

geo/AGRICULTURE

# SHOOT COMBINED INSURANCE

POLICY WORDING



## Introduction

Wherever words appear in **bold** type in this **certificate**, **schedule** or any **endorsement** relating to this **certificate**, other than in titles and paragraph headings, they will have the meanings shown in the General Definitions Section of this **certificate**.

### The Contract of Insurance

This **certificate** of insurance, **schedule** and any other **endorsement** applying to this insurance form **your** Shoot Combined Insurance document.

**This** document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in safe place.

**Please read the whole document carefully.** It is arranged in different Sections. It is important that:

- **You** understand that **we** will not cover **you** for any liability as a result of participation in activities covered by this insurance:
  - by anyone under the age of fifteen (15) years old unless accompanied and supervised by a licensed person aged twenty-one (21) or older;
  - but under no circumstances by anyone under the age of ten (10) years old;

as stated under "4-Exclusions" of Section B – Public and Products Liability on page 23

- **You** are clear which Sections **you** have requested and want to be included;
- **You** understand what each Section covers and does not cover;
- **You** understand **your** own duties under each Section and under the insurance as a whole, especially the conditions which you have to fulfil to ensure **your** insurance remains valid and what **you** have to do when making a claim.

Please contact **your broker** immediately **if your schedule** is not correct or if **you** would like to ask any questions.

Before the start of the **period of insurance** or at any subsequent renewal of **your Certificate**, if **you** are:

- a) a **consumer customer**, **you** must take reasonable care not to misrepresent any information or facts which might affect our assessment or acceptance of this insurance;
- b) a **micro enterprise** or a **commercial customer**, **you** must disclose every material circumstance you know or ought to know, and provide a fair presentation of the information required to enable **us** to assess **your** insurance risk.

If the information changes **you** must tell **us**. Please see General Conditions 1A, 1B, 2A and 2B on page 15 If **you** are in any doubt **you** should consult **your broker**.

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## Operative Clause

In return for payment of the premium shown in the **schedule** and the information and statements which **you** have provided in the declaration on the date shown in the **schedule**, **we** agree to insure **you**, in accordance with the terms and conditions contained in or **endorsed** on this **certificate**, against:

- loss or damage **you** sustain;
- legal liability **you** incur for accidents happening;

during the **period of insurance**.

This document, the **schedule** and any **endorsement(s)** attached form **your certificate**. This document sets out the conditions of the insurance between **you** and **us**. Please read the whole document carefully and keep it in a safe place.

It is important that **you**:

- check that the Sections **you** have requested are included in the **schedule** – see “*Which cover options may apply to you?*” on **page 4**;
- check that the information **you** have given **us** is accurate – see the “*Information you have given us*” Section on **page 4**;
- comply with **your** duties under each Section and under the insurance as a whole.

If this **certificate** does not meet **your** requirements, or if **your** requirements change, **you** should contact **your** insurance **broker** at **your** earliest opportunity.

**We** would remind **you** that **you** must tell **us** as soon as reasonably practicable of any facts or changes which might affect **our** assessment or acceptance of this insurance. If **you** do not disclose all relevant facts **you** may invalidate **your certificate** or **your certificate** may not operate fully.

## Our Promise of Service

**We** aim to provide all customers with a first class standard of service. Should **you** be unhappy with this service or have any cause for dissatisfaction **you** should first contact **your broker** or **Geo Agriculture** (whose full address appears on the back of this document) who issued this **certificate**. Please be ready to quote **your certificate** number where this is available.

If **you** are unable to resolve the matter and want to make a formal complaint, **you** can do so at any time by referring to

*How to make a complaint*” on **page 6**...

## Important Note

All Sections (A to E) are optional, but only Sections A, B, C (Option B only) and E are available to **consumer customers**.

## Important Information

Which cover options may apply to **you**?

Section (or Extension)	Option available to <b>Consumer customers</b>	Option available to <b>Commercial customers</b>
<b>Section A- Employers' Liability</b> .....	✓	✓
<b>Section B – Public and Products Liability</b>		
• Public Liability .....	✓	✓
• Products Liability .....	✗	✓
<b>Extensions to Section A- Employers' Liability and Section B – Public and Products Liability:</b>		
Cross Liabilities .....	✓	✓
Compensation for Court Attendance:		
• <b>You</b> .....	✓	✓
• Employees .....	✓	✓
<b>Prosecution Defence Costs Extension</b> .....	✗	✓
<b>Section C – Property Damage</b> .....	✓	✓
<b>Section D – Personal Accident:</b>		
• Employees .....	✗	✓
• Members .....	✓	✓
<b>Section E – Abandonment</b> .....	✓	✓

### Information you have given us

In deciding to accept this insurance and in setting the terms and premium, we have relied on the information you have given us.

You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete. Please refer to General Conditions 1A, 1B, 2A and 2B which set out your responsibilities in more detail.

### Renewal of this insurance

If your insurance is for an annual period we will write to your broker at least 21 days before the period of insurance ends with full details of your next year's premium and certificate terms and conditions. If you do not want to renew the certificate, please contact your broker. Occasionally, we may not be able to offer to renew your certificate. If this happens, we will write to your broker at least 21 days before the expiry of your certificate to allow enough time for you to make alternative insurance arrangements.

## Other Important Information

### How to cancel this insurance

Please refer to full details which are set out in General Conditions 6A and 6b on page 17

### How to make a claim

In the first instance, **you** should contact **your** insurance broker who will provide a claim form for completion and advise **you** how to proceed. If **you** are unable to contact **your** insurance broker please contact AXA Insurance UK plc at:

e-mail: [Spclaims.INS@axa-insurance.co.uk](mailto:Spclaims.INS@axa-insurance.co.uk)  
[Boltonliabilityclaims.INS@axa-insurance.co.uk](mailto:Boltonliabilityclaims.INS@axa-insurance.co.uk)

Telephone: 03708507134

The procedures may differ across the Sections of this **certificate** in order to reflect the different types of claim **you** might have. Please see "**Claims Conditions and Procedure**" on **page 11**.

### Things you must do...

**You** must:

- notify any occurrence that may give rise to a claim in accordance with "Claims Conditions and Procedure: 1 Notifications on page 11
- comply with the whole of "Claims Conditions and Procedure" on page 11 in respect of anything to be done by **you**

If **you** fail to do so, **we** may not pay **your** claim, or any payment could be reduced. It is **your** responsibility to prove any loss and therefore **we** may ask **you** to provide receipts, valuations, photographs, and any other relevant information and documents and assistance **we** may require to help with **your** claim.

How we deal with your claim

Please see "**Claims Conditions and Procedure**" on **page 11**.

### Defence of claims

In accordance with "**Claims Conditions and Procedure**" on **page 11** **we** may, at **our** discretion:

- take full responsibility for conducting, defending or settling any claim in **your** name; and
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

### To help us settle your claim

In accordance with "**Claims Conditions and Procedure**" on **page 11** it is **your** responsibility to prove any loss and therefore **we** may ask **you** to provide receipts, valuations, photographs, and any other relevant information and documents and assistance **we** may reasonably require to help with **your** claim.

### Our Regulator

This certificate is Administered by Geo Agriculture on behalf of AXA Insurance UK plc.

Geo Agriculture is a trading name of Geo Underwriting Services Limited. Registered in England No. 4070987. Registered Address: 2 Minster Court, Mincing Lane, London EC3R 7PD. Authorised and regulated by the Financial Conduct Authority. FCA Register Number 308400.

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 202312. Registered at 20 Gracechurch Street, London, EC3V 0B

## ***Other Important Information continued...***

### How to make a complaint

Geo Agriculture's aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times Geo Agriculture are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your** certificate or the handling of a claim **You** should, in the first instance, contact or the Broker where applicable. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time. Making a complaint does not affect any of **Your** legal rights.

Please contact Geo Agriculture using one of the following methods:

Post: Geo Agriculture, The Hamlet, Hornbeam Park, Harrogate HG2 8RE

Telephone: 0344 346 0251

Email: [agrieb@geoagriculture.com](mailto:agrieb@geoagriculture.com)

If **You** remain dissatisfied after Geo Agriculture has considered **Your** complaint, or if **You** have not received a written final response within eight weeks from the date of **Your** complaint, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service who will independently consider **Your** complaint free of charge. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123 Tel (Outside UK): +44 (0) 20 7964 0500 Fax: +44 (0)20 7964 1001

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note:

- If entitled **You** must refer **your** complaint to the Financial Ombudsman Service within six months of the date of the final response.

### Compensation (Financial Services Compensation Scheme)

Geo Agriculture and the insurers of this Policy are covered by the Financial Services Compensation Scheme (FCSC)

If **We** are unable to meet Our obligations, **You** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim

Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)

### Privacy Notice

#### **Information we process**

**You** should understand that information **You** provide, have provided and may provide in future will be processed by **Us**, in compliance with UK data privacy laws for the purpose of providing insurance, handling claims and/or responding to complaints.

#### **Information containing personal and sensitive personal information**

Information **we** process may be defined as personal and/or sensitive personal information. Personal information is information that can be used to identify a living individual e.g. name, address, driving licence or national insurance number. Personal information is also information that can identify an individual through a work function or their title.

In addition, personal information may contain sensitive personal information; this can be information about **Your** health and/or any criminal convictions. **We** will not use personal and/or sensitive personal information except for the specific purpose for which **You** provide it and to carry out the services as set out within this notice.

## ***Other Important Information continued...***

### **Collecting electronic information**

If **You** contact **Us** via an electronic method, **we** may record **Your** Internet electronic identifier i.e. **Your** internet protocol (IP) address. **Your** telephone company may also provide **Us** with **Your** telephone number.

### **How we use Your information**

**Your** personal and/or sensitive personal information may be used by **Us** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims; and/or
- prevent fraud.

### **Who we share Your information with**

**We** may pass **Your** personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.

**We** may also share **Your** personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within **Our** Group of companies to:

- assess financial and insurance risks;
- recover debt;
- to prevent and detect crime; and/or
- develop products and services.

**We** will not disclose **Your** personal and/or sensitive personal information to anyone outside **Our** Group of companies except:

- where **we** have **Your** permission;
- where **we** are required or permitted to do so by law;
- to other companies who provide a service to **Us** or **You**; and/or
- where **we** may transfer rights and obligations under the insurance.

### **Why it is necessary to share information?**

Insurance companies share claims data to:

- ensure that more than one claim cannot be made for the same personal injury or **property damage**;
- check that claims information matches what was provided when the insurance was taken out;
- act as a basis for investigating claims when **we** suspect that fraud is being attempted; and/or
- respond to requests for information from law enforcement agencies.

### **The transferring of information outside the European Economic Area**

In providing insurance services, **we** may transfer **Your** personal and/or sensitive personal information to other countries including countries outside the European Economic Area. If this happens **we** will ensure that appropriate measures are taken to safeguard **Your** personal and/or sensitive personal information.

### **Access to Your information**

**You** have a right to know what personal and/or sensitive personal information **we** hold about **You**. If **You** would like to know what information **we** hold, please contact the Data Protection Officer at the address listed within this notice, stating the reason for **Your** enquiry. **we** may write back requesting **You** to confirm **Your** identity, **we** may also charge a fee of £10 for processing **Your** enquiry.

If **we** do hold information about **You**, **we** will:

- give **You** a description of it;
- tell **You** why **we** are holding it;
- tell **You** who it could be disclosed to; and
- let **You** have a copy of the information in an intelligible form.

## Other Important Information continued...

If some of **Your** information is inaccurate, **You** can ask **Us** to correct any mistakes by contacting our Data Privacy Officer.

### Providing consent to process Your information

By providing **Us** with **Your** personal and/or sensitive personal information, **You** consent to **Your** information being Used, processed, disclosed, transferred and retained for the purposes set out within this notice.

If **You** supply us with personal information and/or sensitive personal information of other people, please ensure that **You** have fairly and fully obtained their consent for the processing of their information. **You** should also show this notice to the other person.

**You** should understand that if **You** do not consent to the processing of **Your** information or **You** withdraw consent, **we** may be unable to provide **You** with insurance services.

### Contacting us

If **You** have any questions relating to the processing of **Your** information, please write to us via Geo Agriculture, The Hamlet, Hornbeam Park, Harrogate HG2 8RE.

## Employers' Liability Tracing Office (ELTO)

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

Certain information relating to **your** insurance **certificate** including, without limitation,

- the **certificate** number(s);
- employers' names and addresses (including subsidiaries and any relevant changes of name);
- dates of cover;
- employer's reference numbers provided by Her Majesty's Revenue and Customs; and
- Companies House reference numbers (if relevant)

will be provided to the ELTO and added to an electronic database ("the database").

This information will be made available by **us** to ELTO in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

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

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

The database will be managed by ELTO.

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

## Rights of Third Parties

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

In addition, personal information may contain sensitive personal information; this can be information about Your health and/or any criminal convictions.

We will not use personal and/or sensitive personal information except for the specific purpose for which You provide it and to carry out the services as set out within this notice.

## Choice of Law and Jurisdiction

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

## Language

The language of **your certificate** and any communication throughout the duration of the **period of insurance** will be English

## General Definitions

### Applicable to all Sections

Definitions are set out below unless otherwise shown in a particular **Certificate** Section. Any word or phrase, other than titles and paragraph headings, which has a definition is printed throughout this **Certificate**, schedule or any endorsement relating to this policy in **bold** type. Any defined word or phrase in the singular is deemed to include the plural and those in the plural are deemed to include the singular.

<b>Aggregate</b>	The maximum amount <b>we</b> will pay for all <b>occurrences</b> during the <b>period of insurance</b> .
<b>Asbestos</b>	Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.
<b>Broker</b>	The insurance advisor who placed this insurance on <b>your</b> behalf.
<b>Business</b>	<b>Your</b> business or occupation stated in the <b>schedule</b> and includes: a) the provision and management of canteen social sports and welfare organisations for the benefit of <b>your employees</b> and first aid fire and ambulance services; b) private work undertaken with <b>your</b> consent by <b>employees</b> for any director partner or senior official of <b>yours</b> ; c) the occupation use and/or maintenance of premises in connection with <b>your</b> business.
<b>Certificate</b>	All terms, provisions, exclusions, conditions and Limits of Indemnity set out in this document; and a) the <b>schedule</b> , notices and other documents attaching from time to time; and b) all <b>endorsements</b> incorporated and issued for incorporation in this document all of which must be read together and constitute the contract of insurance.
<b>Commercial customer</b>	An individual, company, body corporate, partnership or similar, not being a <b>consumer customer</b> .
<b>Consumer customer</b>	A natural person acting wholly or mainly for purposes outside his trade, business or profession.
<b>Employee</b>	a) any person employed by <b>you</b> under a contract of service or apprenticeship; b) any person supplied to hired by or borrowed by <b>You</b> ; c) labour masters and persons supplied by them; d) persons employed by labour only subcontractors; e) self-employed persons and voluntary helpers; f) any person attending under a work experience scheme; g) a prospective employee who is undergoing practical work experience whilst being assessed by <b>you</b> as to his or her suitability for employment; working for <b>you</b> in connection with the <b>business</b> .

## General Definitions continued...

<b>Endorsement / endorsed</b>	A change in the terms and conditions of this insurance.
<b>Geo Agriculture</b>	Geo Agriculture is a trading name of Geo Underwriting Services Limited. Registered in England No. 4070987. Registered Address: 2 Minster Court, Mincing Lane London EC3R 7PD. Authorised and regulated by the Financial Conduct Authority. FCA Register Number 308400.
<b>Micro-enterprise</b>	Any <b>commercial customer</b> which has an annual turnover or balance sheet of 2 million Euros or less and fewer than 10 employees or as may be defined by the Financial Conduct Authority Handbook.
<b>Occurrence</b>	a series of occurrences arising out of one original cause however many claims may arise from that original cause
<b>Offshore</b>	From the time of embarkation onto a conveyance at the point of departure from land to an offshore rig or offshore platform until disembarkation from a conveyance onto land upon return from an offshore rig or offshore platform.
<b>Pollution</b>	a) Pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory; and b) all loss, damage or injury directly or indirectly caused by that pollution or contamination.
<b>Principal</b>	any person company firm or public authority with whom <b>you</b> have entered into a contract for work or services
<b>Schedule</b>	The <b>schedule</b> is part of this insurance and contains <b>your</b> details, the premises, the Sums Insured/Limits of Indemnity, the <b>period of insurance</b> and the Sections of this insurance which apply.
<b>Territorial Limits</b>	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
<b>United Kingdom</b>	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
<b>We / Us / Our</b>	AXA Insurance UK plc
<b>You / Your / the Insured</b>	The person(s), firm, company or organisation shown in <b>your schedule</b> as the insured.

# Claims Conditions and Procedure

*Applicable to all Sections, unless stated otherwise.*

Any word or phrase, other than titles and paragraph headings, in this Claims Conditions and Procedure which is in **bold** type will have the meaning shown in General Definitions unless otherwise shown in a particular **Certificate** section.

You must comply with the following conditions

to have the full protection of **your certificate**. If **you** do not comply then **we** may at **our** option take one or more of the following actions

1. Cancel **your certificate**
2. Declare **your certificate** void (treating **your certificate** as if it had never existed)
3. Change the terms of **your certificate**
4. Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

## 1. Notification

### 1.1 You must:

- 1.1.1. give notice in writing to **us**, as soon as reasonably practicable, of any occurrence that may give rise to a claim under any Section of this **certificate**;
- 1.1.2. give all additional information as **we** may reasonably require, together with (if required) a statutory declaration of the truth of the claim and of any matters connected with the claim;
- 1.1.3. take all reasonable care to limit any loss, damage or injury;
- 1.1.4. inform the Police as soon as reasonably practicable following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property; and

### 1.2 **Applicable to Section A - Employers' Liability and Section B - Public and Products Liability**

- 1.2.1. If a claim for liability is made against **you** every impending prosecution, inquest or fatal accident enquiry claim, summons or process and all documents relating to them must be forwarded to **us** as soon as reasonably practicable and unanswered, but no later than fourteen (14) days after receipt.
- 1.2.2. **You** must not make any admission, offer, promise or payment without **our** written consent.

### 1.3 **Applicable to Section C - Property Damage**

- 1.3.1. On the happening of any event which could give rise to a claim under this Section: in respect of **livestock you** must:
  - 1.3.1.1 arrange without delay and at **your** own expense all veterinary evidence as **we** may reasonably require;
  - 1.3.1.2 provide satisfactory proof of the identity and value of the **livestock** as **we** may reasonably require.
- 1.3.2 in respect of theft and/or malicious damage **you** must, upon discovery of the theft or malicious damage;
  - 1.3.2.1 notify the Police as soon as reasonably practicable; and
  - 1.3.2.2 give notice in writing to **us**, as soon as reasonably practicable, and at **your** own expense submit a claim in writing within 30 days together with detailed proof and particulars as **we** may reasonably require.
- 1.3.3 **You** must retain ownership of **your** property at all times. **we** will not take ownership of, or accept liability for, any of **your** property unless **we** agree with **you** in writing before doing so.

### 1.4 **Applicable to Section D - Personal Accident**

- 1.4.1 In the event of an **accident** which might result in a claim under this Section:
  - 1.4.1.1 the **insured person** must as soon as possible after the occurrence of any **Injury** place themselves in the care of and follow the advice of a qualified registered medical practitioner; or
  - 1.4.1.2 if the **insured person** is found unconscious, the emergency services must be summoned as soon as possible upon the discovery that the **insured person** is unconscious.
  - 1.4.1.3 **You** must not make any admission, offer, promise or payment without **our** written consent.

### 1.5 **Applicable to Section E - Abandonment**

- 1.5.1 **You** must notify **us** as soon as reasonably practicable upon taking the decision to **cancel** or **abandon** an insured **shoot**.
- 1.5.2 In support of **your** claim **you** must provide satisfactory evidence of **extreme of weather** at the time of and at the location of the insured **shoot** which is the subject of the claim. A copy of a Met Office weather warning confirming that the location of the **shoot** to have experienced conditions amounting to an **extreme of weather** on the day of the **shoot** will be deemed satisfactory evidence.

## **2. Basis of Settlement**

### **2.1 Applicable to Section C – Property Damage**

- 2.1.1 In the event of destruction of or damage to **machinery we** will pay the value of the property at the time of its destruction or the amount required to repair the damage, up to the applicable Sum Insured.
- 2.1.2 In the event of loss of or injury to **livestock we** will pay the value of the property at the time of its loss of or injury, up to the applicable Sum Insured.
- 2.1.3 In the event of damage to **buildings we** will pay the cost of reinstatement being:
- 2.1.3.1 where the property is destroyed the cost of its replacement by similar property;
  - 2.1.3.2 where the property is damaged the cost of repairing or restoring damaged portions to a condition substantially the same as but not better or more extensive than its condition when new;
- up to the applicable Sum Insured and including costs as defined in **COVER 3a) and 3b) of Section C – Property Damage.**
- 2.1.4 Despite paragraph 2.1.3 above, **we** may at **our** own option reinstate or replace any property destroyed or damaged without being bound to reinstate exactly or completely, but only as circumstances permit and in a reasonably sufficient manner. **you** must, at **your** own expense produce and provide **us** with all relevant plans, documents books and information as **we** may reasonably require.

### **2.2 Applicable to Section D – Personal Accident**

- 2.2.1 All **certificates**, information and evidence required by **us** in support of a claim must be provided to **us** at **your** expense or the **insured person's** own expense and must be in a format and of any nature as **we** may prescribe. When required the **insured person** must submit to medical examination on **our** behalf at **our** expense in respect of any alleged **Injury**.
- 2.2.2 In the event of the death of the **insured person** within 12 (twelve) months from the date of an **accident we** will be entitled to have a post mortem examination at **our** own expense.
- 2.2.3 In the event of any **Injury** or **Injuries** arising out of one **accident we** will only be liable to make payments in respect of Benefit 3 of "**3-Table of Benefits**" on **page 34**:
- 2.2.3.1 if the insured person is able to provide medical evidence from a qualified registered practitioner, to **our** satisfaction, that the **insured person** is unable to perform any part of their usual occupation for the period being claimed; and
  - 2.2.3.2 for a period no longer than 52 weeks.
- 2.2.4 In respect of any **Injury** or **Injuries** arising out of one **accident** payment will not be made under more than one of the Benefits 1 to 3 of "**3-Table of Benefits**", except that:
- 2.2.4.1 if a claim has been admitted and becomes payable in respect of item 3 of "**3-Table of Benefits**"; and
  - 2.2.4.2 within 12 (twelve) months of the same **accident**, that **insured person** dies or is found to be suffering **permanent total disablement** as a result of the same **Injury** or **Injuries** sustained during that **accident** and **we** then admit a claim for death or **permanent total disablement**;
- We** will pay the applicable Benefit 1 or 2 of "**3-Table of Benefits**" less a deduction for any amount(s) already paid in respect of the **insured person** under item 3 of "**3-Table of Benefits**" for the same **accident**.
- 2.2.5 **We** will have no further liability to make any payment in respect of an **insured person** after a claim for Benefits 1 or 2 of "**3-Table of Benefits**" has been admitted and become payable.
- 2.2.6 If **Injuries** sustained by an **insured person** in the same **accident** result in more than one of the permanent disablements 2d) to 2f) shown in "**3-Table of Benefits**" the total sum payable in respect of all disablement suffered by that **insured person** will not exceed the amount specified as insured under Benefit 1 (Death).
- 2.2.7 The extent of permanent disablement will be determined within 12 calendar months of the happening of the **accident**, if possible by agreement between **you** and **us**.

## Claims Conditions and Procedure continued...

2.2.7.1 If mutual agreement cannot be reached then the extent of permanent disablement will be determined by medical examination to be conducted by two surgeons, one to be chosen by **you** and the other by **us**.

Each party will be liable to pay the fees of the surgeon chosen by them.

2.2.7.2 The two surgeons, if they are not able to agree on the extent of permanent disablement, may select a third surgeon and the decision in writing of agreement of any two of these surgeons will be binding upon **you** and **us**.

If a third is necessary, **you** and **we** will each be liable to pay half the fees of the third surgeon.

2.2.8 In the event of the disappearance of the **insured person**, if the **insured person** is not found within twelve months of disappearing and sufficient satisfactory evidence is produced to **us** which leads **us** inevitably to the conclusion that the **insured person** has sustained **bodily injury** causing the **insured person's** death, **we** will pay the amount specified as insured under Benefit 1 (Death) of "**3-Table of Benefits**", if applicable, provided that the person or persons to whom the benefit is paid sign an undertaking to refund that amount to **us** if the **insured person** is subsequently found to be alive or to have been alive more than twelve months after disappearing.

### 3. Value Added Tax

3.1 To the extent that **you** are accountable to the Tax Authorities for Value Added Tax all Terms in the **certificate** will be exclusive of that Tax.

3.2 For the purpose of this condition any adjustment implemented in Current Cost Accounting will be disregarded.

### 4. Our Rights

4.1 On the happening of any damage or injury in respect of which a claim is made **we** and any person authorised by **us** may:

4.1.1 enter take or keep possession of the premises where that damage has occurred;

4.1.2 take possession of or require to be delivered to them the property insured;

for all reasonable purposes and in any reasonable manner without incurring any liability or diminishing any of **our** rights under this **certificate**.

4.2 No property may be abandoned to **us** whether taken possession of by **us** or not.

### 5. Other Interests

#### 5.1 Applicable to Section C – Property Damage

The names of any parties not detailed in the **schedule** to this **certificate** who have an interest in any of the property insured must be declared by **you** to **us** in writing at the time of any loss or damage.

### 6. Claims handling

6.1 **You** must not make any admission, offer, promise or payment without **our** written consent.

6.2 **You** must give all information and assistance as **we** may reasonably require.

6.3 **We** must be entitled to;

6.3.1. take over and conduct in **your** name the defence or settlement of any claim; or

6.3.2 prosecute in **your** name for **your** own benefit any claim for **indemnity** or damages or otherwise; and

**We** will have full discretion in the conduct of any proceedings and in the settlement of any claim.

### 7. Discharge of liability

**We** may at any time pay to **you** in connection with any claim or series of claims under this **certificate** to which an **indemnity** applies the applicable Sum Insured or Limit of Indemnity (after deduction of any sums already paid) or any lesser amount for which the claims can be settled and upon payment being made, **we** will relinquish the conduct and control of and be under no further liability in connection with those claims, except for the payment of defence costs incurred before the date of that payment (unless the applicable Limit of Indemnity is stated to be inclusive of defence costs).

7.1 However if **we** exercise the above option and the amount required to dispose of any claim or series of claims exceeds the Limit of Indemnity and the balance of the amount required to dispose of the claim is insured either in whole or in part with defence costs payable in addition to the Limit of Indemnity under this **certificate** then **we** will also contribute **our** proportion of subsequent defence costs incurred with **our** consent.

## 8. Other insurance, contribution, average and subrogation

### 8.1 *Applicable to Section A- Employers' Liability, Section B – Public and Products Liability and Section E – Abandonment*

If in respect of any claim under either of these Sections of the **certificate** there is any other insurance or **indemnity** in **your** favour in force relative to that claim, or there would be but for the existence of this **certificate our** liability will be limited to the amount in excess of that which is or would have been payable (but for the existence of this **certificate**) in respect of that claim but always limited to the applicable Limit of Indemnity

### 8.2 *Applicable to Section C – Property Damage*

8.2.1 If any damage covered under this Section is also covered by any other insurance **our** liability to **you** will be limited to **our** ratable proportion of that damage; and

8.2.2 If that other insurance is subject to any "condition of Average" then this **certificate**, if not already subject to any "condition of Average" will be deemed subject to the same "condition of Average" as the other insurance to the extent that it can be applied to this **certificate**; and

8.2.3 If the other insurance is subject to any provision:

8.2.3.1 which it will only pay or **indemnify you** as excess of this the indemnity or benefits payable under this **certificate**; or

8.2.3.2 by which it is prevented from contributing proportionately to the damage

**our** liability will be limited to that proportion of the damage which the Sum Insured or limit of indemnity under this **certificate** bears to the value of the property.

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

## 9. Arbitration

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

This condition does not apply to Section A – Employers' Liability and Section B Public and Products liability.

# General Conditions

*The following General Conditions are applicable to all Sections of the certificate unless stated otherwise*

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

1. Cancel **your certificate**
2. Declare **your certificate** void (treating **your certificate** as if it had never existed)
3. Change the terms of **your certificate**
4. Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

There are additional conditions under each section of cover

## 1A. Presentation of risk – ( Consumer Customers only)

When taking out, renewing or making changes to this **certificate**, **you** or **your** agent (acting on **your** behalf) must take reasonable care to provide accurate and complete answers to all questions. **We** may ask **you** to provide further information and/or documentation to ensure that the information **you** provided when taking out, making changes to or renewing **your certificate** was accurate and complete.

## 1B. Presentation of risk – ( Commercial Customers only)

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

1. If the failure to make a fair presentation of the risk is deliberate or reckless we can elect to make **your certificate** void and keep the premium. This means treating the policy as if it had not existed and that **we** will not return **your** premiums, or
2. If the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had **you** made a fair presentation, then **we** can elect to make **your certificate** void and return **your** premium or
3. If the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **you** made a fair presentation of the risk then **we** can:
  - a) reduce proportionately any amount paid or payable in respect of a claim under **your certificate** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
  - b) treat **your certificate** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** made a fair presentation.
4. Where **we** elect to apply one of the above then
  - a) if **we** elect to make **your certificate** void, this will be from the start of the **certificate**, or the date of variation or from the date of renewal.
  - b) **we** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the **certificate**, or the date of variation or from the date of renewal
  - c) **we** will treat the **certificate** as having different terms imposed from the start of the **certificate**, or the date of variation or from the date of renewal depending on when the failure to make a fair presentation occurs.

**2A. Change in circumstances ( Consumer customers only)**

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

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

- 1) change of address
- 2) if **you** have been declared bankrupt or been subject to bankruptcy proceedings
- 3) if **you** have received a police caution for/or been convicted of/or charged with any offence other than driving offences.

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

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

**2B. Change in risk ( Commercial customers only)**

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

- 1) to the **business**
- 2) in the person, firm, company or organisation shown in **your schedule** as **the insured**
- 3) to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of **your certificate**.

**Your certificate** will come to an end from the date of the change unless **we** agree in writing to accept an alteration.

**We** do not have to accept any request to vary **your certificate**. If **you** wish to make any alteration to **your certificate** **you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance. If **we** accept any variation to **your certificate**, an increase in the premium or different terms or conditions of cover may be required by **us**.

**3. Fraud**

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

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

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

**We** will

- 1) refuse to pay the claim
- 2) declare the **certificate** void from the date of the fraudulent act without any refund of premiums.

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

#### **4. Sanctions**

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

#### **5. Precautions**

**You** must take reasonable steps to

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

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

#### **6A . Cancellation (Consumer customers only)**

##### **a) By us**

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

- 1) **You** provide **us** with inaccurate or incomplete information. Please see general condition 1A for further information.
- 2) **You** make a change to **your** information which renders the risk no longer acceptable for **us** to insure. Please see general Condition 2A for further information.
- 3) **You** act in a fraudulent manner. Please see Fraud condition (general condition 3) for further information.
- 4) **You** fail to pay the premium or default if **you** are paying by instalments.

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

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

##### **b) By You**

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

Where **your certificate** is cancelled in accordance with any of the above provisions, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation, provided that no claim has been paid or is outstanding in the current **period of insurance**. Cancellation of **your certificate** will not affect any claims or rights **you** or **we** may have before the date of cancellation. **We** do not have to offer renewal of **your certificate** and cover will cease on the expiry date.

**6B. Cancellation (Commercial customers only)**

- 1) **You** may cancel **your certificate** within 14 days of receiving **your certificate** in the first **period of insurance** if for any reason **you** are dissatisfied or the **certificate** does not meet **your** requirements.
- 2) **You** may cancel **your certificate** at any time if the **business** is sold by **you** or **you** cease trading or **you** sell all the property insured shown in **your schedule**
- 3) **We** can cancel **your schedule**
  - a) at any time by giving 30 days written notice to **your** last known address
  - b) immediately, without giving **you** notice if the premium has not been paid to **us**.

Where **your certificate** is cancelled in accordance with any of the above provisions, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation, provided that no claim has been paid or is outstanding in the current **period of insurance**. Cancellation of **your certificate** will not affect any claims or rights **you** or **we** may have before the date of cancellation.

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

**7. Adjustment of premium**

If any part of the premium is provisionally based on **your** estimates **you** must keep accurate records and within thirty (30) days of the expiry of the **period of insurance** declare actual values as **we** require. The premium will then be adjusted and any difference paid or allowed to **you**, except that if the premium stated in the **schedule** is expressed as "minimum" and the premium adjustment calculation results in an amount which is less than the "minimum" stated in the **schedule**, a rebate of premium will not be paid to **you**. Where the estimates include remuneration to **employees**, the required declaration must also include remuneration to all persons defined as **employees** by this **certificate**. Failure to declare these particulars to **us** will entitle **us** to estimate those actual values if **we** so wish and to assess further premium payment due calculated on **your** original estimated values

# General Conditions

*Applicable to all Sections, unless stated otherwise*

**We will not indemnify you in respect of:**

## **1. Nuclear Risk**

- a) Loss or destruction of or damage to any property or any loss or expense resulting or arising from loss or destruction of or damage to any property or any financial loss;
- b) any legal liability;

directly or indirectly caused by or contributed to by or arising from;

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of any explosive nuclear assembly.

## **2. Sonic Bang**

Damage as the direct result of pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

## **3. War**

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

## **4. Computers and/or Electronic Equipment**

Any loss, damage, cost or expense, whether preventative, remedial or otherwise, directly or indirectly caused by or arising out of:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving the change of date formatting, or any other date change, including leap year calculations, by any computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether **your** property or not; or
- b) any change, alteration, or modification involving the change of date formatting, or any other date change, including leap year calculations, to any computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether **your** property or not.

This Exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

## Section A- Employers' Liability (optional)

### 1 - Definitions

*Applicable to Section A- Employers' Liability and Claims Conditions and Procedures*

<b>Bodily Injury</b>	death illness disease or nervous shock
<b>Terrorist act</b>	Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

### 2 - Cover

We will indemnify you:

1. against all sums which **you** will become legally liable to pay as damages in respect of **bodily injury** to any **employee** caused during the **period of insurance** and arising out of and in the course of employment by **you** within the **territorial limits** in connection with the **business**.
2. In respect of any **occurrence** covered by this Section **we** will also pay all legal costs recoverable by any claimant from **you**;
  - a. all costs and expenses incurred in connection with negotiations actions or proceedings whilst **we** retain the absolute conduct and control of those negotiations actions or proceedings or costs and expenses which have been incurred with **our** written consent;
  - b. all solicitor's fees incurred with **our** written consent for representation at
    - i. any coroner's inquest or fatal enquiry;
    - ii. proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty.

### Right of Recovery

The **indemnity** provided is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** in the **territorial limits**. However **you** must repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of that law.

### Limit of Indemnity – Other than for Terrorist act and Asbestos

**Our** liability for all damages payable for any one **Occurrence** will not exceed the Limit of Indemnity shown in the **schedule** to this Section. The Limit of Indemnity will include payments as provided under:

- a) Extension - Unsatisfied court judgments below
- b) "Extensions to Section A- Employers' Liability and Section B – Public and Products Liability:
- c) Compensation for Court Attendance";
- d) and all other legal costs and expenses.

### Limit of Indemnity – Terrorist act

**Our** total liability to pay damages and or claimants costs, fees and expenses payable in respect of any one claim and arising out of **terrorist act** will not exceed the sum of £5,000,000 (five million pounds).

### Limit of Indemnity – Asbestos

**Our** liability under this Section for damages and costs and expenses payable in respect of any one claim arising out of any one event or all events of a series caused by or attributable to one source or original cause and in respect of which a link has been or is established to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to **asbestos** or materials or products containing **asbestos** will not exceed £5,000,000 (five million pounds).

### **3. Extension - Unsatisfied court judgments**

In the event that:

- a) a judgment for damages is obtained against any company or individual operating from premises within the **United Kingdom** by any **employee** in respect of **bodily injury** caused during any **period of insurance** arising out of and in the course of their employment by **you** in the **business**; and
- b) it remains unsatisfied in whole or in part six months after the date of such judgment;
  - i. at **your** request **we** will **indemnify** the **employee** or their personal representative up to the Limit of Indemnity for the amount of damages and awarded costs which remain unsatisfied as long as there is no appeal outstanding;
  - ii. any payment made by us will only be in respect of bodily injury which would otherwise be within the scope of cover of this Section A- Employers' Liability;
  - iii. any payment made by **us** will only be in respect of liability for which **you** would have been entitled to **indemnity** under this Section A- Employers' Liability if the judgment had been made against you; and
  - iv. **We** will be entitled to take over and prosecute for **our** own benefit any claim against any other party and **you**, the **employee** or their personal representatives must give all information and assistance **we** may reasonably require.

### **4. Exclusions**

**We** will not **indemnify you** against liability:

1. which is assumed by **you** under contract unless liability would have arisen in the absence of that contract.
2. arising under penalty clause or in respect of liquidated damages.
3. caused by or arising out of **pollution**.
4. arising **offshore**.
5. for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation.

The clauses comprising **5-Conditions** below are conditions of this insurance that **you** need to meet as **your** part of this contract. If **you** do not meet any of these conditions and that either causes a claim or contributes to a claim, **we** may reject that claim or payment in respect of that claim could be reduced. In some circumstances **your certificate** may not be valid.

### **5. Conditions**

1. **We** will have at all reasonable times free access to inspect each place of **business** at which **you** employ persons covered by this Section.
2. It is a condition of this insurance that **you** do not manufacture mine process distribute test remediate remove store dispose of sell or use **asbestos** or materials or products containing **asbestos**.
3. The **indemnity** granted by this insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** in the **United Kingdom**, and **offshore** installations in territorial waters around the **United Kingdom** and its Continental Shelf, BUT **you** must repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of that law.

## Section B – Public and Products Liability (optional)

### 1. Definitions

*Applicable to Section B – Public and Products Liability and Claims Conditions and Procedures*

<b>Business</b>	<b>Your</b> business or occupation stated in the <b>schedule</b> and includes: a) the provision and management of canteen social sports and welfare organisations for the benefit of <b>your employees</b> and first aid fire and ambulance services;  b) private work undertaken with <b>your</b> consent by <b>employees</b> for any director partner or senior official of <b>yours</b> ;  c) the occupation use and/or maintenance of premises in connection with <b>your</b> business;  d) tuition, instruction, safety briefing and advice given by an <b>employee</b> or member of <b>your</b> syndicate/ club who is a licensed person.
<b>Bodily Injury</b>	death illness disease or nervous shock
<b>Contractual liability</b>	Legal liability assumed by <b>you</b> under the express or intended terms of any contract or agreement that restrict <b>your</b> right of recovery, or increase <b>your</b> liability at law beyond that applicable in the absence of those terms.
<b>Electronic data</b>	Facts, concepts or information in a form usable for communications, interpretation or processing by electronic or electro-mechanical data processing or electronically controlled equipment which includes programmes, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.
<b>Product</b>	anything sold supplied installed erected repaired altered cleaned or treated by <b>you</b> from or in the <b>United Kingdom</b>
<b>Terrorist act</b>	Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

### 2. Cover

**We will indemnify you:**

- against all sums which **you** become legally liable to pay as compensation in respect of:
  - bodily injury** to any person;
  - accidental loss of or damage to material property;
  - accidental obstruction trespass nuisance or interference with any right of way light air water or easement; or
  - wrongful arrest or malicious prosecution;  
happening within the **territorial limits** in connection with the **business** and occurring during the **period of insurance**;  
and
  - bodily injury** to any person;
  - accidental loss of or damage to material property;  
occurring within the **territorial limits** during the **period of insurance**, caused by any **product** after it has ceased to be in **your** custody or control.
- in respect of any **occurrence** covered by this Section **we** will also pay;
  - all legal costs recoverable by any claimant from **you**;
  - all costs and expenses incurred in connection with negotiations actions or proceedings whilst **we** retain the absolute conduct and control of those negotiations actions or proceedings or which are incurred with **our** written consent;
  - all solicitor's fees incurred with **our** written consent for representation at;
    - any coroner's inquest or fatal enquiry;
    - proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty.

### **Limit of Indemnity**

**Our** liability for all compensation (including legal costs recoverable by any claimant) payable to any claimant or any number of claimants in respect of or arising out of any one **occurrence** or all **occurrences** of a series resulting from or attributable to one source or original cause will not exceed the Limit of Indemnity specified in the **schedule** to this Section but in respect of **products** supplied or **pollution** the Limit of Indemnity will apply to all insured **occurrences** during the **period of insurance**.

Costs, expenses and fees recoverable will be paid in addition to the Limit of Indemnity.

## **3. Extensions**

### **1. Motor Contingent Liability**

For the purpose of this Provision the expression "**INSURED**" refers only to **the Insured** specified in the **schedule** to this Section and not as extended by the "**Definitions**" of this Section.

Despite Exclusion 6 b) the **indemnity** by this Section extends to include the use of any motor vehicle or trailer attached to a motor vehicle within the **territorial limits** in the course of the **business** provided that:

- a) the vehicle or trailers are:
  - i) not the property of or provided by the **INSURED**;
  - ii) not being driven by the **INSURED**;
  - iii) not being used in circumstances in which it is compulsory for **you** or the driver to insure or provide security as a requirement of relevant Road Traffic Act legislation;
- b) **we** will not be liable for damage to the vehicles or trailers.

### **2. Member to Member Liability**

**We** will **indemnify** individual members of **the Insured** as if a separate **certificate** had been issued to each provided that **our** total liability will not exceed the stated Limits of Indemnity.

## **4. Exclusions**

We will not indemnify **you** against:

1. The first £250 in respect of loss or damage to third party property
2. Liability
  - a) for contractual liability in connection with **products**
  - b) where the terms of any contract or agreement made by **you**, prevent us from taking over the full defence or settlement of the claim
  - c) to pay liquidated damages, or any contractual fines or amounts payable under contractual penalty clauses.,
3. Liability arising from participation in any activity covered by this insurance:
  - a) by anyone under the age of fifteen (15) years old at the time of the accident resulting in a claim against **you** unless accompanied and supervised by a licensed person aged twenty-one (21) or older
  - b) by anyone under the age of ten (10) years old at the time of the accident resulting in a claim against **you**.
4. Liability arising as a result of any tuition, instruction, safety briefing and advice given as an exhibitor at country fairs and game fairs unless notified to and accepted by **us** and only then if **we** agree in writing to waive this exclusion Individually for each exhibition, country fair and game fair accepted by **us**
5. Liability arising as a result of any:
  - a) activities as an exhibitor or participant in any activity, other than as a member of the general public, at country fairs and game fairs unless notified to and accepted by **us** for each individual exhibition, country fair and game fair;
  - b) tuition, instruction, safety briefing and advice given as an exhibitor at country fairs and game fairs unless notified to and accepted by **us** and only then if we agree in writing to waive this exclusion 5.b) individually for each exhibition, country fair and game fair accepted by **us**.

## Section B – Public and Products Liability continued...

6. Liability arising;
  - a) from bodily injury sustained by an **employee** and arising out of and in the course of his or her employment by **you**.
  - b) from the ownership possession or use by or on **your** behalf ;
    - i) any mechanically propelled vehicle which is being used in circumstances in which a Road Traffic Act Certificate of Motor Insurance is required;
    - ii) any aircraft hovercraft or watercraft (other than hand-propelled watercraft).
  - c) for loss of or damage to property owned by **you** or in **your** custody or control except;
    - i) premises not owned or leased by **you** (including their contents not the subject of work by **you** or on **your** behalf) at which **you** are undertaking work in connection with the **business**;
    - ii) personal effects (including vehicles and their contents) belonging to directors or **employees** of **yours** or to visitors whilst temporarily on or about **your** premises other than for the purpose of servicing maintenance alteration or repair.
  - d) out of advice plan design formula or specification given
    - i) for a fee;
    - ii) in connection with any **product** supplied (other than normal instructions for proper use or maintenance).
  - e) the cost or value of any **product** which is lost or damaged where loss or damage is attributed to any defect in the **product** or the harmful nature or unsuitability of the **product**.
  - f) the direct or indirect cost of examining recalling repairing reconditioning modifying or replacing any **product**.
  - g) from and in respect of **products** (including **products** incorporated into another **product** by any third party) sold supplied to hired to installed erected repaired altered cleaned or treated by **you** or any third Party to or in the United States of America or Canada
  - h) from **products** sold supplied hired installed erected repaired altered cleaned or treated by **you** and which will be incorporated into any aircraft motor vehicles or motor cycles
  - i) for loss or damage to property against which **you** are required to effect insurance under clause 21.2 (i) of the JCT Standard Form of Building Contract (or any subsequent revision or substitution of that clause or contract)
  - j) under any penalty clause or in respect of liquidated damages, fines or punitive or exemplary damages resulting from the multiplication of compensatory damages.
  - k) from the sale and/or supply of fertilisers and/or animal feeding stuffs.
  - l) arising directly or indirectly out of, resulting from or in respect of which a link has been or is established to the manufacture mining processing distribution testing remediation removal storage disposal sale use 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 been operative in the sequence of events resulting in a loss.
7. Liability arising from food and drink sold, supplied, altered or treated by **you** except food and drink, supplied primarily for the use of **your employees** or for entertainment purposes
8. Liability caused by or arising out of **pollution**, but **we** will indemnify **you** against liability in respect of accidental **bodily injury** or accidental loss of or damage to property caused solely by **pollution** which results from a sudden, identifiable, unintended and unexpected incident if that incident takes place in its entirety at a specific and identified time and place during the **period of insurance** provided that;
  - a) all **pollution** which arises out of any one incident will be deemed to have occurred at the time that incident takes place.
  - b) nothing in this Exclusion will increase our liability to pay more than the Limits of Indemnity specified in the **schedule** in the aggregate in respect of damages costs fees and expenses awarded against **you** during any **period of insurance**
9. Liability arising out of **Terrorist Act**
10. liability caused by or arising from
  - a) authorised or unauthorised transmission of **electronic data**
  - b) the content of any website, **your** email, intranet or extranet
  - c) loss, distortion, erasure, corruption or alteration of **electronic data** or any loss of use resulting in reduction of functionality
  - d) failure of electronic, electromechanical data processing or electronically controlled equipment or electronic data to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

## Section B – Public and Products Liability continued...

11. Liability caused by or arising from a dispute with, or proceedings brought by, any person for
  - a) their existing, past or prospective contract of employment with **you**
  - b) a breach of employment related legislation.
12. Liability caused by or arising from any services **offshore**.
13. Liability caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.
14. Liability caused by or arising from war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition, or loss of or damage to property by or under the order of any government or public or local authority.
15. Liability
  - a) caused by or arising from any deliberate act, error or omission
    - i) where the results are intended or expected, or are reasonably foreseeable by **you**
    - ii) by anyone other than **you**, so far as cover is requested for their own liability
  - b) for clean up costs in circumstances where **you** have knowingly
    - i) deviated from any regulatory notice, order or protection ruling
    - ii) omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible.
16. Liability caused by or arising from
  - a) libel or slander
  - b) false statement
  - c) discrimination of any kind.
17. Liability caused by or arising from any services in, or on
  - a) aircraft
  - b) airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access.

## Extensions to Section A- Employers' Liability and Section B – Public and Products Liability

### 1. Cross Liabilities

Where more than one Insured is named in the **schedule** the cover provided by this Section applies separately to each Insured in the same manner and to the same extent as if a separate **certificate** had been issued to each provided however that **our** liability to all parties will not in the exceed the applicable Limit of Indemnity.

### 2. Compensation for Court Attendance

In the event of **you** or any director partner or **employee** of **yours** attending Court within the **United Kingdom** as a witness at **our** request in connection with a claim in respect of which **you** are entitled to **indemnity** under this Section **we** will compensate **you** at the following rates for each day on which attendance is required:

- a) **you** or any director or partner:.....£250
- a) any **employee**:.....£150

## Prosecution Defence Costs Extension

This Prosecution Defence Costs Extension applies to your insurance only where either or both of Section A- Employers' Liability and Section B – Public and Products Liability are stated as being "insured" in the schedule.

### 1. Definitions

*The following definitions are applicable only to this Prosecution Defence Costs Extension*

**Applicable legislation:** Health and Safety at Work etc Act 1974;  
Corporate Manslaughter and Corporate Homicide Act 2007;  
Health and Safety Inquiries (Procedure) Regulations 1975;  
or similar legislation in the United Kingdom; and  
Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990.

### 2. What is covered

We will indemnify you against:

- a) legal costs and expenses incurred with **our** written consent;
  - i) in the defence of any criminal proceedings brought against **you** in respect of an offence under or breach, whether actual or alleged, of any **applicable legislation** provided that the offence or breach is committed or is alleged to have been committed within the **United Kingdom** during the **period of insurance** in the course of the **business**;
  - ii) in an appeal against a conviction arising from the above proceedings;
- b) any prosecution costs awarded against **you** arising from those proceedings stated in paragraph a) above;
- c) costs and expenses, incurred with **our** written consent, of **your** legal representation at an inquiry ordered under any **applicable legislation** provided that the incident giving rise to the inquiry occurred within the **United Kingdom** during the **period of insurance** in the course of the **business**;

all of which proceedings or inquiry result from any matter which is the subject of **indemnity** under Section A- Employers' Liability and Section B – Public and Products Liability which is stated to be "insured" in **your schedule**.

For the purpose of this Extension:

1. **Our** total liability will not exceed:

- i) £1,000,000 in the aggregate in respect of sub-paragraphs a) and c) above;

inclusive of

- ii) £100,000 in the aggregate in respect of sub-paragraph b);

for all offences and breaches committed or alleged to have been committed and all incidents occurring during the **period of insurance**, which is payable in addition to the limit(s) of indemnity specified in the **schedule**, provided that nothing in this Extension will increase **our** liability to pay more than the applicable limit of indemnity under any Section of this **certificate**.

2. amounts payable under this Extension (for the avoidance of doubt) are not limited to situations where **we** have a financial interest in the outcome of the proceedings.

### 3. Conditions

1. We will refer claims under this Extension to one of our panel of expert legal advisors, but you can appoint your own legal representative should you wish.
2. If **you** elect to appoint **your** own legal representative the **indemnity** under this Extension will be payable for their services on the basis of **our** standard terms of appointment for legal representation or other reasonable terms of appointment to which **we** agree, **our** agreement not to be unreasonably withheld.
3. **We** are entitled to have sight of the appointed legal representative's file relating to the defence of a prosecution or representation at an inquiry which is the subject of a claim under this Extension and **you** are considered to have provided consent for **us** or **our** appointed agent to have sight of the file for auditing, quality and cost control purposes.
4. At any time **we** may seek an independent barrister's opinion as to the prospects of success in defending the prosecution. If the opinion is that a "not guilty" plea does not have a reasonable prospect of success then **we** will advise **you** of that opinion. Should **you** elect to continue with a "not guilty" plea then;

## ***Prosecution Defence Costs Extension Continued...***

- i) **we** will withdraw **our** support for **your** defence and be under no further obligation to **indemnify you** against any costs incurred from the date of **your** refusal to accept that opinion; unless
- ii) **you** obtain an independent barrister's opinion at **your** own expense which contradicts the opinion that **we** have obtained; in which case
- iii) **we** will ask the Chairperson or Vice-Chairperson of the Bar Council to appoint a Queen's Counsel to give a final opinion, at **our** expense, as to the prospects of success in defending the prosecution.

If the opinion of the Queen's Counsel agrees with **your** Barrister's opinion then **we** will continue to support **your** defence, but if it does not **we** will withdraw **our** support for **your** defence and be under no further obligation to **indemnify you** against any costs incurred from the date of the Queen's Counsel final opinion.

This does not affect **your** rights under "Claims Conditions and Procedure: 9. Arbitration" on page 14, nor (if **you** meet the criteria) to refer a dispute to the Financial Ombudsman Service by following the complaints procedure in "how to make a complaint on page 6"

5. In the event that **you** are dissatisfied with service provided by the appointed legal representative:

- i) during the proceedings **you** should raise this with them in the first instance. If **you** remain dissatisfied and they;
  - a) are a member of **our** panel **you** can complain to **us** by following the complaints procedure in "how to make a complaint on page 6
  - b) were **your** own appointment **you** could elect to replace them, but **you** must understand that;
    - this could prolong the court case;
    - whilst the consequences could be to **your** advantage they might be to **your** disadvantage;
    - this is likely to incur increased costs for which **we** would only **indemnify you** if **you** have made **us** aware of **your** dissatisfaction and if **we** have given **our** consent to replacement before it happens.

Nothing in this sub-paragraph 6.b removes or diminishes any other provision of this Extension.

- ii) after the proceedings have been concluded and a verdict handed down and they;
  - a) are a member of **our** panel **you** may complain to **us** by following the complaints procedure in "how to make a complaint on page 6
  - b) were **your** own appointment **you** can complain to them and if **you** remain dissatisfied **you** can refer **your** complaint to the Solicitors Regulation Authority Contact Centre on 0370 606 2555 or email [contactcentre@sra.org.uk](mailto:contactcentre@sra.org.uk).

### **4. Exclusions**

(what is not covered)

**We** will not **indemnify you** against:

- i) liability for fines or penalties of any kind;
- ii) liability, costs and expenses arising from or caused by any deliberate act or omission of any person eligible for an **indemnity** under this Extension if the result could reasonably have been expected to constitute a breach of the **applicable legislation** having regard to the nature and circumstances of that act or omission; and
- iii) costs and expenses where **indemnity** is provided by any other insurance.

## Section C – Property Damage (optional)

### 1. Definitions

*Applicable to Section C – Property Damage and Claims Conditions and Procedures*

<b>Building regulations</b>	Statutory Building or other Regulations or Bye-laws of any Municipal or Local Authority.
<b>Buildings</b>	Rearing Houses and Release Pens.
<b>Computer systems</b>	Computer or other equipment or component or system or item which processes stores transmits or receives data.
<b>Data</b>	Any data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.
<b>Defined peril</b>	Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.
<b>Denial of service attack</b>	Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or <b>computer systems</b> . Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other <b>computer systems</b> .
<b>Flood</b>	Damage caused by 1 the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam 2 inundation from the sea 3 inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building
<b>Hacking</b>	Unauthorised access to any <b>computer systems</b> whether <b>your</b> property or not.
<b>Heave</b>	Upward and/or lateral movement of the site on which <b>your buildings</b> stand caused by the swelling of the ground
<b>Insured events</b>	(Events covered as indicated on the <b>schedule</b> to this Section) <ol style="list-style-type: none"><li>1. <ol style="list-style-type: none"><li>a) Fire (whether resulting from explosion or otherwise) not occasioned by or happening through its undergoing any process involving the application of heat (other than grain drying);</li><li>b) Lightning;</li><li>c) Explosion;</li><li>d) Aircraft and other aerial devices or anything dropped from them;</li><li>e) Earthquake;</li><li>f) Subterranean fire;</li><li>g) Accidental Electrocution of <b>livestock</b>;</li><li>h) Spontaneous fermentation.</li></ol></li><li>2. <ol style="list-style-type: none"><li>a) Riot, Civil Commotion, Labour and Political disturbances, Strikes and Malicious Damage</li><li>b) Impact with the property from any cause.</li></ol></li><li>3. Storm, Tempest or Flood.</li><li>4. <ol style="list-style-type: none"><li>a) Theft or attempted theft; or</li><li>b) Actual or threatened assault or violence or use of force at the premises against <b>You</b> or any director partner or <b>employee</b> of <b>yours</b> or any other person lawfully on the premises.</li></ol></li></ol>

<b>Landslip</b>	Downward movement of sloping ground.
<b>Livestock</b>	Birds owned by <b>you</b> which have been or are being reared for the purpose of shooting.
<b>Machinery</b>	Bird Rearing equipment, Traps & Equipment.
<b>Phishing</b>	Any access or attempted access to <b>data</b> made by means of misrepresentation or deception.
<b>Subsidence</b>	Downward movement of the site on which <b>your buildings</b> stand by a cause other than the weight of the <b>buildings</b> themselves.
<b>Terrorism</b>	In England, Scotland and Wales: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.  In Northern Ireland: An act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear.  In the Channel Islands and the Isle of Man: An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.
<b>Virus or similar mechanism</b>	Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, <b>computer systems, data</b> or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

## 2. Cover

We will **indemnify you** up to the applicable Sum Insured stated in the **schedule**:

1. against loss of or damage to property as specified in the **schedule** to this Section; and
2. reasonable costs and expenses necessarily incurred in removing debris, dismantling, site clearance, propping or shoring; and
3. in respect of **buildings** or **machinery**;
  - a) The cost of professional fees necessarily incurred in reinstatement of the property other than fees for preparing any claim;
  - b) Additional costs in reinstating the property damaged necessarily incurred in order to comply with **building regulations**; caused by an **insured event** which takes place within the **territorial limits** during the **period of insurance**.

## 3. Extensions

### 1. Temporary removal

This insurance extends to include any property insured whilst that property is temporarily removed to any other premises within the **territorial limits** and whilst in transit provided that the Sum Insured by the relevant item is reduced by the value of the property removed and only insofar as that property is not otherwise insured.

### 2. Additional machinery

The insurance includes in respect of each item on fixed **machinery** additions or extensions to existing **machinery** for an additional amount not exceeding 15% of the Sum Insured on the relevant item but only in so far as that property is not otherwise insured by **you** or on **your** behalf it being understood that this extension does not include appreciation in value.

**You** must give **us** the particulars of those Additions or Extensions at each renewal and pay the appropriate premium from the date of renewal, following which the provisions of this extension will be reinstated.

## Section C – Property Damage continued...

### 3. Theft involving explosives

We will, in addition to the amount payable, **indemnify you** if as a consequence of the use of explosives on the occasion of any theft the premises are damaged by paying an amount up to £10,000 per premises in any **period of insurance** in respect of that damage provided that that damage is not otherwise insured.

### 4. Glass

We will **indemnify you** against damage to fixed glass and framework forming part of the premises provided that the damage:

- a) has arisen as a result of or in connection with theft or attempted theft as defined;
- b) is **your** responsibility ;
- c) is not otherwise insured;

We will also pay the reasonable cost of any boarding up as a result of that damage.

### 5. Loss of keys

We will in addition to the amount payable **indemnify you** for an amount not exceeding £750 incurred as a result of the necessary replacement of locks at the premises following the loss of keys to the premises or to any safe or strong-room in those premises by theft involving entry or exit by forcible and violent means from the premises or the home of any director partner or authorised **employee** provided that if those keys relate to a safe they must not be left on the premises overnight unless the premises are occupied by **you** or an authorised **employee** of **yours** in which case the keys or combination lock details if left on the premises must be deposited in a secured place not in the vicinity of the safe(s).

### 6. Loss of metered water

We will also pay additional metered water charges incurred by **you** and for which **you** are responsible as a result of the accidental escape of water from water tanks, apparatus or pipes at the premises, provided that **you** maintain a record of readings from the water authority meter at intervals of not more than 7 days.

The amount **we** will pay as **indemnity** will be ascertained by comparing the charge made by the water authority on their account for the period during which the loss of metered water occurred with the charges for the previous period adjusted for any relevant factors affecting **your** normal consumption of water during the periods concerned.

We will not pay for:

- a) loss, destruction or damage in respect of any **building** which is unoccupied;
- b) more than £5,000 in any **period of insurance**;
- c) the first £100 of each and every loss;
- d) losses recoverable from any other source ;

provided that **our** liability in any **period of insurance** will not exceed in the whole the total Sum Insured or any other stated Limit of Indemnity.

## 4. Exclusions

We will not **indemnify you** against:

1. Loss or damage occasioned by or happening through confiscation destruction or requisition by order of the Government or any Public Authority.
2. Loss or damage by frost, **subsidence, landslip, heave** or changes in the water table level.
3. Loss of or damage to property, regardless of any other cause or event or intervention that contributes concurrently or in any sequence to the damage, as a result of riot or civil commotion in Northern Ireland.
4. The first amount of each and every loss as stated below after the application of any Condition of Average in respect of:
  - a) Malicious Damage.....£250
  - b) Impact caused by any vehicle or animal belonging to **you** or in **your** custody or control.....£250
  - c) Storm and Tempest.....£250
  - d) Theft.....£250

## Section C – Property Damage continued...

5. Loss resulting from the slaughter of any animal without our consent except in cases necessitating immediate slaughter on compassionate grounds certified by a qualified veterinary surgeon.
6. a) Jewellery precious stones precious metals bullion furs curiosities works of art or rare books;  
b) Glass china earthenware marble or other fragile or brittle objects;  
c) Bonds Bills of Exchange Promissory Notes money or securities for money coins or stamps;  
d) Explosives or goods of a dangerous nature.
7. Damage caused by **pollution** except (unless otherwise excluded) destruction of or damage to the property insured caused by;
  - a) **pollution** which is the result of any **insured event**; or
  - b) any **insured event** which is the result of **pollution**.
8. In respect of Cover 3a) **we** will not pay for any costs or expenses:
  - a) incurred in removing debris except from the site of the property destroyed or damaged and the area immediately adjacent to the site;
  - b) arising from **pollution** of property not insured by this Section;
  - c) incurred in complying with **building regulations**.
9. In respect of Cover 3b) the amount recoverable will not include:
  - a) the cost incurred in complying with **building regulations** ;
    - i) in respect of destruction or damage occurring before **we** grant this cover;
    - ii) in respect of destruction or damage not insured by this Section;
    - iii) under which notice has been served upon **you** before the destruction or damage occurred;
    - iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this Section) of that portion of property destroyed or damaged;
  - b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with **building regulations** not arisen;
  - c) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with **building regulations**.
10. Loss or damage by storm or tempest to gates or fences and moveable property in the open and damage to property contained in any **building** which is not maintained in a good state of repair.
11. Loss destruction or damage as a result of theft or attempted theft by, or in collusion with, any member of **your** family, **business** staff or domestic servants or any other person lawfully on the premises.
12. Loss or damage resulting from **insured event** “.4.a) **Theft or attempted theft**”, unless involving violent and forcible entry to and/or exit from the premises.
13. Loss or damage resulting from theft or attempted theft from any motor vehicle which has been left unattended unless that vehicle has been securely locked and the keys removed from the vehicle.
14. Unexplained or inventory shortage.
15. Unexplained disappearance (other than **livestock**).
16. Indirect financial loss or damage of any kind or description.
17. Electronic risks

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

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

## Section C – Property Damage continued...

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

**We** will cover subsequent damage or business interruption which is covered by these sections, which itself results from a **defined peril** covered by this section, except for damage caused by malicious persons other than thieves.

### 18. Terrorism and Northern Ireland Exclusion

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

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

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

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

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

The clauses comprising **5-Conditions** below are conditions of this insurance that **you** need to meet as **your** part of this contract. If **you** do not meet any of these conditions and that either causes a claim or contributes to a claim, **we** may reject that claim or payment in respect of that claim could be reduced. In some circumstances **your certificate** may not be valid.

## 5. Conditions

### 1. Condition of Average

If at the time of any loss or damage to any property (other than **livestock**) the Sum Insured on the relative item is less than the value the amount otherwise payable will be proportionately reduced.

### 2. Special Condition of Average

If at the time of any loss or damage to **livestock** the Sum Insured on the relevant item is less than **75%** of the value the amount otherwise payable will be proportionately reduced.

### 3. Reinstatement of sum insured

The Sum Insured in respect of any item insured will not be reduced by the amount of any loss.

For the purpose of determining where necessary the column or heading under which any property is insured **we** agree to accept the designation under which that property has been entered in **your** books.

## Section D – Personal Accident (optional)

### 1. Definitions

#### *Applicable to Section D – Personal Accident and Claims Conditions and Procedures*

<b>Accident / accidental</b>	A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the <b>period of insurance</b> . "Accident" includes: <ul style="list-style-type: none"><li>a) exposure to the elements resulting from a mishap to a conveyance in which the <b>insured person</b> is travelling;</li><li>b) the disappearance of the <b>insured person</b>.</li></ul>
<b>Activities</b>	All normal activities of a shooting syndicate/club, other than commuting to and from those activities.
<b>Average weekly wage</b>	The <b>insured person's</b> average gross weekly wage (not including payments for overtime, commission or bonuses) for the 13 weeks immediately before the date of the <b>accident</b> .
<b>Injury</b>	Bodily injury: <ul style="list-style-type: none"><li>a) caused by <b>accidental</b> external violent and visible means; including</li><li>b) bodily injury inflicted upon the <b>insured person</b> in the course of lawfully arresting or detaining or attempting or assisting to arrest or detain a criminal or suspect criminal; sustained whilst engaged in <b>your business</b> activities.</li></ul>
<b>Insured Person</b>	<b>OPTION A – Employees:</b> Any person between the ages of 16 and 65 years and employed by <b>you</b> for the purpose of <b>your business</b> or occupation as stated in the <b>schedule</b> . <b>OPTION B – Members:</b> Any person between the ages of 10 and 65 years who is a member of the syndicate or registered member of the club organised by <b>you</b> as stated in the <b>schedule</b> .
<b>Loss of hearing</b>	Total and irrecoverable loss of the sense of hearing.
<b>Loss of sight</b>	Total and irrecoverable loss of sight.
<b>Loss of speech</b>	Total and irrecoverable loss of the power of speech.
<b>Medical Expenses</b>	Expenses, necessarily incurred by the <b>insured person</b> within 12 months of the date of the <b>accident</b> , for medical, surgical, diagnostic or remedial treatment, specialist's fees, hospital, nursing home, nursing attendance charges, costs of physiotherapy, massage and manipulative treatment, surgical and medical requisites and ambulance hire in respect of <b>temporary total disablement</b> , but excluding the cost of board and lodging.
<b>Permanent partial disablement</b>	Permanent disablement of an <b>insured person</b> from attending to a substantial part of their usual occupation, which lasts twelve months and at the end of that period is beyond hope of improvement
<b>Permanent total disablement</b>	Permanent disablement of an <b>insured person</b> from attending to the whole of their usual occupation, which lasts twelve months and at the end of that period is beyond hope of improvement.
<b>Temporary total disablement</b>	<b>OPTION A – Employees:</b> Temporary disablement of an <b>insured person</b> from attending to the whole of their usual occupation. <b>OPTION B – Members:</b> Temporary disablement of an <b>insured person</b> , aged 16 years and over and who is in full-time employment, from attending to the whole of their usual occupation.

2. Cover

**OPTION A – Employees**

In the event of an **insured person** sustaining **injury** as the direct result of an **accident** occurring within the **territorial limits** during the **period of insurance** whilst in the course of employment by **you** in connection with the **business we** will pay the sum or sums specified in “**3-Table of Benefits**” to **you** or any other person or persons entitled to receive those benefits, in accordance with either Limit A or Limit B as shown in the **schedule** to this Section.

**OPTION B – Members**

In the event of an **insured person** sustaining **injury** as the direct result of an **accident** occurring within the **territorial limits** during the **period of insurance** whilst in the course of the **activities** of the syndicate/club **we** will pay the sum or sums specified in “**3-Table of Benefits**” to the **insured person** or any other person or persons entitled to receive those benefits, in accordance with Limit A to Limit F as shown in the **schedule** to this Section.

3. Table of Benefits

Limit A to Limit F, stated in the <b>schedule</b> to this Section, represent the following multiples of the Benefits below:			
Limit	Multiple	Limit	Multiple
A .....	x 1	D.....	x 4
B .....	x 2	E.....	x 5
C .....	x 3	F.....	x 6
1.	Death.....		£ 5,000
2.	One of the following Benefits a) to f) only:		
	a) <b>Permanent total disablement</b> .....		£ 5,000
	b) <b>Loss of sight</b> in both eyes .....		£ 5,000
	c) Total and permanent loss of use of both arms or both hands or both legs or one arm and one leg or one hand and one leg .....		£ 5,000
	d) Total loss by physical severance use (at or below the point mentioned) or total and permanent loss of use of the following:		
	i) Arm <b>at or below the shoulder</b> .....		£ 3,750
	ii) Forearm <b>at or below the elbow</b> .....		£ 3,250
	iii) Hand <b>at or below the wrist</b> .....		£ 3,000
	iv) Thigh <b>at or below the hip</b> .....		£ 3,000
	v) Leg <b>at or below the knee</b> .....		£ 2,500
	vi) Foot <b>at or below the ankle</b> .....		£ 2,000
	vii) Thumb * .....		£ 1,250
	viii) Index finger * .....		£ 1,000
	ix) Middle finger * .....		£ 600
	x) Ring finger * .....		£ 500
	xi) Little finger * .....		£ 400
	<b>*at or below the metacarpophalangeal joint</b>		
	xii) Big toe ** .....		£ 250
	xiii) Any other toe ** .....		£ 150
	<b>**at or below the metatarsal joint</b>		

continued...

Table of Benefits ...continued

a) i)	Loss of sight in one eye .....	£ 2,500
ii)	Loss of hearing in both ears .....	£ 2,500
iii)	Loss of hearing in one ear .....	£ 750
b)	Loss of speech .....	£ 2,500
c)	Any Permanent partial disablement not described in 2.b) to 2.e) above	£ 2,000
1.	Temporary total disablement: .....	up to £50 per week for up to 52 weeks, but not exceeding 65% of the insured person's average weekly wage
2.	Medical Expenses .....	up to but not exceeding 15% of the total amount of any claim admitted under item 3 above

#### 4. Exclusions

Death or disablement resulting from:

1. An **insured person** engaging in or taking part in Naval Military or Air Force service or operations driving or riding in any kind of race skiing or other winter sports (except for curling or non-competitive skating) mountaineering pot-holing water skiing underwater activities involving use of underwater breathing apparatus parachuting participating in a professional sport.
2. Suicide or attempted suicide or intentional self-injury or from deliberate exposure to exceptional danger (except in an attempt to save human life) or from an **insured person's** own criminal act or sustained whilst the **insured person** is in a state of insanity.
3. Any form of aerial flight other than as a fare paying passenger in a fully licensed passenger carrying aircraft.
4. Pregnancy, childbirth, miscarriage or abortion or any consequence of pregnancy, childbirth, miscarriage or abortion.
5. Any **injury** existing at the commencement of this Section or on the date that an **insured person** is included in the insurance.
6. Venereal infection human immune deficiency virus (HIV) or acquired immune deficiency syndrome (AIDS).
7. The insured person being under the influence of drugs or alcohol.
8. **Our** liability for Benefits in respect of all **insured persons** travelling in the same aircraft will not exceed £250,000 and in the event of Benefits in total for all persons travelling in the same aircraft exceeding £250,000 the amount of Benefit payable in respect of each **insured person** will be proportionately reduced so that **our** total liability for Benefit is reduced to £250,000.

The clauses comprising **5-Conditions** below are conditions of this insurance that **you** need to meet as **your** part of this contract. If **you** do not meet any of these conditions and that either causes a claim or contributes to a claim, **we** may reject that claim or payment in respect of that claim could be reduced. In some circumstances **your certificate** may not be valid.

#### 5. Conditions

1. In the event of the disappearance of the **insured person** if the **insured person** is not found within twelve months of disappearing and sufficient satisfactory evidence is produced to **us** which leads **us** inevitably to the conclusion that the **insured person** has sustained **injury** causing the **insured person's** death, **we** will pay the amount specified as insured under Benefit 1 (for death), if applicable, provided that the person or persons to whom the benefit is paid sign an undertaking to refund that amount to **us** if the **insured person** is subsequently found to be alive or to have been alive more than twelve months after disappearing.
2. If **your business** or occupation or the occupation of the **insured person** changes from that described in this Section without notice of that change having been given to **us** in writing and **our** agreement obtained in writing (and subject to payment of any additional premium as **we** may require) then no claim will be payable in respect of any **accident** arising out of or in the course of that **business** or occupation or the aspects of the **business** or occupation notified as the change.
3. **We** will not be bound to accept or be affected by any notice of any trust, charge, assignment or other dealing with or relating to this Section.
4. Words in the masculine gender will include the feminine and the singular will where appropriate apply to the plural.

## Section E – Abandonment (optional)

### 1. Definitions

#### Applicable to Section E – Abandonment and Claims Conditions and Procedures

<b>Abandon / abandonment / abandoning</b>	In respect of an insured <b>shoot</b> which has been booked for two consecutive days or more, <b>your</b> decision not to proceed with any day's shooting, based on the weather conditions at the location of the <b>shoot</b> on that same day and whether or not the <b>shoot</b> took place on the preceding day(s) or proceeds on the subsequent day(s).
<b>Cancel / cancellation / cancelling</b>	In respect of an insured <b>shoot</b> which has been booked for one day only, <b>your</b> decision not to proceed with the day's shooting based on the weather conditions at the location of the <b>shoot</b> on that same day.
<b>Costs and expenses</b>	Costs and expenses incurred by <b>you</b> , other than <b>fees expended</b> , in cancelling or <b>abandoning</b> a <b>shoot</b> . Costs and expenses include unconsumed spoilt refreshments.
<b>Extreme of weather</b>	<ul style="list-style-type: none"> <li>• Precipitation, including snow, which results in visibility less than 180 metres; and/or</li> <li>• Blizzard resulting in moderate or heavy falling snow with wind speeds of 30 mph or more and visibility of 200 metres or less; and/or</li> <li>• Winds of force 7 or greater on the Beaufort Scale on <b>page 37</b> of this <b>certificate</b>.</li> </ul>
<b>Fees expended</b>	Fees paid to the landowner or tenant with whom the <b>shoot</b> has been booked and which are non-refundable under the terms of the agreement, plus wages for beaters.
<b>Shoot</b>	A day or series of consecutive days of organised game or wild fowl shooting within the <b>period of insurance</b> for which <b>you</b> have paid the premium for this Section of the <b>certificate</b> . Each day of shooting is deemed to be a " <b>shoot</b> " and independent of all preceding and subsequent days' shooting.

### 2. Cover

Subject to the exclusions, conditions and definitions of this **certificate** in so far as apply, **we** will **indemnify you** up to but not exceeding the applicable Sum Insured stated in the **schedule** in respect of loss of **fees expended** and reasonable **costs and expenses** in the event of **your** decision to **cancel** or **abandon** a **shoot** within the **territorial limits** during the **period of insurance** arising from an **extreme of weather**.

The clause comprising **3-Condition** below is a condition of this insurance that **you** need to meet as **your** part of this contract. If **you** do not meet this condition and that either causes a claim or contributes to a claim, **we** may reject that claim or payment in respect of that claim could be reduced. In some circumstances **your certificate** may not be valid.

### 3. Condition

#### 1. Cancellation or Abandonment of Shoot

**You** must make all reasonable endeavours to proceed with the **shoot**. And **your** decisions whether to proceed or to **cancel** or **abandon** a **shoot** as a result of an **extreme of weather** must not be made before 11am on the morning of each day's shooting. A **shoot** will have taken place upon the first gun being fired.

#### 4. Exclusion

**We** will not **indemnify you** against the first £100 or 10% of each and every loss, whichever the greater.

### 5. Beaufort Scale

Scale	Mean wind Speed		Limits of Wind Speed		Wind Description	Scale
	Knots	ms <sup>-1</sup>	Knots	ms <sup>-1</sup>		
0	0	0	<1	<1	Calm	0
1	2	1	1-3	1-2	Light air	1
2	5	3	4-6	2-3	Light breeze	2
3	9	5	7-10	4-5	Gentle breeze	3
4	13	7	11-16	6-8	Moderate breeze	4
5	19	10	17-21	9-11	Fresh breeze	5
6	24	12	22-17	11-14	Strong breeze	6
7	30	15	28-33	14-17	Near gale	7
8	37	19	34-40	17-21	Gale	8
9	44	23	41-47	21-24	Strong/severe gale	9
10	52	27	48-55	25-28	Storm	10
11	60	31	56-63	29-32	Violent storm	11

## 6. Weather Warnings - Impact and Advice

The table below is based on information from [www.metoffice.gov.uk](http://www.metoffice.gov.uk) and provides examples of the kind of disruption that might be experienced for each impact level and for each weather type. It also provides some general advice to try and mitigate the impacts.

Impact and advice	AMBER WARNINGS	RED WARNINGS
ALL SEVERE WEATHER	<ul style="list-style-type: none"> <li>• BE PREPARED. Take precautions where possible and ensure <b>you</b> access the latest weather forecast.</li> <li>• BE PREPARED for some disruption to normal daily routines.</li> <li>• Travel only if well prepared and BE PREPARED for longer journey times.</li> </ul>	<ul style="list-style-type: none"> <li>• TAKE precautionary ACTION and remain extra vigilant. Follow orders and any advice given by authorities under all circumstances. Ensure you access the latest weather forecast.</li> <li>• EXPECT significant disruption to normal daily routines.</li> <li>• Avoid all non-essential journeys.</li> <li>• If you must make a journey carry emergency food/ clothing/ blanket etc.</li> </ul>
RAIN	<ul style="list-style-type: none"> <li>• Some flooding of homes, businesses and transport links possible.</li> <li>• Disruption to travel likely.</li> <li>• Disruption to gas, electricity, water supplies and telecoms.</li> <li>• Some evacuations may be required. Be prepared to protect <b>yourself</b> and <b>your</b> property.</li> </ul>	<ul style="list-style-type: none"> <li>• Widespread flooding of property.</li> <li>• Severe disruption to travel.</li> <li>• Loss of gas, electricity, water supplies.</li> <li>• Significant disruption to communities.</li> <li>• Evacuation expected.</li> <li>• Significant risk to life.</li> <li>• Take action to protect yourself and follow the advice of the emergency services.</li> </ul>
WIND	<ul style="list-style-type: none"> <li>• More widespread tree damage &amp; other debris, slates etc dislodged from roofs.</li> <li>• Some minor structural damage possible.</li> <li>• Risk of injury from flying debris.</li> <li>• BE PREPARED for some travel disruption e.g. closed bridges.</li> <li>• Potential for some localised interruptions to power.</li> </ul>	<ul style="list-style-type: none"> <li>• Widespread structural damage, e.g. roofs blown off, mobile homes overturned, power lines brought down.</li> <li>• Risk to personal safety from flying debris.</li> <li>• Potentially widespread and/or prolonged interruptions to power.</li> <li>• Expect widespread transport disruption due to e.g. roads blocked by fallen trees.</li> </ul>
FOG	<ul style="list-style-type: none"> <li>• Widespread and dense fog affecting large areas of the country including a number of major airports and/or ports.</li> <li>• The fog is persistent and may last for many days in some areas.</li> <li>• BE PREPARED for some travel disruption.</li> <li>• Take great care if driving and BE PREPARED for increased journey times.</li> <li>• BE PREPARED for delays at affected airports and/or ferry ports</li> </ul>	N/A
SNOW	<ul style="list-style-type: none"> <li>• Widespread snow with a number of road closures, others passable only with care.</li> <li>• BE PREPARED for some disruption to road, rail and air transport with difficult driving conditions likely and longer journey times.</li> </ul>	<ul style="list-style-type: none"> <li>• Widespread deep snow with many roads closed or impassable.</li> <li>• Roads likely to become impassable with high risk of drivers becoming stranded.</li> <li>• Significant disruption to road, rail and air transport.</li> <li>• Risk to personal safety.</li> <li>• Expect significant disruption to normal day to day life as a result of transport issues, school closures etc.</li> <li>• Avoid making unnecessary journeys.</li> </ul>



[agrieb@geoagriculture.com](mailto:agrieb@geoagriculture.com)

Geo Agriculture  
The Hamlet  
Hornbeam Park  
Harrogate  
North Yorkshire  
HG2 8RE

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