ombudsman Service the **Insured** can ask them to arbitrate over the complaint.

If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred

If **We** and the **Insured** fail to agree on a suitable person **We** will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties

7. Other Insurance

The **Insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist

8. Fraudulent Claims and Claims Tainted by Dishonesty

(a) If the **Insured** makes any claim which is fraudulent or false, the policy shall become void and all benefit under it will be lost.

(b) An **Insured** shall at all times be entirely truthful and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **Insured** has breached this condition and the breach has:

- (i) affected **Our** assessment of **Reasonable Prospects of Success**, and/or
- (ii) prejudiced in any part the outcome of the **Insured's** claim

the **Insurer** shall have no liability for **Legal Costs & Expenses** incurred from the date of the **Insured's** breach

9. Acts of Parliament, Statutory Instruments & Civil Procedure Rules

All legal instruments, bodies and rules referred to within this section shall include equivalent legislation in Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement. This section will be governed by English law.

Section R - Farm Legal Expenses

Exclusions

The **Insured** is not covered for any claim arising from or relating to

1. costs or compensation awards incurred without **Our** consent
2. any actual or alleged act, omission or dispute happening before, or existing at the start of the policy, and which the **Insured** knew or ought reasonably to have known could lead to a claim
3. an allegation against the **Insured** involving
 - (a) assault, violence, malicious falsehood or defamation
 - (b) indecent or obscene materials
 - (c) the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs
 - (d) illegal immigration
 - (e) money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities except in relation to **What is covered Crisis Communication**
4. defending a claim in respect of damages for personal injury (other than injury to feelings in relation to **What is covered C Employment**) or loss or damage to property owned by the **Insured**
5. National Minimum Wage and/or National Living Wage Regulations
6. patents, copyright, passing-off, trade or service marks, registered designs and confidential information
7. a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners (except in relation to mediation under **What is covered K (d)**)
8.
 - a) franchise agreement
 - b) an agency agreement through which one party has the legal capacity to alter the legal relations of the other
9. a judicial review
10. a dispute with **Us**, the **Insurer** or the person who arranged this cover not dealt with under Condition 6
11. The payment of fines, penalties or compensation awarded against the **Insured** (except as covered under **What is covered D Employment Compensation Awards**) or costs awarded against the **Insured** by a court of criminal jurisdiction

Claims procedure

If you need to make a claim or are considering carrying out a redundancy you must notify us as soon as possible

1. Under no circumstances should you instruct your own lawyer or accountant as we will not pay any costs incurred without our agreement
 2. You can download a claim form by visiting www.arag.co.uk/newclaims or you can request one by telephoning us on 0117 917 1698 between 9am and 5pm Monday to Friday (except bank holidays)
Please have your policy schedule to hand
 3. Your completed claim form and supporting documentation can be submitted to ARAG by email, post or fax. Further details are set out in the claim form itself. We will send you a written acknowledgment by the end of the next working day after the claim is received
 4. Within five working days of receiving all the information needed to assess the availability of cover under the policy we will write to you either
 - a) confirming cover under the terms of your policy and advising you of the next steps to progress your claim; or
 - b) if the claim is not covered, explaining in full the reason why and advising whether we can assist in another way
 5. Where mediation is not suitable the lawyer will try to resolve your dispute without delay
- Matters cannot always be resolved quickly if the other side is slow to cooperate or a legal timetable is decided by the courts

Section R - Farm Legal Expenses

Complaints

- **Step 1**

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to our Customer Relations Department who will arrange to have it reviewed at the appropriate level. We can be reached in the following ways:

0344 472 2938 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays, for our mutual protection and training purposes, calls may be recorded).

customerrelations@arag.co.uk

ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

- **Step 2**

If ARAG is not able to resolve the complaint to your satisfaction then you may refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. The FOS can normally deal with complaints from small businesses with an annual turnover of less than €2 million and fewer than ten employees.

The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.

If the complaint cannot be dealt with by the FOS, it can be referred for independent arbitration as explained in condition 6 on page 9 of the policy. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

Helplines

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances.

However, if our advisors consider that your helpline usage is becoming excessive they will tell you. If following that warning usage is not reduced to a more reasonable level, we can refuse to accept further calls.

Legal and tax advice 01872 270 174

If you have a legal or tax problem relating to your business, we strongly recommend that you initially take advantage of our confidential legal and tax advice helpline which is provided as part of this policy; the only cost to you is a national rate call. The legal advice helpline is open 24/7 and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers business related legal matters within EU law and UK tax law and you can use this service as often as you like. Your query will be dealt with by a qualified specialist experienced in handling legal and tax related matters.

You can get advice by telephoning **01872 270 174**. Use of this service does not constitute reporting of a claim.

Redundancy assistance 0330 303 1955

If you are planning redundancies and need extra legal support, we can arrange specialist consultancy assistance for you. Redundancy assistance will help you to implement a fair selection process and ensure that the redundancy notices are correctly served. The service offers document review and telephone or written advice and is subject to a charge. If you would like us to arrange Redundancy assistance please call us between 9am and 5pm on weekdays (except bank holidays).

Executive suite - identity theft resolution 0333 000 2083

This service is available to the principal, executive offices, directors and partners of the business between 9am and 5pm on weekdays (except bank holidays). We provide telephone advice to help executives keep their personal identity secure. Where identity theft is suspected, our specialist caseworkers can help the victim to restore their credit rating and correspond with their card issuer, bank or other parties. Identity theft expenses are insured under What is covered 11 (c) when your executives use this helpline.

Counselling assistance 01872 270 154

For an employee or their family members needing confidential help and advice, our trained counsellors are available 24 hours a day, 365 days of the year to provide telephone support on any matter that is causing your employee upset or anxiety, from personal problems to bereavement.

Complaints and Data protection

Our Complaints procedure

As a mutual organisation we exist solely for our Members. We make sure we treat our Members fairly and honestly and always seek to give you an excellent service at all times.

Giving our Members the best possible service is important to us and if there are occasions when we have not met these high standards, we want you to tell us.

Making a complaint to Cornish Mutual Assurance Company Ltd

Your feedback is valuable to us and can help to improve our service. If you have a complaint please let us know by writing to our Insurance Director using the details below.

The Cornish Mutual Assurance Company Ltd
Registered Office: CMA House, Newham Road, Newham, TRURO, TR1 2SU
E-mail: askus@cornishmutual.co.uk

However, your complaint does not have to be in writing. If you prefer to call us then please contact us by telephone on:
Tel: 01872 277151

Responding to your complaint

Once you have contacted us, we will acknowledge your complaint within five working days and let you know the details of who is handling your complaint.

Resolving your complaint

We strive to deal with all complaints fairly. Once we receive your complaint we will resolve it as quickly as possible, we aim to provide you with a formal response within 20 working days. If we don't resolve your complaint in this time we will write to you to let you know why and when we expect to send you our final response.

If we are unable to resolve your complaint within eight weeks from the date the complaint is received by us or agents acting on our behalf or if you are unhappy with the response we give you can contact the Financial Ombudsman Service to let them know.

The Financial Ombudsman Service

They can be contacted on:
Exchange Tower, London E14 9SR
Tel: 0300 123 9123 or 0800 023 4567
E-mail: complaint.info@financial-ombudsman.org.uk

You can text the Financial Ombudsman Service on 07860 027 586 and they will call you back, but please don't send any account numbers or bank details by text – the Financial Ombudsman Service will sort that out later.

Our response to your complaint will always include a leaflet explaining The Financial Ombudsman Service.

If the complaint cannot be dealt with by the FOS, it may be referred for independent arbitration as explained in the Claims Conditions section of this policy. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

The Financial Services Compensation Scheme (FSCS)

Our activities are covered by the Financial Services Compensation Scheme and consequently you may be entitled to compensation if we cannot meet our obligations. The amount of any compensation is dependent upon what insurance you have and the circumstances of the compensation claim but for compulsory classes of insurance please note there are no upper limits on any claim. For further information on The Financial Services Compensation Scheme contact the scheme directly on 0800 678 1100 or 0207 741 4100, visit: www.fscs.org.uk or write to: Financial Services Compensation Scheme, 10th floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or email enquiries@fscs.org.uk.

Data Protection - Information Uses

For the purposes of the General Data Protection Regulation, the Data Controller in relation to any personal data you supply is The Cornish Mutual Assurance Company Ltd.

Below you will find a summary of the key elements of our Privacy Policy describing how we use the personal data you supply to us. For a full copy of the Privacy Policy please visit our website at www.cornishmutual.co.uk/privacy-policy or you can contact us to request a copy.

What information we collect

In order to assess the terms of the insurance contract or administer claims which arise, we collect personal information such as your full name, address and date of birth. We also collect sensitive personal information only where necessary such as your health conditions or criminal convictions.

We may also collect information from sources such as social media, third party databases available to the insurance industry, loss adjusters or other suppliers appointed in the process of handling a claim.

Using and sharing your data for insurance administration purposes

Information you supply may be used for the purposes of insurance administration by Cornish Mutual, our reinsurers and associated service providers such as vehicle breakdown, home emergency or legal advisors. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing our regulatory responsibilities. Your information may also be used for offering renewals, research and statistical purposes and crime prevention.

Your information may be passed on to other parties where this is necessary to help deal with your claim or allow you to benefit from additional services such as vehicle breakdown, home emergency, credit hire, vehicle repairs or legal advice. Where we discuss your claim with other insurers we will only disclose the necessary information. Cornish Mutual or its agents may undertake checks against publicly available information (such as county court judgments, bankruptcy orders or repossessions).

Using and sharing your data for marketing and marketing research purposes

The Cornish Mutual Assurance Co. Ltd may use your information to keep you informed by post, telephone, email or other means about products and services which may be of interest to you.

We may also send your data to a market research company to enable independent research to improve our service to you. This will not be used to promote services of other companies or third parties. Your information may also be disclosed and used for these purposes after your policy has lapsed.

If you do not wish your information to be used for these purposes please contact us at Cornish Mutual, CMA House, Newham Road, Truro, TR1 2SU on 01872 277151 or email: askus@cornishmutual.co.uk.

Accessing your data

In the case of personal data, with limited exceptions, you have the right to access and if necessary rectify information held about you.

You can find full details of this process on our website.

In specific circumstances, you may make a request to have your personal data erased. There are reasons why a request may not be upheld, such as:

- You may want to make a future claim, so we need to be able to find your records.
- Insurance companies share data about policies and claims to prevent fraud.

If you would like to access or erase your personal data please contact us at Cornish Mutual on 01872 277151 or askus@cornishmutual.co.uk or by writing to CMA House, Newham Road, Truro TR1 2SU.

Fraud Prevention

To prevent and detect fraud, insurers pass information to other organisations, fraud prevention agencies, databases and public bodies including the police. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we may pass on this information.

Complaints and Data protection

Privacy statement - ARAG

This is a summary of how ARAG collect, use, share and store personal information. To view ARAG's full privacy statement please see our website www.arag.co.uk

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address and date of birth and if appropriate medical information. We will hold and process any such information in accordance with all relevant data protection regulations and legislation. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement.

We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this policy have a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when we will not be able to delete personal data please refer to our full privacy statement.



Head office: CMA House, Newham Road, Newham, Truro, Cornwall TR1 2SU
Tel: 01872 277151

email: askus@cornishmutual.co.uk
www.cornishmutual.co.uk

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority
and the Prudential Regulation Authority

FP October 2022



Cornish Mutual
Farming Insurance Experts

