

# Changes to your Commercial Select Insurance

<b>Policyholder</b>	The members and committeemembers for the time being ofThe British AssociationFriends of Museums
<b>Policy number</b>	080X3422552/N03
<b>Renewal date</b>	31 January 2015

## 📌 Important Information

This document details the changes to the cover we give under our Commercial Select. If we have made a change that's specific to your policy we will tell you in a letter.

Details of the changes are included in this document. Whilst you should read all of these, in particular we would like to draw your attention to the following changes which restrict your cover.

COVER RESTRICTION	WHERE TO FIND DETAILS IN THIS DOCUMENT
Unoccupied properties - changes to what to do if your property becomes unoccupied	Sections headed 'General Definitions' and 'Property'
Activities involving prospecting, extraction or refining of liquid or gaseous fuel, such as fracking - additional exclusion	Sections headed 'Liabilities'

## General Definitions

### **Amended Definitions** We have updated the following definitions:

#### BUILDINGS

We now include private off- mains drainage systems. The limitation of cover to the public mains at the boundary of the premises has been removed.

#### DECLARED VALUE

This definition has been restated and now reads:

YOUR assessment of the cost of reinstating each ITEM OF PROPERTY at the start of the PERIOD OF INSURANCE where the BASIS OF COVER is shown in YOUR schedule as Day One Reinstatement.

#### POLLUTION

'PROPERTY' now replaces 'buildings or other structures'. It now reads 'All pollution or contamination of PROPERTY or of water or land or the atmosphere'.

#### PROPERTY

Material property excluding livestock.

### **New Definitions** We have added the following definitions:

#### BASIS OF COVER

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

#### ITEM OF PROPERTY

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

#### UNOCCUPIED

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

## General Exclusions

### **Restrictions** The following changes to General Exclusions in your policy booklet restrict the cover:

## General Exclusions

### General Exclusion Number 1

The following exclusion has been extended:

We will now not pay for damage or liability caused by;

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

This new exclusion now applies. We will not pay for damage or liability caused by;

- any weapon or device or employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### General Exclusions Numbers 3 and 4

Exclusions 3 and 4 are amended as follows:

For all insurances other than Public Liability, Products Liability or Legal Expenses, exclusions 3 and 4 will not exclude subsequent damage (not otherwise excluded) which itself results from fire, aircraft, explosion, earthquake, escape of water, impact, riot or malicious persons, sprinkler leakage, subsidence and theft otherwise insured by this policy. This no longer applies to exclusions 1, 2 and 5.

### General Exclusion Number 5

This exclusion relates to illegal activity and has been restated as follows:

WE will not pay for any DAMAGE caused by or in connection with the PROPERTY being used by YOU, YOUR tenant or any other lawful visitor for the conduct or attempted conduct of illegal activity.

## General Conditions

### Fraud and Misrepresentation

We have updated the wording to make it clear what constitutes fraud and misrepresentation. It now says:

If YOU or anyone acting for YOU:

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

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

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

### Cancellation of the policy

We have updated your policy wording.

- We have added the option of cancelling by calling us as well as in writing.
- There is more detail about the circumstances under which we may cancel your policy.

### Renewal of the policy

We have added a new General Condition which explains that we may automatically renew your policy.

## Employers' Liability

### **Restrictions** The following changes to Employers' Liability in your policy booklet restrict the cover:

New definition under Employers' Liability - GEOGRAPHICAL LIMITS

- c) the United Kingdom, the Channel Islands and the Isle of Man; or
- d) any other Member State of the European Union in which an EMPLOYEE is temporarily employed by YOU for not more than 60 consecutive days provided that;
  - iii. the EMPLOYEE is ordinarily resident in the United Kingdom, the Channel Islands or the Isle of Man;
  - iv. the EMPLOYEE ordinarily undertakes his or her work for YOU at PREMISES in the United Kingdom, the Channel Islands or the Isle of Man.

This new definition means that cover under b) employees temporarily employed elsewhere in the world has been now been restricted to any other Member State of the European Union.

### **Exclusion**

#### **Exclusion Number 6**

We have added a new exclusion. WE will not pay for INJURY to any EMPLOYEE arising out of any activity involving prospecting, extraction or refining of liquid or gaseous fuel. An example of such an activity is 'fracking'.

### **Enhancement** The following improvement applies to your policy wording:

#### **Cover Extensions**

##### **Court Attendance Expenses**

The daily payment limits for attending court as a witness in connection with an insured liability claim have been doubled. They are now £500 for you or your director and £300 for any other employee.

## Public and Product Liability

### **Restrictions** The following changes to Public and Product Liability in your policy booklet restrict the cover:

#### **Amended Definition** We have updated the following definition:

GEOGRAPHICAL LIMITS

Cover has reduced from the European Union, the Channel Islands and the Isle of Man to the United Kingdom, the Channel Islands and the Isle of Man.

#### **Cover Extensions**

##### **Commercial Visits**

This revised extension indemnifies you for all sums for which you are legally liable to pay for accidental injury or damage to property that occurs during a commercial visit. The cover has been restricted as follows:

- it covers visits to any supplier, customer or business partner outside the geographical limits undertaken by you or any employee ordinarily resident in the United Kingdom, the Channel Islands or the Isle of Man. It used to cover employees resident anywhere in the European Union.
- the length of visit must not exceed 60 consecutive days.
- persons undertaking the visits must ordinarily work at premises in the United Kingdom, the Channel Islands or the Isle of Man.

We will not pay for liability:

- arising from visits which wholly or partly involve the supervision or performance of manual work;
- arising from the ownership, possession or occupation of land or buildings;
- which is insured by another policy.

## Public and Product Liability

### Overseas Personal Liability

This extension has been amended. We will indemnify you for all sums which you and/or at your request any employee are legally liable to pay as damages for accidental injury or damage to property, arising directly from the private activities of any employee, provided that:

- he or she is temporarily employed by you.
- visits are no longer than 60 consecutive days outside the geographical limits. This was previously stated as 60 days anywhere in the world.
- the employee is ordinarily resident in the United Kingdom, the Channel Islands or the Isle of Man, and ordinarily undertakes his or her work there. It used to cover employees resident anywhere in the European Union.

Cover under this extension shall apply only in respect of occurrences during the period of temporary employment outside the geographical limits.

We now exclude liability insured by another policy and to any employee.

### Exclusions

#### Exclusion Number 4

This exclusion has been amended. We will not pay for liability arising solely from the ownership, possession or use of mechanically propelled vehicle or plant as a tool of trade where compulsory motor insurance or security is required.

#### Exclusion Number 6

This has been extended to exclude liability arising:

- b) from the design, plan, formula, or specification of products provided where a fee would normally be charged.
- c) out of treatment (other than first aid), or the dispensing of medicines or drugs.

#### Exclusion Number 15

We have added a new exclusion. We will not pay for liability arising out of any activity involving prospecting, extraction or refining of liquid or gaseous fuel. An example of such an activity is 'fracking'.

### Enhancements The following improvements apply to your policy wording:

#### Cover Extensions

##### Court Attendance Expenses

The daily payment limits for attending court as a witness in connection with an insured liability claim have been doubled. They are now £500 for you or your director and £300 for any other employee.

#### Warranties

We have amended the Underground Services warranty to say that where you are involved in digging, drilling, boring, earth moving or excavation work, you are no longer asked to contact the relevant utility companies to identify the location of underground services before commencing any work.

## Environmental Liability

### Restrictions The following changes to Environmental Liability in your policy booklet restrict the cover:

#### Exclusions

##### Exclusion Number 14

This exclusion has been amended and we will not pay for:

Liability arising solely from the ownership, possession or use of mechanically propelled vehicle or plant as a tool of trade where compulsory motor insurance or security is required.

##### Exclusion Number 19

We have added a new exclusion. WE will not pay for liability arising out of any activity involving prospecting, extraction or refining of liquid or gaseous fuel. An example of such an activity is 'fracking'.

### Enhancements We have made the following improvements to your policy wording:

# Environmental Liability

## Endorsements

### Environmental Liability Policy Wording Amendments

This endorsement no longer appears on your insurance schedule. The cover is now included in the Environmental Liability section of your policy booklet.

### The Cover

The time available to make a claim under environmental liability has been extended from 30 days to 60 days of the expiry of the period of insurance.

### Cover Extension

#### Court Attendance Expenses

The daily payment limits for attending court as a witness in connection with an insured liability claim have been doubled. They are now £500 for you or your director and £300 for any other employee.

### **Amended Definition** We have updated the following definition:

#### RETROACTIVE DATE

This definition has been redefined to say that NFU Mutual will provide continuation of cover where insurance was previously provided by another insurer.

## Group Personal Accident

Description of group	Members of The British Association of Friends of Museums
Number of people in the group	123
<b>Accident covers</b>	
Death	£10,000
Loss of limbs, sight, speech or hearing	£10,000
Permanent total disability	£10,000
Endorsement 4 - Accident Cover for Occupation Only	

## Endorsements for Group Personal Accident

Endorsement 3 - Amendment to Age Limit Restriction

## Warranties

The warranties in your policy booklet and those applied by endorsement are particularly important. They state standards you must meet and actions you must take. If you fail to keep to them, and this causes or contributes to an insured loss, you may lose your right to payments for that claim.

You should check the warranties whenever you make a change to your property or to your business procedures.

Full details of each warranty can be found in your policy booklet.

### **PUBLIC AND PRODUCT LIABILITY**

**Underground Services** - actions to take before any digging, drilling, boring, earth moving or excavation work to protect underground pipes, cables and other services.

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

## Endorsements

### **Endorsement 1:**

#### **Additional Information**

WE agree to provide cover on the condition that YOU provide US with the following information within the timescale specified:

Members Information Requests for any New Members within 21 days

WE reserve the right to amend the terms and conditions of YOUR policy including the premium or to withdraw cover after review and acceptance by US of the required information. WE will inform YOU of OUR intention in writing to amend the terms and conditions including the premium or to withdraw cover within 14 days of receiving the required information.

In the event that YOU fail to comply within the timescales specified WE may amend the terms and conditions of YOUR policy including the premium or withdraw cover. If this occurs WE will inform YOU of OUR intentions in writing within 14 days of the expiry of the timescale outlined above.

If WE amend the terms or premium as a result of actions described above, then YOU will have 14 days to accept or reject the revised basis. In the event YOU reject the revised basis, time on risk premiums will be payable by YOU.

### **Endorsement 2:**

#### **Members and Committee Extension**

The Indemnity to Other Parties cover extension is extended to include:

3 WE will provide indemnity, to any Member or committee member of the British Association Friends of Museums.

WE will not pay for INJURY to any person employed by the above where their INJURY arises from their employment.

### **Endorsement 3:**

#### **Amendment to Age Limit Restriction**

Exclusion 4 of this section does not apply to any insured person up to but not exceeding the age of 85 years. (Maximum amount payable for any person exceeding 75 years of age is £5,000)..

### **Endorsement 4:**

#### **Accident Cover for Occupation Only**

WE will only pay for ACCIDENTS arising whilst an INSURED PERSON is engaged in their occupation or is travelling to or from the workplace.

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

- No-one has made any claims, suffered uninsured losses or had any claims made against them in the past five years.

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

**Additional information you provided for your Liability cover****EMPLOYERS' LIABILITY**

Number of Employees	Please advise
Employer Reference Number (ERN)	Exempt
Wages - Clerical	£22,187*
Wages - National Association	£10,385*
Wages - Market Research	£10,832*

**PUBLIC AND PRODUCT LIABILITY****Public Liability - Premises**

Wages - Market Research	£10,832*
Wages - Clerk Of Works	£20,889*

**Public & Product Liability - Other**

Occupation	National Association
No. of members	210

**ENVIRONMENTAL LIABILITY**

Turnover	£500,000
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\*This figure has increased since your previous period of insurance because it is index-linked

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

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

**Your policy document**

# **Commercial Select Insurance**

British Association Friends Of Museums  
c/o C/O  
141A School Road  
Brislington  
Bristol  
BS4 4LZ



# How to Make a Claim

## 24- hour emergency helplines

### For Insurances other than Legal Expenses

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

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

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

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

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

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

### Commercial emergency helpline

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

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

OUR emergency service will:

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

### For Legal Expenses Insurance

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

To make a claim under this section of the policy, please phone DAS on **0845 070 0173** quoting YOUR policy number. The INSURED PERSON claiming under the policy must have YOUR agreement to claim.

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

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

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

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

### Glass Replacement Service

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

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

# Introduction

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

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

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

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

A handwritten signature in black ink that reads "Steve Bower". The signature is written in a cursive style with a long, sweeping underline.

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

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

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# Thank you for placing your Insurance with NFU Mutual

## Cancellation Rights

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

## Complaints

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

If YOU remain unhappy with the outcome YOU may be able to refer YOUR complaint to the Financial Ombudsman Service. For more information visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or call **0845 080 1800**.

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

## Financial Services Compensation Scheme

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

## Language

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

## Statutory Status

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

## **Data protection notice**

The National Farmers Union Mutual Insurance Society Ltd (NFU Mutual) is the Data Controller and will process personal information WE obtain from YOU and/or third parties in accordance with the Data Protection Act 1998. WE may check and/or pass some or all of the personal information supplied to NFU Mutual in connection with YOUR insurance or claim to other insurance companies in order to administer the policy for underwriting and claims handling purposes, to suppliers of goods and services, to regulatory organisations, databases and fraud prevention agencies. WE may also search these agencies and databases to:

- Help make decisions about the provision and administration of credit and related services for YOU and any other party covered by the policy;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage YOUR account and insurance policy;
- Check YOUR identity to prevent money laundering, unless YOU provide US with satisfactory proof of identity;
- Validate the claims history of YOU or any other person or property likely to be involved in the policy or claim.

WE can supply, on request, further information about the databases and agencies WE have described.

WE may use YOUR information to carry out research. It may be necessary to transfer YOUR information to service providers outside the European Economic Area for the purposes described and/or systems administration. WE will take the necessary steps to ensure YOUR privacy is protected.

YOU have the right to ask US for a copy of the personal information WE hold about YOU if YOU apply in writing to OUR Head Office.

## **Fraud prevention and detection**

To prevent and detect fraud WE may at any time check, share and/or file details with other organisations, fraud prevention agencies, databases and public bodies including the police. If WE are given false or inaccurate information and WE identify or suspect fraud, WE will record this. This is in accordance with the Data Protection Notice.

# General Definitions

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

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

## ACCIDENT

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

## BASIS OF COVER

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

## BUILDINGS

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

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

The definition of BUILDINGS includes:

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

## BUSINESS

The business described on YOUR schedule, including:

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

## COMPUTER EQUIPMENT

Electronic processing, communication and data storage equipment owned by YOU or for which YOU are responsible excluding:

- 1 discs, tapes or other systems records other than hard discs; and/or
- 2 the cost of reinstating data.

## CONTENTS

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

- 1 tenant's improvements, alterations and decorations;
- 2 business books, documents, computer systems records and programmes, designs or plans but only for the cost of the materials, labour and computer time necessary to reproduce them;
- 3 patterns, models and moulds but only for the cost of the materials and labour necessary to reproduce them;
- 4 personal effects other than MONEY and/or MONETARY DOCUMENTS of any director, EMPLOYEE or visitor not exceeding £500 for any one person; and
- 5 wines and spirits used solely for entertainment purposes.

The following PROPERTY is excluded from the definition of CONTENTS:

- 1 landlord's fixtures and fittings;
- 2 STOCK;
- 3 COMPUTER EQUIPMENT;

- 4 gaming, amusement or external vending machines;
- 5 motor vehicles licensed for road use, including their accessories;
- 6 deeds, bonds, bills of exchange or MONEY or MONETARY DOCUMENTS;
- 7 explosives; and
- 8 living creatures, pets or livestock.

#### DAMAGE

Accidental physical loss, destruction or damage.

#### DECLARED VALUE

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

- 1 any additional cost of reinstatement to comply with the requirements of the public authorities including the European Union;
- 2 professional fees; and
- 3 debris removal costs.

#### EMPLOYEE

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

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

#### EXCESS

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

#### ILLNESS

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

#### INJURY

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

#### INSURED PERIL

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

#### ITEM OF PROPERTY

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

#### MONEY

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

#### MONETARY DOCUMENTS

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

#### PERIOD OF INSURANCE

The period of insurance specified on YOUR schedule.

#### POLLUTION

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

#### PREMISES

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

#### PROPERTY

Material property excluding livestock.

#### SLAUGHTER ON HUMANE GROUNDS

Slaughter:

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

#### STOCK

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

#### TERRORISM

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

#### UNOCCUPIED

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

#### VET

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

#### WE, US, OUR

The National Farmers Union Mutual Insurance Society Limited.

#### YOU, YOUR

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



# General Exclusions

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

WE will not pay for:

- 1 losses directly or indirectly caused or contributed to by;
  - a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation or requisition or destruction of or damage to PROPERTY by or under the order of any government, public or local authority, other than for insurance provided under the Employers' Liability section;
  - b) TERRORISM unless stated otherwise in the policy. If WE allege that this General Exclusion applies to any claim, the burden of proving the contrary will be upon YOU. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect;
  - c) pressure waves arising from aircraft and other aerial devices travelling at sonic or supersonic speeds;
  - d) the use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss, other than for insurance provided under the Employers' Liability and / or Environmental Liability sections or for DAMAGE or liability caused by;
  - e) ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel;
  - f) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component; and/or
  - g) any weapon or device employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.
- 2 loss of market value beyond the cost of repair, replacement or reinstatement of PROPERTY.
- 3 losses involving:
  - a) DAMAGE to COMPUTER EQUIPMENT or any other equipment, component, system or item which processes, stores, transmits, retrieves or receives data (including any information, programs or software), whether insured or not; and/or
  - b) any other loss;arising directly or indirectly from:
  - i. unauthorised access;
  - ii. virus, program code, programming instruction or any set of instructions intentionally constructed with the ability to DAMAGE, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self- replication or not, including Trojan horses, worms and logic bombs;
  - iii. actions or instructions constructed or generated with the ability to DAMAGE, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non- genuine traffic between and among networks.
- 4 losses directly or indirectly caused or contributed to by;
  - a) the way in which any COMPUTER EQUIPMENT responds to or deals with or fails to respond to or deal with any true calendar date; and/or
  - b) COMPUTER EQUIPMENT responding to or dealing in any way with:
    - i. data denoting a calendar date or dates as if such data did not denote a calendar date or dates; and/or
    - ii. data not denoting a calendar date or dates as if such data denoted a calendar date or dates;whether such COMPUTER EQUIPMENT is YOUR PROPERTY or not.

For all insurances other than Public Liability, Products Liability or Legal Expenses paragraphs 3 and 4 above will not exclude subsequent DAMAGE (not otherwise excluded) which itself results from fire, aircraft, explosion, earthquake, escape of water, impact, riot or malicious persons, sprinkler leakage, subsidence and theft otherwise insured by this policy.

- 5 WE will not pay for any DAMAGE caused by or in connection with the property being used by YOU, YOUR tenant or any other lawful visitor for the conduct or attempted conduct of illegal activity.

# General Conditions

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

## Alteration in Risk

YOU will not be insured under this policy if:

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

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

## Automatic Reinstatement

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

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

## Cancellation of the Policy

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

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

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

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

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

## Compliance with Terms

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

## Duplicate Records

We will not pay YOUR claim for computer breakdown or book debts unless, throughout the PERIOD OF INSURANCE:

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

## Designation Clause

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

### **Fraud and Misrepresentation**

If YOU or anyone acting for YOU:

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

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

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

### **Interested Parties**

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

### **Non- invalidation**

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

### **Payment of Premium**

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

### **Personal Legal Representatives**

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

### **Premium Adjustment**

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

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

### **Reasonable Precautions**

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

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

**Rights of Third Parties**

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

**Right to Survey**

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

**Surveys, Risk Improvements and Additional Information**

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

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

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

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

**Renewal of the policy**

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

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

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

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

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

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

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

# Claims Conditions

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

## Action by YOU

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

## OUR Rights

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

## Claims Control

If WE are paying a claim for INJURY or DAMAGE:

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

**Arbitration**

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

**Contribution**

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

**Subrogation**

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

# Employers' Liability

## Definitions

### COSTS

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

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

### GEOGRAPHICAL LIMITS

- 1 the United Kingdom, the Channel Islands and the Isle of Man; or
- 2 any other Member State of the European Union in which an EMPLOYEE is temporarily employed by YOU for not more than 60 consecutive days provided that:
  - a) the EMPLOYEE is ordinarily resident in the United Kingdom, the Channel Islands or the Isle of Man;
  - b) the EMPLOYEE ordinarily undertakes his or her work for YOU at premises in the United Kingdom, the Channel Islands or the Isle of Man.

## The Cover

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages and COSTS for INJURY sustained by any EMPLOYEE provided that the INJURY:

- 1 arises out of and in the course of their employment by YOU in connection with YOUR BUSINESS; and
- 2 is caused by an occurrence during the PERIOD OF INSURANCE which takes place within the GEOGRAPHICAL LIMITS.

The most WE will pay including COSTS for any one claim or series of claims (regardless of the number of Claimants) arising directly or indirectly out of one occurrence is the limit of indemnity shown on YOUR schedule.

## Cover Extensions

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

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

### Corporate Manslaughter and Corporate Homicide Act

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

Provided that:

- 1 the deceased is an EMPLOYEE;

- 2 YOUR liability for the death is insured under this section; and
- 3 the death is caused by an offence or alleged offence which occurs during the PERIOD OF INSURANCE and within the GEOGRAPHICAL LIMITS.

WE will not pay for the:

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

#### **Court Attendance Expenses**

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

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

#### **Cross liabilities**

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

No indemnity is provided where liability is owed by one party named on YOUR schedule to another party named on YOUR schedule.

#### **Health and Safety at Work Act**

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

Provided that the proceedings are brought within the GEOGRAPHICAL LIMITS and relate to:

- 1 the health, safety or welfare of an EMPLOYEE; and
- 2 an offence committed or alleged to have been committed within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE and in the course of YOUR BUSINESS.

WE will not pay for:

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

#### **Indemnity to Other Parties**

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

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



### **Injury to Working Partners or Proprietors**

WE will regard any working partner or proprietor of YOUR BUSINESS as an EMPLOYEE for INJURY they sustain while working in connection with YOUR BUSINESS.

Provided that the INJURY is caused by the negligence of another working partner, proprietor or EMPLOYEE in the course of YOUR BUSINESS.

### **Private Work**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for INJURY sustained by an EMPLOYEE arising from the execution of private duties by that EMPLOYEE, for YOU or any of YOUR directors, within the GEOGRAPHICAL LIMITS.

### **Terrorism**

WE will indemnify YOU for all sums which YOU are legally liable to pay as damages for INJURY sustained by any EMPLOYEE which arises out of TERRORISM committed by a third party.

The most WE will pay including COSTS for any one claim or series of claims (regardless of the number of Claimants) arising directly or indirectly out of one occurrence is £5,000,000.

### **Unsatisfied Court Judgements**

If any EMPLOYEE or their personal representative obtains a court judgement within the European Union, the Channel Islands or the Isle of Man for damages for INJURY against any third party operating within the European Union, the Channel Islands or the Isle of Man and that judgement remains unpaid in whole or in part six months after the date of the award, WE will pay, at YOUR request, the amount of any unpaid damages and awarded costs to the EMPLOYEE or their personal legal representatives.

Provided that:

- 1 the INJURY occurred in the course of employment by YOU in connection with YOUR BUSINESS;
- 2 YOU are not the company or individual against whom the judgement has been made;
- 3 there is no appeal outstanding; and
- 4 before any payment is made under this cover extension, the EMPLOYEE or their personal legal representative will assign all the benefits and advantages of the judgement to US.

### **Exclusions**

WE will not pay for:

- 1 INJURY to any EMPLOYEE arising from the ownership, possession or use of any mechanically propelled vehicle or plant (including any attached trailer) by YOU or on YOUR behalf for which road traffic legislation requires compulsory motor insurance or security.
- 2 any action for damages brought against YOU in a country outside the European Union, the Channel Islands or the Isle of Man.
- 3 INJURY to any EMPLOYEE arising in connection with work on or at any:
  - a) power station or nuclear installation;
  - b) i. offshore oil/ gas installation; and/or  
ii. supply, support or accommodation vessel or structure relating to such an installation; or while travelling to or from them by sea or air;
  - c) chemical works;
  - d) aircraft, airport, airfield, airstrip, satellites, spacecraft, launch site, ship, dock, pier or wharf;
  - e) tower, steeple, chimney shaft, blast furnace, dam, canal, viaduct, bridge or tunnel;
  - f) underground mine or colliery; and/or
  - g) railways and associated equipment, or rolling stock.
- 4 liquidated damages, penalties, fines, aggravated, restitutionary, punitive, vindictive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non- compensatory damages.

- 5 INJURY to any EMPLOYEE arising out of any activity involving working on or processing asbestos or products made entirely or mainly of asbestos. This exclusion shall not apply provided that:
  - a) the discovery of asbestos by YOU or any EMPLOYEE is unintentional or accidental;
  - b) upon discovery of asbestos or products made entirely or mainly of asbestos all work stops immediately; and
  - c) an HSE- licensed asbestos removal contractor is employed as soon as possible to make safe the area in which the discovery is made. That contractor must have employers' liability and public liability insurance in force that provide limits of indemnity no less than those applicable to this policy and which do not exclude the work to be carried out.
  
- 6 INJURY to any EMPLOYEE arising out of any activity involving prospecting, extraction or refining of liquid or gaseous fuel.

## **Special Condition**

### **Right of Recovery**

This section is deemed to be in accordance with the provisions of any law relating to compulsory insurance for YOUR liability to EMPLOYEES within the GEOGRAPHICAL LIMITS. Where WE have paid an amount which WE would not have been liable to pay but for the provisions of such legislation, WE have the right to recover this amount from YOU.

# Public and Product Liability

## Definitions

### COSTS

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

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

### GEOGRAPHICAL LIMITS

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

### PRODUCTS

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

## The Cover

### Public Liability

Please refer to YOUR schedule to see if this is operative

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

- 1 accidental INJURY;
  - 2 DAMAGE to PROPERTY;
  - 3 obstruction, trespass, nuisance or interference with any right of air, light, water, way or privacy; and/or
  - 4 wrongful arrest, detention or false imprisonment of any person;
- occurring within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE in connection with YOUR BUSINESS and not arising from PRODUCTS other than:
- 1 PRODUCTS remaining in YOUR custody or control; or
  - 2 any food or drink sold or supplied to visitors for consumption on YOUR premises.

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

In addition WE will pay COSTS.

### Product Liability

Please refer to YOUR schedule to see if this is operative

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

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

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

In addition WE will pay COSTS.

## **Cover Extensions**

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

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

### **Car Park Liability**

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

WE will not pay for DAMAGE to vehicles which are:

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

### **Cloakroom Liability**

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

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

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

### **Commercial Visits**

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

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

WE will not pay for liability:

- 1 arising from visits which wholly or partly involve the supervision or performance of manual work;
- 2 arising from the ownership, possession or occupation of land or buildings;
- 3 which is insured by another policy.

### **Contingent Motor Liability**

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

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

arising out of the use of any motor vehicle not owned or provided by YOU, being used in connection with YOUR BUSINESS.

WE will not pay for:

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

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

#### **Corporate Manslaughter and Corporate Homicide Act**

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

Provided that:

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

WE will not pay for:

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

#### **Court Attendance Expenses**

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

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

#### **Cross Liabilities**

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

#### **Data Protection Act**

WE will indemnify YOU for legal costs and expenses incurred with OUR prior consent, and all sums YOU are required to pay as damages to an individual arising from proceedings brought against YOU under Section 13 of the Data Protection Act 1998.

Provided that:

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

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

WE will not pay for:

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

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

### **Defective Premises Act**

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

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

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

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

### **Food Safety and Consumer Protection Acts**

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

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

WE will not pay for the:

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

### **Health and Safety at Work Act**

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

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

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

WE will not pay for the:

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

### **Indemnity to Other Parties**

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

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

### **Movement of Obstructing Vehicles**

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

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

arising from the movement of any mechanically propelled vehicle by YOU or any EMPLOYEE where such vehicle is causing an obstruction and interfering with the normal operation of YOUR BUSINESS.

Provided that:

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

WE will not pay:

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

### **Overseas Personal Liability**

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

- 1 accidental INJURY; and/or
- 2 DAMAGE to PROPERTY;  
arising directly from the private activities of any EMPLOYEE while he or she is temporarily employed by YOU for not more than 60 consecutive days outside the GEOGRAPHICAL LIMITS.

Provided that:

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

WE will not pay for liability:

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

### **Private Work**

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

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

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

### **Tenant's Liability**

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

WE will not pay for:

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

## **Terrorism**

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

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

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

## **Exclusions**

WE will not pay for:

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

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

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

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

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

- a) loading and unloading;
  - b) liability arising solely from the use as a tool of trade unless compulsory motor insurance or security is required; or
  - c) the Contingent Motor Liability or Movement of Obstructing Vehicles cover extensions.
- 5 liability arising from PRODUCTS which are to YOUR knowledge exported directly or indirectly to the United States of America or Canada.
  - 6 liability arising:
    - a) from professional advice or professional services given for a fee;
    - b) from the design, plan, formula or specification of PRODUCTS, provided by YOU for a fee or where a fee would normally be charged; and/or
    - c) out of treatment (other than first aid) or the dispensing of medicines or drugs.
  - 7 the costs of repairing, replacing, reinstating, rectifying, recalling, removing, or making good the PRODUCTS themselves or in making a refund for the price paid of any PRODUCTS.
  - 8 DAMAGE to that part of any PROPERTY upon which YOU or any EMPLOYEE has been working where the DAMAGE is the direct result of such work.
  - 9 liability which arises solely due to a contract or agreement other than:
    - a) where imposed by a tenancy agreement following the Model Clauses of the Agricultural Holdings Act 1986; or
    - b) arising from any condition or warranty of goods or services implied by law.



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

## **Special Condition**

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

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

## **Warranties**

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

### **Underground Services**

YOU warrant that where YOU are involved in any digging, drilling, boring, earth moving or excavation work, YOU will, before commencing any work:

- 1 ensure that all reasonable measures are taken to identify the location of underground pipes, cables and other services before any work is commenced which may involve a risk of damage to them;
- 2 communicate the location of these underground services to EMPLOYEES or contractors carrying out such WORK on YOUR behalf; and
- 3 prepare and retain a written record of the measures taken to locate these underground services.

### **Use of Heat**

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

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

# Environmental Liability

**YOUR Environmental Liability cover will not operate in respect of any of YOUR activities that fall within the following trades:**

**Waste Disposal Contractors, Clothing Dyers & Cleaners, Ferrous and Non- Ferrous Metal Smelting & Extraction, Steel Mills, Abstraction and Supply of Potable Water from natural sources, Filling Stations, Fuel Distributors (other than solid fuel), Mines & Quarries, any Speculative Property Developing activity where there is no principal or any development activity on Brownfield sites, Waste Transfer Stations, Landfills, Water or Waste Treatment Plants.**

**In the event of any uncertainty as to whether an activity to be undertaken or being undertaken may fall within an excluded trade, YOU should contact YOUR local office for guidance.**

## Definitions

### ACTIVE ASBESTOS INCIDENT

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

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

### BIODIVERSITY

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

### BIODIVERSITY DAMAGE

INJURY to or DAMAGE sustained by or destruction of land, water, protected species or natural habitats for which YOU are legally responsible under legislation in any EU Member State which implements the European Union Environmental Liability Directive 2004/35/EC. For the avoidance of doubt, this includes primary, complementary and compensatory remediation as defined in Annex II Directive 2004/35/EC.

### BIODIVERSITY SERVICE

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

### COMPENSATORY REMEDIATION COSTS

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

### COMPLEMENTARY REMEDIATION COSTS

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

### COSTS

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

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

#### COVERED OPERATION

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

#### ENVIRONMENTAL DAMAGE

Environmental Damage shall have the definition specifically provided in Directive 2004/35/CE of the European Parliament and of the Council of 21 April 2004.

#### ENVIRONMENTAL LAW

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

#### FLY TIPPING

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

#### FUNGI

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

#### INSURED PREMISES

The premises shown:

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

#### PASSIVE ASBESTOS EXPOSURE

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

#### POLLUTION CONDITION

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

#### PRIMARY REMEDIATION COSTS

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

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

#### PRODUCTS

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

#### PROPERTY DAMAGE

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

#### REGULATORY ACTION

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

#### REGULATORY AUTHORITY

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

#### REMEDIATION COSTS

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

#### RESPONSIBLE OFFICIAL

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

#### RETROACTIVE DATE

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

#### THE WORKS

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

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

for use in connection with the works.

#### TRANSPORTATION

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

### **The Cover**

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

- 1 accidental INJURY to any person;
- 2 PROPERTY DAMAGE;
- 3 trespass, nuisance or obstruction; and/or
- 4 BIODIVERSITY DAMAGE;

arising out of any POLLUTION CONDITION or ENVIRONMENTAL DAMAGE:

- 1 on, at, under or migrating from the INSURED PREMISES;
- 2 which results from any COVERED OPERATION; or
- 3 which is caused by YOUR products or waste during TRANSPORTATION;

provided that the claim is made against YOU during the PERIOD OF INSURANCE and notified to US during the same PERIOD OF INSURANCE or within 60 days of its expiry.

WE will also pay on YOUR behalf:

- 1 COSTS in respect of any claim to which this cover applies; and
- 2 imposed REMEDIATION COSTS which arise out of such POLLUTION CONDITION or ENVIRONMENTAL DAMAGE, where they result from REGULATORY ACTION first imposed during the PERIOD OF INSURANCE and notified to US during the same PERIOD OF INSURANCE or within 60 days of expiry thereof.

The most WE will pay for all damages, COSTS and REMEDIATION COSTS arising out of all POLLUTION CONDITIONS or ENVIRONMENTAL DAMAGE occurring during any one PERIOD OF INSURANCE will be the limit of indemnity shown on YOUR schedule.

## Cover Extensions

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

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

### Court Attendance Expenses

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

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

### Cross liabilities

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

### Indemnity to Other Parties

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

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

## Exclusions

WE will not pay for:

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

This exclusion does not apply:

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

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

This exclusion does not apply to REMEDIATION COSTS.

- 4 liability arising from a POLLUTION CONDITION or ENVIRONMENTAL DAMAGE which commenced prior to the RETROACTIVE DATE.
- 5 liquidated damages, penalties, fines, aggravated damages, restitutionary, punitive, vindictive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non- compensatory damages.
- 6 liability arising from the intentional disregard of or knowing wilful or deliberate non- compliance with any statute, regulation, administrative complaint, notice of violation, notice letter, instruction of any REGULATORY AUTHORITY or executive judicial or administrative order by YOU or by a RESPONSIBLE OFFICIAL.
- 7 claims which are the subject of indemnity under the Public Liability cover of the Public and Product Liability Insurance, Contractors' Public Liability Insurance, or Property Owners' Liability Insurance, or would be but for the limit of indemnity applicable thereto.
- 8 liability arising from a POLLUTION CONDITION or ENVIRONMENTAL DAMAGE where the relevant discharge, dispersal, release, escape, migration and/or seepage emanates from any tank or associated piping and appurtenance, where:
  - a) such tank has more than 10% of its volume below ground; and
  - b) YOU knew about the presence of such tank.
- 9 liability arising:
  - a) from professional advice or professional services given by YOU for a fee;
  - b) from the design, plan, formula or specification of PRODUCTS or work for a fee; and/or
  - c) out of treatment (other than first aid) or the dispensing of medicines or drugs.
- 10 liability arising from FLY TIPPING.
- 11 liability arising out of or in any way related to PRODUCTS other than:
  - a) PRODUCTS remaining in YOUR custody or control; or
  - b) any food or drink sold or supplied to visitors for consumption on YOUR premises.
- 12 claims if the Public Liability cover under the Public and Product Liability Insurance, Contractors' Public Liability Insurance or Property Owners' Liability Insurance is subject to a Pollution Exclusion Endorsement.
- 13 claims made against YOU in any country outside the European Union, the Channel Islands or the Isle of Man in which YOU occupy premises or are represented by any resident EMPLOYEE or holder of YOUR power of attorney.
- 14 liability arising from the ownership, possession or use of any mechanically propelled vehicle or plant (including attached trailers) by YOU or on YOUR behalf:
  - a) for which road traffic legislation requires compulsory insurance or security; and/or
  - b) where indemnity is provided by another insurance policy.

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

- a) loading and unloading;
- b) liability arising solely from the use as a tool of trade unless compulsory motor insurance or security is required; or
- c) the Contingent Motor Liability or Movement of Obstructing Vehicles cover extensions.

- 15 liability arising from the ownership, possession or use by YOU or on YOUR behalf of:
  - a) any vessel or craft designed to travel through air or space;
  - b) hovercraft or watercraft or any other vessel or craft designed to float on or in, or travel through water other than hand- propelled watercraft; and/or
  - c) any railway, siding or rolling stock.
  
- 16 liability which arises solely due to a contract or agreement other than:
  - a) liability imposed by a tenancy agreement following the Model Clauses of the Agricultural Holdings Act 1986;
  - b) liability arising from any condition or warranty of goods implied by law; or
  - c) liability assumed under the terms of any contract for:
    - i. the construction, alteration, repair or renovation of PROPERTY or the installation of anything in such PROPERTY; or
    - ii. INJURY or DAMAGE to PROPERTY other than THE WORKS arising in connection with any contract described in i. above.
  
- 17 any EXCESS shown on YOUR schedule.
  
- 18 liability arising in connection with work on or at any:
  - a) power station or nuclear installation;
  - b) i. offshore oil/gas installation; and/or
    - ii. supply, support or accommodation vessel or structure relating to such an installation; or while travelling to or from them by sea or air;
  - c) chemical works;
  - d) aircraft, airport, airfield, airstrip, satellites, spacecraft, launch site, ship, dock, pier or wharf;
  - e) tower, steeple, chimney shaft, blast furnace, dam, canal, viaduct, bridge or tunnel;
  - f) underground mine or colliery; and/or
  - g) railways and associated equipment, or rolling stock.
  
- 19 liability arising out of any activity involving prospecting, extraction or refining of liquid or gaseous fuel.
  
- 20 liability, in connection with YOUR farming and growing activities only, arising from:
  - a) the production, supply or presence on YOUR premises of any genetically modified crop, where liability may be attributed directly or indirectly to the genetic characteristics of such crop;
  - b) the spread or threat of spread of genetically modified organism characteristics; and/or
  - c) any change to the environment arising from research into, testing of or production of genetically modified organisms.
  
- 21 liability in connection with communicable diseases based upon or arising from exposure to infected individuals or animals or contact with bodily fluids of infected individuals or animals.

## **Special Conditions**

### **Claims Requirement**

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

### **Inspection and Audit**

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



# Group Personal Accident

## Definitions

### INSURED PERSON

A person or individual member of a group shown on YOUR schedule.

### LOSS OF LIMBS, SIGHT, SPEECH OR HEARING

Total and permanent loss:

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

### PARTIAL DISABILITY

A disability which prevents an INSURED PERSON from performing most of their occupation described on YOUR schedule.

### TOTAL DISABILITY

A disability which totally prevents an INSURED PERSON from performing all of their occupation described on YOUR schedule.

If the INSURED PERSON is not in paid work it will mean a disability which totally prevents them from performing paid work of any kind.

## The Cover

WE will pay the benefit shown on YOUR schedule if, during the PERIOD OF INSURANCE, an INSURED PERSON suffers:

- 1 an ACCIDENT which, within 104 weeks of its occurrence, is the direct cause of:
  - a) death;
  - b) LOSS OF LIMBS, SIGHT, SPEECH OR HEARING;
  - c) permanent TOTAL DISABILITY;
  - d) temporary TOTAL DISABILITY;
  - e) temporary PARTIAL DISABILITY; or
- 2 an ILLNESS which, within 104 weeks of diagnosis by a doctor, is the sole and direct cause of temporary TOTAL DISABILITY.

## Cover Extensions

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

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

### Convalescence and Recuperation

If WE pay benefit for temporary TOTAL DISABILITY caused by ILLNESS, WE will also pay 40% of the benefit for any continuing PARTIAL DISABILITY arising from the same ILLNESS.

WE will pay for a maximum of eight weeks provided that, in total, the maximum period for which WE will pay benefit for any one claim does not exceed the payment period shown on YOUR schedule.

**Disappearance**

WE will pay the death benefit if an INSURED PERSON has been missing for 90 days and WE have reason to believe that they have died due to an ACCIDENT. If the INSURED PERSON is found to be alive after WE have paid the benefit it must be refunded to US.

**Hospital Benefit**

WE will pay £25 for each 24 hour period of treatment an INSURED PERSON receives as an in- patient in a hospital or nursing home as a result of an ACCIDENT or ILLNESS insured by this section.

The most WE will pay for any one loss for each INSURED PERSON is £1,000.

**Medical Treatment**

WE may, at OUR option, pay for medical treatment to help an INSURED PERSON recover from an ACCIDENT or ILLNESS insured by this section.

**Private Tuition**

WE will pay the cost of private tuition if an INSURED PERSON is under 18 years of age and has been unable to attend their usual place of education as a result of an ACCIDENT insured by this section,

WE will not pay for costs:

- 1 incurred during the first seven days following the ACCIDENT; or
- 2 recoverable from an education establishment.

The most WE will pay for any one loss is £1,500.

**Professional Counselling**

WE will, at OUR option, pay for professional counselling to help an INSURED PERSON recover from emotional stress resulting from an ACCIDENT or ILLNESS insured by this section.

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

**Statement of Fitness for Work**

If WE pay benefit for temporary TOTAL DISABILITY and an INSURED PERSON returns to work on reduced hours on the advice of their doctor WE will pay the proportion of the benefit that equates to the proportion of their normal working hours for which they are unable to work provided that, in total, the maximum period for which WE will pay benefit for any one claim does not exceed the payment period shown on YOUR schedule.

**Exclusions**

WE will not pay for:

- 1 ACCIDENT or ILLNESS consequent upon or contributed to by any pre- existing physical or mental defect or infirmity.
- 2 ACCIDENT or ILLNESS which appears before the start of this section or any subsequent renewal.
- 3 ILLNESS which appears within 21 days of the start of this section unless the INSURED PERSON can prove they had previous continuous insurance for ILLNESS.
- 4 ACCIDENT to or ILLNESS of an INSURED PERSON under 16 or over 65 years of age unless individually named on YOUR schedule.
- 5 ACCIDENT or ILLNESS resulting from:
  - a) pregnancy or childbirth;
  - b) suicide or deliberate self- injury;
  - c) alcohol or drugs;
  - d) failure to obtain or follow proper medical advice;
  - e) any HIV related condition;
  - f) an INSURED PERSON putting themselves in danger, other than in an attempt to save human life;
  - g) flying or other aerial activities, other than as a fare- paying passenger in a hot air balloon or power- driven aircraft;

- h) winter sports, other than sledging, curling or skating;
  - i) hunting on horseback;
  - j) racing, other than swimming, running or yachting;
  - k) mountaineering or rock climbing where ropes or guides are used, or are recommended to be used;
  - l) pot-holing or caving;
  - m) any bungee sport;
  - n) professional sport;
  - o) motor cycling as a driver or passenger, unless it is for agricultural purposes on YOUR own land;
  - p) yachting or boating, other than on inland waters or within three miles of the mainland;
  - q) diving using underwater breathing apparatus; and/or
  - r) unarmed combat, boxing or martial arts;
- unless shown on YOUR schedule as insured.

## **Special Condition**

### **Medical Evidence**

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

## **Settling Claims**

The most WE will pay for each benefit is the amount shown on YOUR schedule.

The maximum period for which WE will pay a benefit:

- 1 for temporary TOTAL DISABILITY or PARTIAL DISABILITY or a combination of them, following an ACCIDENT; or
  - 2 for any one ILLNESS;
- is the payment period shown on YOUR schedule.

WE will not pay any benefit for the deferment period shown on YOUR schedule.

WE will only pay under one of the benefits for death, LOSS OF LIMBS, SIGHT, SPEECH OR HEARING or permanent TOTAL DISABILITY for any one claim and such payment will end cover for that INSURED PERSON.

If WE pay benefit for death, LOSS OF LIMBS, SIGHT, SPEECH OR HEARING or permanent TOTAL DISABILITY, WE will cease to pay temporary TOTAL DISABILITY or PARTIAL DISABILITY benefits for the same ACCIDENT.

WE will settle claims for temporary TOTAL DISABILITY or PARTIAL DISABILITY or ILLNESS by making payment every four weeks. Unless WE agree otherwise, YOU will receive YOUR first benefit payment four weeks after WE accept YOUR claim.

If the benefits payable under this section are based upon wages WE will use a suitable index to increase the declared wageroll each year.

# Charitable Assignment Condition

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

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





2015- 01- 31

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