

J L Green & J L Pinder
NFU Office
The Creamery
Station Road
Sturminster Newton
Dorset
DT10 1BD

Alastair Cowen and Exors of Paul Dallyn
c/o Richard Miller Andrew Carless
Symonds & Sampson LLP 5 Burraton Square
Poundbury
Dorchester
DT1 3GR

Contact Number: 01258 473299
Email:
sturminsternewton@nfumutual.co.uk

31st January 2024

Dear Policyholder,

Your new Commercial Select insurance documents

Policy number **080X8823678/N03**

Policyholder **Alastair Cowen and Executors of Paul Dallyn Deceased**

Thank you for choosing to insure with NFU Mutual.

Your new insurance documents are enclosed. Please read them carefully and check that the details are right and the cover meets your needs.

1. **Statement of insurance** - this shows the information you've given us.
2. **Insurance schedule** - this shows the cover we're providing you and any endorsements that apply.
3. **Policy booklet** - this details the full policy wording.
4. **Product brochure** (if one has not already been supplied) - this outlines the key features and exclusions of your cover.
5. **Demands & Needs**

For your insurance to remain valid you must tell us about any changes in your circumstances. If you're not sure whether your change is relevant, please let us know anyway.

Once you are happy with your documents, please keep them in a safe place.

Keep your cover up to date

You need to insure each item under this policy for the correct value. If the insured value of any item is too low, you may not receive the full amount of any claim you make, meaning you may bear part of the loss. You should review your insured values regularly so that your insurance accurately reflects the value of the items you are insuring throughout the term of the policy.

Any questions?

If you have any questions, or any details need correcting, please call us on 01258 473299 and we'll be happy to help you.

Yours faithfully

J L Green & J L Pinder

Changes to tell us about

You need to tell us straight away about any changes that might affect your policy. We won't charge you any admin fees for changes but they might affect the premium or the insurance cover we offer. If you don't tell us about changes as soon as they happen, you might not be insured.

These are examples of changes we need to know about:

- Criminal convictions or ongoing criminal proceedings.
- County Court Judgements (CCJs), any form of bankruptcy or statutory insolvency proceedings.
- Change of business description or type of work and activities.
- Change of type of goods sold, manufactured or repaired, or the process to do this.
- Change of business to importing or exporting.
- Extension or refurbishment of your premises or purchase of additional premises, or intent to do so.
- Purchase of additional machinery or replacement of existing machinery.
- Accidents, thefts or losses related to the cover we are offering, even if not claimed for.

These apply to you or anyone insured under this policy.

If the worst happens

If you need to make a claim, please contact us on **01258 473299**, or outside of office hours on **0800 282 652**. To report a potential claim under your Legal expenses cover, please call 0117 934 0571.

Your Insurance Demands & Needs

You require cover for your business activities of:

Property of unoccupied building awaiting sale

These activities have an annual revenue of £ and 0.0 employees (full time equivalent).

You have also told us the insurance needs important to you include:

- Cover your Public Liability for injury to members of the public on your premises
- Your buildings are covered against the risk of fire and storm damage

Based on these details and information you have provided as part of the fact find (shown in your Statement of Insurance) and in any subsequent correspondence, our recommendation is the Commercial Select Insurance policy from NFU Mutual.

This policy meets your requirements as summarised below and as set out in your Statement of Insurance and Policy Schedule. Your Policy Schedule includes further details about what is insured, the extent of cover and key limits under each section.

- **Property** - to cover your buildings against the perils you have chosen.
- **Money & Malicious Attack** - to cover loss of money belonging to your business and injury to you or your employees from a violent assault during a theft.
- **Public and Product Liability** - to cover your legal liability for injury to the public or damage to their property arising from your business activities or from products you sell, manufacture or supply.
- **Environmental Liability** - to cover your legal liability for injury or damage from pollution, biodiversity damage or environmental damage in connection with your business. This cover is excluded for certain businesses - please check your policy booklet for details.

Coronavirus, Pandemics & Epidemics

- Whilst recommending this policy, we would like to highlight that the policy contains a General Exclusion that excludes any losses, liability, damage or claims arising directly or indirectly from any pandemic or epidemic involving an infectious disease in humans, or from any coronavirus or mutation or variation thereof, as defined in the General Exclusions section of your policy wording. This exclusion applies to all covers apart from: Public and Product Liability.
- More specific terms for pandemics or epidemics involving an infectious disease in humans or coronavirus may be applied to your Public & Product Liability cover. These will be shown on your Policy Schedule.

Our standard policy terms, conditions and exclusions also apply.

Commercial Select Statement of Insurance

Policyholder	Alastair Cowen and Executors of Paul Dallyn Deceased
Policy number	080X8823678/N03
Date of issue	31 January 2024
Period of insurance	31 January 2024 to noon 31 May 2024

① Important Information

Your insurance cover is based on the information you have given us, as shown in this Statement of Insurance and your Insurance Schedule. Please check that this information is correct, as failure to disclose accurate information could invalidate your insurance or result in a claim not being paid.

If any information is incorrect please contact us on 01258 473299 within the next seven days.

Any changes to information supplied may result in a revised premium, revised terms being offered or even in some circumstances a refusal to offer cover. If any changes disclosed are acceptable to us you will be sent a new Commercial Select Statement of Insurance and Insurance Schedule.

This statement of insurance, your insurance schedule, any certificates of compulsory insurance and policy booklet are to be read together as one contract.

Your Premium	Premium Breakdown
Insurance Premium	£1,983.00
Mutual Bonus	£0.00
Insurance Premium Tax (at the current rate)	£237.97
Payment in full	£2,220.97

About your business

Business description	Property of unoccupied building awaiting sale
Agreement to financial risk assessment	Yes
Loyalty Agreement	None

About those people authorised to transact business on your behalf

We take the security of your data and our obligations to comply with data protection very seriously. We will not discuss or accept instructions on this policy from anyone other than the policyholder unless you have given us authorisation to do so.

An authorised person can discuss, make changes, cancel, renew and make a payment on this policy. We will treat any information and instruction from an authorised person as if it had come from yourself. Any person dealing with this policy on your behalf will still need to be able to answer security questions.

You have authorised the following to be able to deal with this policy on your behalf:

Name	Andrew Carless
Date of birth	30 December 1960
Name	Miller Richard
Date of birth	18 April 1966

About the business and people connected with the business or insured under this policy

You have told us the following about the business, everyone directly connected with the ownership or management of the business and everyone insured under this policy:

- No-one has ever had any insurance refused, cancelled, declared void (as though it never existed), renewal declined or special terms or conditions imposed by an insurer.
- No-one has ever been subject to any bankruptcy proceedings (whether discharged or not) e.g. Individual Voluntary Arrangements (IVAs)/Trust Deeds or been subject to any other statutory insolvency proceedings e.g. Company Voluntary Arrangements (CVAs).
- No-one has had any court judgements (e.g. CCJs) in the past five years.

About the business and people connected with the business or insured under this policy

- No-one has ever been a director of a company which went into liquidation, was put into administration / receivership or subject to arrangements with creditors under statute or, in the last five years, been subject to any court judgements (CCJs).
- No-one has ever been the subject of a disqualification order made by a court under the Company Directors Disqualification Act.
- No-one has ever been convicted of any non-motoring criminal offence* and no-one has any prosecutions pending.
- No-one has ever been prosecuted for breach of any statutory requirements relating to health and safety.
- No-one has made any claims, suffered uninsured losses or had any claims made against them in the past five years.

* You are not required to disclose convictions regarded as 'spent' under the Rehabilitation of Offenders Act 1974.

Additional information you provided for your Liability cover**PROPERTY OWNERS' LIABILITY**

Type of property	Number
Commercial	1

ENVIRONMENTAL LIABILITY

Turnover	£1,000
----------	--------

Covers available (subject to NFU Mutual's acceptance criteria)

Property including Money & Malicious Attack, Business Interruption, Contractors All Risks, Terrorism, Livestock Herd - Fire, Perils and Fatal Injury, Livestock in Transit, Goods in Transit, Hauliers Goods in Transit, Engineering Inspection, Engineering Insurance, Deterioration of Stock, Employers' Liability, Public and Product Liability, Environmental Liability, Commercial Legal Expenses, Group Personal Accident, Business Travel

Alastair Cowen and Exors of Paul Dallyn
c/o Richard MillerAndrew Carless
Symonds & Sampson LLP 5 Burraton Square
Poundbury
Dorchester
DT1 3GR

J L Green & J L Pinder
NFU Office
The Creamery
Station Road
Sturminster Newton
Dorset
DT10 1BD

Contact Number: 01258 473299

Commercial Select Insurance Schedule

Policyholder	Alastair Cowen and Executors of Paul Dallyn Deceased
Policy number	080X8823678/N03
Date of issue	31 January 2024
Period of insurance	31 January 2024 to noon 31 May 2024

Important Information

All policies with the original inception dates on or after 1 January 1999 and renewals or reissues of those policies contain a Charitable Assignment condition.

This schedule, your statement of insurance, any certificates of compulsory insurance and policy booklet are to be read together as one contract.

All endorsements that apply to your policy are detailed at the end of this schedule.

Reason for issue: New Business

Your Premium	Premium Breakdown
Insurance Premium	£1,983.00
Mutual Bonus	£0.00
Insurance Premium Tax (at the current rate)	£237.97
Total Premium	£2,220.97

Business description

Property of unoccupied building awaiting sale

Premises address

30 High West Street, Dorchester, DT1 1UP

Property at 30 High West Street

BUILDINGS

Unoccupied Property

Covered for the following perils

Fire, Aircraft, Explosion, Storm and Flood, Earthquake, Escape of Water, Impact, Riot and Malicious Persons, Theft, Accidental Damage, Subsidence

Basis of cover

Day One Reinstatement

Sum insured #

£1,099,942

Declared value

£956,472

ASBESTOS REMOVAL

£50,000

This amount includes an allowance for inflation during the period of insurance.

Excesses for Property at 30 High West Street

Storm and Flood	£250
Escape of Water	£250
Impact	£250
Riot and Malicious Persons	£250
Theft	£250

Excesses for Property at 30 High West Street	
Accidental Damage	£250
Accidental Breakage of Fixed Glass	£250
Subsidence	£1,000

Money and Malicious Attack	
Money	
Unauthorised use of credit cards	£10,000
In transit or in a bank night safe	£5,000
In your premises during business hours	£5,000
In locked safe in your premises outside business hours	£5,000
In gaming, amusement or vending machines	£250
In other circumstances	£500
Monetary documents	£250,000
Malicious Attack	
Death	£10,000
Loss of limbs, sight, speech or hearing	£10,000
Permanent total disability	£10,000
Temporary total disability	£100 per week for a maximum of 104 weeks
Temporary partial disability	£50 per week for a maximum of 104 weeks
Damage to personal effects	£500 per person

Endorsements for Money , Malicious Attack and Property at 30 High West Street	
Endorsement 1 - Unoccupied Building Perils Amendment	

Liability	
PROPERTY OWNERS' LIABILITY	
Public Liability limit of indemnity	£2,500,000 any one incident
Product Liability limit of indemnity	£2,500,000 in total of any one period of insurance
ENVIRONMENTAL LIABILITY	
Limit of indemnity	£1,000,000 in total for any one period of insurance
Retroactive date	31 January 2024

Liability Excesses	
PROPERTY OWNERS' LIABILITY	
Property damage	£250
ENVIRONMENTAL LIABILITY	
Environmental Liability	£500

Warranties	
<p>The warranties in your policy booklet and those applied by endorsement are particularly important. They state standards you must meet and actions you must take. If you fail to keep to them, and this causes or contributes to an insured loss, you may lose your right to payments for that claim.</p> <p>You should check the warranties whenever you make a change to your property or to your business procedures. Full details of each warranty can be found in your policy booklet.</p>	
PROPERTY	
Security Protections - actions you must take to keep premises secure.	
Trade Waste - actions to take to manage and remove waste materials.	
Fire Extinguishing Appliances & Fire Break Doors & Shutters - actions to take to ensure equipment is in working order.	
Deterioration of Stock - actions to complete regular statutory inspections and maintenance agreement required to inspect and maintain freezing and refrigeration equipment more than 5 years old at least once every 13 months.	
MONEY & MALICIOUS ATTACK	
Security & Record Keeping - actions to take to keep premises secure, keep records of money and monetary documents and secure money in transit.	

Warranties

PROPERTY OWNERS' LIABILITY AND PRODUCT LIABILITY

Use of Heat - actions and precautions to take when using any type of equipment to do work applying heat.

Endorsements

Endorsement 1:

Unoccupied Building Perils Amendment

The exclusion of DAMAGE arising if the BUILDING is UNOCCUPIED is deleted for the following perils and cover extension:
Escape of Water, Riot or Malicious Persons, and Theft

NFU Mutual additional information

Please take a few minutes to read this IMPORTANT INFORMATION, and retain for future reference.

You are advised to keep a record of all information supplied to NFU Mutual for the purpose of this insurance.

Privacy Policy

To find out more about how we use your personal information and your rights, please go to the privacy policy on our website.

Fraud Prevention and Detection

To prevent and detect fraud we may at any time check, share and/or file details with other organisations, fraud prevention agencies, databases and public bodies including the police. If we are given false or inaccurate information and we identify or suspect fraud, we will record this. Our Privacy Policy includes information about what we do with your personal data for this purpose.

Direct Marketing

We may use your details to send you information by electronic or other means, about general insurance, life, pensions and investment products, risk management services and to tell you about other services available from us and other members of the NFU Mutual group of companies.

If you do not wish to receive marketing material from us, please contact your insurance adviser.

The Law

You and NFU Mutual are entitled to choose the law applicable to the insurance policy. NFU Mutual proposes to choose English Law as the law applicable.

The contract and the relationship between NFU Mutual and you shall be governed by, and interpreted in accordance with, English Law. The contract shall be subject to the non-exclusive jurisdiction of the English Courts.

Statutory Status

You can check NFU Mutual's statutory status on the Financial Services Register. You can access the Financial Services Register from the Financial Conduct Authority (FCA) website www.fca.org.uk or by calling the FCA on 0800 111 6768. Our Financial Services Register number is 117664.

Termination Rights

If you do not wish to accept your new cover, you may cancel the cover by writing to us or calling us at any time. This is in addition to your legal right to cancel within 14 days of receiving the policy or amendment to an existing policy. As long as you have not made a claim, we will refund any amount you have paid for the cancelled period of insurance.

Continued overleaf

We may cancel your policy by giving you 14 days written notice to your last known address. We will then refund part of your premium unless fraud or misrepresentation has been identified or a claim has been made.

Language

The contract and other documentation are drawn up in the English language. NFU Mutual will communicate with you in English throughout the duration of the policy.

Claims Handling Process

If anything happens that may give rise to a claim you must tell NFU Mutual as soon as possible, giving your name and policy number.

If a claim is being made against you

- do not respond to any writ, letter, claim or other document
- send any writ, letter, claim or other document to us without delay
- do not admit, repudiate or negotiate any claim.

Information about our Insurance Services

Our statutory status

J L Green & J L Pinder is an appointed representative of The National Farmers Union Mutual Insurance Society Limited (NFU Mutual), Tiddington Road, Stratford upon Avon, Warwickshire CV37 7BJ.

J L Green & J L Pinder acts for and on behalf of NFU Mutual as an insurance intermediary.

NFU Mutual is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority. Financial Services Register number 117664. You can access the Financial Services Register from the FCA website www.fca.gov.uk or by calling the FCA on 0800 111 6768.

About our general insurance services

We offer products from NFU Mutual. We can also source additional products from selected providers. If this is the case, we will tell you their name.

We provide both advised and non advised sales depending on the type of insurance being arranged.

Advised Sales

We will make a recommendation for you after we have assessed your demands and needs. The Demands & Needs statement in your policy documents will confirm our recommendation.

Non Advised Sales

We will identify your demands and needs and provide you with information on the product so that you can decide how to proceed. We will not make a recommendation to you and the Demands and Needs statement in your policy documents will confirm this.

For both advised and non advised sales, we will explain the options available to you and answer the questions you may have on the cover, benefits, exclusions and limitations of the policy.

About our life insurance services

If you require advice or information about life, pensions and investments products we can introduce you to NFU Mutual Select Investments Limited, a member of the NFU Mutual group of companies, so that an NFU Mutual Financial Adviser can carry out a financial planning review with you.

What will I have to pay for your services?

You will not be charged a fee for our general insurance services.

When we sell you a policy, NFU Mutual pays us a percentage commission from the total premium. If this sale contributes to us reaching specific sales targets and quality standards, NFU Mutual may also reward us with additional incentives, such as bonus payments.

You are entitled at any time to request information regarding any commission which we have received as a result of placing your insurance.

What do I do if I want to complain?

If you are unhappy with the service you receive, please tell us straight away as we would like the chance to put things right. You can do this by calling us on 01258 473299 or in writing. You can also use our website www.nfumutual.co.uk/complaints to find out more information or to make a complaint.

If you remain unhappy with the outcome you may be able to refer your complaint to the Financial Ombudsman Service. For more information visit www.financial-ombudsman.org.uk or call 0800 023 4567 (landline) or 0300 123 9123 (mobile).

Am I entitled to compensation?

NFU Mutual is covered by the Financial Services Compensation Scheme (FSCS), which means that you may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of policy you have and the circumstances of the claim. You can find out more at www.fscs.org.uk or by calling 0800 678 1100.



NFU Mutual

Your policy document

Commercial Select Insurance

How to Make a Claim

24-hour emergency helplines

For Insurances other than Legal Expenses

Normal business hours: please call YOUR insurance advisor whose telephone number is shown on YOUR schedule.

Any other time (or if YOUR insurance advisor is unavailable): please call OUR 24-hour commercial emergency helpline freephone number **0800 282652**

Whichever number YOU call please read the following information before contacting US:

- the relevant section(s) of the policy which cover the loss;
- the General Exclusions, General Conditions and Claims Conditions found at the front of the policy;
- YOUR schedule.

To ensure WE can help YOU quickly and efficiently please have the following information available:

- YOUR policy number;
- YOUR name and address;
- details of the incident giving rise to the claim including date, circumstances and, if possible, an estimate of the cost; and
- YOUR contact number.

Commercial emergency helpline

YOU can use the helpline by calling the freephone number **0800 282652** if YOU have an emergency at YOUR PREMISES which:

- puts YOUR health, or that of YOUR EMPLOYEES, at risk;
- creates a risk of damage to YOUR PREMISES or PROPERTY;
- creates unacceptable working conditions.

OUR emergency service will:

- offer to arrange for a suitable contractor to carry out any necessary emergency repairs; and
- tell YOU the contractors call-out and hourly labour charges. YOU are responsible for paying these charges, but YOU can claim them back if the damage is covered by YOUR policy.

For Legal Expenses Insurance

Please refer to YOUR schedule to see if this is operative.

To make a claim under this section of the policy, please phone DAS on **0117 934 0571** quoting YOUR policy number. The INSURED PERSON claiming under the policy must have YOUR agreement to claim.

DAS will ask YOU about YOUR legal issue and if necessary call YOU back at an agreed time to give YOU legal advice. If YOUR issue cannot be dealt with as legal advice and needs to be dealt with as a potential claim under this section of the policy, DAS will give YOU a claim reference number. At this point DAS will not be able to tell YOU whether the claim is covered but will pass the information YOU have given DAS to their claims handling teams and explain what to do next.

If YOU would prefer to report YOUR claim in writing, YOU can send it to DAS' Claims Department at the following address:

Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Alternatively, YOU can email YOUR claim to: newclaims@das.co.uk. Please do not phone DAS to report a general insurance claim.

Glass Replacement Service

If this policy provides cover for glass YOU can utilise a 24 hour service to ensure that any broken glass is replaced without delay.

For full details please refer to the Accidental Breakage of Fixed Glass cover extension of the policy.

Introduction

In return for YOU paying YOUR premium and US accepting it, WE will insure YOU in line with the terms of the policy for the PERIOD OF INSURANCE and any subsequent period of insurance, provided YOU keep to the terms and conditions of the policy.

Please read this policy, statement of insurance, schedule and any certificate(s) of insurance carefully. If they do not meet YOUR needs, return them to US or to YOUR insurance advisor as soon as possible.

This policy is evidence of the contract between YOU and US and is based on the information YOU provided, which is confirmed on the statement of insurance and YOUR schedule.

UK law allows both YOU and US to choose the law applicable to the contract. WE have chosen that this contract will be governed by and interpreted in accordance with English law. The contract will be subject to the exclusive jurisdiction of the English courts.

A handwritten signature in black ink, appearing to read 'Steve Bower', with a long, sweeping horizontal stroke extending to the right.

Steve Bower
Customer Services Director
The National Farmers Union Mutual Insurance Society Ltd.

Note: The issue by US to YOU of a policy makes YOU a member of The National Farmers Union Mutual Insurance Society Limited ("THE SOCIETY"), on the terms of THE SOCIETY'S memorandum and articles of association. These are available from the Company Secretary at OUR registered office.

Contents

Description	Page
How to Make a Claim	Inside front cover
Introduction	1
Thank You	3
Your Obligations	4
General Definitions	6
General Exclusions	10
General Conditions	12
Claims Conditions	15
Perils	17
Property, Money & Malicious Attack	22
Property Owners' Liability	33
Environmental Liability	41
Charitable Assignment Condition	48

Thank you for placing your Insurance with NFU Mutual

Cancellation Rights

If YOU do not want to accept YOUR new cover, YOU may cancel the cover by writing to US or calling US within 14 days of receiving the policy or amendment to an existing policy. WE may charge pro rata for the cover provided.

Complaints

WE strive to provide OUR customers with the highest level of service and would like to know if YOU are not satisfied with any aspect of this. If YOU are unhappy with the service YOU receive, please tell US straight away as WE would like the chance to put things right. YOU can do this by calling YOUR local agent, or the call centre which issued this policy, or in writing. YOU can also use OUR website www.nfumutual.co.uk/complaints to find out more information or to make a complaint.

If YOU remain unhappy with the outcome YOU may be able to refer YOUR complaint to the Financial Ombudsman Service. For more information visit www.financial-ombudsman.org.uk or call **0800 023 4567** from a landline or **0300 123 9123** from a mobile phone.

Please always quote YOUR policy number as it will enable YOUR complaint to be dealt with promptly.

Financial Services Compensation Scheme

WE are covered by the Financial Services Compensation Scheme (FSCS) which means that YOU may be entitled to compensation from the scheme if WE cannot meet OUR obligations under this policy. This depends on the type of policy YOU have purchased and the circumstances surrounding YOUR claim. YOU can find out more at www.fscs.org.uk or by calling **0800 678 1100**.

Language

This policy and its accompanying documentation are written in the English language. WE will communicate with YOU in English throughout the duration of this policy.

Statutory Status

YOU can check OUR statutory status on the Financial Services Register. YOU can access the Financial Services Register from the Financial Conduct Authority (FCA) website www.fca.org.uk or by calling the FCA on **0800 111 6768**. OUR Financial Services Register number is 117664.

Privacy Policy

To find out more about how WE use YOUR personal information and YOUR rights, please view the privacy policy on OUR website.

Fraud Prevention and Detection

To prevent and detect fraud WE may at any time check, share and/or file details with other organisations, fraud prevention agencies, databases and public bodies including the police. If WE are given false or inaccurate information and WE identify or suspect fraud, WE will record this. This may prevent YOU gaining access to alternative insurance and/or financial services. OUR Privacy Policy includes information about what WE do with YOUR personal data for this purpose.

Your Obligations

This policy and schedule contain terms including warranties and special conditions. It is important that YOU read and understand these in full. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss it may invalidate YOUR cover and affect YOUR right to claim.

Below WE provide a summary of YOUR most important obligations contained in this policy which will apply if YOU have the cover in force as stated in YOUR schedule. Please read YOUR policy for full details of YOUR obligations.

General Conditions (applicable to all covers of the policy)

Alteration In Risk - Advising US of any alteration in risk

Duplicate Records - Backing up YOUR records

Payment Of Premium - Paying YOUR premium

Reasonable Precautions - Taking reasonable precautions to avoid loss or damage

Surveys, Risk Improvements & Additional Information - Allowing US to conduct surveys and implementing recommendations

Property

Computer Equipment Breakdown - Arranging for the maintenance of computer equipment

Exclusions - Securing unattended vehicles and trailers

Special Conditions, Unoccupied Premises - Taking appropriate measures in relation to unoccupied premises

Special Conditions, Underinsurance - Accurately declaring the value of property insured

Warranties - Keeping premises secure; appropriately storing and removing trade waste; appropriately storing stock in basements and cellars; maintaining fire extinguishing appliances; maintaining and using fire protection systems

Money & Malicious Attack

Credit Cards - Keeping cards secure and complying with the terms of the card company

Warranties - Keeping premises secure; keeping records of money and monetary documents; securing money in transit

Engineering Inspection

Special Conditions - Assisting US to undertake inspections

Engineering Insurance

Warranties - Inspecting, servicing and maintaining plant

Deterioration Of Stock

Special Conditions, Underinsurance - Providing adequate sums insured

Exclusions - Taking due care of stock

Warranties - Inspecting and maintaining refrigeration equipment

Livestock Herd

Special Conditions, Underinsurance - Providing adequate sums insured

Livestock In Transit

Subcontractors - Obtaining confirmation of insurance from subcontractors

Special Conditions, Underinsurance - Accurately declaring the value of livestock insured

Special Conditions, Animal Welfare - Transporting livestock in accordance with the European regulations in the United Kingdom, the Channel Islands, the Isle of Man or the European Union

Business Interruption (Gross Profit - Declaration Linked)

Declaration and Premium Adjustment - Declaring estimated gross profit

Warranties - Complying with the Warranties in the Property Cover

Business Interruption (Income - Declaration Linked)

Declaration and Premium Adjustment - Declaring estimated income

Warranties - Complying with the Warranties in the Property Cover

Business Interruption (Additional Increased Cost of Working)

Warranties - Complying with the Warranties in the Property Cover

Contractors' All Risks

Exclusions - Keeping tools secure

Goods In Transit

Containers - Safe loading, unloading and conveyance of containers

Deterioration - Monitoring temperature of property in transit

Special Conditions, Underinsurance - Not exceeding vehicle load limit

Special Conditions, Vehicle Security - Securing transport vehicles

Hauliers Goods In Transit

Containers - Safe loading, unloading and conveyance of containers

Subcontractors - Obtaining confirmation of insurance from subcontractors

Deterioration - Monitoring temperature of property in transit

Special Conditions, Underinsurance - Not exceeding vehicle load limit

Special Conditions, Vehicle Security - Securing transport vehicles

Public and Product Liability

Cloakroom Liability - Display of notices in cloakrooms

Warranties, Underground Services - Identifying and protecting underground services

Warranties, Use of Heat - Taking care of work involving use of heat

Contractors' Public & Product Liability

Cloakroom Liability - Display of notices in cloakrooms

Warranties, Underground Services - Identifying and protecting underground service

Warranties, Use of Heat - Taking care of work involving use of heat

Property Owners' Liability

Cloakroom Liability - Display of notices in cloakrooms

Warranties, Use of Heat - Taking care of work involving the use of heat

Environmental Liability

Primary Remediation Costs - Not incurring any remediation costs without written consent

Commercial Legal Expenses

Tax Protection - Take reasonable care to complete and return tax returns accurately and on time

Special Conditions - Take reasonable steps to avoid a claim

General Definitions

Each time WE use one of the words or phrases below in capital letters, it will have the same meaning wherever it appears in the policy, unless an alternative is stated to apply. Where a section of the policy contains definitions, they must be read in conjunction with the following general definitions.

Words which appear in lower case will have their natural and ordinary meaning.

ACCIDENT

Accidental physical injury resulting from a visible cause or exposure to severe weather conditions.

BASIS OF COVER

Day One Reinstatement, Reinstatement, Indemnity, Modern Materials or First Loss as shown on YOUR schedule.

BUILDINGS

Unless stated otherwise on YOUR schedule the buildings of the PREMISES which YOU own or for which YOU are responsible and which are:

- 1 built of brick, stone, concrete or metal;
- 2 roofed with slates, tiles, concrete, asphalt, metal or sheets or slabs composed entirely of incombustible mineral ingredients; and
- 3 with a maximum 10% construction of combustible materials.

The definition of BUILDINGS includes:

- 1 cables, wires and associated control gear and accessories;
- 2 landlords' fixtures and fittings which YOU own or for which YOU are responsible;
- 3 outbuildings, extensions, annexes, gangways and conveniences which satisfy the requirements set out above;
- 4 walls including boundary walls, gates and fences around and belonging to YOUR buildings;
- 5 piping, ducting, inspection covers, external tanks, drains or private off-mains drainage systems and accessories for which YOU are legally responsible, which extend from YOUR buildings; and
- 6 yards, car parks, roads, forecourts and pavements around and belonging to YOUR buildings.

BUSINESS

The business described on YOUR schedule, including:

- 1 the provision and management of canteen, social, sports, educational and welfare organisations and first aid, fire, ambulance and security services for the benefit of EMPLOYEES;
- 2 maintenance and repair of YOUR PROPERTY and PREMISES; and
- 3 taking part in exhibitions and trade shows.

COMPUTER EQUIPMENT

Computer equipment used for electronic processing, communication and storage of electronically processed data including:

- 1 installed computer equipment comprising interconnecting wiring and fixed discs including but not restricted to telecommunications equipment, computerised telephone systems, printers, scanners and other associated equipment, point of sale equipment, electronic access equipment, air conditioning, heat, smoke and water detection equipment, lightning and voltage regulating equipment;
- 2 portable computer equipment which is carried by hand including but not restricted to laptops, palmtops, tablet personal computers, portable hard drives and other external storage data devices, digital cameras, smart phones, mobile phones and removable satellite navigation systems, digital audio and visual equipment and other electronic media presentation equipment.

Computer equipment which is an integral part of the control, monitoring or operation of process or production machinery is excluded.

CONTENTS

Trade fixtures and fittings, machinery and all other contents and equipment owned by YOU or for which YOU are responsible and which relates to YOUR BUSINESS, including:

- 1 tenants' improvements, alterations and decorations;
- 2 business books, documents, computer systems records and programmes, designs or plans but only for the cost of the materials, labour and computer time necessary to reproduce them;
- 3 patterns, models and moulds but only for the cost of the materials and labour necessary to reproduce them;
- 4 personal effects other than MONEY and/or MONETARY DOCUMENTS of any director, EMPLOYEE or visitor not exceeding £1,000 for any one person; and
- 5 wines and spirits used solely for entertainment purposes.

The following PROPERTY is excluded from the definition of CONTENTS:

- 1 landlords' fixtures and fittings;
- 2 STOCK;
- 3 COMPUTER EQUIPMENT;
- 4 gaming, amusement or external vending machines;
- 5 motor vehicles licensed for road use, including their accessories;
- 6 deeds, bonds, bills of exchange or MONEY or MONETARY DOCUMENTS;
- 7 explosives; and
- 8 living creatures, pets or livestock.

CORONAVIRUS

CORONAVIRUS means:

- 1 any coronavirus;
- 2 any disease caused by a coronavirus;
- 3 any mutation or variation of any coronavirus or of any disease caused by a coronavirus;
- 4 any threat, fear or anticipation of any coronavirus, any disease caused by a coronavirus, or any mutation or variation of any such coronavirus or disease.

DAMAGE

Accidental physical loss, destruction or damage.

DECLARED VALUE

YOUR assessment of the cost of reinstating each ITEM OF PROPERTY at the start of the PERIOD OF INSURANCE, where the BASIS OF COVER is shown in YOUR schedule as Day One Reinstatement. The DECLARED VALUE should include an allowance for:

- 1 any additional cost of reinstatement to comply with the requirements of the public authorities including in the United Kingdom, the Channel Islands, the Isle of Man or the European Union;
- 2 professional fees; and
- 3 debris removal costs.

EMPLOYEE

Any person working for YOU in connection with YOUR BUSINESS who is:

- 1 under a contract of service or apprenticeship with YOU;
- 2 a labour master, labour-only sub-contractor or a person supplied by either of them;
- 3 self-employed;
- 4 working under a recognised work experience or training scheme;
- 5 a voluntary helper;
- 6 borrowed by or hired to YOU; or
- 7 a director of the company.

EPIDEMIC

The occurrence of an infectious disease in humans in a locality, population or region, that is classified or declared as an epidemic by any national, regional or local government authority, public health authority or other competent authority.

EXCESS

The amount or, where expressed as a percentage, the proportion of each loss for which YOU are responsible which will be deducted from any claim payment, after all other terms and conditions (including any underinsurance condition) of this policy have been applied.

ILLNESS

Any illness, disease, medical complaint or condition which is not an ACCIDENT contracted in Europe, Australia, Canada, New Zealand, the Republic of South Africa or the United States of America.

INJURY

Bodily injury, death, disease, illness and/or medically recognised psychiatric injury.

INSURED PERIL

A peril which is listed on YOUR schedule as being insured.

ITEM OF PROPERTY

Any individual article or category of articles of PROPERTY to which an individual sum insured is attached in YOUR schedule.

MONEY

Cash, bank currency notes, uncrossed cheques and postal orders, luncheon vouchers, unused postage stamps, trading and National Insurance stamps not fixed to cards, National Savings stamps, unexpired units in franking machines and gift vouchers, lottery and other prize scratch cards, utility vouchers, top-up cards and mobile phone vouchers belonging to YOU or for which YOU are responsible in connection with YOUR BUSINESS.

MONETARY DOCUMENTS

Crossed cheques and postal orders and bankers' drafts, National Insurance stamps fixed to cards, National Savings certificates, premium bonds, credit card sales vouchers or receipts, VAT purchase invoices and any other money instruments which are non-negotiable belonging to YOU or for which YOU are responsible in connection with YOUR BUSINESS.

PANDEMIC

The occurrence of an infectious disease in humans in a locality, population or region, that crosses international boundaries and that is classified or declared as a pandemic by the World Health Organisation (or any replacement or equivalent body), or any government or other competent authority.

PERIOD OF INSURANCE

The period of insurance specified on YOUR schedule.

POLLUTION

All pollution or contamination of PROPERTY or of water or land or the atmosphere.

PREMISES

The premises shown on YOUR schedule comprising the BUILDINGS or BUILDINGS of which YOU are the sole occupier (unless otherwise shown on YOUR schedule) in connection with YOUR BUSINESS and the land within the boundaries belonging to them.

PROPERTY

Material property.

SLAUGHTER ON HUMANE GROUNDS

Slaughter:

- 1 with OUR prior consent; or
- 2 where a VET has certified it necessary to carry out immediate slaughter because it would be cruel to keep the animal alive.

STOCK

Stock and materials in trade owned by YOU or for which YOU are responsible.

TERRORISM

- 1 For liability insurances:
An act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- 2 For all other insurances:
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 His Majesty's government in the United Kingdom or any other government de jure or de facto.

TRAILER

An unpowered wheeled vehicle, implement or machine, including fixed equipment and accessories, that has been designed to be towed by a mechanically propelled vehicle and which is owned by YOU or is in YOUR custody or control excluding:

- 1 a mechanically propelled vehicle, whether disabled or not;
- 2 a trailer that is insured under an NFU Mutual Agricultural Vehicle policy and / or
- 3 a caravan, trailer tent or horse trailer unless used for business or professional purposes.

UNOCCUPIED

Unoccupied, untenanted or not actively used by YOU or any of YOUR tenants for a period of more than 30 consecutive days.

VET

A veterinary surgeon registered with the Royal College of Veterinary Surgeons.

WE, US, OUR

The National Farmers Union Mutual Insurance Society Limited.

YOU, YOUR

The legal entity/entities shown on YOUR schedule as being the Policyholder.

General Exclusions

The following exclusions apply to the whole of this policy including any cover extensions and endorsements unless otherwise stated:

WE will not pay for:

- 1 losses directly or indirectly caused or contributed to by;
 - a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation or requisition or destruction of or damage to PROPERTY by or under the order of any government, public or local authority, other than for insurance provided under the Employers' Liability section;
 - b) TERRORISM unless stated otherwise in the policy. If WE allege that this General Exclusion applies to any claim, the burden of proving the contrary will be upon YOU. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect;
 - c) pressure waves arising from aircraft and other aerial devices travelling at sonic or supersonic speeds;
 - d) the use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss, other than for insurance provided under the Employers' Liability and/or Environmental Liability sections;
 - e) ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel;
 - f) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component; and/or
 - g) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 2 loss of market value beyond the cost of repair, replacement or reinstatement of PROPERTY.
- 3 any CYBER LOSS.
For the purpose of this Exclusion:

CYBER LOSS

means any loss, DAMAGE, liability, expense, fines or penalties or any other amount directly or indirectly arising from:

- a) the use or operation of any COMPUTER SYSTEM or COMPUTER NETWORK;
- b) the reduction in or loss of ability to use or operate any COMPUTER SYSTEM, COMPUTER NETWORK or DATA;
- c) access to, processing, transmission, storage or use of any DATA;
- d) inability to access, process, transmit, store or use any DATA;
- e) any threat of or any hoax relating to a), b), c), or d) above;
- f) any error or omission or accident in respect of any COMPUTER SYSTEM, COMPUTER NETWORK or DATA.

COMPUTER SYSTEM

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

COMPUTER NETWORK

means a group of COMPUTER SYSTEMS and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange DATA.

DATA

means information used, accessed, processed, transmitted or stored by a COMPUTER SYSTEM.

For all insurances other than Public Liability, Products Liability or Legal Expenses General Exclusion 3 will not exclude subsequent DAMAGE (not otherwise excluded) which itself results from fire, aircraft, explosion, earthquake, escape of water, impact, riot or malicious persons, sprinkler leakage, subsidence and theft otherwise insured by this policy.

- 4 WE will not pay for any DAMAGE caused by or in connection with the property being used by YOU, YOUR tenant or any other lawful visitor for the conduct or attempted conduct of illegal activity.
- 5 WE will not pay for any loss, liability, DAMAGE, claim, costs or expenses of whatever nature, directly or indirectly caused by, contributed to, attributable to, resulting from or in connection with:
 - a) any EPIDEMIC or PANDEMIC;
 - b) CORONAVIRUS; and/or
 - c) any legislation or regulations passed, or measures, restrictions or requirements imposed or advised, in each case by any national, regional or local government authority, public health authority or other competent authority, relating to the prevention, control or suppression of any EPIDEMIC, PANDEMIC or CORONAVIRUS

other than for insurance provided under the Terrorism, Engineering Inspection, Employers' Liability, Public and Products Liability, Contractors' Public and Products Liability, Property Owners' Liability, Commercial Legal Expenses or Group Personal Accident sections.

General Conditions

The following conditions apply to the whole of this policy including any cover extensions and endorsements unless otherwise stated:

Alteration in Risk

YOU will not be insured under this policy if:

- 1 YOUR interest ceases, except by will or operation of law; or
- 2 there is a change in circumstances, which alters the risk.

YOU are required to tell US of any change of circumstances that arise after the start of this insurance. If YOU are not sure whether a change in circumstances needs to be disclosed, YOU should disclose it.

Automatic Reinstatement

Provided that YOU pay any additional premium that WE require, the insurance by this policy will not be reduced by the amount of any loss unless:

- 1 either YOU or WE advise to the contrary; or
- 2 the applicable section of this policy specifically provides to the contrary.

Cancellation of the Policy

YOU may cancel YOUR policy by writing to US or calling US. WE will then refund part of YOUR premium unless YOU have made a claim in the current PERIOD OF INSURANCE.

WE may cancel YOUR policy at any time by giving YOU 14 days' notice in writing. OUR cancellation letter will be sent to the latest address WE have for YOU.

The reasons why YOUR policy may be cancelled include, but are not limited to:

- 1 where YOU or anyone acting for YOU commits fraud or makes a misrepresentation in order to gain an advantage under any aspect of YOUR policy;
- 2 where a change in YOUR circumstances means that WE can no longer provide cover;
- 3 failure to comply with policy terms and conditions;
- 4 use of threatening or abusive behaviour or language, or intimidating or bullying of OUR staff or suppliers;
- 5 if YOU default under OUR Credit Agreement to pay the premium, cover under YOUR policy will cease in accordance with the conditions of the Credit Agreement.

If WE cancel YOUR policy WE will refund the part of YOUR premium applying to the remaining PERIOD OF INSURANCE unless fraud or misrepresentation has been identified or a claim has been made when WE may not refund any premium.

Compliance with Terms

WE will not pay YOUR claim unless YOU and all other persons insured by this policy observe and comply with all the terms and conditions of this policy, whether contained in these General Conditions or elsewhere.

Duplicate Records

We will not pay YOUR claim for book debts or Property Cover Extension Computer Equipment Breakdown unless, throughout the PERIOD OF INSURANCE:

- 1 all YOUR data records are backed up at least once every 14 days and stored off site or in a fire proof cabinet;
- 2 adequate back up facilities are provided to ensure that all essential business information and software can be recovered following a breakdown; and
- 3 back up arrangements for individual systems are tested at least once a year.

Designation Clause

In determining the item under which PROPERTY is insured WE will accept the description given in YOUR business records.

Fraud and Misrepresentation

If YOU or anyone acting for YOU:

- 1 makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent declaration, statement or other device; and/or
- 2 intentionally misrepresents and/or misdescribes or withholds any material relevant to this insurance;

WE will not pay any part of YOUR claim or any claim which YOU have made or which YOU may make under the policy and WE will have the right to:

- 1 avoid, or at OUR option, cancel the policy without returning any premium that YOU have paid;
- 2 recover from YOU any amounts that WE have paid in respect of any claim, whether such claim was made before or after the fraudulent claim; and/or
- 3 refuse any other benefit under the policy.

Interested Parties

At YOUR request, WE agree to note any interest in the PROPERTY shown on YOUR schedule which YOU are required to include. In the event of DAMAGE occurring which results in a claim under this policy, YOU agree to disclose the nature and extent of such interest prior to the settlement of any claim.

Non-invalidatio

No act, omission or alteration which is unknown to YOU or beyond YOUR control will invalidate this policy provided that YOU inform US of any increased risk as soon as YOU become aware of it.

Payment of Premium

- 1 If YOU pay the premium using OUR direct debit instalment scheme, WE have the right to renew this policy each year and continue to collect premiums using this method. WE may vary the terms of the policy (including the premium) at renewal. WE will not renew this policy, provided that YOU tell US before YOUR next renewal date that YOU do not want to renew.
- 2 Where WE refer in the policy to the payment of premiums, this will include payment by monthly instalments. If YOU pay by this method, this policy remains an annual contract. The date of payment and the amount of the instalments are governed by the terms of the credit agreement. If an instalment is not received by a due date then, subject to the Consumer Credit Act 1974 (if it applies), the credit agreement and this policy will be cancelled immediately, unless WE agree otherwise.

Personal Legal Representatives

If YOU die, WE will provide indemnity to YOUR personal legal representatives for any liability YOU had previously incurred under this policy, provided that the personal legal representatives keep to the terms and conditions of the policy.

Premium Adjustment

If YOUR premium is based on estimates that YOU have provided YOU agree that:

- 1 those estimates will be based upon reasonable and objective grounds according to established commercial standards; and
- 2 upon OUR request, YOU will provide within a reasonable time:
 - a) an updated estimate for the coming period of insurance; and/or
 - b) a declaration of any information as WE may require to adjust YOUR premium. Where YOU provide such a declaration YOU will pay any additional premium as may be required or WE will refund any premium to YOU subject to OUR retention of OUR normal minimum premium.

Reasonable Precautions

WE will not pay YOUR claim unless YOU have, throughout the PERIOD OF INSURANCE:

- 1 complied with all legal requirements and regulations imposed by any authority;
- 2 taken reasonable steps to prevent and minimise accidents, loss, injury and damage;
- 3 taken reasonable steps to protect PROPERTY and maintain it in a good state of repair;
- 4 taken reasonable care in the selection and supervision of EMPLOYEES;
- 5 kept books with a complete record of purchases and sales; and
- 6 employed a VET at YOUR own expense when an insured animal is injured or ill and treated that animal in accordance with the VET's recommendations.

Rights of Third Parties

Any person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999, or other subsequent legislation, to enforce the terms of this policy, but this does not affect any right or remedy of a third party which exists or is available apart from this Act.

Right to Survey

WE have the right to conduct a survey of YOUR PREMISES for the purposes of assessment or control of risk.

Surveys, Risk Improvements and Additional Information

If YOUR schedule indicates that this policy has been issued subject to certain survey(s) being undertaken YOU will, within a reasonable time, allow US access to any location that WE may require to undertake those survey(s). If WE are unable to carry out a survey within a reasonable time WE may at OUR election avoid, cancel, suspend or alter the terms of this policy or increase the premium.

If YOUR schedule indicates that this policy has been issued subject to YOU implementing certain risk improvements or providing certain additional information:

- 1 the insurance granted by this policy will automatically cease following the expiry of any deadline indicated in YOUR schedule or any other deadline which WE may specify; or
- 2 if no deadline is indicated in YOUR schedule but YOU fail to implement the improvements or provide the information within a reasonable time WE may at OUR election avoid, cancel, suspend or alter the terms of the policy or increase the premium.

If any survey or additional information reveals factors that adversely influence OUR assessment of the risk WE may at OUR election avoid, cancel, suspend or alter the terms of this policy or increase the premium. WE will communicate any such actions to YOU in writing.

Renewal of the policy

Prior to the renewal date of YOUR policy, WE will send YOU details of:

- 1 the terms on which YOUR policy may be renewed;
- 2 any changes to the policy cover; and
- 3 the actions YOU need to take to renew YOUR policy.

If YOUR payment method for the policy is Direct Debit then YOUR policy will be automatically renewed using the payment details YOU have given to US.

YOU agree that WE may deduct the premium(s) for the renewed policy from YOUR nominated bank account unless YOU tell US that YOU do not wish to continue paying the premium in monthly instalments by Direct Debit, or YOU do not wish to renew YOUR policy.

If YOUR payment method for the policy is not Direct Debit then YOU must contact US before the renewal date to arrange payment.

If YOU do not want to renew YOUR policy or YOU want to change the payment method YOU must contact US prior to renewal unless WE have told YOU, in writing, that this is unnecessary.

If WE do not want to offer renewal of YOUR policy WE will contact YOU in writing in accordance with the Cancellation General Condition.

Claims Conditions

The following conditions apply to the whole of this policy including any cover extensions and endorsements unless otherwise stated:

Action by YOU

- 1 WE will not pay YOUR claim unless YOU:
 - a) tell US as soon as possible about anything that happens which may give rise to a claim and give US all the assistance that WE require;
 - b) tell US and the police immediately and in any event within seven days if the DAMAGE arises from a criminal act, riot or malicious persons;
 - c) immediately send to US unanswered all communications from any third parties in relation to any event which may result in a claim under this policy;
 - d) supply, at YOUR own expense, details of the claim in writing including any supporting information or evidence that WE require;
 - e) take all reasonable action to minimise any loss and avoid further loss; and
 - f) provide US with full details of any parties which have a legal interest in the PROPERTY which is the subject of the claim.
- 2 WE will not pay YOUR claim if YOU admit, deny, negotiate or settle any claim without OUR prior consent.

OUR Rights

- 1 WE have the right to settle a claim by:
 - a) payment of money; and/or
 - b) reinstatement, replacement or repair of YOUR PROPERTY in a reasonable manner but not necessarily to its exact previous condition or appearance.
- 2 OUR maximum liability will be the sum insured or limit of indemnity shown on YOUR schedule unless otherwise stated.
- 3 WE are entitled to:
 - a) take the benefit of YOUR rights against another person before or after WE have paid a claim; and/or
 - b) take over the defence or settlement of a claim;and YOU will give US all reasonable assistance.
WE will not use this right to enforce or pursue a settlement against:
 - a) any company which is YOUR parent or subsidiary; or
 - b) any company which is a subsidiary of a parent of which YOU are also a subsidiary.For the purpose of this Claims Condition, 'subsidiary' will have the meaning given to it by section 1159 of the Companies Act 2006 or any subsequent amendments to that provision.
- 4 WE will have sole control of all claims procedures and settlements for all claims made against YOU.
- 5 WE may free OURSELVES from any further liability by paying to YOU:
 - a) the limit of indemnity;
 - b) the sum insured; or
 - c) any smaller amount for which the claim can be settled;after deducting any payments already made. WE will pay legal costs that have been incurred with OUR prior consent up to the date of such payment.

Claims Control

If WE are paying a claim for INJURY or DAMAGE:

- 1 WE are entitled to the value of any salvage;
- 2 WE have the right to enter the PREMISES in which the DAMAGE occurred and to take possession of the DAMAGED PROPERTY;
- 3 YOU are required to retain without alteration or repair all PROPERTY connected with the DAMAGE or INJURY, unless WE tell YOU otherwise, or such action is prohibited by legislation;
- 4 YOU are required to inform US at least 24 hours before disposing of any carcase (other than disposal following death by anthrax or slaughter under any official scheme rules relating to the eradication of a specific disease); and
- 5 YOU are not to abandon PROPERTY to US whether WE have taken possession of it or not.

Arbitration

Where WE have accepted a claim but there is disagreement over the amount to be paid, the dispute will be referred to an arbitrator, appointed in accordance with section 16 of the Arbitration Act 1996. YOU may not take any legal action against US until the arbitrator has reached a decision.

Contribution

If there is another policy covering the same PROPERTY or liability, WE will be liable only for OUR proportionate share. If such other policy has a provision which prevents it from contributing in a like manner, the most WE will pay will be any amount in excess of that which would have been payable under the other policy had this policy not been in force.

Subrogation

YOU and any other person entitled to the benefit of this policy will take all necessary steps to preserve and/or enforce rights against any other party before or after WE make any payment.

Perils

YOUR schedule will show which of the following perils are insured by each section.

Fire

- 1 Fire excluding DAMAGE arising from:
 - a) explosion resulting from fire;
 - b) earthquake or subterranean fire;
 - c) its own spontaneous fermentation or self-heating of PROPERTY or its undergoing any heating process or any process involving the application of heat; and/or
 - d) electrical plant or appliances:
 - i. over-running;
 - ii. short-circuiting; and/or
 - iii. self-heating;but this will not exclude DAMAGE arising from the spread of fire to other plant or appliances or other PROPERTY;
- 2 Lightning;
- 3 Explosion:
 - a) of gas; and/or
 - b) of boilers;used for domestic purposes only but excluding DAMAGE arising from earthquake or subterranean fire.
- 4 Escape of fertiliser from any storage tank at the PREMISES;
- 5 Escape of oil from a fixed heating installation or connected apparatus;
- 6 Falling television or radio aerials or aerial fittings or masts; and/or
- 7 Falling trees or parts of trees, but excluding:
 - a) DAMAGE caused during a felling or lopping operation;
 - b) DAMAGE caused to fences, gates or hedges; and/or
 - c) the cost of removing fallen trees, unless they have given rise to a valid claim.

Aircraft

Aircraft or other aerial devices or articles dropped from them.

Earthquake

Earthquake or subterranean fire.

Escape of Water

Escape of water from any tank, apparatus or pipe, excluding DAMAGE arising;

- 1 from water discharged from or leaking from any automatic sprinkler installation in the PREMISES;
- 2 if the BUILDING is UNOCCUPIED.

Explosion

Explosion excluding DAMAGE:

- 1 arising from or consisting of the bursting by steam pressure of any boiler (other than a boiler used for domestic purposes), economiser or other vessel, machine or apparatus belonging to YOU or under YOUR control in which internal pressure is due to steam only; and/or
- 2 to any vessel, machinery or apparatus, or its contents, belonging to YOU or under YOUR control, which requires to be inspected to comply with any statutory regulations, unless there is in force a policy of insurance or other contract providing all inspection required by law. This exclusion will not apply to any subsequent DAMAGE which arises from a cause which is not otherwise excluded.

Flood

Flood excluding DAMAGE:

- 1 arising from storm or frost;
- 2 arising from subsidence, ground heave, landslip or escape of water from any tank, apparatus or pipe, whether resulting from flood or otherwise;
- 3 arising from a change in the water table level;
- 4 to fences, gates, hedges or moveable PROPERTY in the open other than TRAILERS;
- 5 to growing crops:
 - a) in the open;
 - b) under polythene covered structures which have been de-skinned or where the covering or part of the covering has been rolled up; and/or
 - c) crops under frames, cloches or Dutch, English or pit lights;
- 6 to livestock in the open;
- 7 to Spanish tunnels, temporary, portable or mobile tunnels or to PROPERTY contained in any of them, unless shown on YOUR schedule as insured;
- 8 to BUILDINGS, glasshouses, greenhouses or structures clad with plastic or polythene, if they are not in a good state of repair, or to PROPERTY contained in any of them;
- 9 to PROPERTY contained in BUILDINGS, glasshouses, greenhouses or structures clad with plastic or polythene if they are open-sided or partly open-sided;
- 10 to polythene covered structures or any PROPERTY contained in them, unless the polythene covering has been maintained in good condition, correctly tensioned and securely attached to the structure; and/or
- 11 to plastic or polythene-covered structures, or PROPERTY contained in them, in respect of Business Interruption cover only, unless both the structure and the covering are insured under the Property section against DAMAGE by the peril of flood.

Impact

Impact by any vehicle or animal, excluding DAMAGE:

- 1 arising from theft or attempted theft;
- 2 a) to growing crops in the open; and/or
b) to animals;
caused by any animal belonging to YOU or under the control of YOU or any EMPLOYEE;

Riot or Malicious Persons

Riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances and malicious persons, excluding DAMAGE arising from:

- 1 cessation of work;
- 2 theft or attempted theft;
- 3 malicious persons if the BUILDING is UNOCCUPIED.

Sprinkler Leakage

Accidental escape of water from any fixed automatic sprinkler installation within the BUILDINGS, excluding DAMAGE arising from:

- 1 explosion, earthquake, subterranean fire or heat arising from fire; and/or
- 2 the repair, alteration or extension of the BUILDINGS or sprinkler installation.

Storm

Storm, hail and weight of snow excluding DAMAGE:

- 1 arising from frost, subsidence, ground heave, landslip or escape of water from any tank, apparatus or pipe, whether resulting from storm or otherwise;
- 2 arising from:
 - a) escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam; and/or
 - b) inundation from the sea;whether resulting from storm or otherwise;
- 3 arising from a change in the water table level;
- 4 to fences, gates, hedges or movable PROPERTY in the open other than TRAILERS;
- 5 to growing crops:
 - a) in the open;
 - b) under polythene covered structures which have been de-skinned or where the covering or part of the covering has been rolled up; and/or
 - c) under frames, cloches or Dutch, English or pit lights;
- 6 to livestock in the open;
- 7 to Spanish tunnels, temporary, portable or mobile tunnels or to PROPERTY contained in any of them, unless shown on YOUR schedule as insured;
- 8 to BUILDINGS, glasshouses, greenhouses or structures clad with plastic or polythene, if they are not in a good state of repair, or to PROPERTY contained in any of them;
- 9 to PROPERTY contained in BUILDINGS, glasshouses, greenhouses or structures clad with plastic or polythene if they are open-sided or partly open-sided (except damage arising from collapse or partial collapse of the roof caused by weight of snow);
- 10 to polythene covered structures or PROPERTY contained in them, unless the polythene covering has been maintained in good condition, correctly tensioned and securely attached to the structure; and/or
- 11 to plastic or polythene-covered structures, or PROPERTY contained in them, in respect of Business Interruption cover only, unless both the structure and the covering are insured under the Property section against DAMAGE by the peril of storm.

Straying

Violent, external and visible accident or poisoning or drowning:

- 1 while on any public thoroughfare, sale yard, market or agricultural showground, or while straying from any of these locations; or
- 2 arising from livestock straying from their normal confines immediately prior to the loss;

Excluding:

- 1 losses while in, on being loaded onto or being unloaded from a vehicle or trailer;
- 2 losses from the intentional shooting of livestock unless they are a danger to any person or PROPERTY; and/or
- 3 worrying.

Subsidence

Subsidence, ground heave or landslip, excluding DAMAGE:

- 1 arising from the movement or settlement of made-up ground;
- 2 arising from coastal or river erosion;
- 3 arising from defective design, workmanship or the use of defective materials;
- 4 arising from normal settlement or bedding down of structures within two years of their completion or during the contract maintenance period, whichever is the longer;
- 5 arising from any building, demolition or excavation works being carried out on any adjoining site unless WE are aware of and have confirmed acceptance of such work;

- 6 to land, yards, car parks, roads, pavements, landlord's fixtures and fittings, security lighting and cameras, walls, gates, fences, fixed fuel oil tanks and fixed diesel tanks at the PREMISES unless also affecting a building insured by this policy;
- 7 to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of the BUILDINGS suffer DAMAGE at the same time and from the same cause; and/or
- 8 while the BUILDINGS or any part of them are in the course of erection, demolition, structural alteration or structural repair.

Theft

Where this peril applies to:

- 1 BUILDINGS;
- 2 Contractors All Risks; or
- 3 any other item where YOUR schedule shows the location as "United Kingdom", "European Union and United Kingdom, Channel Islands, Isle of Man" or "Worldwide":

Theft or attempted theft excluding DAMAGE arising:

- 1 by or in collusion with an EMPLOYEE or person lawfully on the PREMISES;
- 2 if the BUILDING is UNOCCUPIED.

Otherwise:

Theft or attempted theft:

- 1 involving forcible and violent entry to or exit from the BUILDINGS; and/or
- 2 following assault or violence or the threat of assault or violence to YOU or any EMPLOYEE; excluding:
- 3 DAMAGE arising by or in collusion with an EMPLOYEE or person lawfully on the PREMISES;
- 4 DAMAGE if the BUILDING is UNOCCUPIED;
- 5 PROPERTY in the open or in open-fronted or open-sided BUILDINGS unless shown on YOUR schedule as insured.

Worrying

Worrying by dogs not belonging to YOU, or wild animals.

Accidental Damage

DAMAGE from any other cause excluding:

- 1 DAMAGE arising from:
 - a) fire, explosion, aircraft, riot or malicious persons, earthquake, storm, flood, escape of water, impact, sprinkler leakage, subsidence, theft, computer equipment breakdown, machinery breakdown, poultry - breakdown, poultry - any violent, accidental and visible cause, poultry - heat stress, straying or worrying or any of the exclusions to these perils or optional cover extensions whether insured by this policy or not;
 - b) inherent vice, latent defect, gradual deterioration, frost, wear and tear, faulty or defective design or materials, other than subsequent DAMAGE which arises from a cause not otherwise excluded;
 - c) faulty or defective workmanship by YOU or any EMPLOYEES;
 - d) operational error or omission by YOU or any EMPLOYEES;
 - e) rust, corrosion, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, wet or dry rot, fungus, mould and spores of any type, vermin or insects;
 - f) change in temperature, colour, flavour, texture or finish;
 - g) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping connected to them;
 - h) mechanical or electrical breakdown or derangement of any machine, apparatus or equipment other than subsequent DAMAGE which results from a cause which is not otherwise excluded;
 - i) escape of flue gases or fumes;
 - j) the deliberate act of a supplier withholding the supply of water, gas, electricity or fuel;
 - k) POLLUTION, other than DAMAGE which results from a cause not otherwise excluded;
 - l) disappearance, unexplained inventory shortage or the misfiling or misplacing of information; and/or
 - m) the failure of seeds to germinate.

- 2 DAMAGE to:
 - a) any BUILDING or structure arising from its own collapse or cracking, but WE will not exclude subsequent DAMAGE which results from a cause which is not otherwise excluded;
 - b) gates, fences and moveable PROPERTY in the open arising from wind, rain, hail, sleet, snow or dust;
 - c) PROPERTY arising from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, repair or its use as a tool;
 - d) jewellery, precious stones or metals, bullion, furs, curiosities, works of art or rare books;
 - e) glass and sanitary ware (other than fixed glass and sanitary ware), china, earthenware, marble or other fragile or brittle objects;
 - f) MONEY and MONETARY DOCUMENTS or securities of any description;
 - g) vehicles licensed for road use (including accessories on them), railway locomotives and rolling stock, watercraft or aircraft;
 - h) PROPERTY or structures in the course of construction or erection and materials or supplies in connection with such PROPERTY or structures; and/or
 - i) land, roads, pavements, piers, jetties, bridges, culverts or excavations;
 unless specifically shown as insured on YOUR schedule.
- 3 DAMAGE to livestock, growing crops or trees.

Poultry - Breakdown

- 1 Breakdown or failure of machinery or plant on the PREMISES, excluding DAMAGE to machinery or plant arising from:
 - a) its own mechanical or electrical breakdown;
 - b) explosion due to internal fluid (including steam, gas or air) pressure;
 - c) wear and tear and gradual deterioration; and/or
 - d) gradually developing defects, flaws, deformation, distortion, cracks or partial fractures. but not loss resulting from such breakdown or failure; and
- 2 Failure of the public supply of electricity, gas or water other than arising from the deliberate act of the supply undertaking, except where the action is taken for the purpose of public safety or to avoid DAMAGE to the supply undertaking.

Poultry - Heat Stress

Heat stress other than where the stocking density at the time of the DAMAGE exceeds the levels stipulated in the relevant welfare codes.

Poultry - any Violent, Accidental and Visible Cause

Any violent, accidental and visible cause, excluding DAMAGE arising from:

- 1 fire, explosion, aircraft, riot or malicious persons, earthquake, storm, flood, subsidence, impact, theft, poultry - breakdown and poultry - heat stress and any of the exclusions to these perils as above, whether insured by this policy or not;
- 2 cannibalism, pecking, disease or poisoning;
- 3 wear, tear and gradual deterioration, wet or dry rot, fungus, mould and spores of any type;
- 4 cracks or partial fractures in buildings or machinery or plant;
- 5 cessation of work;
- 6 inadequacy of heating, ventilation, food or drink;
- 7 the process of collecting poultry prior to despatch from the PREMISES; and/or
- 8 any animal belonging to YOU.

Property

Please refer to YOUR schedule to see if this is operative.

Definition

GEOGRAPHICAL LIMITS

United Kingdom, the Channel Islands and the Isle of Man.

The Cover

WE will pay for DAMAGE arising from an INSURED PERIL during the PERIOD OF INSURANCE to PROPERTY shown on YOUR schedule, provided that the DAMAGE occurs at the location shown on YOUR schedule for such PROPERTY.

The most WE will pay in the event of insured DAMAGE is:

- 1 where the BASIS OF COVER is anything other than Day One Reinstatement, the sum insured shown on YOUR schedule for the ITEM OF PROPERTY adjusted for any Index Linking due; or
- 2 where the BASIS OF COVER is Day One Reinstatement, the sum insured shown on YOUR schedule for the ITEM OF PROPERTY; or
- 3 any other maximum amount payable or limit shown on YOUR schedule, whichever is less.

Cover Extensions

These cover extensions will apply only where the loss arises during the PERIOD OF INSURANCE but only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the sums insured, limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

Accidental Breakage of Fixed Glass

WE will pay for accidental breakage of:

- 1 fixed glass in windows, doors, showcases, counters and shelves; and/or
- 2 fixed sanitary ware;

for which YOU are responsible in the PREMISES.

WE will also pay for:

- 1 the cost of boarding up and providing a temporary door until the broken glass is replaced;
- 2 DAMAGE to ITEMS OF PROPERTY shown on YOUR schedule and arising from broken glass;
- 3 DAMAGE to frames or framework of any description and the cost of removing and replacing ITEMS OF PROPERTY shown on YOUR schedule which may have to be removed in order to replace the glass; and
- 4 replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on the glass.

WE will not pay for DAMAGE:

- 1 to cracked or scratched glass;
- 2 resulting from repairs or alterations to the PREMISES; or
- 3 when a BUILDING or part of a BUILDING becomes UNOCCUPIED.

In the event of broken glass YOU can call OUR dedicated glass claim telephone number. Please provide YOUR name, address and policy number. They will arrange for replacement at a convenient time for YOU and bill US direct so that YOU only have to pay the EXCESS and any value added tax.

Alterations and Additions

WE will pay for DAMAGE arising from an INSURED PERIL to:

- 1 newly acquired ITEMS OF PROPERTY other than STOCK within the GEOGRAPHICAL LIMITS; and
 - 2 alterations, additions and improvements to ITEMS OF PROPERTY other than STOCK at any of the PREMISES shown on YOUR schedule;
- which are not otherwise insured.

YOU are required to tell US as soon as possible, but in any event within 90 days, of any acquisition, alteration, addition or improvement and increase YOUR insurance cover with US. Cover under this extension will apply for a maximum period of 90 days after the relevant acquisition, alteration, addition or improvement is made.

WE will not pay for appreciation in value.

The most WE will pay is 10% of the total of the sums insured shown on YOUR schedule for YOUR ITEMS OF PROPERTY other than STOCK subject to a maximum overall limit of £500,000 for any one loss. This cover is in addition to the sum insured.

Asbestos Removal

If WE pay for DAMAGE to BUILDINGS WE will also pay costs for which YOU are responsible to remove any asbestos waste or PROPERTY contaminated by it.

The most WE will pay for any one loss is shown on YOUR schedule. This cover is in addition to that stated in the Debris Removal Costs cover extension.

Change of Temperature

WE will pay for DAMAGE to PROPERTY shown on YOUR schedule arising from change of temperature resulting from destruction or disablement of refrigerating, electrical or conditioning plant or apparatus arising from an INSURED PERIL.

Computer Additional Costs

WE will pay necessary and reasonable costs (including overtime working) to effect a temporary repair or to expedite the permanent repair of DAMAGE to any computer for which WE are paying a claim under this section.

The most WE will pay for any one loss is £1,500. This is in addition to the sum insured.

Contract Price

If goods sold but not yet delivered to a customer for which YOU remain responsible suffer DAMAGE by an INSURED PERIL and the customer lawfully cancels the contract, WE will pay the price that would have been payable under the contract.

Customers' Goods

Unless otherwise shown on YOUR schedule, customers' goods are included as STOCK, if YOU are responsible for DAMAGE to them and they are not more specifically insured.

Damage to Underground Services

WE will pay for DAMAGE to underground pipes, cables or tanks servicing BUILDINGS shown on YOUR schedule.

Debris Removal Costs

WE will pay necessary and reasonable costs incurred in:

- 1 removing debris;
- 2 dismantling or demolishing; or
- 3 shoring or propping up;

following DAMAGE arising from an INSURED PERIL to PROPERTY shown on YOUR schedule.

WE will not pay for costs incurred in removing debris other than from the PREMISES themselves and the area immediately adjacent to them.

Drains and Gutters

WE will pay necessary and reasonable costs to clean and clear drains, sewers or gutters for which YOU are responsible following DAMAGE arising from an INSURED PERIL to PROPERTY shown on YOUR schedule. This is in addition to the sum insured.

European Union and Public Authorities

WE will pay the additional cost of reinstating or restoring PROPERTY shown on YOUR schedule which is incurred solely to comply with the minimum requirements of any applicable United Kingdom, Channel Islands, Isle of Man or European Union legislation, Act of Parliament or bye-laws of any public authority provided that the obligation to comply with the requirements is the direct result of DAMAGE arising from an INSURED PERIL to the PROPERTY shown on YOUR schedule.

WE will not pay for:

- 1 the cost of complying with any requirement:
 - a) in connection with DAMAGE not insured by this section;
 - b) in connection with DAMAGE which occurred before the PERIOD OF INSURANCE;
 - c) which had been notified to YOU before the DAMAGE occurred;
 - d) which had to be implemented within a fixed period in any event had the DAMAGE not occurred; and/or
 - e) which YOU would have been required to comply with in any event had the DAMAGE not occurred.
- 2 the cost of repairing or restoring PROPERTY or parts of the PROPERTY, other than foundations, which have not suffered DAMAGE.
- 3 loss or expense in connection with an application for, granting, enforcement or refusal of planning permission unless agreed by US.
- 4 any charge or assessment arising out of capital appreciation arising from compliance with the stipulations.

Fire Extinguishment Costs

WE will pay the following costs which are the direct result of DAMAGE arising from an INSURED PERIL to PROPERTY shown on YOUR schedule:

- 1 refilling fire extinguishing appliances;
- 2 recharging halon gas and CO² flooding systems;
- 3 replacing used sprinkler heads;
- 4 refilling sprinkler tanks where water costs are metered; and
- 5 resetting fire and intruder alarm systems.

This is in addition to the sum insured.

Fuel Spillage Clean-up Costs

WE will pay the costs of removing spilt fuel from YOUR land following accidental escape of fuel arising from an INSURED PERIL.

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

Landscaped Grounds

If as a result of DAMAGE arising from an INSURED PERIL to PROPERTY shown on YOUR schedule, the emergency services DAMAGE landscaped grounds at the PREMISES for which YOU are legally responsible WE will pay the reasonable costs and expenses of repairing or reinstating those grounds.

WE will not pay for the failure of seeds to germinate, or of trees, shrubs or turf to become established following planting or replanting.

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

Loss of Metered Water

If metered water is lost as a direct result of DAMAGE to any fixed water pipe, apparatus and/or tank insured by this section WE will pay the additional charges imposed on YOU by the water supply authority for such loss.

The most WE will pay for any one loss is £10,000. This is in addition to the sum insured.

Mortgagees

The act or neglect of any mortgagor, leaseholder, lessee or occupier of YOUR BUILDINGS which increases the risk of DAMAGE, will not prejudice the interest of a mortgagee, freeholder or lessor in the insurance, provided they advise US on becoming aware of such neglect and pay any additional premium required.

Professional Fees

WE will pay necessary and reasonable architects', surveyors', consulting engineers', legal and other fees which YOU incur in repairing or reinstating PROPERTY shown on YOUR schedule but not for preparing any claim.

Property Temporarily Removed

WE will pay for DAMAGE, arising from an INSURED PERIL, to COMPUTER EQUIPMENT, CONTENTS, STOCK or similar specified ITEMS OF PROPERTY shown on YOUR schedule while temporarily removed from the PREMISES:

- 1 for alteration, cleaning or repair; or
- 2 to a trade exhibition;

within the GEOGRAPHICAL LIMITS. Cover under this extension will apply for no more than 21 consecutive days following removal of the items from the PREMISES.

WE will not pay for personal effects of YOU or any EMPLOYEE.

The most WE will pay is 10% of the sum insured on YOUR COMPUTER EQUIPMENT, CONTENTS, STOCK or similar specified ITEMS OF PROPERTY at their usual PREMISES but not exceeding £50,000 for any one loss.

Re-erection of Contents

WE will pay the necessary and reasonable costs of dismantling, re-erecting and/or re-fitting COMPUTER EQUIPMENT, CONTENTS or similar specified ITEMS OF PROPERTY shown on YOUR schedule which are incurred as a direct result of DAMAGE arising from an INSURED PERIL.

Reinstatement of Data

WE will pay for necessary and reasonable costs of reinstatement, recompilation or replacement of:

- 1 computer software following DAMAGE to COMPUTER EQUIPMENT for which WE have agreed to pay;
- 2 lost, distorted, corrupted or erased programs or data where Computer Equipment Breakdown is insured as an Optional Cover Extension unless otherwise excluded.

WE will not pay for any loss arising from updates from the manufacturer or any software supplier.

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

Rent

If YOUR schedule includes a sum insured for rent, WE will pay any rent which YOU are legally obliged to pay while YOUR BUILDING or part of YOUR BUILDING is unfit for occupation as a result of DAMAGE arising from an INSURED PERIL.

WE will not pay more than the proportion of the sum insured that the period necessary for reinstatement bears to the term of rent insured.

Selling Your Buildings

If, at the time of DAMAGE to YOUR BUILDINGS by an INSURED PERIL, YOU have entered a binding contract to sell YOUR BUILDINGS to a third party purchaser but the sale has not yet completed, WE will pay any indemnity to which YOU would otherwise have been entitled to the purchaser.

Theft Damage to Buildings

Where theft is an INSURED PERIL applying to YOUR contents or stock, WE will pay for DAMAGE to BUILDINGS for which YOU are responsible, arising from theft or attempted theft of YOUR contents or stock.

WE will not pay for:

- 1 theft of the BUILDINGS or any part of them or of landlord's fixtures and fittings; and/or
- 2 DAMAGE to the glass or the cost of boarding up if such DAMAGE or cost is otherwise insured.

Theft of Keys

WE will pay for the replacement of locks following theft of the keys to YOUR BUILDINGS, any safe, strong room or intruder alarm system.

The most WE will pay for any one loss is £2,500. This is in addition to the sum insured.

Trace and Access

WE will pay necessary and reasonable costs incurred with OUR prior consent to locate the source of:

- 1 water escaping from any fixed tank, pipe or apparatus; or
- 2 oil escaping from any heating system;

and making good the DAMAGE arising from the search for which YOU are responsible.

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

Unauthorised Use of Gas, Water or Electricity

WE will pay the costs for which YOU are responsible for gas, water or electricity arising from their unauthorised use by persons occupying the PREMISES without YOUR permission provided that YOU take all practical steps to end the unauthorised use as soon as it is discovered.

The most WE will pay for any one loss is £10,000. This is in addition to the sum insured.

Workmen

YOUR rights and the cover provided under this section will not be prejudiced by the presence of workmen invited onto the PREMISES for the purpose of effecting any minor repairs, additions, alterations, decorations or remedial works.

Optional Cover Extension

Please refer to YOUR schedule to see if operative.

Computer Equipment Breakdown

WE will pay for DAMAGE arising from the complete or partial failure of COMPUTER EQUIPMENT resulting from mechanical or electrical defect of any part causing stoppage of its function, during the PERIOD OF INSURANCE provided the DAMAGE occurs at the location shown on YOUR schedule.

WE will not pay for DAMAGE to COMPUTER EQUIPMENT over five years old unless YOU have in force a maintenance, rental, hire or lease agreement that provides a maintenance and repair service.

The most WE will pay for any one loss is shown on YOUR schedule.

Exclusions

WE will not pay for any:

- 1 DAMAGE arising from POLLUTION, except (unless otherwise excluded) for DAMAGE to PROPERTY shown on YOUR schedule arising from:
 - a) POLLUTION resulting from an INSURED PERIL; and/or
 - b) an INSURED PERIL which results from POLLUTION.
- 2 DAMAGE that does not result directly from the incident that caused YOU to claim, unless more specifically stated in this section.
- 3 DAMAGE to COMPUTER EQUIPMENT, CONTENTS, STOCK or similar specified ITEMS OF PROPERTY, for which YOUR schedule shows cover applies outside the PREMISES, arising from theft or any attempted theft from an unattended vehicle and/or trailer unless:
 - a) all doors and other openings are closed and securely locked and the keys removed; and
 - b) there is forcible and violent entry to the vehicle and/or trailer.
- 4 EXCESS shown on YOUR schedule. However if WE pay for DAMAGE solely to specified CONTENTS with a sum(s) insured not exceeding £2,500 the amount of any EXCESS is reduced to £100 unless more specifically shown on YOUR schedule.

Special Conditions

Declared Value

At the inception of each PERIOD OF INSURANCE, YOU will notify US in writing of the DECLARED VALUE of each ITEM OF PROPERTY where the BASIS OF COVER is shown in YOUR schedule as Day One Reinstatement. In the absence of this, the DECLARED VALUE will be the last value declared by YOU, adjusted to reflect any Index Linking which may apply.

Declared Values are increased, either by 15% or an alternative percentage uplift agreed by US, to provide protection against the effects of inflation and the resultant sum insured is the limit of OUR liability in the event of insured DAMAGE.

Index Linking

Unless revised figures are provided by YOU, at each renewal WE will automatically adjust the sums insured or DECLARED VALUES of YOUR ITEMS OF PROPERTY for inflation, in line with increases in the following indices:

- 1 for BUILDINGS in accordance with BCIS General Building Cost Index; or
- 2 for other ITEMS OF PROPERTY in accordance with the Producer Price Index.

WE may at OUR option use other suitable indices of cost. YOUR existing sums insured or DECLARED VALUES will not be reduced in the event of a negative index value.

Where the BASIS OF COVER shown in YOUR schedule for an ITEM OF PROPERTY is anything other than Day One Reinstatement, this adjustment will continue monthly from renewal to the time of any insured DAMAGE. For ITEMS OF PROPERTY where the BASIS OF COVER is shown as Reinstatement, this adjustment will further continue to the date that the claim is quantified, provided that estimates and tenders are obtained without delay.

WE will not charge any extra premium during the PERIOD OF INSURANCE but at the end of the period WE will calculate the renewal premium on the revised sums insured and/or DECLARED VALUES.

Unoccupied Premises

- 1 YOU will notify US immediately any BUILDING becomes UNOCCUPIED.
- 2 When any BUILDING becomes UNOCCUPIED WE may, at our option, cancel, suspend or alter the terms of the policy and/or increase the premium.
- 3 If a BUILDING is UNOCCUPIED WE will not pay YOUR claim unless, at the time any DAMAGE first occurs, you have complied with each of the following conditions (unless otherwise specifically agreed by US in writing):
 - a) all mains supplies of electricity, gas and water are turned off at the point of entry to the BUILDING (except as necessary to maintain security systems, fire alarms, safety lighting, sprinkler installations and central heating systems);
 - b) all security protections are put into full and effective operation;
 - c) all external doors are kept securely locked;
 - d) all windows are closed and secured;
 - e) all letterboxes and openings are sealed;
 - f) the BUILDING is maintained in a good state of repair;
 - g) all waste, combustible materials and gas bottles within or outside the BUILDING are removed from the PREMISES;
 - h) make a weekly inspection of the whole of the BUILDING both internally and externally and remedy any defects found;
 - i) keep a log of the inspections in h) above including a record of any defects found and remedial action taken, to be available for inspection when requested by US; and
 - j) notify US if the BUILDING is to be occupied by contractors for renovation, alteration or conversion of the BUILDING or if the BUILDING becomes occupied, tenanted or actively used.

Important note - please also read Warranty 1 regarding security protections.

Underinsurance

In the event of insured DAMAGE, OUR liability for YOUR claim will be proportionately reduced if:

- 1 the sum insured, adjusted for any Index Linking due,
 - a) for any ITEM OF PROPERTY comprising STOCK is less than the full cost of repair or replacement at the time of the DAMAGE; or
 - b) where the BASIS OF COVER is shown in YOUR schedule as Reinstatement, is less than 85% of the cost of reinstatement which would have been incurred at the time of reinstatement if the whole of that ITEM OF PROPERTY had been damaged; or
 - c) where the BASIS OF COVER is shown in YOUR schedule as Indemnity, is less than the cost of reinstatement after allowance for wear and tear and depreciation has been deducted, at the time of DAMAGE.
- 2 the DECLARED VALUE for any ITEM OF PROPERTY where the BASIS OF COVER is shown on YOUR schedule as Day One Reinstatement, is less than the cost of reinstatement at the start of the PERIOD OF INSURANCE.

Warranties

The warranties set out below and those applied by endorsement are particularly important to US. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss YOU will lose YOUR right to indemnity or payments for that claim.

YOU warrant that:

- 1
 - a) security protections are put into full and effective operation; and
 - b) external door keys are removed from the PREMISES;
whenever the PREMISES are closed for business or left unattended; and
 - c) when not in use, the keys to any safe or strong room are removed from the PREMISES or kept with YOU or an authorised EMPLOYEE.
- 2 for trade waste and other waste materials:
 - a) all oily or greasy waste and used cleaning cloths will be stored in closed metal receptacles which will be:
 - i. stored in an area specifically designed for this purpose; and
 - ii. removed outside the buildings and all communicating buildings at the end of each working day; and
 - iii. removed from the PREMISES at least once every week;
 - b) all other combustible waste will be swept up each day and deposited in bags or bins which will be:
 - i. stored in an area specifically designed for this purpose; and
 - ii. removed from the PREMISES at least once every week.
- 3 where Storm or Flood are INSURED PERILS, STOCK in basements or cellars is stored on shelves, racks or stillages at least 10 centimetres above floor level.
- 4 all fire extinguishing appliances are maintained in proper working order.
- 5 all fire break doors and shutters are maintained in efficient working order and kept closed or the protection system activated except during working hours.

Settling Claims

In the event of insured DAMAGE to YOUR PROPERTY WE will at OUR option:

- 1 reinstate the DAMAGED PROPERTY by:
 - a) rebuilding or replacing it:
 - i. in any suitable manner; or
 - ii. on another site;
provided that the amount WE pay is not increased beyond what WE would have paid otherwise; or
 - b) repairing or restoring it to a condition equivalent to but not better or more extensive than when new; or
- 2 pay the cost of reinstatement of the DAMAGED PROPERTY, calculated as follows:
 - a) where the PROPERTY is lost or destroyed, the cost of rebuilding or replacing the PROPERTY; or
 - b) where the PROPERTY or part of the PROPERTY is DAMAGED, the cost of repairing and restoring the PROPERTY or the DAMAGED part of the PROPERTY;
to a condition equivalent to but not better or more extensive than when new.

WE will not reinstate or pay the cost of reinstatement:

- 1 unless reinstatement commences and proceeds without unreasonable delay;
- 2 until the cost of reinstatement has actually been incurred and YOU have produced satisfactory invoices in support of the claim;
- 3 where the DAMAGE is insured by any other insurance effected by YOU or on YOUR behalf which is not on the same basis of reinstatement; and/or
- 4 for DAMAGE to STOCK.

If WE do not reinstate the PROPERTY or pay the cost of reinstatement WE will pay:

- 1 the cost of repairing the PROPERTY or any DAMAGED part of it to a condition equivalent to but not better than its condition immediately before the DAMAGE occurred; or
- 2 the difference between the market value of the DAMAGED PROPERTY immediately before the DAMAGE and its market value as a direct result of the DAMAGE;

whichever is lower.

WE will not pay more than the sum insured which would have been payable had the DAMAGED PROPERTY been completely destroyed.

Money & Malicious Attack

Please refer to YOUR schedule to see if this is operative.

Definitions

BODILY INJURY

Bodily injury arising from violent and visible means which directly results in death or disability.

BUSINESS HOURS

Any time when YOU or any EMPLOYEE with responsibility for MONEY are at the PREMISES for the purpose of YOUR BUSINESS.

GEOGRAPHICAL LIMITS

United Kingdom, the Channel Islands and the Isle of Man.

IN TRANSIT

In transit while in the custody of:

- 1 YOU or any EMPLOYEE;
- 2 a bank night safe and while at the bank until becoming the responsibility of the bank.

LOSS OF LIMBS, SIGHT, SPEECH OR HEARING

Total and permanent loss of:

- 1 or loss of use of one or more hands or feet;
- 2 sight in one or both eyes;
- 3 speech; or
- 4 hearing in both ears.

PARTIAL DISABILITY

A disability which prevents YOU or any EMPLOYEE from performing most of their occupation.

TOTAL DISABILITY

A disability which totally prevents YOU or any EMPLOYEE from performing all of their occupation.

The Cover

Money

WE will pay for DAMAGE to MONEY or MONETARY DOCUMENTS within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE.

WE will also pay for DAMAGE arising from theft or attempted theft to:

- 1 safes, strong rooms, tills, cash registers or franking machines which normally contain MONEY; and/or
- 2 any case, bag or waistcoat being used for carrying MONEY.

The most WE will pay for any one item is the limit shown on YOUR schedule.

Malicious Attack

WE will pay the benefits shown on YOUR schedule if YOU or any EMPLOYEE sustain BODILY INJURY as a result of a violent assault arising from theft or attempted theft in the course of YOUR BUSINESS, provided that:

- 1 YOU or any EMPLOYEE are aged between 16 and 70 years.
- 2 WE will only pay a benefit if death or disability occurs within 104 weeks of the date the BODILY INJURY was originally caused.
- 3 if WE pay for death, LOSS OF LIMBS, SIGHT, SPEECH OR HEARING or permanent TOTAL DISABILITY WE will no longer make any payment for temporary TOTAL DISABILITY or temporary PARTIAL DISABILITY.
- 4 payment for temporary TOTAL DISABILITY will be paid at the end of each consecutive four week period of disability.
- 5 for the benefit for temporary TOTAL DISABILITY, the most WE will pay will not exceed 75% of the average weekly earnings before tax of YOU or any EMPLOYEE.

The most WE will pay for any one benefit is the limit shown on YOUR schedule.

Cover Extensions

These cover extensions will apply only where the loss arises during the PERIOD OF INSURANCE but only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

Credit Cards

WE will pay for unauthorised use of any credit, cheque, bank or cash card belonging to YOU or for which YOU are responsible in connection with YOUR BUSINESS within the GEOGRAPHICAL LIMITS.

The most WE will pay for any one loss is £10,000.

WE will not pay:

- 1 for unauthorised use by YOU, any EMPLOYEE or any member of YOUR family;
- 2 unless YOU have met all the terms and conditions of the card company; and/or
- 3 for losses if the card is left unattended unless:
 - a) in the locked boot or locked and covered luggage compartment of a vehicle;
 - b) in a locked building;
 - c) left with hotel security.

Damage to Personal Effects

WE will pay for DAMAGE to personal effects or personal money belonging to YOU or any EMPLOYEE as a result of malicious attack insured by this section.

The most WE will pay for any one person is:

- 1 £100 for personal money; or
- 2 £500 in total.

Professional Counselling Following Malicious Attack

WE will at OUR option pay for professional counselling to help YOU or any EMPLOYEE recover from emotional stress resulting from a malicious attack insured by this section.

The most WE will pay is £1,000 per person but not more than £5,000 for all counselling arising from any one incident.

Exclusions

WE will not pay for:

- 1 loss of MONEY or MONETARY DOCUMENTS from a vehicle which is left unattended or is not under observation in order to prevent any attempt by any person to interfere with the vehicle.
- 2 DAMAGE arising from:
 - a) the dishonest act of any EMPLOYEE:
 - i. not discovered within seven days of the occurrence; and/or
 - ii. where more specifically insured;
 - b) clerical or accounting errors; and/or
 - c) MONEY in the possession of cash agents or door to door or debt collectors.
- 3 losses arising from forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer.
- 4 losses arising from payment methods which prove to be counterfeit, false, invalid, irrecoverable or uncollectible for any reason.

- 5 losses that are not directly associated with the incident that caused YOU to claim, unless more specifically stated in this section.
- 6 death or disablement resulting from or contributed to by an insured person suffering from a pre-existing physical or mental condition.
- 7 DAMAGE more specifically insured.

Special Condition

Medical Evidence

- 1 WE will pay for:
 - a) an INSURED PERSON to have a medical examination; or
 - b) a post mortem to be completed; if required by US.
- 2 YOU or YOUR personal legal representative will supply to US and pay for any:
 - a) certificate;
 - b) information; or
 - c) evidence; in the format WE require.

Warranties

The warranties set out below and those applied by endorsement are particularly important to US. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss YOU will lose YOUR right to indemnity or payments for that claim.

YOU warrant that:

- 1 all security protections are put into full and effective operation whenever the PREMISES are closed for business or left unattended.
- 2 door keys are removed from the PREMISES outside of BUSINESS HOURS and, other than when in use, any safe or strong room is locked and the keys removed from the PREMISES or kept with YOU or an authorised EMPLOYEE.
- 3 YOU keep a complete record of MONEY and MONETARY DOCUMENTS in a secure place other than a safe or strong room containing MONEY.
- 4 where MONEY insured by this section is IN TRANSIT and exceeds:
 - a) £5,000, it will be accompanied by at least two adults;
 - b) £7,500, it will be accompanied by at least three adults; or
 - c) £10,000, it will be transported by a professional security or specialist cash-carrying company.

Property Owners' Liability

Definitions

COSTS

- 1 legal costs and expenses that YOU incur with OUR prior consent to defend a claim which is insured under this section, on the basis that they are incurred before WE have paid or offered to pay the full amount of the claim;
- 2 legal costs recoverable from YOU by a claimant for a claim which is insured under this section;
- 3 legal costs and expenses for:
 - a) representation at any Coroner's Inquest or Fatal Inquiry; and/or
 - b) the defence of criminal proceedings brought against YOU for any breach or alleged breach of statutory duty, resulting in INJURY or DAMAGE to PROPERTY that may be the subject of a claim under this section.

Payment of COSTS for the defence of any EMPLOYEE will be made only at YOUR request.

GEOGRAPHICAL LIMITS

The United Kingdom, the Channel Islands and the Isle of Man.

PRODUCTS

Any commodities or goods (including packaging, containers, instructions for use and labels) sold, supplied, manufactured, tested, altered, constructed, erected, installed, treated, planted, repaired, serviced, processed, stored, handled, or transported by YOU or on YOUR behalf in the course of YOUR BUSINESS.

The Cover

Public Liability

Please refer to YOUR schedule to see if this is operative.

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY;
- 2 DAMAGE to PROPERTY;
- 3 obstruction, trespass, nuisance or interference with any right of air, light, water, way or privacy; and/or
- 4 wrongful arrest, detention or false imprisonment of any person;

occurring within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE in connection with YOUR BUSINESS and not arising from PRODUCTS other than:

- 1 PRODUCTS remaining in YOUR custody or control; or
- 2 any food or drink sold or supplied to visitors for consumption on YOUR premises.

The most WE will pay for all damages arising directly or indirectly out of one incident or series of incidents attributable to one source or cause is the limit of indemnity shown on YOUR schedule.

In addition WE will pay COSTS.

Product Liability

Please refer to YOUR schedule to see if this is operative.

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY; and/or
 - 2 DAMAGE to PROPERTY;
- occurring during the PERIOD OF INSURANCE and caused by PRODUCTS (other than while remaining in YOUR custody or control) physically supplied from within the GEOGRAPHICAL LIMITS.

The most WE will pay for all damages arising during the PERIOD OF INSURANCE is the limit of indemnity shown on YOUR schedule.

In addition WE will pay COSTS.

Cover Extensions

These cover extensions will apply only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

Car Park Liability

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for DAMAGE to mechanically propelled vehicles legitimately parked at YOUR premises.

WE will not pay for DAMAGE to vehicles which are:

- 1 owned, leased, borrowed or hired by YOU;
- 2 being stored for a fee or other consideration; and/or
- 3 in YOUR custody or control for the purpose of being worked on by YOU or any EMPLOYEE in connection with YOUR BUSINESS.

Cloakroom Liability

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for DAMAGE to PROPERTY deposited in any cloakroom at YOUR premises provided that suitable notices disclaiming all liability for DAMAGE are clearly displayed in or about the cloakroom.

The most WE will pay is £200 for any one article or £1,000 for all losses arising from any one incident.

WE will not pay where YOU have made a charge for storage but an attendant is not on duty while the cloakroom is in use.

Commercial Visits

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY; and/or
 - 2 DAMAGE to PROPERTY;
- occurring in the course of a commercial visit by YOU and/or any EMPLOYEE to any supplier, customer or business partner, trade show or exhibition outside the GEOGRAPHICAL LIMITS provided that the visit lasts for no more than 60 consecutive days and all persons undertaking the visit:
- 1 are ordinarily resident in the United Kingdom, the Channel Islands or the Isle of Man; and
 - 2 ordinarily undertake their work at premises in the United Kingdom, the Channel Islands or the Isle of Man.

WE will not pay for liability:

- 1 arising from visits which wholly or partly involve the supervision or performance of manual work, other than at trade shows or exhibitions which YOU and/or any EMPLOYEE are attending;
- 2 arising from the ownership, possession or occupation of land or buildings;
- 3 which is insured by another policy.

Contingent Motor Liability

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY; and/or
 - 2 DAMAGE to PROPERTY;
- arising out of the use of any motor vehicle not owned or provided by YOU, being used in connection with YOUR BUSINESS.

WE will not pay for:

- 1 liability:
 - a) arising from a motor vehicle owned by, provided by or being driven by YOU;
 - b) arising while the vehicle is being driven by any person who YOU know, or YOU ought to know, does not hold a licence to drive the vehicle; and/or
 - c) occurring outside the GEOGRAPHICAL LIMITS.
- 2 DAMAGE to the vehicles or their contents.

NOTE: This cover is not intended to meet the requirements of the Road Traffic Acts. YOU are required by law to obtain appropriate cover, accompanied by a Certificate of Insurance, for every vehicle used in the course of YOUR BUSINESS.

Corporate Manslaughter and Corporate Homicide Act

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend a prosecution brought within the GEOGRAPHICAL LIMITS as a result of an offence or alleged offence under Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 in connection with YOUR BUSINESS.

Provided that:

- 1 the deceased is not an EMPLOYEE;
- 2 YOUR liability for the death is insured under this section; and
- 3 the death occurs during the PERIOD OF INSURANCE and within the GEOGRAPHICAL LIMITS.

WE will not pay for:

- 1 the costs of prosecution awarded against any defendant;
- 2 the costs of any expert witness unless WE have given OUR prior consent; and/or
- 3 costs arising from enforcement of remedial or publicity orders or any other action required to be taken by such orders.

Court Attendance Expenses

If WE request any of the following people to attend Court as a witness in connection with a claim which is insured under this section WE will pay:

- | | | |
|---|----------------------|----------------------|
| 1 | YOU or YOUR director | £500 per day; and/or |
| 2 | any other EMPLOYEE | £300 per day. |

Cross Liabilities

If the policy is issued in joint names of more than one party this section will indemnify each party as if a separate policy had been issued to each of them provided that OUR liability to all parties indemnified will not exceed in total the limit of indemnity shown on YOUR schedule.

Data Protection

WE will indemnify YOU for legal costs and expenses incurred with OUR prior consent, and all sums YOU are required to pay as damages to an individual arising from proceedings brought against YOU under data protection regulations.

Provided that:

- 1 YOU are a registered user in accordance with data protection legislation;
- 2 YOU are not in business as a data processing bureau; and
- 3 the claimant:
 - a) is the subject of personal data that YOU hold; and
 - b) suffers DAMAGE or distress caused by the inaccuracy, loss, unauthorised destruction, disclosure or access to the data.

The most WE will pay during any PERIOD OF INSURANCE is £500,000.

WE will not pay for:

- 1 the cost of replacing, reinstating, rectifying or erasing any personal data;
- 2 liability arising from:
 - a) the recording, processing or provision of data for reward or to determine the financial status of any person;
 - b) the act of any person other than YOU or any EMPLOYEE; and/or
 - c) defamation;

- 3 losses relating to unencrypted data away from YOUR premises; and/or
- 4 proceedings or appeals involving any deliberate act or omission by YOU or on YOUR behalf.

Defective Premises Act

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY; and/or
- 2 DAMAGE to PROPERTY;

under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with premises which YOU previously owned or occupied for the purposes of YOUR BUSINESS.

WE will not pay for the cost of remedying any defect or alleged defect in the premises.

Food Safety and Consumer Protection Acts

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend criminal proceedings brought for a breach or alleged breach of Part II of the Food Safety Act 1990, or Part II of the Consumer Protection Act 1987, or any regulations thereunder, including legal costs and expenses incurred in an appeal against conviction arising from such proceedings.

Provided that the proceedings are brought within the GEOGRAPHICAL LIMITS and relate to an offence committed or alleged to have been committed within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE and in the course of YOUR BUSINESS.

WE will not pay for the:

- 1 costs incurred to defend a prosecution where the charge includes a deliberate criminal act by YOU or any EMPLOYEE;
- 2 cost of appeal against improvement or prohibition notices; and/or
- 3 costs of investigation or inquiry other than where carried out on the instructions of a solicitor for the sole purpose of defending proceedings to which this extension applies.

Health and Safety at Work Act

WE will indemnify YOU, or at YOUR request any EMPLOYEE, for legal costs and expenses incurred with OUR prior consent to defend criminal proceedings brought for a breach or alleged breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any regulations thereunder, including legal costs and expenses incurred in an appeal against conviction arising from such proceedings.

Provided that the proceedings are brought within the GEOGRAPHICAL LIMITS and during the PERIOD OF INSURANCE and relate to:

- 1 the health, safety or welfare of any person other than an EMPLOYEE; and
- 2 an offence committed or alleged to have been committed within the GEOGRAPHICAL LIMITS and in the course of YOUR BUSINESS.

WE will not pay for the:

- 1 costs incurred to defend a prosecution where the charge includes a deliberate criminal act by YOU or any EMPLOYEE;
- 2 cost of appeal against improvement or prohibition notices; and/or
- 3 costs of investigation or inquiry other than where carried out on the instructions of a solicitor for the sole purpose of defending proceedings to which this extension applies.

Indemnity to Other Parties

Where YOU would have been entitled to indemnity if the claim had been made against YOU:

- 1 WE will provide indemnity to YOUR legal personal representatives in the event of YOUR death;
- 2 at YOUR request WE will provide indemnity to:
 - a) any officer or member of YOUR canteen, social, sports, educational and welfare organisations or fire, ambulance, first aid, medical or security services; or
 - b) any EMPLOYEE;
in their respective capacities as such;
 - c) any principal for whom YOU are carrying out work under contract or agreement in the course of YOUR BUSINESS for liability arising out of the performance of such work by YOU;

- d) the owner of plant hired in by YOU, but only to the extent required by the contract conditions; or
- e) in the event of the death of any person specified in a) - d) above, the legal representative of the deceased person.

Movement of Obstructing Vehicles

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY; and/or
 - 2 DAMAGE to PROPERTY;
- arising from the movement of any mechanically propelled vehicle by YOU or any EMPLOYEE where such vehicle is causing an obstruction and interfering with the normal operation of YOUR BUSINESS.

Provided that:

- 1 the vehicle is not owned, leased, borrowed or hired by YOU;
- 2 the movement is limited to vehicles parked on or obstructing YOUR premises or access to any site at which YOU are working;
- 3 the vehicle to be moved will be driven by a person who is competent and to YOUR knowledge holds a licence to drive the vehicle; and
- 4 the vehicle to be moved is driven by use of its own ignition key.

WE will not pay:

- 1 for DAMAGE caused to the vehicle being moved; and/or
- 2 where road traffic legislation requires compulsory motor insurance or security.

Overseas Personal Liability

WE will indemnify YOU for all sums which YOU and/or at YOUR request any EMPLOYEE are legally liable to pay as damages arising from:

- 1 accidental INJURY; and/or
- 2 DAMAGE to PROPERTY;

arising directly from the private activities of any EMPLOYEE while he or she is temporarily employed by YOU for not more than 60 consecutive days outside the GEOGRAPHICAL LIMITS.

Provided that:

- 1 the EMPLOYEE is ordinarily resident in the United Kingdom, the Channel Islands or the Isle of Man;
- 2 the EMPLOYEE ordinarily undertakes his or her work at premises in the United Kingdom, the Channel Islands or the Isle of Man; and
- 3 cover under this extension shall apply only in respect of occurrences during the period of temporary employment outside the GEOGRAPHICAL LIMITS.

WE will not pay for liability:

- 1 arising from the ownership, possession or occupation of land or buildings;
- 2 arising from any business, professional and/or commercial activity;
- 3 arising in the course of employment by YOU or any other person;
- 4 to any EMPLOYEE; or
- 5 which is insured by another policy.

Private Work

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY; and/or
- 2 DAMAGE to PROPERTY;

arising from the execution of private duties by any EMPLOYEE, for YOU or any of YOUR directors, within the GEOGRAPHICAL LIMITS.

Tenant's Liability

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for DAMAGE to premises (including fixtures and fittings) within the GEOGRAPHICAL LIMITS, which are leased, let, hired or rented to YOU in connection with YOUR BUSINESS.

WE will not pay for:

- 1 liability arising solely due to a contract or agreement which would not have attached in the absence of such contract or agreement;
- 2 wear, tear and gradual deterioration; and/or
- 3 DAMAGE to premises from causes against which YOU are required to effect insurance by the terms of any contract, lease or tenancy agreement.

Terrorism

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY; and/or
 - 2 DAMAGE to PROPERTY;
- arising from TERRORISM committed by a third party.

The most WE will pay for all damages and COSTS arising directly or indirectly from one incident or series of incidents attributable to one source or cause is £2,500,000, or the limit of indemnity shown on YOUR schedule, whichever is the less.

Exclusions

WE will not pay for:

- 1 INJURY to any EMPLOYEE.
- 2 DAMAGE to PROPERTY:
 - a) belonging to YOU or held in trust by YOU or borrowed, rented, let, leased or hired for use by YOU, other than where described in the Tenant's Liability cover extension; and/or
 - b) which is in YOUR custody or control, other than:
 - i. personal effects (including vehicles and their contents) of YOUR visitors or EMPLOYEES; or
 - ii. where described in the Car Park Liability, Cloakroom Liability and Tenant's Liability cover extensions.
- 3 liability arising from POLLUTION other than caused directly or indirectly 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.

All POLLUTION which arises out of one incident will be deemed to have occurred at the time such incident takes place.

The most WE will pay for all damages arising during the PERIOD OF INSURANCE from POLLUTION is £5,000,000 or the limit of indemnity shown on YOUR schedule, whichever is the less.

- 4 liability arising from the ownership, possession or use of any mechanically propelled vehicle or plant (including attached trailers) by YOU or on YOUR behalf:
 - a) for which road traffic legislation requires compulsory motor insurance or security; and/or
 - b) where indemnity is provided by another insurance policy.

Where there is no indemnity provided by another policy this exclusion will not apply to:

- a) loading and unloading;
 - b) liability arising solely from the use as a tool of trade unless compulsory motor insurance or security is required; or
 - c) the Contingent Motor Liability or Movement of Obstructing Vehicles cover extensions.
- 5 liability arising from PRODUCTS which are to YOUR knowledge exported directly or indirectly to the United States of America or Canada.
- 6 liability arising:
 - a) from professional advice or professional services given for a fee;
 - b) from the design, plan, formula or specification of PRODUCTS, provided by YOU for a fee or where a fee would normally be charged; and/or
 - c) out of treatment (other than first aid) or the dispensing of medicines or drugs.
- 7 the costs of repairing, replacing, reinstating, rectifying, recalling, removing, or making good the PRODUCTS themselves or in making a refund for the price paid of any PRODUCTS.
- 8 DAMAGE to that part of any PROPERTY upon which YOU or any EMPLOYEE has been working where the DAMAGE is the direct result of such work.

- 9 liability which arises solely due to a contract or agreement other than:
 - a) where imposed by a tenancy agreement following the Model Clauses of the Agricultural Holdings Act 1986; or
 - b) arising from any condition or warranty of goods implied by law.
- 10 liability arising from any action for damages brought against YOU in any country outside the United Kingdom, the Channel Islands, the Isle of Man or the European Union in which YOU occupy premises or are represented by any resident EMPLOYEE or holder of YOUR power of attorney.
- 11 liability arising in connection with work on or at any:
 - a) power station or nuclear installation;
 - b) i. offshore oil/gas installation; and/or
ii. supply, support or accommodation vessel or structure relating to such an installation; or while travelling to or from them by sea or air;
 - c) chemical works;
 - d) aircraft, airport, airfield, airstrip, satellite, spacecraft, launch site, ship, dock, pier or wharf;
 - e) tower, steeple, chimney shaft, blast furnace, dam, canal, viaduct, bridge or tunnel;
 - f) underground mine or colliery; and/or
 - g) railways and associated equipment, or rolling stock.
- 12 liquidated damages, penalties, fines, aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- 13 liability arising from the ownership, possession or use by YOU or on YOUR behalf of:
 - a) any vessel or craft designed to travel through air or space;
 - b) hovercraft or watercraft or any other vessel or craft designed to float on or in, or travel through water other than hand-propelled watercraft; and/or
 - c) any railway, siding or rolling stock.
- 14 liability arising from any PRODUCTS which are, to YOUR knowledge, used:
 - a) in craft designed to travel through air, space or water and which affect or could affect the navigation, propulsion, safety, air worthiness or sea worthiness of the craft;
 - b) in connection with any power station or nuclear installation which affects or could affect the safety or operation of such installation;
 - c) in the pharmaceutical industry involving the manufacture or formulation of drugs or medical supplies; and/or
 - d) in or as medical equipment or devices for internal, invasive and/or critical use in or on the human body.
- 15 liability arising out of any activity involving prospecting, extraction or refining of liquid or gaseous fuel.
- 16 any EXCESS shown on YOUR schedule.

Special Condition

The most WE will pay including COSTS will not exceed the limit of indemnity shown on YOUR schedule:

- 1 if any part of YOUR claim is for legal liability which arises; and/or
 - 2 for any action for damages brought;
- outside the United Kingdom, the Channel Islands, the Isle of Man or the European Union.

Warranty

The warranty set out below and those applied by endorsement are particularly important to US. If YOU fail to comply with any of them and YOUR failure causes or contributes towards an insured loss YOU will lose YOUR right to indemnity or payments for that claim.

Use of Heat

YOU warrant that if YOU use any electric, oxyacetylene or similar welding or cutting equipment, blow lamps, blow torches or similar equipment for the application of heat, YOU will ensure that the following precautions are put into effect each time such equipment is used:

- 1 make available for immediate use a suitable fire extinguisher which has been maintained;
- 2 where possible, move combustible material to at least 10 metres from the point of application of heat. Where this is not possible, use fire-resistant or purpose made blankets, drapes, shields or screens to protect the PROPERTY;
- 3 where the heat work is being carried out on combustible floors, protect them with fire-resistant materials;
- 4 complete a thorough inspection of the area where the work is to be carried out (including where possible, the other side of any wall or partition being worked upon) to ensure that there are no combustible materials which could be ignited by direct or conducted heat;
- 5 ensure all heat equipment is:
 - a) used in accordance with the manufacturer's instructions;
 - b) attended at all times while alight or in operating mode; and
 - c) extinguished immediately after use;
- 6 where the work involves the use of gas cylinders, keep those not required for immediate use outside the building in which the work is taking place, or at least 10 metres from the point of application of heat; and
- 7 carry out a thorough examination of the area where work was carried out one hour after completion of each period of work or stage of work involving the application of heat to ensure that there is no smouldering or lit material.

Environmental Liability

YOUR Environmental Liability insurance does not cover certain activities. Please refer to Exclusion 1 and contact YOUR local office if further guidance is required.

Definitions

ACTIVE ASBESTOS INCIDENT

A discharge, disposal, migration, release or escape of asbestos into the air as a result of asbestos abatement activities at the INSURED PREMISES that are performed:

- 1 by persons both licensed and qualified in such asbestos abatement activities; and
- 2 in accordance with applicable laws.

BIODIVERSITY

Land, air, water, groundwater, drinking water supplies and fish, wildlife, biota and their habitats.

BIODIVERSITY DAMAGE

INJURY to or DAMAGE sustained by or destruction of land, water, protected species or natural habitats for which YOU are legally responsible under:

- 1 The Environmental Damage (Prevention and Remediation) (England) Regulations 2009;
- 2 The Environmental Damage (Prevention and Remediation) (Wales) Regulations 2009;
- 3 The Environmental Damage (Prevention and Remediation) (Northern Ireland) Regulations 2009;
- 4 The Environmental Liability (Scotland) Regulations 2009;

as applicable and as amended.

BIODIVERSITY SERVICE

The functions performed by a BIODIVERSITY for the benefit of other BIODIVERSITY or for the public.

COMPENSATORY REMEDIATION COSTS

Reasonable expenses incurred to the extent required by ENVIRONMENTAL LAW in providing additional improvements to BIODIVERSITY at either the DAMAGED location or at an alternative location to compensate for the interim loss of BIODIVERSITY pending recovery through PRIMARY REMEDIATION COSTS or otherwise.

COMPLEMENTARY REMEDIATION COSTS

Reasonable expenses incurred in providing BIODIVERSITY and/or BIODIVERSITY SERVICES to the extent required by ENVIRONMENTAL LAW as a consequence of the DAMAGED BIODIVERSITY not having been returned to the condition that would have existed at the time of the DAMAGE had the DAMAGE not occurred.

COSTS

LEGAL COSTS and PROSECUTION COSTS.

Payment of COSTS for the defence of any EMPLOYEE will be made only at YOUR request.

COVERED OPERATION

Operations performed by YOU or on YOUR behalf in connection with YOUR BUSINESS at locations owned or occupied by YOUR customer.

ENVIRONMENTAL DAMAGE

Environmental Damage shall have the definition specifically provided in:

- 1 The Environmental Damage (Prevention and Remediation) (England) Regulations 2009;
- 2 The Environmental Damage (Prevention and Remediation) (Wales) Regulations 2009;
- 3 The Environmental Damage (Prevention and Remediation) (Northern Ireland) Regulations 2009;
- 4 The Environmental Liability (Scotland) Regulations 2009;

as applicable and as amended.

ENVIRONMENTAL LAW

Any law governing YOUR liability with respect to POLLUTION CONDITIONS or ENVIRONMENTAL DAMAGE.

FLY TIPPING

The unauthorised dumping of waste on the INSURED PREMISES or at the site of any COVERED OPERATION not licensed to receive it.

FUNGI

Any type or form of fungus including mould or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

INSURED PREMISES

The premises shown:

- 1 on YOUR schedule under any other section insured by this policy; and/or
- 2 in the Insured Premises endorsement.

LEGAL COSTS

All costs and expenses that YOU incur with OUR prior written consent, to defend a civil claim which is covered by this section. Such costs are to be paid at OUR discretion, taking into account the prospects of YOUR defence succeeding.

The following are excluded:

- 1 PROSECUTION COSTS;
- 2 costs incurred in connection with any regulatory or criminal proceedings.

PASSIVE ASBESTOS EXPOSURE

Exposure to asbestos or asbestos containing materials other than as a result of any asbestos abatement activities or other deliberate removal or disturbance activities at the INSURED PREMISES.

POLLUTION CONDITION

The discharge, dispersal, release, escape, migration or seepage in, on or under land, structures thereon, the atmosphere, surface water or groundwater of any solid, liquid, gaseous or thermal irritant, pollutant or contaminant including smoke, soot, vapours, fumes, acids, alkalis, chemicals, FUNGI, hazardous substances, hazardous materials and waste materials.

PRIMARY REMEDIATION COSTS

Reasonable expenses incurred with OUR written consent in the investigation, quantification, monitoring, abatement, removal, disposal, treatment, neutralisation or immobilisation of POLLUTION CONDITIONS to the extent required by ENVIRONMENTAL LAW including:

- 1 reasonable legal costs incurred with OUR written consent; and
- 2 expenses necessarily incurred in the repair or replacement of PROPERTY due to DAMAGE sustained in the course of responding to a POLLUTION CONDITION other than expenses incurred in respect of any improvements or betterments.

PRODUCTS

Any commodities or goods (including packaging, containers, instructions for use and labels) sold, supplied, manufactured, tested, altered, constructed, erected, installed, treated, planted, repaired, serviced, processed, stored, handled or transported by YOU or on YOUR behalf in the course of YOUR BUSINESS where the work undertaken by YOU or on YOUR behalf does not involve installation, construction, erection or alteration of such goods at the site of THE WORKS.

PROPERTY DAMAGE

DAMAGE to PROPERTY, loss of use of PROPERTY which is not physically damaged, reduction in value of PROPERTY of a third party, or BIODIVERSITY DAMAGE.

PROSECUTION COSTS

All costs and expenses that YOU incur with OUR prior written consent to:

- 1 defend criminal proceedings brought against YOU by an environmental regulator for any breach of statutory duty, resulting in accidental INJURY or DAMAGE to PROPERTY covered by this section;
- 2 represent YOU at a Coroner's Inquest or Fatal Inquiry for any breach of statutory duty, resulting in accidental INJURY or DAMAGE to PROPERTY covered by this section.

Cover for PROSECUTION COSTS is provided at OUR discretion, taking into account the prospects of successfully defending the relevant proceedings or securing a favourable finding at a Coroner's Inquest or Fatal Inquiry and/or any subsequent claim which may be presented in respect of the relevant proceedings and which may be covered by this section.

PROSECUTION COSTS does not include:

- 1 LEGAL COSTS.
- 2 YOUR liability to pay or contribute towards court costs or the court costs of the prosecuting agency or environmental regulator.

REGULATORY ACTION

Any action taken or any liability imposed by any REGULATORY AUTHORITY under ENVIRONMENTAL LAW.

REGULATORY AUTHORITY

Any legal body, authority, agency or other person and/or any court of law or tribunal in each case having authority under ENVIRONMENTAL LAW.

REMEDATION COSTS

- 1 PRIMARY REMEDIATION COSTS;
- 2 COMPLEMENTARY REMEDIATION COSTS;
- 3 COMPENSATORY REMEDIATION COSTS.

RESPONSIBLE OFFICIAL

The EMPLOYEE, officer or partner who is or was responsible for environmental matters, control or compliance at the INSURED PREMISES or COVERED OPERATION.

RETROACTIVE DATE

The inception date of this cover is shown on YOUR schedule and will remain unaltered during the currency of this insurance.

In respect of any INSURED PREMISES added subsequent to the inception date stated in the above paragraph the retroactive date will be the date on which WE accepted the INSURED PREMISES in writing.

If YOU provide evidence that YOU previously purchased and continuously maintained Environmental Liability insurance which is materially the same as the cover provided by this section in respect of the INSURED PREMISES from another insurer the retroactive date will be the inception date of that earlier insurance.

THE WORKS

Permanent and temporary works undertaken by YOU in the course of YOUR BUSINESS including:

- 1 materials intended for incorporation within them;
- 2 temporary works and temporary buildings; and
- 3 plant, tools and equipment;

for use in connection with the works.

TRANSPORTATION

The movement of YOUR products or waste by a person or entity other than YOU engaged in the business of transporting property, until such products or waste arrive at the boundaries of their final destination.

The Cover

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages arising from:

- 1 accidental INJURY to any person;
 - 2 PROPERTY DAMAGE;
 - 3 trespass, nuisance or obstruction; and/or
 - 4 BIODIVERSITY DAMAGE;
- arising out of any POLLUTION CONDITION or ENVIRONMENTAL DAMAGE:
- 1 on, at, under or migrating from the INSURED PREMISES;

- 2 which results from any COVERED OPERATION; or
 - 3 which is caused by YOUR products or waste during TRANSPORTATION;
- provided that the claim is made against YOU during the PERIOD OF INSURANCE and notified to US during the same PERIOD OF INSURANCE or within 60 days of its expiry.

WE will also pay on YOUR behalf:

- 1 COSTS; and
- 2 REMEDIATION COSTS that YOU are ordered to pay by an environmental REGULATORY AUTHORITY.

The most WE will pay for all damages, COSTS and REMEDIATION COSTS arising from, out of, or in connection with any one source or original cause will be limit of indemnity shown on YOUR schedule.

Cover Extensions

These cover extensions will apply only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

Court Attendance Expenses

If WE request any of the following people to attend Court as a witness in connection with a claim which is insured under this section, WE will pay:

- 1 YOU or YOUR director £500 per day; and/or
- 2 any other EMPLOYEE £300 per day.

Cross Liabilities

If the policy is issued in joint names of more than one party this section will indemnify each party as if a separate policy had been issued to each of them provided that OUR liability to all parties indemnified will not exceed in total the limit of indemnity shown on YOUR schedule.

Indemnity to Other Parties

Where YOU would have been entitled to indemnity if the claim had been made against YOU:

- 1 WE will provide indemnity to YOUR legal personal representatives in the event of YOUR death;
- 2 at YOUR request WE will provide indemnity to:
 - a) any officer or member of YOUR canteen, social, sports, educational and welfare organisations or fire, ambulance, first aid, medical or security services; or
 - b) any of YOUR directors or EMPLOYEES;in their respective capacities as such;
- c) any principal for whom YOU are carrying out work under contract or agreement in the course of YOUR BUSINESS for liability arising out of the performance of such work by YOU;
- d) the owner of plant hired in by YOU, but only to the extent required by the contract conditions; or
- e) in the event of the death of any person specified in a) - d) above, the legal representative of the deceased person.

Mitigation Costs

If YOU discover a POLLUTION CONDITION or ENVIRONMENTAL DAMAGE on the INSURED PREMISES arising from an accidental and unforeseeable event, WE will pay any reasonable expenses incurred by YOU solely to avert and/or minimise the imminent risk of a liability which would be covered by this section. Such expenses incurred will be payable only with OUR prior consent.

Exclusions

WE will not pay for:

- 1 liability arising from the following activities undertaken by YOU or persons present on the INSURED PREMISES with YOUR permission: abstraction and supply of potable water, clothing dying and cleaning, ferrous and non-ferrous metal smelting and extraction, sale, supply and distribution of fuel (other than solid fuels), mining and quarrying, steel milling, any speculative property developing where there is no principal or any development activity on Brownfield sites, activities with waste that require a licence, permit or exemption, waste disposal contracting, transport of waste, landfilling, treatment of water or waste.

- 2 INJURY to any EMPLOYEE.
- 3 liability arising out of or related in any way to:
- a) asbestos or asbestos containing materials; or
 - b) lead or lead-containing materials;
on or in structures.

This exclusion does not apply:

- a) in respect of INJURY or COSTS resulting from:
 - i. a PASSIVE ASBESTOS EXPOSURE; or
 - ii. an ACTIVE ASBESTOS INCIDENT that is migrating from the boundaries of the INSURED PREMISES; provided that the PASSIVE ASBESTOS EXPOSURE or ACTIVE ASBESTOS INCIDENT giving rise to the claim must start after the RETROACTIVE DATE;
- b) to abatement work performed on YOUR behalf by a subcontractor who holds a valid certificate authorising them to carry out such work and has valid insurance in respect of liability arising from such work; and/or
- c) the inadvertent disturbance of lead-based paint and/or materials containing asbestos during the course of performing COVERED OPERATIONS.

- 4 DAMAGE to, loss of use of, or reduction in value of:
- a) PROPERTY belonging to or in the custody or control of YOU or any EMPLOYEE or YOUR agent; or
 - b) INSURED PREMISES or COVERED OPERATION including land or contents leased, let, rented or hired to YOU in connection with YOUR BUSINESS.

This exclusion does not apply to REMEDIATION COSTS.

- 5 liability arising from a POLLUTION CONDITION or ENVIRONMENTAL DAMAGE which commenced prior to the RETROACTIVE DATE.
- 6 liquidated damages, penalties, fines, aggravated damages, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- 7 liability arising from the intentional disregard of or knowing wilful or deliberate non-compliance with any statute, regulation, administrative complaint, notice of violation, notice letter, instruction of any REGULATORY AUTHORITY or executive judicial or administrative order by YOU or by a RESPONSIBLE OFFICIAL.
- 8 claims which are the subject of indemnity under the Public Liability cover of the Public and Product Liability insurance, Contractors' Public Liability insurance, or Property Owners' Liability insurance, or would be but for the limit of indemnity applicable thereto.
- 9 the escape of any substance from a store including reservoirs, tanks and lagoons and/or their associated piping and appurtenance, where:
- a) more than 10% of such store is below ground; and
 - b) YOU knew about the presence of such store.
- 10 liability arising:
- a) from professional advice or professional services given by YOU for a fee;
 - b) from the design, plan, formula or specification of PRODUCTS or work for a fee; and/or

- c) out of treatment (other than first aid) or the dispensing of medicines or drugs.
- 11 liability arising from FLY TIPPING.
 - 12 liability arising out of or in any way related to PRODUCTS other than:
 - a) PRODUCTS remaining in YOUR custody or control; or
 - b) any food or drink sold or supplied to visitors for consumption on YOUR premises.
 - 13 claims if the Public Liability cover under the Public and Product Liability insurance, Contractors' Public Liability insurance or Property Owners' Liability insurance is subject to a Pollution Exclusion endorsement.
 - 14 claims made against YOU in any country outside the United Kingdom, the Channel Islands or the Isle of Man in which YOU occupy premises or are represented by any resident EMPLOYEE or holder of YOUR power of attorney.
 - 15 liability arising from the ownership, possession or use of any mechanically propelled vehicle or plant (including attached trailers) by YOU or on YOUR behalf:
 - a) for which road traffic legislation requires compulsory insurance or security; and/or
 - b) where indemnity is provided by another insurance policy.

Where there is no indemnity provided by another policy this exclusion will not apply to:

 - a) loading and unloading;
 - b) liability arising solely from the use as a tool of trade unless compulsory motor insurance or security is required; or
 - c) the Contingent Motor Liability or Movement of Obstructing Vehicles cover extensions.
 - 16 liability arising from the ownership, possession or use by YOU or on YOUR behalf of:
 - a) any vessel or craft designed to travel through air or space;
 - b) hovercraft or watercraft or any other vessel or craft designed to float on or in, or travel through water other than hand-propelled watercraft; and/or
 - c) any railway, siding or rolling stock.
 - 17 liability which arises solely due to a contract or agreement other than:
 - a) liability imposed by a tenancy agreement following the Model Clauses of the Agricultural Holdings Act 1986;
 - b) liability arising from any condition or warranty of goods implied by law; or
 - c) liability assumed under the terms of any contract for:
 - i. the construction, alteration, repair or renovation of PROPERTY or the installation of anything in such PROPERTY; or
 - ii. INJURY or DAMAGE to PROPERTY other than THE WORKS arising in connection with any contract described in i. above.
 - 18 any EXCESS shown on YOUR schedule.
 - 19 liability arising in connection with work on or at any:
 - a) power station or nuclear installation;
 - b) i. offshore oil/gas installation; and/or
 - ii. supply, support or accommodation vessel or structure relating to such an installation; or while travelling to or from them by sea or air;
 - c) chemical works;
 - d) aircraft, airport, airfield, airstrip, satellite, spacecraft, launch site, ship, dock, pier or wharf;
 - e) tower, steeple, chimney shaft, blast furnace, dam, canal, viaduct, bridge or tunnel;
 - f) underground mine or colliery; and/or
 - g) railways and associated equipment, or rolling stock.
 - 20 liability arising out of any activity involving prospecting, extraction or refining of liquid or gaseous fuel.

- 21 liability, in connection with YOUR farming and growing activities only, arising from:
 - a) the production, supply or presence on YOUR premises of any genetically modified crop, where liability may be attributed directly or indirectly to the genetic characteristics of such crop;
 - b) the spread or threat of spread of genetically modified organism characteristics; and/or
 - c) any change to the environment arising from research into, testing of or production of genetically modified organisms.
- 22 liability in connection with communicable diseases based upon or arising from exposure to infected individuals or animals or contact with bodily fluids of infected individuals or animals.
This exclusion applies in addition to General Exclusion 5.
- 23 liability arising from invasive plant species, including but not limited to, Giant Hogweed, Himalayan Balsam, Japanese Knotweed and Water Primrose.

Special Conditions

Claims Requirement

YOU will not incur any REMEDIATION COSTS without OUR written consent, except in the event of an imminent and substantial threat to human health or the environment.

Inspection and Audit

WE will have the right but not the duty to inspect the INSURED PREMISES or COVERED OPERATION and to take samples therefrom. Such right and any resultant findings will not imply that such INSURED PREMISES or COVERED OPERATION are safe or in compliance with any law.

Previous Notifications

If YOU notify US of any facts, circumstances or events relating to the same originating source or cause which YOU have notified to US previously, the notification shall be deemed to have been made on the date of the previous notification.

Charitable Assignment Condition

This condition forms part of the terms on which YOUR policy is issued. Words printed in capitals in this condition are explained in paragraph 4 below.

- 1 Unless paragraph 3 applies, YOU agree with US and the CHARITY that YOU will transfer to the CHARITY the right to any WINDFALL which YOU would otherwise be entitled to receive in respect of the policy and any renewal or reissue of it.
- 2 To ensure that the agreement YOU have entered into in paragraph 1 can be effectively carried out:
 - a) YOU authorise US to transfer any WINDFALL direct to the CHARITY;
 - b) YOU agree to sign any documents and to do anything else which may be needed to transfer any WINDFALL, and YOUR right to receive the WINDFALL, to the CHARITY;
 - c) YOU appoint US and any of OUR officers and (as a separate appointment) the CHARITY and any of its officers to be YOUR agent to take any of the steps mentioned in b) above on YOUR behalf;
 - d) YOU authorise US to provide the CHARITY with any information it reasonably requires about YOU and any policy YOU hold with US, and YOU consent to US and the CHARITY holding and processing such information for this purpose;
 - e) YOU cannot revoke the authority contained in a) or d) above, or the appointment contained in c) above.
- 3 Paragraph 1 shall not apply in respect of any WINDFALL which arises from a BUSINESS TRANSFER to any company or other body corporate which is at the time of such transfer OUR subsidiary, in circumstances where such transfer is not in any way related to a DEMUTUALISATION or to any sale or other disposal (or proposed sale or other disposal) of such subsidiary.
- 4 In this condition:
 - a) the "CHARITY" is the NFU Mutual Charitable Trust or, if it ceases to exist, any other charity which becomes entitled to the benefit of the agreement YOU have entered into in paragraph 1;
 - b) "BUSINESS TRANSFER" means a transfer of part or all of OUR business to any other person, firm or company;
 - c) "DEMUTUALISATION" means a change (or proposed change) in OUR constitution or corporate status (whether or not involving or associated with a BUSINESS TRANSFER) which has the effect that WE cease to be a MUTUAL ORGANISATION;
 - d) "MUTUAL ORGANISATION" means a company or other body whose constitution limits membership and voting rights wholly or mainly to persons purchasing goods or services from it or otherwise trading with it;
 - e) "WE", "US" and "OUR" refer to The National Farmers Union Mutual Insurance Society Limited and any company or other organisation which becomes entitled to all or part of its business;
 - f) a "WINDFALL" means any benefit to which YOU become entitled as one of OUR members on or in connection with any future BUSINESS TRANSFER or DEMUTUALISATION;
 - g) "YOU" and "YOUR" refer to the policyholder.

If you'd like this document in large print, braille or audio, just contact us.

2024-01-31

NFU Mutual is The National Farmers Union Mutual Insurance Society Limited (No. 111982). Registered in England. Registered Office: Tiddington Road, Stratford upon Avon, Warwickshire, CV37 7BJ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. A member of the Association of British Insurers.

To find out more about how we use your personal information and your rights, please go to the privacy policy on our website.