

# Smallholders Policy



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# General introduction

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## Welcome to AXA

Thank **you** for choosing AXA. Please read carefully all documents that **we** have provided and keep them in a safe place. If **you** have any questions, need anything explaining or believe this contract does not meet **your** needs, please contact Greenland's Insurance Services or **us**.

## Your policy

**Your policy** is divided into a number of sections.

The sections of cover that apply in addition to the General introduction are shown under **your** cover summary which is in the schedule. **Your** cover summary contains a list of sections available, but only those shown as 'insured' apply. Where a section does not apply **your** cover summary will state that it is 'not insured'. The names and page numbers of all **policy** sections can be found on page 2 of this **policy**.

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

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

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

Throughout **your policy**, **we** use defined terms. Defined terms are used to explain what a word means and are highlighted in bold blue print.

Headings have been used for **your** guidance to help **you** understand the cover provided. The headings do not form part of the contract.

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

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

## Making a claim

### Applicable to claims under Section 6 Legal expenses

If **you** need to notify a possible claim **you** must follow the Notification of claims conditions on page 66 of the Legal expenses section. Please complete the online claim form at <https://informationcentre.arclegal.co.uk> Alternatively please call the claim line on 0330 024 8991.

### Applicable to all other sections

If **you** need to make a claim please first check **your policy** to make sure **you** are covered. **You** must then follow the Claims notification condition and Claims procedures condition of page 7 of this section, headed Policy conditions. Please contact **your** insurance adviser who will help **us** deal with **your** claim.

## Making a complaint

If **you** are not happy with the way a claim or any other matter has been dealt with, please read 'Making a complaint' on page 83 of this section.

# Meanings of defined terms

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used. There may be additional defined meanings in each section.

## **Business**

Business shown in **your** schedule.

## **Excess**

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

## **Period of insurance**

Period from the start date to the expiry date of **your** cover shown in **your** schedule.

## **Policy**

Policy, schedule and any endorsements attached or issued.

## **Policy territories**

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

## **Premises**

The address shown in **your** schedule.

## **We/us/our**

AXA Insurance UK plc.

## **You/your/yourself**

Person(s), firm, company or organisation shown in your schedule as the insured.

# Policy conditions

These conditions apply throughout **your policy** unless shown otherwise.

**You** and **your** family must comply with the following conditions to have the full protection of **your policy**.

If **you** or **your** family do not comply with them **we** may at **our** option take one or more of the following actions:

- 1 cancel **your policy**
- 2 declare **your policy** void (treating **your policy** as if it had never existed)
- 3 change the terms of **your policy**, and/or premium of **your policy**
- 4 refuse to deal with all or part of any relevant claim or reduce the amount of any relevant claim payments.

## Applicable law condition

**You** and **we** can choose the law which applies to this **policy**. **We** propose that the Law of England and Wales apply. Unless **we** and **you** agree otherwise, the Law of England and Wales will apply to this **policy**.

## Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid it may be referred to an arbitrator who is jointly appointed. Alternatively, depending on the size of **your business**, **you** may be able to refer **your** case to the Financial Ombudsman Service (FOS). In either case this will not affect **your** right to take action against **us** over this disagreement.

This condition does not apply to Section 3 – Employers Liability and Section 4 – Public and Product Liability.

## Cancellation by us condition

**We** reserve the right to cancel **your policy** when there is a valid reason to do so. Valid reasons include:

- 1 **You** provide **us** with inaccurate or incomplete information. Please see the Providing accurate and complete information policy condition for further information.

- 2 **You** make a change to **your** information which renders the risk no longer acceptable for **us** to insure. Please see the Changes to **your** circumstances condition for further information.
- 3 **You** act in a fraudulent manner. Please see Fraud condition set out on page 8 for further information.
- 4 **You** fail to pay the premium or default if **you** are paying by instalments. Please see the Non payment of premiums condition for further information.

If **we** cancel **your policy we** shall provide **you** with 14 days prior written notice by recorded delivery to **your** last known address. Within this notice **we** will advise **you** of **our** reasons for cancelling **your policy** and any premium refund will be calculated in accordance with the Cancellation by you condition.

If **we** cancel **your policy** because **you** have acted in a fraudulent manner **we** may not return any premium paid by **you** for the **policy**.

## Cancellation by you condition

- 1 **You** may cancel **your policy** within 14 days of receiving **your policy** in the first **period of insurance** if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements.
- 2 **You** may cancel **your policy** at any time if the **business** is sold by **you** or **you** cease trading or **you** sell all the property insured shown in **your** schedule.

Where **your policy** is cancelled in accordance with any of the above provisions, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation, provided that no claim has been paid or is outstanding in the current **period of insurance**.

Cancellation of **your policy** will not affect any claims or rights **you** or **we** may have before the date of cancellation.

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

## Changes to your circumstances condition

**You** must tell **us** as soon as possible if **your** circumstances change or if any of the information shown in **your** statement of fact, proposal form, schedule or certificate of insurance changes during the **period of insurance**.

Examples of changes **we** must be made aware of are:

- 1 change of address
- 2 structural alteration to **your premises**
- 3 if **you** or **your** family intend to let or sublet **your premises**
- 4 if **you** or **your** family intend to use **your** home for any reason other than private residential purposes
- 5 if **your premises** will be unoccupied
- 6 if **your premises** is no longer occupied solely by **you** or **your** family
- 7 if **you** or **your** family have been declared bankrupt or been subject to bankruptcy proceedings
- 8 if **you** or **your** family have received a police caution for/or been convicted of/or charged with any offence other than driving offences.

**We** will then tell **you** if there will be any change to **your** insurance premium and/or any change in the terms of **your policy**.

**You** must ensure that **you** provide accurate and complete information when asked questions about the changes in **your** circumstances.

## Claims notification condition

This Claims notification condition does not apply to Section 6 Legal expenses. The claims notification condition which applies to Section 6 Legal expenses can be found on page 66.

**You** must

- 1 as soon as practical
  - a give **us** notice of any circumstances which might lead to a claim under **your policy**
  - b give **us** all the information **we** request.

- 2 immediately
  - a on receipt send **us** every letter, court order, summons or other legal document served upon **you**
  - b tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under **your policy**
  - c notify the police of any loss or damage that has been caused by malicious people, thieves, rioters, strikers or vandals.

**We** will not pay **your** claim where **you** have not complied with this condition.

## Claims procedures condition

This Claims procedures condition does not apply to Section 6 Legal expenses. The Claims conditions which apply to Section 6 Legal expenses can be found on pages 64-67.

- 1 **You** must take or allow others to take practical steps to prevent further injury, loss or damage, recover property lost and otherwise minimise the claim.
- 2 At **your** expense **you** must provide **us** with
  - a full details in writing of any injury, loss or damage and any further information or declaration **we** may reasonably require
  - b any assistance to enable **us** to settle or defend a claim
  - c details of any other relevant insurances.
- 3 **You** may not accept, negotiate, pay, settle, admit or repudiate any claim without **our** written consent.
- 4 Following a claim **you** must allow **us** or anyone authorised by **us**
  - a access to **premises**
  - b to take possession of, or request delivery to **us** of any property insured.
- 5 **You** may not abandon any property to **us**.
- 6 **We** will be allowed complete control of any proceedings and settlement of the claim.

**We** will not pay **your** claim where **you** have not complied with this condition.

### Fraud condition

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

If **you** or anyone acting for **you**

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

**we** will

- a refuse to pay the claim
- b declare the **policy** void from the date of the fraudulent act without any refund of premiums.

**We** may also inform the police of the circumstances.

### Non payment of premiums condition

**We** reserve the right to cancel this **policy** by providing 14 days prior written notice in the event of non payment of the premium or default if **you** are paying by instalments.

If **we** are unable to collect a payment by instalments **we** will use reasonable endeavours to collect the outstanding payment(s) before exercising **our** right to cancel the **policy**.

### Other insurance condition

If a claim is made under **your policy** and there is other insurance cover for which **you** are, or would be but for this **policy**, entitled to have a claim paid under the other insurance, **we** will at **our** option, either pay

- 1 a proportionate share of the claim  
or
- 2 an amount beyond that which is or would be payable under the other insurance.

### Providing accurate and complete information condition

When taking out, renewing or making changes to this **policy**, **you** or **your** agent (acting on **your** behalf) must take reasonable care to provide accurate and complete answers to all questions.

**We** may ask **you** to provide further information and/or documentation to ensure that the information **you** provided when taking out, making changes to or renewing **your policy** was accurate and complete.

### Reasonable care condition

**You** must take reasonable steps to

- 1 prevent or protect against injury, loss or damage
- 2 keep **your premises**, machinery, plant and equipment and all other property insured in good condition and in full working order
- 3 remedy any defect or any danger that becomes apparent, as soon as possible.

If required by **us**, **you** must allow access to **your premises** and/or activities of **your business** to carry out inspection or survey. **You** must complete any risk improvements that **we** ask for, within a reasonable period of time advised by **us**.

**We** will not pay **your** claim where **you** have not complied with this condition.

### Renewal term agreement condition

If **your** schedule shows that a renewal term agreement is operative, certain terms and conditions have been agreed by **you** and **us** that regulate the annual premium at which **we** will offer renewal. The agreement is included as part of the insurance contract and if **we** offer renewal in accordance with the agreement **you** agree that **your policy** will be renewed each year up to the expiry date of the agreement shown in **your** schedule.

### Sanctions condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **your policy** that **we** will not provide cover, or pay any claim or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, or **our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

### Subrogation (our rights) condition

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

- 1 the defence or settlement of any claim
- 2 steps to enforce rights against any other party before or after payment is made by **us**.

### Theft condition

**We** will only cover **you** for theft (or damage caused by attempted theft) of the following items of plant and equipment if there is evidence of forcible and violent entry to or exit from the building in which the insured item was being stored

- 1 saddlery and tack
- 2 quad bikes
- 3 other all terrain vehicles
- 4 portable tools
- 5 ride on garden mowers.

### Third party rights condition

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

# Section 1 - Property damage

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Your schedule will show if this section is covered.

## Meanings of defined terms

These meanings apply within the Property damage section of **your policy**. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meanings of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5.

## Agricultural produce and deadstock

Agricultural produce and farming stock including growing crops which **you** are responsible for, but excluding livestock.

## Building(s)

The building(s) including landlord's fixtures and fittings, fixed solar panels, outbuildings, yards, car parks and pavements, fixed livestock pens, integral grain drying equipment, piping, ducting, cables, wires and associated control gear, tank and accessories on the **premises** and extending to the public mains, but only to the extent of **your** responsibility.

## Computer systems

Computer or other equipment or component or system or item which processes stores transmits or receives **data**.

## Damage

Loss, destruction or damage to the property insured by a peril shown as covered in **your** schedule.

## Data

Any data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

### Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

### Flood

Damage caused by

- 1 the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam
- 2 inundation from the sea
- 3 inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building.

### Hacking

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

### Machinery and implements

Machinery, plant and implements excluding

- 1 property insured elsewhere
- 2 mechanically self-propelled implements
- 3 machinery let out on hire.

### Phishing

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

### Stack

An accumulation of straw or hay bales stored in the open or within a **building**.

### Terrorism

In England, Scotland and Wales: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

In Northern Ireland: An act including, but not limited to the use of force or violence and/or 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 including the intention to influence any government and/or put the public or any section of the public in fear.

In the Channel Islands and the Isle of Man: An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

### Unoccupied

Any building that is

- 1 no longer used for the purposes of the **business**, or
- 2 disused, untenanted or unfurnished, or
- 3 awaiting refurbishment, redevelopment, renovation or demolition.

### Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, **data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

### ✓ What is covered

#### Basis of claims settlement

We will cover you for damage to any of the property insured in this section by any of the insured perils shown as operative in your schedule. Provided that our liability under this section does not exceed in the whole, the total sum insured or for any item its sum insured at the time of damage.

In the event of damage, the amount payable will be calculated as follows.

#### Agricultural produce, deadstock, motor vehicles and their accessories

We will pay you the value of the property at the time of its damage or for the amount of the damage, or at our option reinstate or replace the property or any part of it less an adjustment for wear and tear.

For the purpose of the Condition of average referred to in this section, the value and sum insured will have been calculated accordingly.

#### Buildings and all other property excluding walls, gates and fences

Claims for damage to property will be settled on the basis of rebuilding, replacement, restoration or repair in each case to a condition substantially the same as but not better or more extensive than its condition when new.

Provided that

- 1 our liability for the repair or restoration of property damaged in part only will not exceed the amount we would have been liable for had the property been completely destroyed
- 2 if the sum insured at the time of any damage is less than 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item at the time of rebuilding or replacement, the amount payable by us will be proportionately reduced
- 3 no payment will be made beyond the amount which would have been payable in the absence of this cover

- a unless reinstatement starts and proceeds without unreasonable delay
  - b until reinstatement costs have been actually incurred
  - c if the property insured at the time of its damage has any other insurance in force which is not on the same basis of reinstatement
- 4 all the terms and conditions of the policy will apply
    - a to any claim payable under this condition unless they have been amended
    - b if any claim is payable, as if this basis of settlement had not been included.

#### Walls, gates, fences and hedges

Our maximum liability will not exceed the sum insured shown in your schedule. The Condition of average referred to in this section will not apply to any item insured on this basis.

#### Insured perils

Your schedule will show which perils are covered

- A Fire, but excluding damage caused by its undergoing any heating process involving the application of heat other than grain drying
    - Lightning
    - Explosion
      - i of boilers
      - ii of gas
- used for domestic purposes only.
- Explosion excluding damage
- a caused by or consisting of the bursting of a boiler, economiser or other vessel, machinery or apparatus where internal pressure is due to steam only and belonging to you or under your control
  - b in respect of and originating in any vessel, machinery or apparatus or its contents belonging to you or under your control which requires examination to comply with any statutory regulations, unless that vessel, machinery or apparatus is covered by a policy or

## Section 1 – Property damage *continued*

other contract providing the required inspection service

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

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

Aircraft or other aerial devices or articles dropped from them excluding **damage** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Earthquake.

Subterranean fire.

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

- i **damage** arising from confiscation, requisition or destruction by order of the government or any public authority
- ii **damage** arising from cessation of work
- iii the **excess** stated in **your** schedule for each separate **premises** after the application of any Condition of average.

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

- i the **excess** shown in **your** schedule in respect of each separate **premises** after the application of any Condition of average
- ii **damage** caused by lopping, pruning or felling trees.

- D Storm excluding

- i **damage** by **flood** whether resulting from storm or otherwise
- ii **damage** attributable solely to a change in the water table level
- iii **damage** by frost, subsidence, ground heave or landslip
- iv **damage** for movable property in the open, fences, gates, hedges, growing crops or fruit
- v the **excess** shown in **your** schedule for each and every loss in respect of each separate **premises**.

- E **Flood** excluding

- i **damage** attributable solely to a change in the water table level
- ii **damage** by frost, subsidence, ground heave or landslip
- iii **damage** to movable property in the open, fences, gates, hedges, growing crops or fruit
- iv the **excess** shown in **your** schedule for each and every loss in respect of each separate **premises**.

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

- i **damage** by water discharged or leaking from any automatic sprinkler installation
- ii **damage** to moveable property in the open including fences and gates
- iii the **excess** stated in **your** schedule in respect of each separate **premises** as ascertained after the application of any Condition of average.

- G 1 Theft or any attempted theft (including the cost of **damage** by outward violent and visible means to the **building(s)** where property is kept, for which **you** are responsible) excluding

- i the **excess** stated in **your** schedule as ascertained after the application of any Condition of average
- ii **damage** where possession is obtained by any fraudulent scheme, trick, device or false pretence
- iii damage through the infidelity or dishonesty of you or your employees or any other people to whom the property insured may be entrusted
- iv damage to growing crops or fruit on trees, unless specified in your schedule
- v damage to property insured elsewhere
- vi loss due to unexplained shortage or disappearance
- vii loss of money.

## Section 1 – Property damage *continued*

- 2 Theft by violence or threat of violence to **you, your** family or employees excluding the **excess** stated in **your** schedule ascertained after the application of any Condition of average.
- H Subsidence or ground heave of any part of the site on which the property stands or landslip excluding
  - i the **excess** stated in **your** schedule at each separate **premises** as ascertained after the application of any Condition of average
  - ii **damage** to yards, car parks, roads, pavements, walls, gates and fences unless also affecting a **building** insured
  - iii **damage** caused by or consisting of
    - a the normal settlement or bedding down of new structures
    - b the settlement or movement of made-up ground
    - c coastal or river erosion
    - d defective design or workmanship or the use of defective materials
    - e fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
  - iv **damage** which originated before the start of this cover
  - v **damage** resulting from demolition, constructional structural alteration or repair of any property or
  - vi **damage** resulting from groundwork or excavation at the **premises**.
- i **damage** which **you** are not legally responsible to repair
- ii **damage** caused by rust, corrosion or other wear and tear
- iii the **excess** stated in **your** schedule as ascertained after the application of any Condition of average.
- J Any other accidental **damage** excluding
  - i the **excess** stated in **your** schedule as ascertained after the application of any Condition of average
  - ii **damage** caused by or resulting from
    - a wear and tear, the action of light or atmosphere, moths, vermin and insects
    - b any process of cleaning, dyeing, restoring, adjusting or repairing
    - c corrosion, dampness, dryness, wet or dry rot, marring, scratching, bruising deterioration
    - d chewing, scratching, tearing or fouling by domestic pets
    - e any gradually operating cause
  - iii **damage** to any machine or apparatus arising from mechanical, electrical or electronic breakdown or derangement or from adjustment, maintenance or repair
  - iv **damage** to contact lenses
  - v **damage** to food, drink or plants
  - vi **damage** specifically excluded in this section
  - vii normal maintenance or repair
  - viii erasure or distortion of information on computer systems or other records
  - ix **damage** to any computer or other equipment, component, system or item which processes, stores, transmits or retrieves data whether tangible or intangible (including but without limitation to any information, programs or software) and whether **your** property or not where the **damage** is caused by programming or operator error, virus or similar mechanism or hacking

### Special condition applicable to subsidence

**You** must notify **us** as soon as possible if **you** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site, **we** will then have the right to vary the terms or cancel the cover.

- I Accidental **damage** to pipes, cables and drains.

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

## Section 1 – Property damage *continued*

- x any disappearance or shortage revealed only at the time of stock taking or making an inventory
- xi **damage** by confiscation or detention by Customs or other officials or authorities
- xii **damage** following dishonesty or fraudulent action by **you** or any of **your** employees or other people to whom property insured may be entrusted
- xiii any shortage due to error or omission
- xiv **damage** by theft or any attempted theft
- xv **damage** by subsidence, ground heave or landslip
- xvi depreciation in value
- xvii **damage** to livestock.

### Extensions of cover

#### Architects, surveyors, legal and consulting engineers fees cover

The cover provided for **buildings** and **machinery and implements** includes an amount for architects, surveyors, legal and consulting engineers fees necessarily incurred with **our** written consent, in the reinstatement or repair of the property insured as a result of its **damage**, but **we** will not cover any costs or expenses for preparing any claim.

**We** will not pay for any item more than the total sum insured stated in **your** schedule.

#### Capital additions cover

**We** will cover **you** for

- 1 any newly acquired and/or newly erected **building(s)** or **building(s)** under construction (excluding any property which a building contractor is responsible for) or **machinery and implements** which are not insured elsewhere  
and
- 2 alterations, additions and improvements to **building(s)** and **machinery and implements** but not for any appreciation in value anywhere in the **policy territories**.

Provided that

- a at any one situation this cover will not exceed 15% of the sum insured for **building(s)** or **machinery and implements**
- b **you** give **us** details in writing of the additions as soon as possible and **you** will ensure specific insurance is arranged with **us** from the date **our** liability started
- c the provisions of this cover will be fully maintained in addition to any specific insurance effected under **b** above.

#### Cattle passports cover

**We** will cover **you** for loss of or damage to cattle passports occurring anywhere within the **policy territories**. The maximum **we** will pay for any one claim is £500.

#### Clean up costs (own property) cover

**We** will cover **you** for the costs and expenses necessarily incurred by **you** with **our** prior consent for removing, nullifying or cleaning up seeping, polluting or contaminating substances from tanks on **your** property caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance** subject to

- 1 **our** liability is limited to £10,000 per event
- 2 where cover is also claimed under Section 7 (Home) for the same event, the total amount payable over both sections will be £10,000 per event
- 3 cover only applies to tanks less than 15 years old and which are integrally banded in accordance with OFST100 or have a bund wall around the tank and is constructed of non porous engineering bricks on a concrete plinth capable of holding the full capacity of the tank plus an additional 10% spare capacity
- 4 the first £250 of each claim is excluded.

### Contracting purchaser cover

If **you** have contracted to sell the **building(s)** the purchaser will have the full protection of this **policy** for the **building(s)** up to the date of completion of the purchase, as long as the **building(s)** are not covered by any other insurance.

### Debris removal cover

**We** will cover **you** for the costs and expenses necessarily incurred by **you** with **our** prior consent, involved in

- 1 removing debris from
- 2 dismantling and/or demolishing
- 3 shoring up or propping

the portion or portions of the property insured as a result of **damage** insured but **we** will not pay for any costs or expenses

- a incurred in removing debris except from the site of the property destroyed or damaged and the area immediately adjacent to the site
- b arising from pollution or contamination of property not insured by this section.

**Our** liability for any item under this cover will not exceed the sum insured for the item shown in **your** schedule.

### Directors, partners and employees personal effects cover

**We** will provide cover for clothing, pedal cycles, tools, instruments up to a maximum of £500 per person.

### Drains clearance cover

**We** will cover **you** for the costs and expenses reasonably incurred by **you** in clearing, cleaning or repairing drains, gutters or sewers to **your premises** or for which **you** are responsible following **damage**. The maximum **we** will pay under this extension in respect of any one claim is £1,000 and £5,000 during any one **period of insurance**.

### European Community and public authorities (including undamaged property) cover

The cover for **building(s)** and **machinery and implements** also includes the additional cost of reinstatement that may be incurred solely due to the necessity to comply with the stipulations of

- 1 European Community Legislation, or
- 2 Building or other regulations under or framed in pursuance of any Act of Parliament or Bye-laws of any public authority referred to as 'the stipulations' for
  - a the **damage** to the property insured under this **policy**
  - b undamaged portions of the property insured under this **policy**

but **we** will not cover

- 1 the cost incurred in complying with the stipulations
  - a for **damage** occurring before the start date of this cover
  - b for **damage** not insured by this section
  - c where notice has been served on **you** prior to the **damage** happening
  - d where there is an existing requirement which has to be implemented within a given period
  - e for property entirely undamaged by any Insured peril
- 2 the additional cost that would have been required to make good the property lost, destroyed or damaged to a condition the same as when new, had the need to comply with the stipulations not arisen
- 3 the amount of any charge or assessment arising out of capital appreciation which may be payable for the property or by the owner to comply with the stipulations.

Provided that

- 1 reinstatement work must be started and carried out without unreasonable delay and must be completed within 12 months after the **damage** or any further time that **we** may agree (during those 12 months). The reinstatement work may be carried out

## Section 1 – Property damage *continued*

on another site (if the stipulations require) subject to **our** liability under this extension not being increased

- 2 except for this cover, if **our** liability under (any item of) this section is reduced by the application of any of the terms and conditions of the **policy**, then **our** liability under this extension (for any such item) will be reduced proportionately
- 3 the total amount recoverable under any item of this section will not exceed its sum insured
- 4 all the terms and conditions of the **policy** except as they are varied under this section still apply.

### Explosives cover

Where Insured peril **G** is shown as covered in **your** schedule, **we** will (in addition to the total sum insured) pay **you** for **damage** to any property covered by this section, directly or indirectly caused by or as a result of the use of explosives when any theft or any attempted theft occurs at the **premises**. **We** will only cover **you** if the risk of explosion is not insured under any other policy arranged by **you** or on **your** behalf for the same property.

**Our** liability in any one **period of insurance** will be £10,000 for each **premises**.

### Farming property cover

Where the following property is covered by this section the cover also includes

- 1 property not belonging to **you** whilst in **your** custody or control which **you** are responsible for
- 2 **agricultural produce and deadstock** and **machinery and implements** whilst in transit
- 3 **machinery and implements** whilst temporarily removed
- 4 **agricultural produce and deadstock** whilst temporarily removed to other **premises** for drying, screening, dressing or storage pending sale provided that the sum insured by the relevant item is reduced by the value of the property removed

provided that this property is not insured elsewhere and the **damage** occurs within the **policy territories**.

### Fire extinguisher costs cover

**We** will pay **you** the reasonable costs incurred in extinguishing or attempting to extinguish fire involving the property insured including the refilling of fire extinguishers. The maximum **we** will pay for any one claim under this extension is £5,000 provided that these costs are not recoverable from the responsible public authority.

### Fly tipping cover

**We** will pay **you** the reasonable costs of clearing and removing any property illegally deposited in or around the **premises**. **Our** liability will not exceed £1,000 any one claim and £5,000 during any one **period of insurance**. This extension only applies where cover on **building(s)** is shown as covered in **your** schedule. **We** will not pay the **excess** stated in **your** schedule.

### Glass cover

Where Insured peril **G** is shown as covered in **your** schedule, **we** will pay for **damage** to glass (where **you** are responsible for its replacement) whether internal or external, plain or ornamental, attached to and forming part of the **premises**. **We** will also pay for the cost of boarding up the **premises** resulting from theft or any attempted theft, but only if the glass is not insured elsewhere.

**We** will not cover **damage** to glass unless the **damage** is accompanied by and directly forms part of other **damage** covered by this section.

### Inflation protection cover

**We** will adjust the sums insured for **building(s)** in line with suitable indices of costs and the renewal premium for this section will be based on the adjusted sums insured.

### Land agents fees cover

**We** will cover **you** for land agents fees incurred in monitoring, preparing and negotiating claims as a result of **damage** covered by this section. The maximum **we** will pay for any one claim under this section and/or Section 7 (Home) is £500.

## Section 1 – Property damage *continued*

### Locks and keys cover

Where Insured peril **G** is shown as covered in **your** schedule, **we** will pay for the cost of replacing keys and locks or lock mechanisms to

- 1 external doors and windows of the **building**
- 2 a safe within, or an alarm protecting the **building** following the theft or loss of the keys

up to £1,000 any one claim.

### Loss of metered water cover

**We** will pay for loss of metered water consumed as a direct result of **damage** up to a maximum of £2,500 for any one loss, but **we** will not cover

- 1 any loss from irrigation pipes
- 2 loss while the **building** is **unoccupied**
- 3 £250 **excess**.

### Mortgagees cover

**Your** interest or the interest of the mortgagee(s) under this insurance will not be prejudiced by any act or neglect of the mortgagor or occupiers of any **building** insured where the risk of **damage** is increased without **your** or the mortgagee's authority or knowledge. Provided that once **you** or the mortgagees are aware of the increased risk, **you** must give **us** written notice as soon as possible and pay any additional premium that **we** may require.

### Repairs and alterations cover

Joiners and other tradesmen may be employed to make repairs or minor alterations in all or any of the **building(s)** insured without prejudice to any of the cover provided by this **policy**. **You** must tell **us** if **your building** is not weathertight and secure as a result of structural works being carried out. **We** may cancel **your policy** if **you** do not tell **us**. **We** reserve the right to restrict cover or impose terms if **your building** is not weathertight and secure as a result of structural works being carried out.

### Rent cover

Where **your** schedule covers loss of rent as a separate item under this section **we** will cover **you** for loss of rent if (any of) the **building(s)**

become unfit for occupation as a result of **damage**. The maximum amount **we** will pay will not exceed the proportion of the sum insured on rent for the period necessary for reinstatement compared to the term of rent insured.

### Trace and access cover

**We** will cover **you** for the reasonable costs necessarily incurred by **you** in locating the source and the subsequent making good of the **damage**, resulting from

- 1 the escape of water from any tank, apparatus or pipe
- 2 accidental **damage** to cables, underground pipes and drains serving the property insured
- 3 escape of oil from a fixed oil fired heating installation.

Provided that the maximum amount payable in any one **period of insurance** does not exceed £5,000 for any one **building**.

## X What is not covered

### Business interruption exclusion

**We** will not cover **you** for any losses, damage, costs or expenses of any kind which occurs as a result of business interruption under this section, except loss of rent where this is shown as covered in **your** schedule.

### Collusion exclusion

**We** will not cover **you** for loss, destruction or damage by theft or attempted theft caused by or in conjunction with **you** or any of **your** partners, directors or employees or any member of **your** family or any other person lawfully on the **premises**.

### Date recognition exclusion

**We** will not cover **you** for loss, destruction or damage directly or indirectly caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date, to process data or to operate properly due to failure to recognise any given date but **we** will cover subsequent **damage** which results from an insured peril covered by this section.

## Section 1 – Property damage *continued*

### Electronic risks exclusion

**We** will not cover **you** for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- 1 damage to or the destruction of any **computer systems**; or
- 2 any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

**We** will cover subsequent **damage** which is covered by this section, which itself results from any of insured perils A, B, C, D, E, F or G covered by this section, except for **damage** caused by malicious persons other than thieves.

### Electrical plant or apparatus exclusion

**We** will not cover **damage** to any electrical plant or apparatus caused by its own over-running, short-circuiting, and excessive pressure or self-heating.

If the **damage** extends to any other part of the plant or apparatus or other property insured, then that **damage** is covered by this exclusion.

### Illegal activity exclusion

**We** will not cover **damage** to any building or other property arising from the use of the **premises** by **you** (or the permitting of others by **you**) for illegal purposes.

### More specific insurances exclusion

**We** will not cover **you** for property more specifically insured by **you** or on **your** behalf.

### Miscellaneous property exclusion

**We** will not cover **you** for **damage** to

- 1 vehicles licensed for road use (including accessories on them) caravans, trailers, watercraft or aircraft
- 2 property or structures in course of construction or erection and materials or supplies in connection with all such property

- 3 land, roads, piers, jetties, bridges, culverts and excavations

unless specified in **your** schedule.

### Radioactive contamination exclusion

**We** will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any loss directly or indirectly caused by or contributed to by or arising from

- 1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.

### Terrorism and Northern Ireland exclusion

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

- 1 In England, Scotland, Wales, the Channel Islands and the Isle of Man
  - a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.
- 2 In Northern Ireland
  - a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
  - c riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

In respect of private house(s) and their contents insured in the name of an individual **terrorism**

## Section 1 – Property damage *continued*

is only excluded in respect of loss, destruction or damage directly or indirectly caused by or contributed to by or in connection with or arising from biological or chemical pollution or contamination.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

### War risks exclusion

**We** will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

### Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions (including any specific conditions where applicable) to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

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

### Average condition

If at the time of **damage** the sum insured is less than the value of the property insured, the amount **we** will pay will be reduced proportionately. This will not apply to

**agricultural produce or deadstock** where the following special condition of average will apply.

If the sum at the time of any **damage** is less than 75% of the value of the property covered within that sum insured, the amount payable by **us** will be proportionately reduced.

### Changes in tenancy condition

**You** must tell **us** as soon as possible of all changes in tenancy of any **building** that is used for non-agricultural purposes including any **unoccupied building** which becomes used for non-agricultural purposes.

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

### Hay and straw stack condition

Each **stack** must be situated more than 20 metres from any other **stack**. **We** will not pay more than £10,000 arising from **damage** to any one **stack**.

### Non invalidation condition

This cover will not be invalidated by any act or omission or an alteration where the risk of **damage** is increased unknown to or beyond **your** control, provided that when **you** become aware of it **you** tell **us** as soon as possible and pay any additional premium that may be required.

### Reinstatement of sum insured after loss condition

In the event of **damage** the sum insured by this section will be automatically reinstated from the date of the loss unless written notice is given to the contrary either by **us** or by **you**.

Provided that in the event of reinstatement **you** will

- 1 pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement
- 2 complete any additional risk improvements which **we** may reasonably require.

### Requirements condition

**You** must implement any risk improvements requested by **us** following a survey of **your premises** within the timescales specified.

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

### Unoccupied buildings condition

- 1 **You** must tell **us** as soon as **you** become aware of any **building** or portion of a **building** at the **premises** becoming **unoccupied** and agree to pay any additional premium that **we** may require.
- 2 In respect of any **unoccupied building** or **unoccupied** portion of a **building you** must ensure that
  - a the **building(s)** are inspected internally and externally at least once a week by **you** or on **your** behalf and a written record of the inspection is maintained by **you**
  - b all refuse and waste materials are removed from the interior of the **building(s)** and removed from the **premises** at least once a week
  - c **you** will secure the **premises** and put all protective, locking devices and any alarm protection in effective operation
  - d gas, water and electricity services (except electricity supply to maintain any fire or intruder alarm systems) and any fuel supplies are permanently shut off at the switch or stopcock where they enter the **building(s)**
  - e **you** implement any additional protections that **we** may require within the timescale **we** specify
  - f all **damage** to the **premises** must be rectified immediately.

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

### Specific section conditions and covers

The following conditions and covers will only apply if shown in **your** schedule.

#### A Visible signs condition

**We** will not cover **you** for any **damage** arising under Insured peril **G** (theft or any attempted theft) unless there are visible signs of entry to or exit from the **premises** by forcible and violent means.

#### B Modern materials

In the event of **damage** to **building(s)** (other than private dwellings) the basis upon which the amount payable is to be calculated will be

- 1 in the event of total destruction, the cost of providing a modern building with comparable facilities
- 2 in the event of partial **damage**, the cost of repair using modern materials or in relation to traditional buildings, the cost of repairs in existing materials as far as it is economic to do so when compared to repairs in modern materials.

No payment will be made beyond the amount which would have been payable in the absence of this cover until reinstatement costs have actually been incurred.

The value of these **building(s)** will be calculated on this basis for the purpose of the Condition of average. **Our** liability will not exceed the cost of replacing the **building** in its existing style or the sum insured whichever is the less.

#### C Demolition value

In the event of **damage** to any item on **building(s)** shown in **your** schedule as being subject to this basis of settlement **we** will only pay the value of such property for demolition purposes. The Extensions of cover referred to in this section will not apply where this basis of cover operates.

# Section 2 – Livestock

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**Your** schedule will show if this section is covered.

This section is divided into two Parts **A** and **B**

Part A – Livestock perils

Part B – All risks mortality

**Your** schedule will show which of these parts are covered.

## Meanings of defined terms

These meanings apply within **your** Livestock section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meanings of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5.

### Animal(s)

Any animal(s) shown in **your** schedule, which include any whole or part interest in them, to the extent of that interest.

### Computer systems

Computer or other equipment or component or system or item which processes stores transmits or receives **data**.

### Damage

Loss, death or **humane destruction** of insured **livestock**.

### Data

Any data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

### Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**.

## Section 2 – Livestock *continued*

Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

### Flood

Damage caused by

- 1 the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam
- 2 inundation from the sea
- 3 inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building.

### Hacking

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

### Herd

A collective number of **animal(s)** of any description, whether commonly known as a herd, flock or by any other collective noun.

### Humane destruction

Occurs when

- 1 the **animal** incurs an injury or is afflicted with an excessively painful disease, and a **veterinary surgeon** appointed by **us** provides a certificate confirming that the suffering of the **animal** is incurable and so excessive that immediate destruction is imperative for humane reasons; or
- 2 the **animal** incurs an injury and a **veterinary surgeon** appointed by **you**, provides a certificate confirming that the suffering of the **animal** is incurable and so excessive that immediate destruction is imperative for humane reasons without waiting for the appointment of a **veterinary surgeon** by **us**.

### Insured disease

Any one of the diseases shown in **your** schedule and defined and classified by the OIE (World Animal Health Organisation).

### Livestock

**Animal(s)** belonging to **you** or within **your** care, custody or control pertaining to **your business** and as described in **your** schedule for this section.

### Market value

- 1
  - a for breeding stock, the average published local market value, over 30 days immediately before the death of the **animal**, for **animal(s)** of a similar type; or
  - b for meat **animal(s)**, the average published local market value, over 30 days immediately before the death of finished **animal(s)** of the same type that have recently completed a similar growing program. For unfinished **animal(s)**, end value will be reduced in relation to live weight gained; or
  - c for other **animal(s)**, the fair price at which ownership of the **animal** would change between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts.

### Medication

Any drug, hormone, vitamin, protein or other substance, other than unadulterated food or drink for use on the **animal** under the direction of a **veterinary surgeon** for the benefit of the **animal**.

### Phishing

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

### Post-mortem

A post-mortem, which will include a necropsy examination, made by a **veterinary surgeon** including, but not limited to establishing the identity, the cause of death or the reason for the **humane destruction** of the **animal**.

### Terrorism

In England, Scotland and Wales: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

In Northern Ireland: An act including, but not limited to the use of force or violence and/or 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 including the intention to influence any government and/or put the public or any section of the public in fear.

In the Channel Islands and the Isle of Man: An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

### Veterinary surgeon

A veterinary surgeon with a currently valid licence, issued by the appropriate governing agency, allowing them to practise veterinary medicine.

### Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems, data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

## Part A – Livestock perils

### ✓ What is covered

We will cover **you** for **damage** to **livestock** under this section by any of the Insured perils shown as covered in **your** schedule up to

- 1 the **market value** of the **animal** immediately before the **damage** (less any compensation paid or payable by the Government)
- 2 £500 for any one **animal** for vet fees that are necessarily incurred as a direct result of an Insured peril, but not for preparing any claim.

**Our** liability under this section will not exceed

- a in the whole the sum insured by the item
- b £2,000 for any one working dog
- c £10,000 for any other **animal** unless stated in **your** schedule.

### Insured perils

**Your** schedule will show which perils are covered.

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

Lightning.

Explosion

- i of boilers
- ii of gas

used for domestic purposes only.

Explosion excluding **damage**

- i caused by or consisting of the bursting of a boiler, economiser or other vessel, machinery or apparatus where internal pressure is due to steam only and belonging to **you** or under **your** control
- ii in respect of and originating in any vessel, machinery or apparatus or its contents belonging to **you** or under **your** control which requires examination to comply with any statutory regulations, unless that vessel, machinery or apparatus is covered by a policy or other contract providing the required inspection service

## Section 2 – Livestock *continued*

- iii by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

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

Aircraft or other aerial devices or articles dropped from them excluding **damage** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Earthquake.

Subterranean fire.

Accidental death of **livestock** caused by electrocution (including **humane destruction** within 72 hours following electric shock) at the **premises**.
- B** Riot, civil commotion, strikers, locked-out workers, people taking part in labour disturbances or malicious people, excluding
  - i **damage** arising from confiscation, requisition or destruction by order of the government or any public authority
  - ii **damage** arising from cessation of work
  - iii the **excess** stated in **your** schedule for each separate **premises** after the application of any Condition of average.
- C** Impact by any road vehicle, train, **animal** or impact by falling trees, telegraph poles, lamp posts, wind turbines, pylons or any part of them, excluding
  - i the **excess** stated in **your** schedule for each separate **premises** after the application of any Condition of average
  - ii **damage** caused by lopping, pruning or felling trees.
- D** Storm excluding
  - i **damage** by **flood** whether resulting from storm or otherwise
  - ii **damage** by frost
  - iii **damage** to **livestock** not situated in an enclosed building
  - iv the **excess** shown in **your** schedule.
- E** Flood excluding
  - i **damage** by frost
  - ii **damage** to **livestock** not situated in an enclosed building
  - iii the **excess** stated on **your** schedule.
- F** Escape of water, fuel or liquid fertiliser from any tank, apparatus or pipe excluding
  - i **damage** by water discharged or leaking from any automatic sprinkler installation
  - ii the **excess** stated in **your** schedule for each separate **premises** as ascertained after the application of any Condition of average.
- G** Theft or any attempted theft excluding
  - i the **excess** stated in **your** schedule as ascertained after the application of any Condition of average
  - ii **damage** where possession is obtained by any fraudulent scheme, trick, device or false pretence
  - iii **damage** through the infidelity or dishonesty of **you** or **your** employees or any other people to whom the property insured may be entrusted
  - iv **damage** to property insured elsewhere
  - v loss due to unexplained shortage or mysterious disappearance.
- H** Unexplained shortage or mysterious disappearance of **livestock** for a period exceeding 30 days whilst under **your** control excluding **damage** to **livestock** kept on any common or unfenced land.
- I** Fatal injury to **livestock** (away from **your premises**)

Caused by accidental violent and visible means and which results in the death of the **animal** or its **humane destruction** within 30 days of an accident

but **we** will not cover

  - i
    - a **damage** caused by fire, lightning, explosion, earthquake or subterranean fire
    - b depreciation of any kind

- ii a injury to any **animal**
  - 1 whilst conveyed in any vehicle or being loaded on or unloaded from any vehicle
  - 2 occurring on **your premises** as described in **your** schedule
- b injury to any horse occurring during or whilst preparing for racing, hunting, show jumping, gymkhanas or other competitive events
- iii the **excess** stated in **your** schedule.

**J** Fatal injury to **livestock** in transit.

Caused by accidental violent and visible means and which results in the death of the **animal** or its **humane destruction** within 30 days of an accident whilst being loaded onto, carried by or unloaded from any vehicle anywhere in the **policy territories**.

Loading starts as the **animal** mounts the ramp and unloading finishes as the **animal** leaves the ramp. Any vehicle used must be constructed specifically for the safe carriage of **livestock**.

**We** will not cover the **excess** stated in **your** schedule.

**K** Worrying of sheep, cattle, pigs and horses by dogs, foxes or vermin that causes death (or necessitates **humane destruction**) within 30 days from the occurrence of the worrying. **You** will take all possible steps to discover the owner of the dog(s) responsible for the loss and tell **us** about the occurrence as soon as possible.

**We** will not cover **you** for

- i worrying by **your** own dog(s)
- ii the **excess** stated in **your** schedule.

## Extensions of cover

### Carcass removal costs cover

**We** will pay the reasonable costs incurred with **our** consent, in the event of the death or **humane destruction** of the **animal** for the removal of the carcass to the nearest knackery, renderer or bona fide disposal centre provided that **our** liability under this extension does not exceed £250 for any one **animal**.

## Livestock cover

The cover under Insured peril **A** also includes cover on **livestock** whilst in the open or in buildings elsewhere other than on any land or **premises** occupied or used by **you** in the **policy territories**.

## X What is not covered under Part A

**We** will not cover

- 1 **damage** to **livestock** insured
  - a for transit, hire or reward
  - b where more specific insurance is in place
- 2 destruction in compliance with the requirements of any statute of any order of the Privy Council, a government department or local authority
- 3 **damage** to poultry insured arising from suffocation however caused
- 4 loss resulting from the unauthorised slaughter of any **animal** unless satisfying the criteria for **humane destruction** as defined in this section
- 5 loss, **damage**, cost or expense of any kind which occurs as a result of **business interruption** under this section.

## Conditions applicable to Part A

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

- 1 In the event of a claim for **damage** to **livestock** **you** must immediately arrange for
  - a adequate attention and treatment
  - b at **your** own expense to send **us** any veterinary evidence that **we** may require.

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

## Section 2 – Livestock *continued*

- 2 At the start date of cover provided under this section any **animal** is in sound health and free from any injury, disability or disease unless confirmed to **us** in writing and continuation of cover agreed by **us**.

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

- 3 If any **animal** has to be slaughtered for humane reasons, **you** must dispose of the carcass in the most profitable way and any payment **you** receive will belong to **us**.

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

- 4 If **we** have paid under Insured perils **G** or **H** and the **livestock** is found, recovered or returned to **you**, the amount already paid by **us** must be paid back to **us**.
- 5 **We** will not pay for the same **animal** under more than one of the covers insured in connection with the same loss.
- 6 **We** are under no obligation to accept or be affected by any transfer of interest, trust, assignment and the like which relates to any **animal**. Nothing contained under this section shall give any right against **us** to any person other than **you**.
- 7 Cover provided for **livestock** is subject to the following Special condition of average.  
If the sum insured at the time of any **damage** is less than 75% of the value of the **livestock** covered within that sum insured, the amount payable by **us** will be proportionately reduced.
- 8 This cover will not be invalidated by any act or omission or an alteration where the risk of **damage** is increased unknown to or beyond **your** control, provided that when **you** become aware of it **you** tell **us** immediately and pay any additional premium.

### Specific covers applicable to Part A

The following only apply if shown as covered in **your** schedule.

#### A Poultry worrying extension cover

**We** will cover **you** under Insured peril **K** (Worrying) for the insured item on Poultry.

But **we** will not cover **you** for

- a **damage** caused by dogs owned by or in **your** custody or control or any member of **your** family permanently residing with **you** or any employee of **yours**
- b the **excess** stated in **your** schedule.

#### B Fatal injury to livestock cover (Own premises)

**We** will cover **you** for accidental injury to **livestock** on **your premises** arising from any **animal** straying from its normal confines immediately before the loss and which results in the death of the **animal** or its **humane destruction** within 30 days of an accident.

But **we** will not cover **you** for

- 1 **damage** caused by fire, lightning, explosion, earthquake or subterranean fire
- 2 depreciation of any kind
- 3 injury to any **animal** whilst conveyed in any vehicle or being loaded on or unloaded from any vehicle
- 4 injury to any horse occurring during or whilst preparing for racing, hunting, show jumping, gymkhanas or other competitive events
- 5 the **excess** stated in **your** schedule.

### Part B – All risks mortality

#### ✓ What is covered

**We** will cover **you** in the event of the death or **humane destruction** of the **animal** caused by any accident, injury, illness or disease. **We** will cover **you** for the **market value** of the **animal**, provided the accident, injury, illness or disease first manifests itself during the **period of**

**insurance** and death or **humane destruction** occurs

- 1 during the **period of insurance**; or
- 2 for annual policies only, within 30 days after expiry of the **period of insurance** provided that **you** have notified **us** in writing during the **period of insurance** of the accident, injury, illness or disease.

### Limit of liability

The limit of liability stated in **your** schedule is the maximum amount **we** will pay for any **animal** specified in **your** schedule.

It is agreed that **our** limit of liability stated in **your** schedule will not be varied by virtue of the number of insured entities or claims under Part **B**.

The limit of liability under Part **B** is subject to average, therefore if the **market value** of the **animal** at the time of loss is more than the limit of liability stated in **your** schedule, then the amount **we** pay will be limited to the proportion the limit of liability bears to the **market value** at the time of loss. **You** will be considered to be **your** own insurer for the difference and shall bear the rateable share of the loss accordingly.

## X What is not covered under Part B

### Excess exclusion

**We** will not cover **you** for the **excess** shown in **your** schedule.

### Intentional slaughter exclusion

**We** will not cover intentional slaughter, whether by or under the order of any government or public or local authority or any person or body having jurisdiction in the matter. This exclusion will not apply where **we** have expressly agreed to the **humane destruction** of the **animal**.

### Surgery, medication, intentional acts and failure to provide care exclusion

**We** will not cover death or **humane destruction** directly or indirectly caused by, happening through, as a result of or contributed to by or arising from one or more of the following

- 1 any surgical operation unless conducted by a **veterinary surgeon** and certified by them as necessary solely due to accident, injury, illness or disease occurring during the **period of insurance** and carried out in an emergency to save the **animal's** life, or
- 2 giving any **medication** unless in accordance with the manufacturer's recommendations and approved by the local authorities and certified by the **veterinary surgeon** to have been of a prophylactic nature and necessitated by accident, disease or illness;
- 3 malicious or wilful injury or criminal or intentional acts or omissions by **you**, **your** family, representatives, agents, **veterinary surgeons**, or other people who have care, custody or control of the **animal**; or
- 4 failure by **you**, **your** family, representatives, agents, or other people who have care, custody or control of the **animal** to provide proper care and attention for the **animal** at all times.

### Conditions applicable to Part B

These conditions of cover apply only to this section. **You** must comply with the following conditions (including any specific conditions where applicable) to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### Alteration condition

**You** must tell **us** of any alteration or circumstance, which **you** become aware of, as soon as possible which affects the risks insured under Part **B**. **We** will not cover **you** for any claim(s) due wholly or partially or in any way related to the alteration or circumstance until **we** have agreed to the alteration or circumstance, including but not limited to the following:

## Section 2 – Livestock *continued*

- 1 In the event of the **animal** being castrated or spayed, this **policy** will not cover that **animal** from midnight, local time, immediately before the day of the procedure, unless **you** have been advised prior to the procedure and any resulting alteration to cover agreed and the **policy** is endorsed accordingly.
- 2 At any time during the **period of insurance** the **animal** is entered, but not sold, in a public or private auction and the limit of liability specified in **your** schedule is more than the amount bid for **your** interest in the **animal**, then **our** limit of liability will be automatically reduced at the end of the auction to the highest amount bid in the auction for **your** interest in the **animal**. If this occurs, **you** must tell **us** in writing within seven days.

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

If the limit of liability specified in **your** schedule is reduced under this condition, **you** will be entitled to a return of premium of the same amount by which **our** limit of liability has been reduced, calculated on a pro rata basis from the date of that reduction.

### Due diligence condition

**You** must:

- 1 at all times provide proper care and attention for each **animal** covered by this **policy**; and
- 2 take reasonable steps to prevent, avoid or diminish **damage** to the **animal** at **your** own expense; and
- 3 in the event of any injury, illness, lameness, disease, accident or physical disability of or to an **animal**, immediately employ a **veterinary surgeon** at **your** own expense and, if required by **us**, allow removal of the **animal** for treatment; and
- 4 in the event of the death or **humane destruction** of an **animal**, immediately arrange for a **post-mortem** at **your** own expense, and should event 3 or 4 occur, **you** must tell **us** immediately and **we** will instruct a **veterinary surgeon** on **your** behalf if necessary.

**We** have the right to have a **post-mortem** carried out by **your veterinary surgeon** at **your** expense.

After receiving permission from **us**, **you** will arrange for the removal and disposal of the remains of the **animal** at **your** own expense. **We** are entitled to any money recovered by **you** in excess of the removal and disposal costs if the remains are sold.

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

### Ownership condition

At the start date of this **policy** (or any increase, extension or addition to coverage), **you** must be the sole owner of each **animal**, or have a financial interest in the **animal** covered by this section. This **policy** will immediately stop covering any **animal** when **you** sell it or part with any interest in it, whether temporarily or permanently.

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

### Sound health condition

At the start date of Part **B**, the **animal** is in sound health and free from any injury, illness, lameness, disease or disability or physical abnormality whatsoever. Except for any conditions that **you** have told **us** about and **we** have accepted in writing, this will also apply to

- 1 any additional sums insured on the **animal** already insured; and/or
- 2 any **animal** added to this **policy**; and/or
- 3 any other extension of or addition to coverage.

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

### Policy territories and use condition

The **animal** shall

- 1 remain within the **policy territories** during the whole **period of insurance**, and
- 2 not have been used at any time during the **period of insurance** for a purpose which is not specified in **your** schedule for that **animal**.

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

## Specific conditions and covers applicable to Part B

The following conditions and covers only apply if shown as covered in **your** schedule.

### 1 Loss of use extension cover

We will pay **you** for the **market value** of the **animal** providing that the **animal** is certified by two **veterinary surgeons**, one to be appointed each by **you** and **us**, confirming the **animal** is totally and permanently infertile, impotent or otherwise incapable of serving females, by either natural service or artificial insemination, caused by an accident, injury, illness or disease occurring or manifesting itself during the **period of insurance**.

### Limit of liability

We will pay **you**:

- 1 100% of the **market value** for **animal(s)** up to five years of age at the start date of this **policy**
- 2 75% of the **market value** for **animal(s)** between five and six years of age at the start date of this **policy**
- 3 For any **animal** over 6 years of age at the start date of this policy the value of the **animal** agreed by **us**.

### What is not covered under the Loss of use extension

- 1 any loss arising from the death or **humane destruction** of the **animal** however caused
- 2 any loss for incapacity directly or indirectly arising from frostbite or freezing
- 3 any loss for incapacity directly or indirectly arising from any reproductive disorder or abnormality involving the reproductive system including, but not limited to, the scrotum, testis, epididymis, penis, ampulla, vesicular gland and prostate, unless caused by an accident or injury occurring during the **period of insurance** and verified by a **veterinary surgeon**
- 4 any claim that is recoverable under a Guarantee of Fertility.

## Conditions applicable to Loss of use extension

- 1 any incident likely to result in a claim under this extension, is reported to **us** as soon as any abnormality is recognised
- 2 **you** will, at **your** own expense, provide information in any form as may be reasonably required by **us**
- 3 in the event of a disagreement between the two appointed **veterinary surgeons** as to whether the **animal** is totally and permanently infertile, impotent or otherwise incapable of serving females, by either natural service or artificial insemination, or as to whether the incapacity is directly as a result of an accident, injury, illness or disease occurring or manifesting during the **period of insurance**, the two appointed **veterinary surgeons** shall appoint an arbitrator. The arbitrator must also be a **veterinary surgeon** and their decision will be final and binding on both parties. The costs of arbitration shall be shared equally between **you** and **us**
- 4 if **we** agree to pay **your** claim under this extension, **we** will become entitled, on payment of the claim, to take possession of **your** interest in the **animal**. **You** then agree to effect such unencumbered transfer as a precondition of payment of a claim
- 5 if a claim is made and settled under this extension, the amount payable in the event of the death or **humane destruction** of the **animal**, will be reduced by the amount of that claim
- 6 **we** will only cover **you** for any claim made during the current **period of insurance**. However, should the **animal** sustain or suffer an accident, injury, illness or disease which has been advised to **us** during the **period of insurance**, and that accident, injury, illness or disease does not manifest itself as a permanent incapacity until after the expiry date of **your policy**, **we** will pay **your** claim under this extension provided that the permanent incapacity is agreed by both **veterinary surgeons** and occurs within 90 days of the expiry date of **your policy**.

## Exclusions applicable to Part A and Part B

### Electronic risks exclusion

**We** will not cover **you** for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- 1 damage to or the destruction of any **computer systems**; or
- 2 any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

**We** will cover subsequent **damage** which is covered by this section, which itself results from any of insured perils A, B, C, D, E, F or G (as referred to in Part A) covered by this section, except for **damage** caused by malicious persons other than thieves.

### Radioactive contamination exclusion

**We** will not cover damage, or any other loss or expense resulting or arising from **damage** to any property, or any loss directly or indirectly caused by or contributed to by or arising from

- 1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.

### Terrorism and Northern Ireland Exclusion

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

- 1 In England, Scotland, Wales, the Channel Islands and the Isle of Man
  - a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

- 2 In Northern Ireland

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

In respect of private house(s) and their contents insured in the name of an individual **terrorism** is only excluded in respect of loss, destruction or damage directly or indirectly caused by or contributed to by or in connection with or arising from biological or chemical pollution or contamination.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

### War risks exclusion

**We** will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

# Section 3 – Employers liability

## Contents of this section

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Your schedule will show if this section is covered.

## Meanings of defined terms

These meanings apply within **your** Employers liability section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meanings of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5.

## Bodily injury

Death, bodily injury, illness or disease.

## Claim costs

Costs and expenses

- 1 of any claimant which **you** become legally liable to pay
- 2 incurred with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at
  - a any coroner's inquest or fatal accident inquiry
  - b summary court proceedings.

## Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

## Employed person(s)

- 1 Anyone under a contract of service or apprenticeship with **you**.
- 2 Anyone who is
  - a employed by **you** or on **your** behalf on a labour only basis
  - b self employed
  - c hired to **you** or borrowed by **you** from another employer
  - d a voluntary helper or taking part in a work experience or training scheme and under **your** control or supervision.

### Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into, or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

### Offshore

On or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

### Principal

Employer who has engaged **you** to act on their behalf, under a contract for the performance of work by **you**, in connection with the **business**.

### Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **policy territories**.

### Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

### ✓ What is covered

**We** will cover the amount of damages which **you** are legally liable to pay in respect of **bodily injury** to any **employed person** resident in the **policy territories**, caused during the **period of insurance** and arising out of and in the course of their employment by **you** in connection with the **business**.

### Additional business activities cover

The cover under this section includes the following activities of the **business**

- 1 providing and managing amenities for the benefit and welfare of **employed person(s)**
- 2 owning, repairing, maintaining and decorating **your** own property or **premises you** use

- 3 providing and managing facilities primarily used for fire prevention, safety or security at **your premises**
- 4 maintaining and repairing vehicles and machinery owned or used by **you**
- 5 private work **you** allow any **employed person(s)** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
- 6 the sale or disposal of business assets
- 7 attendance at farmers markets, agricultural shows and similar events in connection with the **business**.

### Claim costs cover

**We** will cover **claim costs** in connection with a claim for which an award of damages is paid or may be payable under this section, but **we** will not pay **claim costs** for any part of a claim not covered by this section.

### Compensation for court attendance cover

**We** will compensate **you** at the rate of £500 per day, for each day that **we** request any director, partner or **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

### Manslaughter costs cover

**We** will cover **manslaughter costs**, in respect of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

**You** must obtain **our** prior written consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn, **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), that

## Section 3 – Employers liability *continued*

such appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **manslaughter costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is the **manslaughter costs** limit of indemnity shown in **your** schedule.

**We** will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of implementing any remedial order or publicity order
- 3 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- 4 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- 5 costs and expenses covered by any Legal Expenses insurance
- 6 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

### Overseas employees cover

If **bodily injury** is caused during the **period of insurance**, to any person under a contract of service or apprenticeship arising out of and in the course of their employment by **you** in connection with the **business** and who is resident outside the **policy territories**, **we** will cover the amount of damages which **you** are legally liable to pay by a court of law having jurisdiction within the **policy territories**.

**We** will not pay

- 1 for any action or recovery brought or commenced
  - a in a court of law outside the **policy territories**

- b in connection with any workmen's compensation or other social insurance, or arising from **your** failure to meet legal obligations or to pay adequate contributions for that insurance

- 2 where an insurance policy covering legal liability for **bodily injury** caused to **employed persons** is arranged outside the **policy territories**.

### Personal liability cover

If no other insurance is in force, **we** will at **your** request cover the legal liability of any director or **employed person of yours**, whilst

- 1 performing duties in connection with the **business**
- 2 acting in a personal capacity, during the course of a trip or journey arranged for the purpose of the **business**
- 3 work is being carried out on behalf of a director or officer by an **employed person** with **your** consent.

The cover provided by this section will also apply to **your** personal representative or the personal representative of any other deceased person entitled to cover.

### Principals liability cover

**We** will, at **your** request, cover the legal liability of any **principal**, but only to the extent required under **your** contract with the **principal**.

### Safety legislation costs cover

**We** will cover **safety legislation costs**, in respect of any **bodily injury** occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you**, for damages covered by this section.

**You** must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

## Section 3 – Employers liability *continued*

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), that such appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **safety legislation costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is the **safety legislation costs** limit of indemnity shown in **your** schedule.

**We** will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of an appeal against improvement or prohibition notices
- 3 costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
- 4 costs and expenses covered by any Legal Expenses insurance
- 5 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

### Unsatisfied court judgements cover

**We** will at **your** request pay an **employed person** the amount awarded to that person by a court of law for **bodily injury**, against any company, partnership or individual conducting a business within the **policy territories** and which remains unpaid six months after the date of the judgement.

**We** will only provide cover if:

- 1 there is no outstanding appeal
- 2 the **bodily injury** was sustained during the **period of insurance** by the **employed person** while working in connection with the **business**
- 3 the judgement was obtained in a court within the **policy territories**
- 4 the **employed person** or their personal representative assigns the judgement to **us**.

### Limit of indemnity

- 1 The employers liability limit of indemnity shown in **your** schedule is the maximum **we** will pay for the total of all damages and **claims costs** and will apply to any one claim or series of claims by one or more of the **employed person(s)** arising from one occurrence.
- 2 The terrorist act limit of indemnity shown in **your** schedule will apply exclusively to any one claim or series of claims by one or more of the **employed person(s)** arising directly or indirectly in connection with a **terrorist act**.
- 3 In respect of any claim or claims, **we** may at any time pay the limit of indemnity applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims.

## X What is not covered

### Offshore exclusion

**We** will not cover claims for **bodily injury** to any **employed person** while **offshore**.

### Radioactive contamination exclusion

**We** will not cover claims for

- 1 **contractual liability**
- 2 which **your principal** has a legal liability caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

## Section 3 – Employers liability *continued*

### Road Traffic Act exclusion

**We** will not cover claims for **bodily injury** to an **employed person** in circumstances where it is necessary to arrange compulsory motor insurance or security, under any Road Traffic Legislation.

### Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

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

### Premium adjustment condition

If any part of the premium has been calculated on estimates **you** must, at **our** request, tell **us** the actual figures on the expiry of the **period of insurance** so that the final premium can be calculated using the agreed rates. If the adjusted premium is less than the estimated premium **we** will not return more than 25% of the original premium.

### Right of recovery condition

The cover provided under this section is in line with any law relating to the compulsory insurance of liability to persons employed within the **policy territories**. **You** must repay to **us** all amounts **we** pay which **we** would not have been liable to pay but for the law.

# Section 4 – Public and product liability

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Your schedule will show if this section is covered.

## Meanings of defined terms

These meanings apply within **your** Public and product liability section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meanings of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5.

### Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

### Bodily injury

Death, bodily injury, illness or disease.

### Claim costs

Costs and expenses

- 1 of any claimant which **you** become legally liable to pay
- 2 incurred with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at
  - a any coroner's inquest or fatal accident inquiry
  - b summary court proceedings.

### Clean up costs

Costs and expenses of remediation of environmental damage or environmental harm.

### Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

### Electronic data

Facts, concepts or information in a form usable for communications, interpretation or processing by electronic or electro-mechanical data processing or electronically controlled

equipment which includes programmes, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

### Employed person(s)

- 1 Anyone under a contract of service or apprenticeship with **you**.
- 2 Anyone who is
  - a employed by **you** or on **your** behalf on a labour only basis
  - b self employed
  - c hired to **you** or borrowed by **you** from another employer
  - d a voluntary helper or taking part in a work experience or training scheme

and under **your** control or supervision.

### Enforcing authority

Any government or statutory authority, implementing or enforcing environmental protection legislation in the **policy territories**.

### Event

Claim or series of claims against **you** as a result of or attributable to a single source or the same original, repeated or continuing cause.

### Hot work

Any work that requires, uses or produces open flames or any other sources of heat or sparks that could ignite flammable or combustible materials.

### Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

### Nuisance or trespass

Nuisance, trespass to land or trespass to goods, or interference with any easement.

### Offshore

On or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

### Personal injury

Personal injury or infringement of a person's legal right other than

- 1 **bodily injury**
- 2 a right arising from title to, or an interest in property.

### Pollutants

Any solid, liquid or gaseous pollutant, contaminant or irritant substance or any biological agent that is a danger to human health.

### Principal

Employer who has engaged **you** to act on their behalf, under a contract for the performance of work by **you**, in connection with the **business**.

### Property damage

Loss of or damage to property that **you** do not own or possess and is not in **your** custody or under **your** control.

### Products

Products that **you** have sold, supplied, provided or delivered including

- 1 containers, packaging, labelling, instructions or advice in connection with products
- 2 **services** that have been completed as part of a contract for the sale or supply of products in the course of the **business**.

### Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **policy territories**.

### Services

Work process or other operation that **you** undertake or is undertaken on **your** behalf including any goods or materials used in connection with the work process or other operation in the course of the **business**.

### Sudden incident

Sudden identifiable, unintended and unexpected incident that does not originate from a gradual, continuous or repetitive cause.

### Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

### ✓ What is covered

**We** will cover the amount of damages which **you** are legally liable to pay in respect of

- 1 **bodily injury**
- 2 **personal injury**
- 3 **property damage**
- 4 **nuisance or trespass**

occurring during the **period of insurance** in connection with the **business**.

If legal liability to pay damages in respect of **property damage** or **nuisance or trespass** arises from a release or escape of **pollutants** into the atmosphere or onto land, water, buildings or any structure, the cover will only apply to a **sudden incident** which happens at a specific time and place during the **period of insurance** within the **policy territories** and all **property damage** or **nuisance or trespass** will be considered as having occurred at the time of the **sudden incident**.

### Additional business activities cover

The cover under this section includes the following activities of the **business**

- 1 providing and managing amenities for the benefit and welfare of **employed person(s)**
- 2 owning, repairing, maintaining and decorating **your** own property or premises **you** use

- 3 providing and managing facilities primarily used for fire prevention, safety or security at **your premises**
- 4 maintaining and repairing vehicles and machinery owned or used by **you**
- 5 private work **you** allow **employed person(s)** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
- 6 the sale or disposal of business assets
- 7 attendance at farmers markets, agricultural shows and similar events in connection with the **business**
- 8 owners of property shown in **your** schedule.

### Claims costs cover

**We** will cover **claim costs** in connection with a claim for which an award of damages or **clean up costs** is paid or may be payable under this section, but **we** will not pay **claim costs** for any part of a claim not covered by this section.

### Compensation for court attendance cover

**We** will compensate **you** at the rate of £500 per day, for each day that **we** request any director, partner or **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

### Contingent motor liabilities cover

**We** will cover the amount of damages which **you** are legally liable to pay and **claim costs** in respect of accidental

- 1 **bodily injury**
- 2 **property damage**

occurring during the **period of insurance** and arising out of

- a the use by an **employed person** of their own motor vehicle within the European Union in connection with the **business**
- b the movement of any motor vehicle, not owned by, or provided by **you**, or an **employed person** that is preventing access to, or causing an obstruction within **your premises** or any site at which **you** are working and the Road Traffic Act

exclusion in this section will not apply to that liability.

**We** will not pay

- 1 for loss of or damage to any motor vehicle referred to in **a** or **b** above
- 2 unless the motor vehicle is being driven with **your** permission and **you** have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle
- 3 where cover is provided by another insurance policy.

### Cross liabilities cover

Any person, firm, company or organisation covered by this section, is entitled to the cover as if a separate **policy** had been issued to each and where **you** are a membership organisation, the cover will apply to each member as if a separate **policy** had been issued to each member. However the amount payable by **us** in total, on behalf of all entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in **your** schedule.

### Data Protection cover

**We** will cover the amount of compensation which **you** are legally liable to pay in respect of **personal injury** occurring during the **period of insurance**, arising from holding personal data, or, as a result of any loss, misuse or unauthorised disclosure of personal data held by **you** in the course of the **business**.

**We** will only pay

- 1 amounts of compensation which **you** are ordered to pay, or which **you** might reasonably be expected to pay by a court having jurisdiction
- 2 if **you** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation within the **policy territories**.

**We** will not cover

- 1 fines or penalties imposed by a court
- 2 the costs of any appeal against the refusal of an application for registration or

alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice

- 3 the cost of replacing, reinstating, rectifying or erasing any personal data
- 4 refund of monies paid to **you** by any claimant
- 5 compensation costs and expenses covered by any Legal Expenses insurance.

The maximum **we** will pay for compensation, costs and expenses in total, as a result of all occurrences during any one **period of insurance**, is the data protection limit of indemnity shown in **your** schedule.

### Defective Premises Act cover

**We** will cover the amount of damages which **you** are legally liable to pay in respect of accidental **bodily injury** or **property damage**, occurring during any one **period of insurance**, arising out of **premises you** have disposed of, but had previously owned in connection with the **business**.

**We** will not cover

- 1 loss of or damage to the land or **premises** disposed of or in connection with the cost of rectifying any defect or alleged defect in them
- 2 any liability for which **you** are covered under any other insurance policy.

### DIY livery

If **you** are the owner or operator of a DIY livery the maximum number of horses that can be stabled is three.

### Environmental clean up cover

**We** will cover the amount of **clean up costs** which **you** are legally liable to pay, under a notice or order imposed upon **you** by an **enforcing authority**, arising from a release or escape of **pollutants**, onto or into land, surface water or ground water. The cover will only apply to a **sudden incident** which happens at a specific time and place during the **period of insurance** in connection with the **business**, within the **policy territories**.

## Section 4 – Public and product liability *continued*

The maximum **we** will pay for all **clean up costs**, as a result of one **sudden incident** or all such incidents happening during any one **period of insurance**, is the **clean up costs** limit of indemnity shown in **your** schedule.

Where a claim for damages arises in addition to **clean up costs** as a result of the same **sudden incident**, the maximum **we** will pay for the total amount of damages and **clean up costs** added together, will not exceed the public liability limit of indemnity shown in **your** schedule.

**We** will not cover any part of a claim for **clean up costs**

- 1 at, in or upon property that is or was, owned by **you**, or in **your** possession, or in **your** custody or under **your** control
- 2 to achieve an improvement or alteration in the condition of the land, or any surface or ground water beyond that
  - a necessary to meet the standards required by law at the start of remediation
  - b existing at the time of a **sudden incident** for which a claim is made under this section.

### Manslaughter costs cover

**We** will cover **manslaughter costs** in respect of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section. **You** must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**. If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **manslaughter costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is the **manslaughter costs** limit of indemnity shown in **your** schedule.

**We** will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of implementing any remedial order or publicity order
- 3 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- 4 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- 5 costs and expenses covered by any Legal Expenses insurance
- 6 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

### Personal liability cover

If no other insurance is in force, at **your** request, the cover provided by this section will apply to the legal liability of

- 1 any director or **employed person** of **yours** whilst
  - a performing their normal duties in connection with the **business**
  - b work is being carried out on behalf of a director or officer by an **employed person** with **your** consent
  - c acting in a personal capacity, during the course of a trip or journey arranged for the purpose of the **business**
- 2 the spouse, civil partner, domestic partner or any children accompanying a director or **employed person** in the course of a **business** trip or journey.

The cover provided by this section will also apply to **your** personal representative, or the personal representative of any other deceased person entitled to cover.

### Principals liability cover

At **your** request, **we** will cover the legal liability of any **principal** arising from the performance of **your** work for the **principal**.

**We** will not provide cover beyond the requirements of **your** contract with the **principal**.

### Property in your care cover

The cover provided by this section will apply to the following property whether or not it is in **your** possession or custody or under **your** control at the time of the occurrence of loss or damage

- 1 **premises** which are leased, let, rented, hired or lent to **you**
- 2 **premises**, including contents, which are not owned or rented by **you**, where **you** are temporarily carrying out work in connection with the **business**
- 3 the vehicles or personal effects of **employed person(s)** or visitors while on **your premises**.

**We** will not provide cover for

- 1 any **contractual liability**
- 2 loss of or damage to property for which **you** have an agreement to arrange insurance on behalf of the owner, or as if **you** were the owner, under a tenancy, rental or hire agreement
- 3 **clean up costs**.

### Protection of livestock cover

**We** will cover **your** legal liability to pay damages and **claim costs** in respect of any dog (not owned by **you**) having to be destroyed in order to protect **your** livestock provided that **you** comply with all conditions set out in Section 9 of the Animal Act 1971 or any amending legislation.

### Safety legislation costs cover

**We** will cover safety legislation costs in respect of any **bodily injury** or **property damage** occurring

during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

**You** must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), that such appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **safety legislation costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is the **safety legislation costs** limit of indemnity shown in **your** schedule.

**We** will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of an appeal against improvement or prohibition notices
- 3 costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
- 4 costs and expenses covered by any Legal Expenses insurance
- 5 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

### Limit of indemnity

- 1 The public liability limit of indemnity shown in **your** schedule is the maximum amount **we** will pay for all damages arising from one **event**.
- 2 The public liability limit of indemnity is also the maximum amount **we** will pay for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from release or escape of **pollutants**.
- 3 The **products** liability limit of indemnity shown in **your** schedule is the maximum amount **we** will pay for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from **products**.
- 4 The **terrorist act** limit of indemnity shown in **your** schedule is the maximum amount **we** will pay for all damages as a result of all occurrences during any one **period of insurance**, arising directly or indirectly in connection with a **terrorist act**.
- 5 If **we** cover more than one person, firm, company or organisation, the amount payable by **us** in total, on behalf of all entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in **your** schedule.
- 6 **We** will pay **claim costs** in addition to the limit of indemnity applicable to the claim or claims, except if an action for damages is started or brought in the United States of America or Canada.
- 7 If an action for damages is started or brought in the United States of America or Canada, **we** will not pay more than the limit of indemnity shown in **your** schedule for the total of all damages and **claim costs** arising from the action.
- 8 In respect of any claim or claims, **we** may at any time pay the limit of indemnity applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims. If **we** have agreed to pay **claim costs** in addition to the limit of indemnity, **we** will pay the

costs incurred before the date of the claim payment.

### X What is not covered

#### Aircraft and watercraft exclusion

**We** will not cover claims caused by or arising from **you** owning, possessing or using any

- 1 type of aircraft or spacecraft
- 2 watercraft or hovercraft exceeding 8 metres in length that is ordinarily capable of movement by mechanical power and which is under **your** control.

#### Airside exclusion

**We** will not cover claims caused by or arising from any **services** in, or on

- 1 aircraft
- 2 airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access.

#### Aviation and hovercraft products exclusion

**We** will not cover claims caused by or arising from any **products** which to **your** knowledge, are for use in or on any aircraft, hovercraft or device intended to travel through air or space.

#### Asbestos exclusion

**We** will not cover claims caused by or arising from

- 1 inhalation or ingestion of **asbestos**
- 2 exposure to or fear of the consequences of exposure to **asbestos**
- 3 the presence of **asbestos** in any property or on land
- 4 investigating, managing, removing, controlling or remediation of **asbestos**.

#### Contractual liability exclusion

**We** will not cover claims

- 1 for **contractual liability** in connection with **products**
- 2 where the terms of any contract or agreement made by **you**, prevent **us** from taking over the full defence or settlement of the claim

- 3 to pay liquidated damages, or any contractual fines or amounts payable under contractual penalty clauses.

### Damage to products and services exclusion

**We** will not cover claims for loss of or damage to property forming part of a contract for the sale or supply of **products** or **services**, caused by or arising from a defect in or the unsuitability of those **products** or **services**.

### Defamation and discrimination exclusion

**We** will not cover claims caused by or arising from

- 1 libel or slander
- 2 false statement
- 3 discrimination of any kind.

### Deliberate act exclusion

**We** will not cover claims

- 1 caused by or arising from any deliberate act, error or omission
  - a where the results are intended or expected, or are reasonably foreseeable by **you**
  - b by anyone other than **you**, so far as cover is requested for their own liability
- 2 for **clean up costs** in circumstances where **you** have knowingly
  - a deviated from any regulatory notice, order or protection ruling
  - b omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible.

### Electronic data exclusion

**We** will not cover claims caused by or arising from

- 1 authorised or unauthorised transmission of **electronic data**
- 2 the content of any website, **your** email, intranet or extranet
- 3 loss, distortion, erasure, corruption or alteration of **electronic data** or any loss of use resulting in reduction of functionality

- 4 failure of electronic, electromechanical data processing or electronically controlled equipment or **electronic data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

### Employee injury exclusion

**We** will not cover claims for **bodily injury** sustained by any **employed person(s)** arising out of and in the course of their employment with **you**.

### Employment dispute exclusion

**We** will not cover claims caused by or arising from a dispute with, or proceedings brought by, any person for

- 1 their existing, past or prospective contract of employment with **you**
- 2 a breach of employment related legislation.

### Environmental impairment exclusion

**We** will not cover **you** for any claim caused by or arising from an escape of **pollutants** into the atmosphere or onto land or water, or any claim for **clean up costs** where indemnity is provided under Section 5 (or would be provided but for a breach of the terms of cover).

Where any claim would otherwise be payable under both Section 4 and 5 **we** will pay any difference in the limit of indemnity between the amounts specified against each section of cover. **We** will not in any circumstances pay more in all than the limit of indemnity shown in **your** schedule against Section 4. Nothing contained in this clause shall be construed as increasing the limit of indemnity under Section 5 whether or not a claim arises under Section 4.

### Excess exclusion

The **excess** will apply to each **event** for loss as stated in **your** schedule. In respect of **products**, the **excess** will apply to each **event** during each **period of insurance** that loss occurs as a result of the **event**.

### Groundworks exclusion

**We** will not cover claims arising from

## Section 4 – Public and product liability *continued*

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

Where digging or excavation work is undertaken **you** must take all reasonable steps to ascertain the position of all pipes, cables and other underground services including the inspection of plans of all such services and in particular plans held by any local or public utility authority or company.

### Intellectual property exclusion

**We** will not cover claims caused by or arising from passing off or infringement of trade name, registered design, unregistered design, copyright or patent right.

### North America exclusion

**We** will not cover claims caused by or arising from

- 1 any **products**, which to **your** knowledge, are for export, either directly or indirectly to the United States of America or Canada
- 2 **services** in the United States of America or Canada
- 3 pollution or contamination of the atmosphere, land or water or any buildings or structure, or any environmental damage or impairment in the United States of America or Canada.

### Offshore exclusion

**We** will not cover claims caused by or arising from any **services**, **offshore**.

### Overseas establishment exclusion

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

### Professional duty exclusion

**We** will not cover claims caused by or arising from any breach of professional duty in relation

to advice, instruction, consultancy, design, formula, specification, inspection, survey, valuation, certification, testing or supervision undertaken or given for a fee.

### Punitive damages exclusion

**We** will not cover claims to pay any award of punitive, exemplary or aggravated damages or additional damages resulting from the multiplication of compensatory damages, by a court of law outside the **policy territories**.

### Radioactive contamination exclusion

**We** will not cover claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

### Recall exclusion

**We** will not cover claims to pay any costs or expenses caused by or arising from any decision or requirement to recall or withdraw **products** from sale or use.

### Rectification of defects exclusion

**We** will not cover claims to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove defective or unsuitable **products** or **services**, or to make any refund.

### Riding Establishment Acts 1964 and 1970 exclusion

**We** will not cover any claims arising from activities which constitute the operation of a Riding establishment as defined in the Riding Establishment Acts 1964 and 1970 or any subsequent legislation.

### Road Traffic Act exclusion

**We** will not cover claims caused by or arising from the ownership, possession or use by **you** or on **your** behalf of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation or where cover is provided (or would be provided but for breach of the terms of cover) by another insurance.

### War risk exclusion

**We** will not cover claims caused by or arising from war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition, or loss of or damage to property by or under the order of any government or public or local authority.

### Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

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

### Hot work precautions condition

The following precautions must be complied with each time that **hot work** is undertaken away from **your premises**

- 1 the area where the work is to be completed must be cleared of all combustibles
- 2 combustible floors and other combustible property which cannot be moved, must be protected by non combustible material and where welding, cutting or grinding equipment is being used, this must extend to at least six metres from or beneath the work area
- 3 where there is a danger of ignition either directly, or by conduction of heat, through any partitions or walls, the area on the other side must be inspected and combustible material removed
- 4 at least one fire extinguisher, of a type suitable for the use required, must be kept adjacent to the work or task and ready for immediate use

- 5 no heat producing equipment must be left out of view of its operator or firewatcher whilst lighted or powered or whilst hot
- 6 a thorough safety check for signs of fire or combustion around, above or below the work area must be made at regular intervals, for at least 30 minutes after each period of work is completed.

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

### Legionella precautions condition

If **you** own or are responsible for water systems, water installations or cooling systems, a written risk assessment must be undertaken and controls put in place to prevent the growth of biological agents that may cause disease or illness.

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

### School visits condition

Where visits to the **premises** by schools or members of the public are allowed, **you** must ensure that thorough hygiene measures are in place. Adequate washing facilities must be provided where animal contact takes place.

Signs and notices must be displayed warning of the dangers of not washing hands after touching animals. Eating and drinking should not be permitted in areas where animal contact takes place.

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

### Sub-contractors (services) condition

If **you** appoint any sub-contractor (other than an **employed person**) to carry out **services** at the **premises** or site of a customer, **you** must take reasonable steps to obtain confirmation from the sub-contractor, prior to starting work, that they have Public Liability insurance in force throughout the period of their involvement.

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

# Section 5 - Environmental liabilities

## Contents of this section

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Section 5 of the policy is written on a “claims made and reported” basis. It requires that a claim is made against **you** during the **period of insurance** and reported to **us** during the same **period of insurance** or within 30 days of the expiry date of the **policy**. Section 5 also requires that **you** notify **us** of any emergency measures carried out by **you** that give rise to **emergency costs** as soon as possible. Section 5 may also have other provisions that are different from other policies **you** have purchased. Please read this section carefully.

**Your** schedule will show if this section is covered.

## Meanings of defined terms

These meanings apply within **your** Environmental liabilities section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5.

### Above ground storage tank(s)

Any stationary container or vessel, including associated piping connected to it, which has a capacity of 5,000 litres or more and is less than 10% beneath the surface of the ground.

### Agricultural contracting

The provision of services by **you** or on **your** behalf for the production of crops and livestock, agricultural engineering work, agricultural haulage or agricultural produce storage.

### Agriculture

- 1 dairy farming;
- 2 the production of any consumable produce which is grown for sale or for consumption, or other use for the purposes of a trade or business or of any other undertaking (whether carried out for profit or not);
- 3 the use of land as grazing meadow or pasture land or osier land or woodland or for market gardens or nursery;
- 4 **agricultural contracting**; or

## Section 5 – Environmental liabilities *continued*

- 5 the following specified associated activities:
- a leisure activities – camping, caravan, bed and breakfast;
  - b livestock activities – horse livery, cattery/ dog kennel, shooting, fishing;
  - c retail activities – farm shop, open farm; and
  - d property activities – letting of real property owned by **you** for residential, commercial or retail use.

For the avoidance of doubt, **agriculture** does not include any **excluded activities**.

### Appointed loss adjustor

The company appointed by **us**, whose authority is strictly limited to the authority specified in the Pollution response extension section of this Section 5.

The 24-hour hotline for the Pollution response extension is **0203 597 7509**.

For the avoidance of doubt, the **appointed loss adjustor** is not **our** agent for any other activity including but not limited to **pollution response** and/or the recommendation of any consultant(s) or contractor(s) to **you**.

### Bodily injury

Death, bodily injury, illness or disease.

### Claim/claims

A demand, notice or assertion of a legal right alleging liability or responsibility on **your** part and includes any legal proceedings against **you** arising out of any **pollution condition** or **natural resource damage**.

### Clean up costs

Costs:

- 1 to investigate, assess, remove, dispose of, treat, abate, remediate, contain, neutralise or monitor any **pollution condition** provided that payment of such costs is required by law enacted to impose liability for a **pollution condition**, and

- 2 to carry out any preventive measures, emergency remedial actions or remedial measures as specified in the **environmental liability directive**,

provided that such costs have been incurred by:

- a **you** or on **your** behalf; or
- b a governmental authority acting under authority of a law enacted to impose liability for a **pollution condition** or the **environmental liability directive**.

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

**Clean up costs** also include **emergency costs** with the exception of **emergency costs for illegal waste**.

### Emergency costs

Reasonable and necessary expenses for emergency measures carried out by **you** at **your** sole initiative without the prior approval of the **appointed loss adjustor** where **you** have no choice but to carry out such measures because any delay by **you** in immediately carrying them out could result in a **pollution condition** or **natural resource damage** or a significant increase in the costs of dealing with a **claim**.

The maximum indemnity limit for **emergency costs** is £50,000.

**Emergency costs** do not include **pollution response costs** or any costs that involve or are otherwise based upon or arise out of **illegal waste**.

### Environmental legal expense

Reasonable and necessary legal fees, fees paid to technical or other experts, costs, charges and expenses in the investigation, adjustment or defence of a **claim** provided such fees, costs, charges and expenses are incurred with **our**

## Section 5 – Environmental liabilities *continued*

prior written approval, which approval will not be unreasonably withheld or delayed.

**Environmental legal expense** does not include

- 1 time and expense **you** incur
- 2 salaries of employees in assisting in the investigation or resolution of a **claim**
- 3 fees and expenses of lawyers or other experts **you** retain.

### Environmental liability directive

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

### Excluded activities

any of the following carried out by **you** or **your** tenant

- 1 any activities falling outside of the definition of **agriculture** or **agricultural contracting**;
- 2 any activity including but not limited to intensive farming that requires a permit or an exemption under the Environmental Permitting (England and Wales) Regulations 2016, as may be amended or re-enacted from time to time, or equivalent legislation in Scotland or Northern Ireland, with the sole exception of waste exemption T23 for aerobic composting and associated prior treatment (or an equivalent exemption in Scotland or Northern Ireland);
- 3 collection, storage, transportation, spreading or spraying of human waste;
- 4 crop spraying undertaken by any person not holding the appropriate certification;
- 5 non-recreational fish farming;
- 6 for **agricultural contracting** only, the spraying of pesticides, herbicides, insecticides, and fungicides;
- 7 any waste collection, storage, transfer, treatment, incineration, landfilling and/or disposal that is not associated with **agriculture** and/or is unlawful; or
- 8 waste water treatment.

### Genetically modified organism

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

### Illegal waste

**Pollutants** or any drums, tanks or similar containers holding, or that have held, **pollutants** that have been abandoned in, on or at **your premises** by anyone other than **you**, and without **your** knowledge or consent.

### Loss

- 1 accidental **bodily injury** to any person
- 2 accidental **property damage**

occurring during the **period of insurance** in the **policy territories** and caused in connection with **agriculture** or arising out of any **agricultural contracting**, or arising during **transportation**.

### Natural resource damage

Physical injury to, including the destruction of, protected species and natural habitats, water and land as specified in the **environmental liability directive**.

### Pollutants

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

### Pollution condition

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

### Products supplied

- 1 products including containers packaging or instructions sold or supplied
- 2 work or services undertaken including goods or materials used by **you** or on **your** behalf in the course of the **business**.

### Property damage

Physical injury to or destruction of tangible property, including the resulting loss of use thereof, and including the personal property of third parties, or loss of use of such property that has not been physically injured or destroyed provided that such physical injury or destruction of tangible property or loss of use is caused by a **pollution condition** or **natural resource damage**.

**Property damage** does not include **clean up costs** or **emergency costs**.

### Retroactive date

- 1 The effective date of the Environmental liabilities section shown in **your** schedule or
- 2 the date from which a previous insurance was effected and continuously maintained in force up to the date specified in **1** above in respect of **loss**, **clean up costs**, **emergency costs** and all other **costs** which would have been covered by the Environmental liabilities section had it been in force from such date. It will be **your** responsibility to prove the date that the previous insurance was effected, its appropriate scope and that it was continuously maintained in force.

### Slurry lagoon

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

### Terrorism

Terrorism means the commission or threat of:

- 1 an act of force or violence; or
- 2 an act otherwise dangerous to any person, property, animals or the environment, including but not limited to the use of or the discharge, dispersal, release, seepage, migration or escape of any **pollutants** into or upon land or structures thereupon, the atmosphere, or any watercourse or body of water or groundwater; or
- 3 an act which disrupts or interferes with any public or private system including but not limited to communication, electronic, information, mechanical, delivery or **transportation**, where the stated or implied purpose or effect of any such act or threat is to cause chaos; to intimidate, coerce or disrupt a government, the military or civilian population or any portion thereof, or any segment of business, industry or the economy; to further political, ideological, religious, social or economic objectives; or to express (or express opposition to) a philosophy or ideology.

### Transportation

The carriage including loading and unloading of property **you** own on public or private roads within the United Kingdom by **you** or employees who are engaged in the business of transporting such property and only when the carriage including loading and unloading of property is in connection with **agriculture**.

### Underground storage tank(s)

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

✓ **What is covered**

**A** We will cover **you** against any sums that **you** are legally liable to pay for **loss** and **clean up costs** resulting from:

- 1 a **pollution condition** or **natural resource damage**
  - a in, on, at, under, or emanating from a **premises** arising in connection with **agriculture** carried out by **you** at a **premises**,
  - b arising out of any **agricultural contracting**, or
  - c arising during **transportation**, and
- 2 **environmental legal expense** connected with any such **loss** or **clean up costs**,

provided that:

We will only provide cover if:

- 1 the **pollution condition** or **natural resource damage** commences on or after the **retroactive date** and results in a **claim**;
- 2 the **claim** is first made against **you** on or after the **retroactive date** and results in a **claim**;
- 3 the **claim** is first made against **you** during the **period of insurance**; and
- 4 **you** notify **us** of the **claim** in writing during the **period of insurance** or within 30 days of the expiry date of this section of the **policy**.

**B** We will also indemnify **you** for **emergency costs** resulting from a **pollution condition** or **natural resource damage** as specified in Section **A.1 a** to **c** above provided **you** notify **us** as soon as possible of the emergency measures carried out by **you** that give rise to such **emergency costs**.

**Limit of indemnity**

**Our** liability for all sums that **you** are legally liable to pay including any costs payable, under this Section 5, shall not exceed the amount stated as the Limit of indemnity shown under the Environmental liabilities section on **your** schedule.

**Pollution response extension**

We will also pay **you** for

- 1 **pollution response** costs, and
- 2 the reasonable and necessary expenses for emergency measures carried out by **you** at the specific recommendation of the appointed loss adjustor because any delay by **you** in immediately carrying out such measures could result in a **pollution condition** or **natural resource damage** or a significant increase in the costs of dealing with a **claim**.

**Pollution response costs**

Fees incurred by **you** for **your** appointment of the **appointed loss adjustor** to assist **you** in responding to a **pollution condition** or **natural resource damage** for which **you** may be, or are, legally liable for **clean up costs** arising from **agriculture** at a **premises**, or arising from **agricultural contracting** or **transportation**.

**Pollution response costs** do not include **clean up costs** or **emergency costs** whether or not such **clean up costs** or **emergency costs** are incurred by **you** pursuant to the recommendation of a consultant, contractor or any other person by the **appointed loss adjustor**.

We agree that if **you** incur **pollution response costs**, **you** shall not be required to seek prior approval from **us**.

If **we** conclude that **you** are not covered for **loss**, **clean up costs**, **emergency costs** and **environmental legal expense** under this Section 5, **our** liability for **pollution response costs** incurred by **you** shall cease immediately following the receipt by **you** of **our** written conclusion(s).

For the avoidance of doubt, **we** shall continue to be liable to **you** for the payment of **pollution response costs** prior to **your** receipt of **our** written conclusion(s) that **we** are not liable under this Section 5. **We** shall not, however, be liable for any other liability which **we** conclude is not covered by this Section 5 regardless of the time at which **we** make that conclusion.

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

Our payment of any **pollution response costs** does not constitute an acceptance of liability for **loss, clean up costs, emergency costs or environmental legal expense** under this **policy**.

## X What is not covered

### Above ground storage tank(s) exclusion

We will not cover **claims** based upon or arising out of any **pollution condition** or **natural resource damage** resulting from or related directly or indirectly to any **above ground storage tank** at a **premises** which at the time of the accidental event that caused the **pollution condition** or **natural resource damage** is:

- 1 not in full compliance with any and all applicable legislation concerning the storage of agricultural fuel oil, silage and/or slurry regarding its design, construction or location;
- 2 constructed prior to 1991; or
- 3 for fuels of hazardous chemicals not within secondary containment and/or has a capacity in excess of 15,000 litres.

### Capital improvement costs exclusion

We will not cover **claims** based upon or arising out of:

- 1 the replacement, repair, restoration, improvement or adding to, any equipment or facility, whose defectiveness or inefficiency gives rise to any **pollution condition** or **natural resource damage**, or breach of any law, permit, notice, order or other written instruction from any governmental authority or representative; or

- 2 any **pollution condition** or **natural resource damage** arising out of a deliberate act or omission, wilful misconduct or gross negligence on **your** part with regard to the maintenance, replacement, repair, restoration, monitoring or improvement of any equipment or facility.

### Contractual liability exclusion

We will not cover **claims** based upon or arising out of **your** assumption of liability in a written agreement or a breach of an agreement to which **you** are a party. This exclusion does not apply to liability that **you** would have in the absence of the agreement.

### Employer's liability exclusion

We will not cover **claims** based upon or arising out of injury to any employee.

### Excluded activities exclusion

We will not cover **claims** based upon or arising out of any **excluded activities**.

### Fines and penalties exclusion

We will not cover **claims** to pay criminal, civil or administrative fines, penalties, exemplary or aggravated damages.

### Genetically modified organism exclusion

We will not cover **claims** involving any **genetically modified organism**.

### Hostile Acts and Terrorism exclusion

We will not cover **claims** based upon or arising out of any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (including but not limited to **terrorism**, and whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot, or civil commotion.

### Intentional non-compliance exclusion

We will not cover **claims** based upon or arising out of any **pollution condition** or **natural resource damage** that results from **your** intentional disregard of, or the deliberate, wilful or dishonest non-compliance by **you** with any law, permit, notice, order or other written instruction from any governmental authority or representative or the **environmental liability directive**.

### Lead-based paint, lead pipes and asbestos in buildings, fixtures and structures exclusion

We will not cover **claims** based upon or arising out of the existence, removal or abatement of any of the following:

- 1 lead-based paint in, on or applied to any fixture, building or other structure, or pipes containing lead or painted with lead-based paint; or
- 2 asbestos in any form, including but not limited to products containing asbestos, asbestos fibres, asbestos dust, and asbestos containing materials in, on or applied to any fixture, building or other structure.

This exclusion does not apply to **clean up costs** with respect to soil, groundwater and surface water.

### Material change in use or operations exclusion

We will not cover **claims** based upon or arising out of a material change in the use of any **premises** from that set forth by **you** in the application or other supplemental materials submitted to **us** as of the **retroactive date** and/or prior to the inception date of this **policy**.

### New pollution conditions or natural resource damage at divested property exclusion

We will not cover **claims** based upon or arising out of any **pollution condition** or **natural resource damage** at, or migrating from any **premises** where the **pollution condition**

or **natural resource damage** commenced subsequent to the time such **premises** was sold, given away, or abandoned by **you**, or divested involuntarily.

### Owned property exclusion

With respect to **property damage** only, **we** will not cover **claims** for damage to any property that is owned, leased or permanently operated from or by **you** or in the care, custody or control of **you** or **your** employee even if damage to such property is incurred to avoid or mitigate **loss**, **clean up costs** or **emergency costs** or to respond in any way to any **pollution condition** or **natural resource damage**.

### Prior condition(s) exclusion

We will not cover **claims** based upon or arising out of any **pollution condition** or **natural resource damage** that started prior to the **retroactive date**.

Where **premises** are added to **your** schedule after the **retroactive date**, the indemnity will only apply to a **pollution condition** or **natural resource damage** relating to such **premises** that started on or after the date on which the **premises** were added.

Where an indemnity in respect of **agricultural contracting** is accepted by **us** in writing after the **retroactive date**, the indemnity will only apply to a **pollution condition** or **natural resource damage** relating to **agricultural contracting** that started on or after the date accepted by **us**.

### Products liability exclusion

We will not cover **claims** based upon or arising out of any **products supplied** or any goods, materials or products, including their containers, manufactured, sold, handled, distributed, supplied, altered or repaired by **you** or on **your** behalf. This includes reliance upon a representation or warranty made at any time with respect to goods, materials or products, but only if the **pollution condition** or **natural resource damage** occurs away from a **premises** or once such goods, materials or products are no longer in **your** custody or control.

### Sheep dips exclusion

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

### Slurry lagoons exclusion

We will not cover **claims** based upon or arising out of any **pollution condition** or **natural resource damage** resulting from or related directly or indirectly to any **slurry lagoon** at any **premises** which at the time of the **claim** is not designed, constructed, maintained and used in full compliance with all applicable legislation.

### Underground storage tank(s) exclusion

We will not cover **claims** based upon or arising out of the existence of any **underground storage tank** you were aware of at a **premises** at the **retroactive date**.

This exclusion does not apply to an **underground storage tank** which is:

- 1 an in-ground treatment process tank open to the atmosphere;
- 2 a flow through process tank, storm-water or waste water collection system, pit or septic tank; or
- 3 a storage tank situated in an underground area (such as a basement, cellar, mine shaft or tunnel) if the storage tank is situated upon or above the surface of the floor.

### Other insurance exclusion

We will not cover **claims** in circumstances where cover is provided (or would be provided but for breach of the terms of cover) under Public and product liability.

### Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a **claim**. However **you** will be covered and **we** will pay **your claim** if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

- 1 If more than one **claim** is made for the same or a related **pollution condition** or **natural resource damage** happening prior to the expiry date of this **policy** each of the **claims** shall:
  - a be deemed to have been made when the first of the **claims** was made in writing
  - b only be the subject of indemnity if they are first made against **you** within five years of the first **claim** and relate to a **pollution condition** or **natural resource damage**,

provided that any **periods of insurance** after the date of **claim** being made as above shall exclude indemnity in respect of any **claims** arising out of such **pollution condition** or **natural resource damage**.

- 2 In the event any **claim** is made against **you** for **loss** or **clean up costs**, **you** will give to the **appointed loss adjustor**, whether orally or in writing, notice of the particulars with respect to the time, place and circumstances thereof, along with the names and addresses of the injured and of available witnesses as soon as practicable. In the event of oral notice, **you** agree to furnish a written report to the **appointed loss adjustor** as soon as practicable.

## Section 5 – Environmental liabilities *continued*

**You** shall forward to the **appointed loss adjustor** every demand, notice, summons, order or other process including but not limited to written communications from a governmental authority received by **you** or **your** representative as soon as practicable.

No costs, charges or expenses will be incurred, nor payments made, obligations assumed or remediation, preventive measures or remedial measures commenced without **our** or the **appointed loss adjustor's** prior written consent which will not be unreasonably withheld or delayed. This provision does not apply to **emergency costs** incurred by **you**.

**We** shall have the right, in **our** sole discretion, to assume the conduct of the defence and settlement of any **claim**.

If other valid, collectible insurance with any other insurer is available to **you** covering **loss**, **clean up costs** and/or **emergency costs**, the cover afforded by this Section 5 shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this Section 5 subject to the terms, conditions, and limitations of such other insurance.

No costs, charges or expenses should be incurred, nor payments made, obligations assumed or remediation, preventive measures or remedial measures started without **our** or the **appointed loss adjustor's** prior written consent. This does not apply to **emergency costs** or **pollution response costs** incurred by **you**. **You** will notify the **appointed loss adjustor** as soon as possible after **your** initial response to the emergency that has resulted in any such **emergency costs** being incurred.

- 3** If other valid insurance with any other insurer is available to **you** covering **loss**, **clean up costs**, **emergency costs**, and/or **environmental legal expense**, the cover provided by this Section 5 shall be in excess of and shall not contribute with that other insurance. Nothing herein shall be construed to make this section subject to the terms, conditions, and limitations of such other insurance.

# Section 6 – Legal expenses

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Your schedule will show if this section is covered.

## Important information about this cover

### Legal advice

You can obtain telephone based legal advice on UK law by calling the AXA legal advice line on 0330 024 5346 quoting reference 'AXA Commercial'.

Advice can be sought on a wide range of areas of law, including employment, health and safety and tax. The advice is provided by barristers, solicitors and tax consultants and is confidential and impartial. In the interests of monitoring the quality of legal advice given, conversations may be recorded.

The AXA legal advice line is not empowered to give advice on the admissibility of any **claim** under the **policy**. If you wish to make a **claim** you must contact the **administrator's** claims department (please refer to the Notification of claims condition in this section).

### Legal expenses claims notifications

If you need to notify a possible claim you should complete the online claim form at <https://informationcentre@arclegal.co.uk>. Alternatively please call the claim line on 0330 024 8991.

### Employment disputes

Your attention is drawn to the fact that you must have sought and followed all advice from the AXA legal advice line as to the procedure to be adopted in connection with Employment disputes and you have received specific authorisation prior to taking action. Please refer to the Employment disputes cover under the heading 'What is covered'.

### Acts of Parliament

All Acts of Parliament referred to in this section will include any subsequent amendments, re-enactments or regulations and equivalent legislation enforceable within the **policy territories**.

### Meanings of defined terms

These meanings apply within **your** Legal protection section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meanings of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5.

### Administrator

Arc Legal Assistance Ltd administers and manages the legal expenses section of this **policy** on **our** behalf.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority under registration number 305958. This can be checked on the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on FCA consumer helpline (freephone) 0800 111 6768. Their registered business address is Arc Legal Assistance Ltd, The Gatehouse, Lodge Park, Lodge Lane, Colchester, Essex CO4 5NE.

### Any one claim

All **claims** as a result of the same original cause, event or circumstance. For a **claim** under Tax and VAT investigation cover, an **HMRC investigation** into a later year's self assessment return, where a previous year's self assessment return is still subject to an open enquiry, will be deemed as any one claim.

### Appointed representative

A consultant, solicitor, barrister or other appropriately qualified person appointed to act for the **insured persons** in accordance with the terms of this section.

### Awards of compensation

Basic and compensatory awards and compensation for unlawful discrimination made against **you** by an employment tribunal or settlement of them, subject to the consent of the **administrator** but not including Additional awards under the Employment Rights Act 1996, Protective awards under Trade Union and Labour Relations (Consolidation) Act 1992, Interim relief under the Employment Rights

Act 1996, arrears of pay or awards of damages under the Equal Pay Act, or arising out of failure to comply with awards for reinstatement or re-engagement.

### Claim

A claim under this section for **legal expenses, professional expenses, awards of compensation or jury service allowance**.

### Contracting party

A person, firm or company within the **policy territories** with whom **you** have a direct contractual relationship.

### Debt collection service

The debt collection service nominated by the **administrator**.

### Due date

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

### Employee

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

### Injury

Physical bodily injury or death.

### Insured persons

**You** and at **your** request, any of **your employees** including a director or partner, conditional on the same **appointed representative** acting for all. Where **you** are charged under the Corporate Manslaughter and Corporate Homicide Act 2007 **you** may not request any of **your employees** including director or partner to be included as an **insured person**.

### Inland Revenue investigations

- 1 Business self assessment full enquiry  
The investigation which takes place when an officer of HM Revenue & Customs (HMRC) makes a request to examine all of **your** business books and records and issues a formal notice under S9A or S12AC of the Taxes Management Act 1970 or under paragraph 24(1) Schedule 18 Finance Act 1998.

## Section 6 – Legal expenses *continued*

### 2 Employer compliance dispute

The enquiries which take place following an expression of dissatisfaction with **your** PAYE and/or National Insurance Contributions affairs, following an employer compliance visit by HMRC or following an expression of dissatisfaction with **your** P11Ds or P9Ds.

### 3 Business self assessment aspect enquiry

The enquiry which takes place when an officer of HMRC issues a formal notice under paragraph 24(1) Schedule 18 Finance Act 1998 or S9A or S12AC of the Taxes Management Act 1970 in order to make an aspect enquiry into certain boxes on **your** self assessment return.

## HMRC investigation

Inland Revenue investigations and VAT disputes.

## Jury service allowance

The amount of money **you** are liable to pay an **employee** for each day they attend on jury service, less any recovery from the court.

## Legal expenses

### 1 Fees

- a any professional fees, expenses and other disbursements reasonably incurred by the **appointed representative** with the consent of the **administrator**
- b any costs incurred by other parties where the **insured persons** have been held liable in court or tribunal proceedings to pay these costs or become liable to pay these costs under a settlement made with another party with the consent of the **administrator**, but excluding any costs which the **insured persons** may be ordered to pay by a court of criminal jurisdiction.

### 2 Witness attendance allowance

The amount of money per day **you** are liable to pay an **employee** each day they are required by the **appointed representative** to attend as a witness at a court or tribunal hearing. Indemnity is limited to £100 per day and a maximum of £1,000 in **any one claim**.

## Minimum sum in dispute

The amount specified in the schedule, which is the minimum sum in dispute between **you** and the **contracting party**, to which indemnity applies.

## Professional expenses

Any fees or expenses reasonably incurred by the **appointed representative** with the consent of the **administrator**, but excluding any tax or VAT, additional tax or VAT, interest or penalties demanded, assessed or required by the relevant authorities or other penalties imposed by a court of criminal jurisdiction.

## Property

Land and/or buildings owned or occupied by **you** or which **you** are legally responsible for.

## Statutory licence

A licence or certificate of registration issued under statute, statutory instrument or by a Government or local authority to **you**, provided that the licence or certificate is necessary to engage in **your business**.

## Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

## VAT disputes

The enquiries which take place following a written decision, assessment or statement of alleged arrears made by HMRC into **your** Value Added Tax (VAT) return and/or any related VAT default surcharges and misdeclaration penalties.

### ✓ What is covered

We will only cover the **insured persons** for **claims** where the dispute, legal proceedings and **HMRC investigation** are within the **policy territories**. This is a 'claims made' section of the **policy**. It only covers **claims** notified to the **administrator** during the **period of insurance**.

#### Contract disputes cover

We agree to cover **you** against **legal expenses** incurred in the pursuit or defence of any dispute or legal proceedings made by or brought against **you** in a contractual dispute with a **contracting party** over a contract for the sale of goods, the hire of goods or a contract for the supply of a service within the meaning of the Sale of Goods Act 1979, and/or the Supply of Goods and Services Act 1982 provided that

- 1 **legal expenses** incurred in the pursuit of any dispute or legal proceedings is limited to 75% of the amount in dispute
- 2 we will not be liable to provide indemnity unless the amount in dispute exceeds the **minimum sum in dispute**
- 3 where the contract is a construction contract as defined by the Housing Grants, Construction and Regeneration Act 1996, the construction operations are or are intended to be carried out by the **contracting party** on property owned by **you** and the contract is for the repair or renovation of the **property**
- 4 where the dispute relates to monies owed to **you** and liability is not contested and **you** refer the debt to the **debt collection service**, within 30 days of the **due date**; this will be paid for by **you** and not covered by **us**. If the **debt collection service** exhausts its normal recovery procedure and recommends to the **administrator** that legal proceedings are necessary, **you** must immediately notify a **claim** under this section.

#### Employment disputes cover

We agree to cover **you** against **legal expenses** and **awards of compensation** incurred by **you** in defending legal proceedings brought against **you** by an **employee**, ex-employee or prospective **employee** in respect of their

contract of employment with **you** or a breach of employment related legislation.

We have the right to refuse to pay **your claim** if **you** do not seek and follow all advice from the AXA legal advice line as to the procedure to be adopted and have received specific authorisation from the AXA legal advice line

- 1 prior to carrying out any disciplinary procedure, action or suspension of an **employee**
- 2 prior to dismissal of an **employee**
- 3 prior to notifying an **employee** of their intended retirement date or retiring an **employee**
- 4 prior to instituting a redundancy programme and prior to making an **employee** redundant
- 5 upon formal or informal notification of a grievance from an **employee** or ex-employee
- 6 upon formal or informal notification of a complaint relating to discrimination, victimisation or harassment because of age, disability, gender reassignment, marriage/civil partnership, pregnancy/maternity, race, religion or belief, sex or sexual orientation
- 7 prior to any adverse variation or proposed adverse variation of the terms and conditions of employment (including altering the hours, time or place worked, demotion or deduction from or reduction in an **employee's** remuneration)
- 8 immediately an **employee** walks out, with or without written notice
- 9 upon receipt of an appeal from an **employee** or ex-employee, against a decision taken as a result of a disciplinary or grievance procedure, retirement procedure or a decision to dismiss.

#### Criminal prosecution cover

We agree to cover the **insured persons** against **legal expenses** incurred in

- 1 defending a prosecution against the **insured persons** in a court of criminal jurisdiction
- 2 an appeal by the **insured persons** against the service of an Improvement or Prohibition Notice under the Health and Safety at Work Act 1974 or the Food Safety Act 1990.

### Property disputes cover

We agree to cover **you** against **legal expenses** incurred in any dispute or legal proceedings made by or brought against **you**

- 1 over the physical possession of the **property**, provided that all statutory and contractual notices have been correctly served by **you**
- 2 over the terms of a tenancy agreement between **you** and a **contracting party** relating to the use or maintenance of the **property** including dilapidations
- 3 over the actual or alleged negligence, damage or nuisance to the **property** other than with a tenant, provided that **you** will suffer financial loss if **you** fail to pursue or defend the dispute or legal proceedings.

### Data protection cover

We agree to cover **you** against **legal expenses** incurred in an appeal by **you**, against a refusal of an application for registration or alteration of registered particulars, or an appeal against an Enforcement, Deregistration or Transfer Prohibition Notice.

### Tax protection cover

#### 1 Inland Revenue investigations

We agree to cover **you** against **professional expenses** incurred in representing **you** at an **Inland Revenue investigation**, including representation at a First-Tier tribunal Upper Tribunal and at an appeal against a decision following such tribunal, provided that there is a reasonable prospect of reducing the liabilities alleged by HMRC.

#### 2 VAT disputes

We agree to cover **you** against **professional expenses** incurred in representing **you** in a **VAT dispute** for the local review procedure in order to reach agreement with HMRC, a First-Tier Upper Tribunal of VAT tribunal, including an appeal, provided that there is a reasonable prospect of reducing the liabilities alleged by HMRC.

### Statutory licence cover

We agree to cover **you** against **legal expenses** incurred in an appeal by **you**, against the suspension, revocation, imposed alteration of or refusal to renew a **statutory licence**.

### Personal injury cover

We agree to cover the **insured persons** against **legal expenses** incurred in the pursuit of any dispute or legal proceedings for **injury** to the **insured persons**.

### Jury service allowance cover

We agree to cover **you** against **jury service allowance** with the amount being limited to £100 per day and a maximum of £1,000 in **any one claim**.

### Limits of indemnity

Our maximum liability under this **section** is limited to the amounts specified in the schedule for **a** and **b** below

- a **any one claim**
- b all **claims** notified during the **period of insurance**.

### X What is not covered – A

#### Contract dispute exclusion

We will not cover **you** for **claims** arising out of or in connection with

- 1 contracts that provide or arrange credit, insurance, securities or guarantees
- 2 contracts where **your** liability or right of recovery is incurred through **your** agent or by assignment
- 3 franchise contracts
- 4 contracts governed by or alleged to be governed by the Consumer Credit Act 1974
- 5 contracts of employment
- 6 contracts for the use of **property**.

### Criminal prosecution exclusion

We will not cover the **insured persons** for **claims** arising out of or in connection with

- 1 any prosecution relating to or arising from investigations by HMRC
- 2 any prosecution for offences against the person, including offences of a sexual nature, other than charges under the Corporate Manslaughter and Corporate Homicide Act 2007
- 3 any prosecution for criminal damage
- 4 any prosecution alleging dishonesty
- 5 any prosecution for non-endorsable road traffic offences, except tachograph prosecutions and weight prosecutions
- 6 an allegation of speeding or driving whilst under the influence of alcohol and/or drugs
- 7 failure to insure a motor vehicle as required by law.

### Employment dispute exclusion

We will not cover **you** for

- 1 any fine, award or damages incurred by deliberately avoiding a payment or liability under statutory requirements
- 2 any redundancy payment or any money due or properly payable, arising under or from a contract of employment, service agreement or related document or from any related, implied or incorporated terms of a contract of service.

### Excess and coinsurance

The **excess** will be payable by **you** for **any one claim**.

The increased **excess** shown in the schedule is the amount that **you** must pay for **legal expenses, professional expenses** and/or **awards of compensation** for **any one claim**, before **we** become liable to pay if **you** instruct an alternative **appointed representative** to the one chosen by the **administrator**.

The co-insurance shown in the schedule is the amount that **you** must pay for **any one claim** for **your** own account, expressed as a percentage of **legal expenses, professional expenses** and/or

**awards of compensation** incurred over and above any **excess** or increased **excess** shown in the schedule.

### Property disputes exclusion

We will not cover **you** for any **claim** arising out of or in connection with

- 1 the payment or non payment or review of any tax, rent or service charge
- 2 a dispute relating to planning or building regulations, decisions, compulsory purchase orders or any actual, planned or proposed works by or under the order of any government, public or local authority
- 3 any dispute arising from the negotiation, review or renewal of a tenancy agreement or the subsequent purchase of the **property** whether or not the purchase is completed
- 4 any dispute where **you** have failed to maintain in full force and effect during the tenancy agreement, buildings insurance covering the standard range of perils if **you** were contractually obligated to have insurance in force
- 5 a dispute over subsidence or heave however caused
- 6 a contract dispute, other than where the contract is a tenancy agreement with a **contracting party**.

### Tax protection exclusion

We will not cover **you** for

- 1 technical or routine treatment of matters not connected with or under an expression of dissatisfaction with **your** affairs
- 2 the defence of any criminal prosecution
- 3 taxation proceedings which arise out of negligent misstatements or omissions made by **you** or on **your** behalf in respect of returns or accounts or where there has been a lack of reasonable care in the keeping of business books and records
- 4 any **HMRC Investigation** which results solely from investigation of earlier accounts or records

## Section 6 – Legal expenses *continued*

- 5 any **claim** where the Tax Return is submitted outside the statutory time limits and/or in a penalty position
- 6 the preparation and/or correction of Self Assessment Returns, Accounts, Income Tax Returns, P11Ds, P35s, VAT returns or any other statutory returns
- 7 any enquiry under Public Notice 160 or Section 60 of the VAT Act 1994 or matters handled by HMRC Specialist Investigations Civil Investigations or Fraud and Criminal Investigations Sections. Also Code of Practice 8 and 9 cases
- 8 an enquiry in to the validity of a claim for Working Families Tax Credit or a dispute concerning the payment of the Working Families Tax Credit by an employer
- 9 any dispute in connection with the payment of the National Minimum Wage
- 10 a dispute or enquiry in respect of IR35 legislation
- 11 any **claim** made where a Return submitted at the final filing date contains provisional figures for all of the trading income and expenditure items
- 12 an investigation under a voluntary disclosure made to the HMRC for omitted tax, National Insurance Contributions or VAT liabilities which become due as a result of **your** deliberate act
- 13 an investigation by HMRC into a tax planning arrangement, where the Anti Avoidance Intelligence Unit of HMRC has allocated a number for inclusion on the relevant Self Assessment Return.

### Statutory licence exclusion

**We** will not cover **you** for any **claim** arising out of or in connection with

- 1 any disciplinary or internal procedures conducted by authorities charged with **your** regulation in the performance of **your business** or for any appeal following these procedures
- 2 an alteration or refusal to renew a **statutory licence** which is imposed by an Act of Parliament

- 3 any costs incurred to comply with a notice or order.

### X What is not covered – B

The following exclusions apply to all or any parts of the cover under this 2section.

**We** will not cover the **insured persons** for

- 1 defending civil legal proceedings arising from
  - a **injury** or disease including psychiatric injury and stress
  - b loss of, destruction or damage to property
  - c alleged breach of any professional duty
  - d any tortious liability (other than as specified in property disputes)
- 2 any dispute, legal proceedings or **HMRC Investigation** made, brought or started outside the **policy territories**
- 3 **legal expenses** or **professional expenses** incurred without the prior written consent of the **administrator** or in excess of the **administrator's** consent
- 4 **awards of compensation** where the **administrator's** consent to incur legal expenses has not been granted or has been withdrawn
- 5 any **claim** relating to or arising from any cause, event or circumstance occurring prior to or existing at the start of this section, and which has or which **you** knew or ought reasonably to have known, may give rise to a dispute, legal proceedings or **HMRC Investigation** by or against **you**
- 6 fines or other penalties imposed by a court or tribunal
- 7 any dispute, legal proceedings or **HMRC Investigation** for which **you** are, or would be but for the existence of this **policy**, entitled to indemnity under any insurance policy whether a legal expenses insurance or not, or under a legal aid certificate or representation order

- 8 any **claim** arising out of the **insured persons'** deliberate, conscious, intentional or negligent disregard of the need to take all reasonable steps to avoid and prevent **claims**, disputes, legal proceedings or **HMRC Investigations**
- 9 any dispute or legal proceedings with Government or Local Authority departments concerning the imposition of statutory charges
- 10 disputes or legal proceedings between **you** or with any parent company, subsidiary company or associated company or partner
- 11 any dispute between the **insured persons** and the **administrator, us**, the **appointed representative** or **your** insurance broker
- 12
  - a any dispute or legal proceedings arising out of breach or alleged breach of confidentiality or passing off, whether related to intellectual property or not
  - b any dispute or legal proceedings arising out of the ownership or existence of any intellectual property rights
- 13 any dispute or legal proceedings arising out of or in connection with actual or alleged defamation or false statement
- 14 any **legal expenses** or **professional expenses** incurred in respect of or in connection with a judicial review
- 15 appeals arising out of legal proceedings or **HMRC Investigations** where the **administrator's** consent has not been granted
- 16 any **claim**, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by any kind of seepage, pollution or contamination
- 17 any **legal expenses** or **professional expenses** which the **insured persons** should or would have had to incur irrespective of any dispute
- 18 any dispute or legal proceedings arising out of or in connection with a **terrorist act**.

### Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions (including any special conditions where applicable) to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a **claim**. However **you** will be covered and **we** will pay **your claim** if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

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

### Arbitration condition

Any dispute between **us** and the **insured persons** may be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties, or failing agreement one who is nominated by the President of the appropriate Law Society or by the Bar Council or appropriate professional body within England and Wales. The apportionment of the costs of arbitration will be determined by the arbitrator.

### Due observance condition

The **insured persons** must act with due diligence and at all times, act and comply with all the terms, conditions and provisions under this **policy**.

### Reasonable precautions condition

The **insured persons** must take all reasonable precautions to avoid and prevent **claims**, **HMRC Investigations**, legal proceedings and disputes. The **insured persons** must use every endeavour and take all reasonable measures to minimise the cost and effect of any **claim**.

### Your insolvency or liquidation condition

If **you** become insolvent or are placed in liquidation, receivership, administration, bankruptcy or enter into a voluntary arrangement or deed of arrangement, or if any application is made to the court or meeting convened for that purpose, **we** have the right to immediately cease to provide indemnity for **legal expenses**, **professional expenses** and **awards of compensation** even if the **administrator** may have previously granted consent.

### Special conditions

#### Undisputed debts condition

An undisputed debt must be referred to the **debt collection service** within 30 days after the date the invoice was due for payment. The **debt collection service** is provided by a debt collection organisation which is not part of the **administrator**, but it can be accessed by telephoning the AXA legal advice line and asking to be transferred.

The use of the **debt collection service** is at **your** own cost. The fee charged by the **debt collection service** is a percentage of the amount of the debt recovered from the debtor. The **policy** does not cover this fee.

If the **debt collection service** recommends legal proceedings against the debtor to recover the debt, **you** must immediately submit a **claim** under the Contract disputes section. **You** should contact the **administrator's** claims department for a **claim** form.

If at any time an undisputed debt referred to the **debt collection service** becomes disputed, **you** must contact the **administrator's** claims department.

### Claims conditions

#### Administrator's consent condition

**You** must obtain the **administrator's** consent in writing to incur **legal expenses** or **professional expenses**. This consent will be given by the **administrator** on **our** behalf, if the **insured persons** can satisfy the **administrator** that

- 1 it is reasonable to incur **legal expenses** or **professional expenses** considering the

amount of the remedy claimed compared to the **legal expenses** or **professional expenses** to be incurred and

- 2
  - a where the **insured persons** are pursuing, there are reasonable prospects of proving the other party's legal liability and of recovering the damages claimed or other legal remedy sought or
  - b where the **insured persons** are defending, the other party does not have reasonable prospects of proving the **insured persons'** legal liability or
  - c for a criminal prosecution and where the **insured persons** plead guilty, there is a reasonable prospect of a significant mitigation of the **insured persons'** sentence or fine.

If during the course of a **claim** the **insured persons** cease to satisfy the **administrator** in respect of **a** or **b** above, indemnity will be withdrawn in respect of **legal expenses** and **professional expenses** and **awards of compensation**. The decision to grant consent or to withhold it will be taken on receipt of

- 1 a fully completed **claim** form
- 2 the information and documentation the **administrator** reasonably requests
- 3 a legal opinion from the **appointed representative** as to **1** and **2** above
- 4 any advice the **administrator** deems necessary to take.

With the **insured persons'** agreement, the **administrator** may provide assistance in settling disputes, these costs will be covered under this section subject to payment of the **excess** or increased **excess** within the limits of **our** liability.

At its discretion, the **administrator** may require the **insured persons** to obtain an opinion from Counsel at the **insured persons'** expense, as to the merits of the subject matter of the **claim**. This opinion will cover the same issues that the **administrator** has in assessing the merits of any legal action. If based upon such opinion the **administrator** is satisfied in respect of **a** and **b** above, the **legal expenses** and **professional expenses** in obtaining that opinion, will be paid by **us** within the limits of **our** liability.

## Section 6 – Legal expenses *continued*

In granting **our** consent, **we** agree to provide the **insured persons** indemnity subject to the terms and conditions of this section, but the consent does not imply that all **legal expenses** or **professional expenses** or **awards of compensation** will be paid. In particular legal expenses or professional expenses beyond the immediate scope of the **claim** will be deemed by **us** to fall outside the indemnity provided by this section.

The **administrator** reserves the right to limit its consent by time and/or financial amount of **legal expenses** or **professional expenses** and or stage of proceedings, to allow for a review of their continued consent.

If after consent has been granted it is shown that the **claim** has not been brought within the terms and conditions of this section, **we** have the right to immediately cease to provide indemnity for **legal expenses**, **professional expenses** and **awards of compensation** even if the **administrator** may have previously granted consent. **We** will be entitled to recover any **legal expenses**, **professional expenses**, **awards of compensation** and **jury service allowance** previously paid.

If the **insured persons** elect to proceed with the pursuit or defence of a dispute or legal proceedings where the **administrator's** consent has been refused through lack of reasonable prospects, as required in **2a** and **b** above, and the **insured persons** are successful in the pursuit or defence, **we** will pay **legal expenses** or **professional expenses** incurred after the consent had been refused, subject to the terms of this section.

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

### Appeal procedure condition

If, following legal proceedings to which the **administrator** has consented, the **insured persons** wish to appeal against the judgment or decision of a court or tribunal, the grounds for the appeal must be submitted to the **administrator** through the **appointed representative** immediately or as soon as practical, so that the **administrator** may consider whether to consent to further action.

If an appeal is lodged against a judgment or decision of a court or tribunal made in the **insured persons'** favour following legal proceedings where the **administrator** has consented, the **insured persons** must notify the **administrator** as soon as possible in order that cover continues. The **administrator** will inform the **appointed representative** of its decision and the **insured persons** must co-operate in an appeal against the judgment or decision of a court or tribunal.

### Disclosure condition

It is a condition of cover that

- a the **insured persons** must give the **appointed representative** and the **administrator** all necessary help and information, including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the **insured persons'** possession. The **insured persons** must provide, obtain or provide all documents as necessary and attend meetings or conferences as requested
- b the **administrator** is entitled to receive from the **appointed representative** and the **insured persons** any information, document or advice in connection with any **claim** and the subject matter of any **claim** even if privileged. In addition, the **insured persons** must instruct the **appointed representative** to provide the **administrator** with regular updates on the progress of the subject matter of any **claim** and inform the **administrator** as soon as possible if and when any circumstance adversely impacts the factors taken into account in granting the **administrator's** consent. On request, the **insured persons** will give to the **appointed representative** any instructions necessary to secure the required access.

Indemnity may be withdrawn if the **insured persons** fail to co-operate at all times or within a reasonable time, with the **administrator's** or the **appointed representative's** requests.

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

### Instruction and choice of appointed representative and Counsel condition

The **administrator** will choose an **appointed representative** to act on the **insured persons'** behalf in any **claim** under Employment dispute cover or Tax protection cover.

Where recourse is necessary to a lawyer and there are enquiries or proceedings, the **insured persons** are free to choose an **appointed representative** to act in the name of and on behalf of the **insured persons** in any enquiry or legal proceedings where the **administrator** has consented, subject to the increased **excess**.

The name and address of the **appointed representative you** propose to instruct must be notified to the **administrator** in writing. The **administrator** will accept the nomination provided they are satisfied the proposed **appointed representative** will co-operate and enable **you** to comply with the terms and conditions of this **section** and provided the proposed **appointed representative's** charging rates are fair and reasonable for the particular legal proceedings.

In all other **claims** the **administrator** will choose the **appointed representative** subject to the **excess** unless there is a conflict of interest between the **insured persons** and the administrator when **you** are free to choose an **appointed representative** to act in the name and on behalf of the **insured persons** in any **claim** to which the **administrator** has consented.

A dispute arising from **your** choice may be referred to arbitration in accordance with the Arbitration condition.

The **insured persons** must not, without the written consent of the **administrator**, enter into any agreement with the **appointed representative** as to the basis of calculation of **legal expenses**.

In selecting the **appointed representative** the **insured persons** have a duty to minimise the cost of any **claim**.

In all cases the **appointed representative** will be appointed in the name of and on behalf of the **insured persons**. If in the course of any **claim** the **appointed representative** wishes to

instruct Counsel or an expert, their name and an explanation of the necessity for the instruction must be submitted to the **administrator** for consent to the proposed instruction, which will not be unreasonably withheld.

### Notification of claims condition

**You** must notify the **administrator** in writing during the **period of insurance** as soon as the **insured persons** are aware of any cause, event or circumstance which has given or may give rise to a **claim**, dispute, legal proceedings or **HMRC investigation** involving the **insured persons**. Where notification has been given, **we** agree to treat any subsequent **claim** for the cause, event or circumstance notified as though the **claim** had been notified during the **period of insurance**.

All notices and communications from **us** or **our** representatives to **you**, will be sent to **your** address that was last declared to the **administrator** or, in relation to any matters arising out of any **claim**, if sent to the **appointed representative**.

All notices and communications from the **insured persons** or the **appointed representative** to **us** will be sent to the **administrator**.

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

### Offer of settlement condition

The **insured persons** must inform the **administrator** in writing as soon as an offer to settle is received and/or the **insured persons** propose to make an offer of settlement. In any settlement, the **insured persons** must consider the **legal expenses**, **professional expenses** or **awards of compensation** incurred or likely to be incurred and their recovery.

No indemnity will be provided if the **insured persons** enter into any agreement to settle, without the prior written consent of the **administrator** (consent not to be unreasonably withheld) and **we** will be entitled to recover any **legal expenses** or **professional expenses** or **awards of compensation** previously paid. If the **insured persons** unreasonably reject an offer of settlement, which the **administrator**

## Section 6 – Legal expenses *continued*

recommends acceptance of or makes an offer which the **administrator** does not agree with, no further indemnity will be provided.

**We** may at **our** absolute discretion decide to pay the **insured persons** the amount of damages that the **insured persons** are claiming or are being claimed against the **insured persons**, instead of indemnifying the **insured persons** for **legal expenses, professional expenses** or **awards of compensation**. Where **we** exercise this discretion **we** will cease to be liable for any further **legal expenses, professional expenses** or **awards of compensation**. **We** may also require the **insured persons** to make an offer to pay an **award of compensation** to an **employee** or ex-employee or prospective **employee** provided **we** agree to pay the **award of compensation**. If the **insured persons** fails to make that offer **we** will cease to be liable for any further **legal expenses** or **awards of compensation**.

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

### Payment of legal expenses, professional expenses and awards of Compensation condition

All bills for **legal expenses** or **professional expenses** which the **insured persons** receive from the **appointed representative** should be forwarded to the **administrator** without delay. If the **administrator** requests, the **insured persons** must ask the **appointed representative** to submit the bill of costs for assessment or certification by the appropriate Law Society, court or tribunal. The **insured persons** are responsible for payment of all **legal expenses** or **professional expenses** or **awards of compensation**. **We** may settle these direct if requested to do so by the **insured persons**. The payment of some **legal expenses** or **professional expenses** does not imply that all **legal expenses** or **professional expenses** or **awards of compensation** will be paid.

### Recovery of costs condition

Whenever the **insured persons** are awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to **us**. The **insured persons** and the **insured persons' appointed representative** must make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement or where costs are awarded but not recovered, the **insured persons** agree that a fair and reasonable proportion of that settlement will be deemed as costs and due to **us**. Where such a settlement is paid in instalments, all costs will be paid to **us** first.

### Value Added Tax condition

If **you** are registered for VAT, **we** will not pay the VAT element of any **legal expenses** or **professional expenses**.

# Section 7 - Home

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Your schedule will show if this section is covered.

## Meanings of defined terms

These meanings apply within **your** Home section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meanings of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5.

## Building(s)

The structure of the **home** including fixtures and fittings, fixed solar panels and the following if they form part of the property – oil and gas tanks, cesspits, permanent swimming pools, tennis hard courts, walls, gates, fences, hedges, terraces, patios, drives, paths, car ports, garages, greenhouses, **outbuilding(s)** and **caravans**.

## Caravans

Static caravans, touring caravans and mobile homes used solely for private purposes.

## Computer systems

Computer or other equipment or component or system or item which processes stores transmits or receives **data**.

## Credit cards

Bank charge, cheque, credit, debit and cash cards.

## Damage

Loss, destruction of or damage to the property insured by an Insured peril shown as operative under Parts A (Buildings), B (Contents) and loss, destruction or damage to property insured under Part C Personal possessions.

## Data

Any data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage

media, transaction gateways, user credentials, websites, or any information whatever.

### Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

### Domestic staff

Any person employed by **you** to carry out domestic duties in connection with the ownership or occupation of the **home**, but not any **home** that is let or sub let.

### Family

**Your** husband, wife, civil partner, children and any other person normally living with **you**.

### Flood

Damage caused by

- 1 the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam
- 2 inundation from the sea
- 3 inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building.

### Hacking

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

### Home

The private residence shown in **your** schedule including its garages and **outbuilding(s)** if they form part of the property.

### Household contents

Contents of the **home** which belong to **you** or **your family** provided that they are mostly used for private purposes or in connection with the accommodation of paying guests.

### Money

Current bank notes and coins, cheques, postal orders, unused postage stamps, savings stamps and certificates, premium bonds, luncheon and gift vouchers, season tickets, travel tickets, travellers' cheques and phone cards, all held for social, domestic or charitable purposes.

### Outbuilding(s)

**Building(s)** which do not form part of the structure of the main building of the **home** and are used or occupied for domestic purposes.

### Personal effects

Clothes and articles of a personal nature likely to be worn, used or carried and also portable radios, portable TVs, sports equipment, musical instruments and pedal cycles excluding **valuables** or **money**.

### Personal possessions

**Personal effects, valuables, money** and any other item specified in **your** schedule under this heading.

### Phishing

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

### Sum insured

The amount of cover for

- 1 Part A Buildings – the full cost of rebuilding the **building** in the same form, style and condition as new plus a reasonable amount for architects, surveyors and legal fees, debris removal costs and other costs to comply with any government or local authority requirements.
- 2 **Caravans** – the market value of the property insured.

- 3 Parts B (Contents) and C (Personal possessions) – the full cost of replacement as new, other than clothes, furs and household linen where **we** will deduct an amount for wear and tear.

### Terrorism

In England, Scotland and Wales: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

In Northern Ireland: An act including, but not limited to the use of force or violence and/or 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 including the intention to influence any government and/or put the public or any section of the public in fear.

In the Channel Islands and the Isle of Man: An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

### Unoccupied

Not lived in for more than 60 consecutive days, occupied by squatters or without sufficient furniture or furnishings for normal living purposes for more than 60 consecutive days.

### Valuables

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

### Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer**

**systems, data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

### ✓ What is covered

**We** will cover **you** for the value of the property at the time of its **damage**, or for the amount of **damage**, or at **our** option reinstate or replace the property or any part of it provided that **our** liability under this section does not exceed the total sum insured or limit of liability or for any item its **sum insured** at the time of **damage** (adjusted in accordance with the Inflation protection condition if applicable).

### Basis of claims settlement

**We** will cover **you** for **damage** to

- 1 the property insured under Part A (Buildings) by any of the Insured perils shown as covered in **your** schedule.

**We** may either

- a pay for rebuilding or repair, or
- b make a money payment instead

without any deduction for wear and tear and depreciation provided that the property insured is maintained in a good state of repair and the property is insured for the full rebuilding value.

If at the time of loss, the sum insured is not adequate to cover the full cost of rebuilding as stated above, **we** may reduce any payment for wear and tear.

- 2 The property insured under Part B (Contents) by any of the Insured perils shown as covered in **your** schedule. If it cannot be repaired **we** will pay the full cost of replacing the articles as new, except for articles of clothing, furs and household linen where **we** will deduct an amount for wear and tear and depreciation.
- 3 The property insured under Part C (Personal possessions). If it cannot be repaired **we** will pay the full cost of replacing the articles as new, except for articles of clothing, furs and

## Section 7 – Home *continued*

household linen where **we** will deduct an amount for wear and tear and depreciation.

- 4 Matching sets, suites, groups and collections.

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

### Insured perils

**Your** schedule will show which perils are covered.

**Damage** to the property insured caused by

- 1 Fire, smoke, explosion, lightning, subterranean fire, earthquake or impact by aircraft or other aerial devices or anything dropped from them, but not the **excess** stated on **your** schedule.
- 2 Riot, civil commotion, labour and political disturbances and strikes, but not the **excess** stated on **your** schedule.
- 3 Malicious **damage**, but **we** will not cover
  - a **damage** by a person lawfully in **your home**
  - b **damage** occurring when the **home** is **unoccupied**
  - c the **excess** stated on **your** schedule.
- 4 Impact by
  - a vehicles
  - b trains
  - c animals, but not **damage** caused by domestic pets
  - d falling trees or branches
  - e falling aerials or masts
  - f falling television satellite dishesbut not the **excess** stated on **your** schedule.

- 5 Storm excluding
  - a **damage** by **flood** whether resulting from storm or otherwise
  - b **damage** attributable solely to a change in the water table level
  - c **damage** by frost, subsidence, ground heave or landslip
  - d **damage** for movable property in the open, fences, gates and hedges
  - e the **excess** shown in **your** schedule for each and every loss for each separate **premises**.
- 6 **Flood** excluding
  - a **damage** attributable solely to a change in the water table level
  - b **damage** by frost, subsidence, ground heave or landslip
  - c **damage** to movable property in the open, fences, gates and hedges
  - d the **excess** shown in **your** schedule for each and every loss for each separate **premises**.
- 7 Subsidence or heave of the site on which the **home** stands or landslip, but **we** will not cover
  - a the **excess** stated on **your** schedule
  - b **damage** to outdoor swimming pools, tennis courts, paved terraces, walls, gates, fences, patios, paths and drives unless the main building of the **home** is damaged at the same time from the same cause
  - c **damage** to solid floor slabs or **damage** resulting from their movement, unless the foundations beneath the outside walls of the main building of the **home** are damaged at the same time by the same cause
  - d **damage** to the **building(s)** or any part of them resulting from
    - i construction, structural alteration, repair or demolition
    - ii groundworks or excavation

- e **damage** caused by or resulting from faulty workmanship or design or the use of faulty materials
  - f **damage** caused by coastal or river erosion
  - g **damage** caused by
    - i normal settlement or bedding down of new structures
    - ii the settlement of made up ground or of materials brought to the site.
- 8 Bursting or leaking of water apparatus and the escape of water from or the freezing of any fixed domestic water or heating installation, but **we** will not cover
- a **damage** caused by wet or dry rot, rust, corrosion or other wear and tear or deterioration
  - b **damage** occurring when the **home** is **unoccupied**
  - c the **excess** stated on **your** schedule.
- 9 **Damage** to any fixed domestic water or heating installation caused by its own forcible and violent bursting, but **we** will not cover
- a **damage** caused by wet or dry rot, rust, corrosion or other wear, tear or deterioration
  - b **damage** occurring when the **home** is **unoccupied**
  - c the **excess** stated on **your** schedule.
- 10 Theft or attempted theft, but **we** will not cover
- a **damage** when the main building of the **home** is **unoccupied**
  - b **damage** unless forcible and/or violent entry has been made if any part of the **home** has been lent or let
  - c the **excess** stated on **your** schedule.
- 11 Escape of oil from any fixed domestic oil heating installation, but **we** will not cover
- a **damage** when the main building of the **home** is **unoccupied**
  - b the **excess** stated on **your** schedule.
- 12 Any other accidental **damage**, but not
- a by mechanical or electrical breakdown or failure
  - b arising from the cost of remaking any film, disc or tape or the value of the information contained on it
  - c caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing
  - d by chewing, scratching, tearing or fouling by domestic pets
  - e by wear and tear or deterioration
  - f by rot, fungus, insects or vermin
  - g by the action of light or any atmospheric or climatic condition
  - h by any gradually operating cause
  - i to contact lenses
  - j to food, drink or plants
  - k to computers or computer equipment by erasure or distortion of data, by accidental erasure or mislaying or misfiling of documents or records, viruses or by contamination
  - l arising from depreciation in value or further **damage** or expense arising directly or indirectly from the event for which **you** are claiming
  - m when the main building of the **home** is **unoccupied**
  - n the **excess** stated on **your** schedule
  - o anything excluded under Insured perils 1-11 and section extensions.

If more than one **building** is insured by this section any exclusion or limitation applies separately to each **building**.

### Part A Buildings cover

**Buildings** of the **home**

**Caravan** if shown as covered in **your** schedule.

## Extensions to Part A

### Additional expenses cover

We will cover you for the costs and expenses necessary incurred for rebuilding or repairing your home as a result of damage covered by this section, including

- 1 architects, surveyors and legal fees
- 2 the cost of clearing debris from the site or demolishing or shoring up your home
- 3 other costs to comply with government or local authority requirements or European Community requirements.

### Breakage of glass and sanitary fixtures cover

We will cover you for the cost of repairing accidental breakage of fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories, verandas, fixed ceramic hobs or hob covers, fixed sanitary ware and bathroom fittings in your home, but we will not cover

- 1 damage which is not accidental and unforeseen
- 2 damage when your home is unoccupied.

### Contracting purchaser cover

If you have contracted to sell your home, the purchaser will have the full protection of this policy in respect of the buildings up to the date of completion of the purchase, as long as your home is not covered by any other insurance.

### Inadvertent omission to insure cover

We will cover you for damage to building(s) anywhere in the United Kingdom which you have a clear intention to insure, whether owned or leased by you, which you have inadvertently failed to insure under this or any other policy.

Provided that

- 1 The maximum we will pay for any one location is £500,000.
- 2 You must advise us in writing as soon as you become aware of a building inadvertently left uninsured and pay the appropriate premium due from the day our liability started.

- 3 You must carry out, at not less than 12 month intervals, a check of all properties owned or leased by you and for which you are responsible to ensure that effective insurance is in force on each of them.

### Pipes, cables and drains cover

We will cover you for the cost of repairing accidental damage to cables, underground pipes and drains (and their inspection covers) serving your home, but we will not cover

- 1 damage which you are not legally responsible to repair
- 2 damage caused by rust and corrosion or other wear and tear.

### Trace and access cover

We will cover you for the reasonable costs necessarily incurred by you in locating the source and the subsequent making good of the damage, resulting from

- 1 the escape of water from any tank, apparatus or pipe
- 2 accidental damage to cables, underground pipes and drains serving the property insured
- 3 escape of oil from a fixed oil fired heating installation.

Provided that the maximum amount payable in any one period of insurance does not exceed £5,000 for any one building.

### Part B Contents cover

We will cover you for

- 1 household contents including motorised garden implements which belong to you or your family and domestic staff
- 2 radio and television aerials including external satellite receiving equipment securely fixed to the building of the home
- 3 personal effects
- 4 valuables. A limit of one third of the sum insured under Part B (Contents) applies. Within this limit the maximum we will pay for any one valuable is 5% of the sum insured under Part B (Contents) unless otherwise stated in your schedule

- 5 deeds and other personal documents, limit for any one document £1,000
- 6 **money** – limit £1,000 for any one claim
- 7 **credit cards** £2,000 for any one claim
- 8 **personal effects** of **domestic staff** up to 10% of the **sum insured**
- 9 **personal effects** of visitors up to £500 for any one claim whilst
  - a in the **home**
  - b in the open within the boundary of **your home** up to £2,500 for any one claim excluding **damage** to **valuables** or **money**

but **we** will not cover

- 1 any aircraft, boat, **caravan**, motor car, motorcycle or other motor vehicle, trailer or accessories in them or attached to them unless stated on **your** schedule
- 2 certificates of bond, stock, loan, bills of exchange and promissory notes
- 3 animals
- 4 landlord's fixtures and fittings
- 5 any part of the structure, ceiling or decorations
- 6 theft from motor vehicles
- 7 loss by deception, unless entry to the **home** is gained by deception.

## Extensions to Part B

### Accidental damage to contents by removal contractors cover

**We** will cover **you** for accidental **damage** to **household contents** up to the **sum insured** by Part B (Contents), whilst being removed by professional contractors from **your home** to **your** future address.

But **we** will not cover

- 1 the first £50 of each and every loss
- 2 property in storage and while it is in transit to and from storage for more than five days
- 3 breakage of brittle and fragile items.

### Accidental damage to home entertainment equipment cover

**We** will cover **you** for accidental **damage** to television sets and their aerials, cable, satellite, digital TV receivers, television, games machines, video recorders, DVD players, audio equipment, personal computers.

But **we** will not cover

- 1 video cameras and camcorders whilst away from **your home**
- 2 **damage** when the main building of **your home** is **unoccupied**
- 3 **damage** caused by wear and tear or depreciation
- 4 **damage** to cartridges, cassettes, discs or tapes
- 5 **damage** arising from light or atmospheric or climatic conditions
- 6 **damage** arising from any process of restoring, adjusting, maintaining or repairing
- 7 breakdown
- 8 confiscation or detention.

### Automatic increase in sum insured for gifts and provisions cover

**We** will automatically increase the **sum insured** by Part B (Contents), for gifts and provisions

- 1 during November and December
- 2 during 30 days before and 30 days after **you** or a member of **your family's** wedding/civil partnership day.

The maximum **we** will pay is up to 10% of the **sum insured** for this item.

### Breakage of mirrors and glass cover

**We** will cover **you** for the cost of repairing accidental breakage of mirrors, fixed glass in and glass tops of furniture, ceramic hobs and ceramic tops of cookers and glass oven doors.

But **we** will not cover

- 1 **damage** which is not accidental or unforeseen
- 2 **damage** when **your home** is **unoccupied**

## Section 7 – Home *continued*

- 3 loss or **damage** to **your** contents while they are not in **your home**.

### Domestic fridge and freezer contents cover

**We** will cover **you** for **damage** to food in any fridge or freezer which is made unfit for human consumption by a change in temperature and/or contamination by refrigerant fumes. The fridge or freezer must be

- 1 in **your home**
  - 2 owned by **you** or **your family**
- but **we** will not cover **damage** resulting from
- a the deliberate act of **you** or **your family** or any electricity supplier
  - b strike, lock-out or industrial dispute
  - c property more specifically insured by any other insurance.

### Loss of metered oil cover

**We** will cover **you** for accidental loss of oil up to a maximum of £2,500 in any one **period of insurance** but not when **your home** is **unoccupied**.

### Student personal effects

**We** will cover **you** for **damage** to students' **personal effects** whilst they are away from **home** whilst attending an educational establishment. The limit for any one claim is £500.

But **we** will not cover

- 1 theft or attempted theft unless there is forcible and violent entry to or exit from a building
- 2 the **excess** stated on **your** schedule.

### Temporary removal cover

**We** will pay for **damage** to property caused by Insured perils 1-11 anywhere in the **policy territories** when temporarily removed from **your home**.

But **we** will not cover

- 1 anything removed for sale or exhibition or to a furniture depository
- 2 theft unless it involves forcible and violent entry to or exit from a building

- 3 property in a **caravan**, mobile home or motor home.

### Extensions to Parts A and B

#### Additional persons insured cover

**We** will cover any valid claim made by **your** legal personal representatives in the event of **your** death.

#### Breakage or collapse of aerials cover

**We** will cover **you** for the breakage or collapse of satellite dishes, TV or radio aerials, aerial fittings, alarms or masts, lampposts, telegraph poles, electricity pylons, poles or overhead cables serving the home, but **we** will not cover loss or **damage** to the items themselves.

Cover for items in or on the **home** may be covered under Accidental damage to home entertainment equipment cover if Part B is shown as covered in **your** schedule.

#### Clean up costs (own property) cover

**We** will cover the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances from tanks on **your** property caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance** subject to

- 1 **our** liability is limited to £10,000 per event
- 2 where indemnity is also claimed under Section 1 Property damage for the same event. The total amount payable over both sections will be £10,000 per event
- 3 cover only applies to tanks less than 15 years old and which are integrally banded in accordance with OFST100 or have a bund wall around the tank constructed of non porous engineering bricks on a concrete plinth capable of holding the full capacity of the tank plus an additional 10% spare capacity.

**We** will not cover the first 10% of any loss, subject to a minimum amount of £250 for each and every claim.

### Emergency access cover

We will cover **you** for accidental **damage** to insured property caused by forced access to deal with a medical emergency or to prevent **damage** to the **home**.

### Land agents fees cover

We will cover **you** for land agents fees incurred in monitoring, preparing and negotiating claims as a result of **damage** covered by this section. The maximum **we** will pay for any one claim under this section and Section 1 is £500.

### Loss of rent and alternative accommodation expenses cover

We will cover **you** for the cost of

- 1 rent (including ground rent and management charges) that **you** are legally liable to pay or to have received but have lost, for up to two years
- 2 reasonable alternative accommodation and temporary storage of **your** furniture
- 3 reasonable accommodation in kennels or catteries for **your** dogs and cats while
  - a **your home** is unfit to live in, or
  - b access to **your home** is denied

as a result of **damage** covered by this section but not more than 20% of the **sum insured**.

### Locks and keys cover

Following theft of or accidental loss of keys, **we** will cover **you** for the cost of replacing keys and locks or lock mechanisms to:

- 1 external doors and windows of **your home**
- 2 a safe within or an alarm protecting **your home** following the theft or loss of the keys.

The maximum **we** will pay for any one claim is £1,000.

### Loss of metered water cover

We will cover **you** for accidental loss of metered water up to a maximum of £5,000 in any one **period of insurance**.

But **we** will not cover

- 1 any loss from irrigation pipes
- 2 when **your home** is **unoccupied**.

### Personal accident cover

We will pay up to £5,000 for accidental injury resulting in death, within the **policy territories** of **you** or **your** domestic partner as a result of

- 1 an accident, assault or fire in **your home**
- 2 an accident whilst travelling as a passenger on a public service vehicle
- 3 assault in the street.

But **we** will not pay where that person has reached the age of 75 after renewing this **policy**.

### Part C Personal possessions cover

We will cover **you** for

- 1 Luggage, **personal effects** and sporting guns.
- 2 Pedal cycles.
- 3 **Valuables**.
- 4 Personal **money**.
- 5 Financial loss due to the fraudulent use of a **credit card** after the card has been stolen or lost.
- 6 Any other item shown in **your** schedule under Part C whilst
  - a in the **policy territories**
  - b elsewhere in the world up to a total of 60 days in any one **period of insurance**.

### Basis of cover and Limits of liability for any one claim

- 1 **Money** up to £1,000.
- 2 **Credit cards** up to £2,000.
- 3 All other **valuables**, the **sum insured** stated in **your** schedule up to a maximum for any one unspecified item of £2,500.
- 4 Pedal cycles up to £1,000 per cycle unless otherwise stated in **your** schedule.

But **we** will not cover

- a documents, securities, contents of the **home**, contact or corneal lenses
- b animals
- c any aircraft, boat, **caravan**, motorcycle or other motor vehicle, trailer or accessories in them or attached to them
- d sports equipment whilst in play

- e **damage** to a pedal cycle whilst it is being used for racing, pacemaking, taking part in speed or reliability trials or while practising for any of them
- f theft of any unattended pedal cycle, unless situated within the boundary of the **home** or whilst in a locked building or secured by a suitable locking device to a permanent structure
- g theft of pedal cycle accessories unless the pedal cycle is stolen at the same time
- h theft from unattended motor vehicles unless the vehicle has all points of access securely locked
- i unauthorised use of **credit cards** by anyone related to **you**
- j loss caused by depreciation.

## Part D Legal liabilities cover

### 1 Liability to domestic staff cover

Only applicable if Part B (Contents) is shown on **your** schedule.

**We** will cover **you** for the costs and expenses that **you** or **your family** become legally liable to pay as damages (including claimant's costs and expenses) for death, bodily injury or illness to **domestic staff** arising out of their employment by **you** within the **policy territories**. **We** will not cover **you** or **your family's** legal liability to pay damages or costs arising from bodily injury (including death) sustained by any **domestic staff** while

- 1 being carried in or upon a motor vehicle, or
- 2 entering or getting into or out of a motor vehicle where that bodily injury or illness (including death) is caused by or arises out of the use by **you** or **your family** of a motor vehicle.

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

### 2 Liability to the public cover

Only applicable if Part B (Contents) is shown on **your** schedule.

**We** will cover **you** for the costs and expenses that **you** or **your family** become legally liable to pay as damages (including claimant's costs and expenses) occurring in respect of accidental

- 1 death, bodily injury or illness of any one who is not employed by **you** or **your family**
- 2 **damage** to property not belonging to **you** or **your family** or in **your** custody or control or of **your family** or **domestic staff** and arising from
  - a the occupation of the **home** (but not its ownership), or
  - b the private pursuits of **you** or **your family**, or
  - c the employment by **you** or **your family** of **domestic staff**

but **we** will not cover legal liability to pay damages or costs arising from

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

- f any action for damages brought in a court outside the **policy territories**.

**We** will not pay more than £5,000,000 for any one claim or series of claims arising from any one event or one source or original cause. **We** will also pay all other costs and expenses incurred with **our** written consent for any claim where **we** have accepted liability under this section.

### 3 Unrecovered damages cover

Only applicable if Part B (Contents) is shown on **your** schedule.

**We** will cover **you** for the costs and expenses of any award of damages made in **you** or **your family's** favour which

- 1 is for death, bodily injury, illness or **damage** to property of such nature that **you** or **your family** would have been entitled to payment under the Liability to the public cover had **you** or **your family** been responsible for the injury or **damage** and
- 2 is made by a court within the **policy territories** and
  - a is still outstanding six months after the date on which it is made and
  - b is not the subject of an appeal.

**We** will not pay more than £1,000,000 for any one award.

### 4 Tenant's liability cover

Only applicable if Part B (Contents) is covered and the **home** is rented.

**We** will cover **you** for the costs and expenses that **you** or **your family** become legally liable to pay as tenant of the **home** for

- 1 **damage** to the **building(s)** by any cause specified under the Insured perils of this **policy**
- 2 accidental **damage** to cables, drain inspection covers or underground drains, pipes or tanks providing a service to or from the **home**
- 3 accidental breakage of
  - a fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories, verandas

- b fixed ceramic hobs or hob covers
- c fixed sanitaryware and bathroom fittings.

But **we** will not cover **damage** to gates, hedges or fences.

**We** will not pay more than 10% of the **sum insured** for property insured under Part B (Contents) for any claim or series of claims arising from any one event, source or original cause.

### 5 Defective Premises Act cover

Only applicable if Part A (Buildings) is shown on **your** schedule.

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

- 1 at the time of the incident resulting in liability, **you** have sold the **home**. **We** will not pay for **damage** to the **premises** disposed of
- 2 it is not covered elsewhere.

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

### 6 Property owners liability cover

Only applicable if Part A (Buildings) is shown on **your** schedule.

**We** will cover **you** for the costs and expenses that **you** become legally liable to pay as damages and claimants costs and expenses arising out of

- 1 accidental bodily injury including death, disease and illness to any person
- or
- 2 accidental damage to material property

occurring during the **period of insurance** and arising in connection with **your** ownership of the **home**.

But **we** will not pay for

- a** injury to a member of **your family** or to anyone in **your** employment as **domestic staff** or to repair or decorate **your home**
- b** **damage** to property which is owned, leased, let, rented, hired, lent or entrusted to **you** or to a member of **your family**
- c** injury or **damage** arising from any business, trade or profession other than owning the **home** and the accommodation of paying guests
- d** injury or **damage** arising from the possession or use of motorised garden implements
- e** injury or **damage** arising from any agreement unless **you** would have been liable had the agreement not been made
- f** injury or **damage** arising from any private residence previously owned or occupied by **you**
- g** action for damages brought in a court outside the **policy territories**.

**We** will not pay more than £5,000,000 for any one claim or series of claims arising from any one event, source or original cause. **We** will also pay all other costs and expenses incurred with **our** written consent for any claim where **we** have accepted liability under this section.

### Exclusions which apply to all parts of this section

#### Date recognition exclusion

**We** will not cover **you** for loss, destruction or damage directly or indirectly caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date, to process data or to operate properly due to failure to recognise any given date but **we** will cover subsequent **damage** which results from an insured peril covered by this section.

#### Electronic risks exclusion

**We** will not cover **you** for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- 1 damage to or the destruction of any **computer systems**; or
- 2 any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

**We** will cover subsequent **damage** which is covered by this section, which itself results from any of insured perils 1, 2, 3, 4, 5, 6, 8, 9, 10 or 11 covered by this section, except for **damage** caused by malicious persons other than thieves.

#### Radioactive contamination exclusion

**We** will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any loss directly or indirectly caused by or contributed to by or arising from

- 1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.

#### Terrorism and Northern Ireland exclusion

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

- 1 In England, Scotland, Wales, the Channel Islands and the Isle of Man
  - a** any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - b** any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

## 2 In Northern Ireland

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

In respect of private house(s) and their contents insured in the name of an individual **terrorism** is only excluded in respect of loss, destruction or damage directly or indirectly caused by or contributed to by or in connection with or arising from biological or chemical pollution or contamination.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

### War risks exclusion

**We** will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

## Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions (including any specific conditions where applicable) to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a **claim**. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

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

### Chimney sweeping condition

(for thatched properties only)

All chimneys to open fires must be swept at least once in every 12 months.

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

### Evidence of value condition

**You** must provide **us** with evidence of the value for any items of jewellery valued more than £2,500 or any other **valuable** insured under Part B (Contents) and Part C (Personal possessions) of **your policy** that are valued more than £5,000.

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

### Gun condition

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

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

### Inflation protection condition

**We** will adjust the **sum insured** in line with suitable indices of costs and the renewal premium for the **policy** will be based on these adjusted figures.

### Lockfast condition

All hand held tools, portable items of machinery and gardening equipment should be kept in a securely locked building when unattended.

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

### Mortgagees condition

The act or neglect of any mortgagor or occupier of any **building** covered under this section, where the risk of **damage** is increased without the authority or knowledge of any mortgagee will not prejudice the interest of the latter party (or parties) in this insurance, provided they tell **us** as soon as they are aware of the increased risk and pay any necessary additional premium.

### Non invalidation condition

This **policy** will not be invalidated by any act or omission or by an alteration where the risk of **damage** is increased unknown to or beyond **your** control, provided that when **you** become aware of it **you** tell **us** as soon as possible and pay any necessary additional premium.

### Repairs and alteration condition

Joiners and other tradesmen may be employed to make repairs or minor alterations in all or any of the **building(s)** covered without prejudice to **your policy**. **You** must tell **us** if **your home** is not weathertight and secure or structural works are being carried out.

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

### Safe condition

**You** must ensure that where shown on **your** schedule, any items indicated are kept in a locked safe, approved by **us**, at all times when not being worn.

The keys or records of combination numbers to the safe must be kept in **your** personal custody and removed from the **home** when left unattended by **you**.

If these items are with **you** during temporary periods of residence in hotels, they must be deposited in the hotel safe or strongroom when not being worn or carried.

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

### Stone examination condition

**You** must ensure that the settings of all multiple stoned and single stoned items which are insured under Parts B or C of this section for more than £10,000 each are examined by a competent jeweller at least once every two years of insurance and that any defect be remedied.

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

### Thatched properties condition

**You** must ensure that

- 1 all chimneys to stoves, boilers and open fires in **your home** are kept in a good state of repair and are professionally cleaned every year prior to winter use
- 2 if bonfires are lit or old thatch burnt it must be carried out more than 100 metres from **your home**
- 3 no naked flames or tools or equipment with naked flames are present in the attic or loft space of **your home** at any time.

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

### Unoccupancy condition

Whenever **your home** is **unoccupied**, **you** must comply with the following precautions

- 1 **you** must secure the **premises** and put all protective, locking devices and any alarm protection in effective operation
- 2 gas, water and electricity services (except electricity supply to maintain any fire or intruder alarm systems or fuel to maintain any heating system) should be shut off where they enter the building for the period 31st October to 1st April annually
- 3 **your home** must be inspected by **you** or someone authorised to act on **your** behalf at least once each week.

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

### Specific section conditions

The following conditions will only apply if shown in **your** schedule.

#### A Visible signs condition

**We** will not cover **you** for any **damage** arising under Insured peril **10** (theft or any attempted theft) unless there are visible signs of entry to or exit from the **home** by forcible and violent means.

#### B Minimum security standards condition

The following minimum level of security must be installed and maintained at **your home** and put into use whenever **your home** is left unattended.

**You** must ensure that

- 1** The door used as final exit from the dwelling must be fitted with a five lever mortice deadlock complying with British Standard 3621 or a lock of superior quality approved by **us**.
- 2** All other external doors must be secured in a similar manner as described above or must be fitted top and bottom with mortice or surface mounted bolts with detachable keys.
- 3** All accessible windows must be fitted with key operated security locks with detachable keys.
- 4** Sliding patio doors must be fitted with key operated security locks top and bottom with detachable keys.

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

# Making a complaint

AXA Insurance aims to provide the highest standard of service to every customer. If **our** service does not meet **your** expectations **we** want to hear about it so **we** can try to put things right.

All complaints **we** receive are taken seriously. Following the steps below will help **us** understand **your** concerns and give **you** a fair response.

## How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with. If **your** complaint relates to a claim on **your policy**, please contact the department dealing with **your** claim. If **your** complaint relates to anything else, please contact the agent or AXA office where **your policy** was purchased. Telephone contact is often the most effective way to resolve complaints quickly.

Alternatively **you** can write to **us** at

### AXA Insurance complaints:



AXA Insurance  
Commercial complaints  
AXA House  
4 Parklands  
Lostock  
Bolton  
BL6 4SD

### All claims complaints:



Telephone: **01204 815359**



Email: **commercial.complaints@axa-insurance.co.uk**

When **you** make contact please tell **us** the following information:

- Name, address and postcode, telephone number and e-mail address (if **you** have one).
- **Your policy** and/or claim number, and the type of **policy you** hold.
- The name of **your** insurance agent/firm (if applicable).
- The reason for **your** complaint.

Any written correspondence should be headed '**COMPLAINT**' and **you** may include copies of supporting material.

## Beyond AXA

Should **you** remain dissatisfied following **our** final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints about general insurance products.

The FOS can only consider **your** complaint if **we** have given **you our** final decision.

**You** have six months from the date of **our** final response to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

### The Financial Ombudsman Service



Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR



Telephone: **0300 123 9123\***  
or **0800 023 4567\*\***  
Fax: **0207 964 1001**



Email: **complaint.info@financial-ombudsman.org.uk**

Website: **www.financial-ombudsman.org.uk**

\* free for people phoning from a 'fixed line' (for example, a landline at home)

\*\* free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02

## Our promise to you

### We will

- Acknowledge written complaints promptly.
- Investigate **your** complaint quickly and thoroughly.
- Keep **you** informed of progress of **your** complaint.
- Do everything possible to resolve **your** complaint.
- Learn from **our** mistakes.
- Use the information from complaints to continuously improve **our** service.

Telephone calls may be monitored and recorded.

## Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance, size of the **business** and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

## Legal and tax advice complaints

If **you** have a complaint about the telephone legal or tax advice services **you** should contact Arc Legal Assistance Ltd who will liaise with Irwin Mitchell Solicitors:

Arc Legal Assistance Ltd	
	Arc Legal Assistance Ltd The Gatehouse, Lodge Park Lodge Lane Colchester Essex CO4 5NE
	Telephone: <b>01206 615000</b>

If **you** are unhappy with the written response from Arc Legal Assistance Ltd, **you** may contact the Legal Ombudsman at:

Legal Ombudsman	
	Legal Ombudsman PO Box 6806 Wolverhampton WV1 9WJ
	Telephone: <b>0300 555 0333</b>
	Website: <b><a href="http://www.legalombudsman.org.uk">www.legalombudsman.org.uk</a></b>

The Legal Ombudsman will only consider matters which have been submitted to it within the earliest of the following timescales:

- a within one year from the act/omission complained of
- b within one year from when the client should reasonably have known there was cause for a complaint, without taking advice from a third party and;
- c within six months of the client receiving a written reply from Arc Legal Assistance Ltd concerning the complaint.

**This document is available in other formats.**

If you would like a Braille, large print or audio version, please contact your insurance adviser.

**[www.axa.co.uk](http://www.axa.co.uk)**

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Telephone calls may be monitored and recorded.