

BIBU Farm & Estate Policy

Agent: **6013 - FUW/ Mrs Meinir Davies**

Policy Number: **FR/10021178/20**

New Business Schedule

Insured South Wales Sheepdog Trails Association

Address Broomley Farm, Sodston , Narberth, SA67 8HB

Business Description Sheepdog Trials Association

Period of Insurance 20th July 2020 (10.46) to 20th July 2021 (00:00)

Sections Operative		
1	Private House Buildings, Contents and Personal All Risks	Not Insured
2	Material Damage	Not Insured
3	Business Interruption	Not Insured
4	Employers Liability	Insured
5	Public and Product Liability	Insured
6	Money	Not Insured
7	Selected All Risks	Insured
8	Personal Accident and Sickness	Not Insured
9	Goods In Transit Own Goods	Not Insured
10	Legal Expenses	Not Insured
11	Contractors All Risks Single Contract	Not Insured
12	Terrorism	Not Insured
13	Computer	Not Insured
14	Environmental Liability	Insured

Insurers **Sections 1 to 9 and 11 to 13** are insured by: AXA Insurance UK plc
Section 10 - Legal Expenses is insured by: DAS Legal Expenses Insurance Company Limited
Section 14 - Environmental Liability is insured by: XL Catlin Insurance Company UK Limited

Premium	£537.15
Insurance Premium Tax at the current rate	£64.45
BIBU Underwriting Fee	£29.50
Total Amount Payable	£631.10

Important Information

We are keen to work in partnership with You and avoid any misunderstandings.

You must make a fair presentation of the risk. A fair presentation of the risk is one in which every material representation as to a matter of fact is substantially correct and every material representation as to a matter of expectation or belief is made in good faith, and are those facts which the underwriter may wish to know in deciding whether to underwrite the risk and/or the terms upon which to underwrite the risk. The requirement to make a full fair presentation of the risk exists throughout the life of the policy. They may be relevant either to Your full business description and any activities You / Directors /Partners /Employees undertake in the course of Your business or to the personal background and characteristics (including financial) of You and/or any director, partner, officer and/or principal of Your Business). Failure to make a fair presentation of the risk could result in Your policy being invalidated.

Should You be in doubt as to whether information is accurate or material, then You must discuss it with Your insurance broker or adviser or disclose it to Us.

If any changes are required, please notify Your insurance broker or adviser immediately as this may result in changes to the terms and conditions of the quotation, or a refusal to provide cover.

Please refer to our website www.bibu.co.uk for a copy of the policy summary and policy wording.

Fair Processing Notice

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. We will The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

Who are we?

Geo Underwriting Services Limited (part of the Ardonagh Group of companies) is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to MGA.DataProtection@geounderwriting.com or in writing to The Data Protection Officer, 1 Minster Court, Mincing Lane, London EC3R 7AA. Please advise us of as much detail as possible to comply with your request.

For further information about the Ardonagh Group of companies please visit <http://www.ardonagh.com/about-us/business-portfolio>.

What information do we collect?

We will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code) which we need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing you with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you the product or service requested.

How do we use your personal information?

We will use your personal information to

- assess and provide the products or services that you have requested
- communicate with you
- develop new products and services

- undertake statistical analysis

We may also take the opportunity to

- contact you about products that are closely related to those you already hold with us
- provide additional assistance or tips about these products or services
- notify you of important functionality changes to our websites

Only where you have provided us with consent to do so, we may also from time to time use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

From time to time we will need to call you for a variety of reasons relating to your products or service (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to Ofcom regulations and have strict processes to ensure we comply with them.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing your personal information

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

When do we share your information?

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau. We will never make a search that leaves a record on your credit history without informing you first. We may use firms involved in financial management regarding payment.

We will only share your information for any direct marketing of additional services and products within The Ardonagh Group of companies where we have your consent to do so.

The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

How long do we keep your information for?

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

Your rights

There are a number of rights that you have under data protection law. Commonly exercised rights are:

- Access - You may reasonably request a copy of the information we hold about you.
- Erasure - Where we have no legitimate reason to continue to hold your information, you have the right to have your data deleted (sometimes known as the right to be forgotten)

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- We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision if you are unhappy with it.

-Marketing - If you wish to inform us of changes in consent for marketing please contact us at the address or telephone number indicated in any recent correspondence or emails you received from us.

If you are unhappy about the way we have handled your data or upheld your rights, you can complain to the Information Commissioner's Office (ICO) at any time.

Further details of your rights can be obtained by visiting the ICO website at <https://ico.org.uk/your-data-matters>.

Farm Combined Statement of Fact

The following Statement of Fact is based on information you have disclosed or assumptions that have been made by Us. Please read the statement of fact carefully to ensure it is correct. If any of the information is incorrect, please contact your agent immediately.

About You

Full Legal Title:

South Wales Sheepdog Trails Association

Situation of Risk:

1 Broomley Farm, Sodston, Narberth, SA67 8HB

Business Description:

Sheepdog Trials Association

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Farm Combined Statement of Fact Questions

Answer Assumption Made?

How many years have you been conducting the business/s described above in this full legal title?	5+	No
How many years experience do you have in these business activities?	5+	No
Have you or has any business in which you were director had their insurance cancelled or been refused renewal terms by insurers?	No	Yes
Have you or any of your directors, officers, business partners or any other person who plays a significant role in managing or organising the business activities ever been Convicted of or charged (but not yet tried) with any criminal offence (other than motoring offences)?	No	Yes
Have you or any of your directors, officers or business partners ever been declared bankrupt or insolvent or has any business in which you were director or involved in management become insolvent or gone into liquidation, administration receivership or entered into an arrangement with creditors?	No	Yes
Have you or any of your directors, officers or business partners ever been prosecuted under the Health and Safety at Work Act or other legislation relating to health and safety at work or corporate manslaughter?	No	Yes
Do or will you or any of your employees work at Power stations or nuclear installations?	No	Yes
Do or will you or any of your employees work at Refineries, Bulk Storage or production premises, in the oil, gas or chemical industries?	No	Yes
Do or will you or any of your employees work at airside, at airports or in proximity to aircraft?	No	Yes
Do or will you undertake any work within the boundaries of a designated railway line?	No	Yes
Do or will you or any of your employees work at Ministry of defence premises and/or military bases?	No	Yes
Do or will you or any of your employees work with radioactive substances or other sources of ionizing radiation, explosives or other dangerous substances?	No	Yes
Do or will you grow Genetically Modified (GM) crops?	No	Yes
Do you or will you or any of your employees undertake any business activities not shown under the business description on the attached documentation?	No	Yes

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Farm Combined Statement of Fact Questions

Have any accidents, losses or claims arisen whether insured or not in the last 3 years (other than Pollution or Contamination incidents) other than noted below?

Answer Assumption Made?

No

No

Full claims details on record:

Date	Amount	Description
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Have any of the Private Dwelling Houses ever been damaged by Flood, Subsidence, Heave, Landslip other than noted within claims listed above?

No

Yes

Are any of the Private Dwelling Houses of non-standard construction (i.e. less than 75% Brick, Stone, Slate, Tile) other than noted in the schedule?

No

Yes

Are any of the Private Dwelling Houses thatched other than noted in the schedule?

No

Yes

Are any of the Private Dwelling Houses in a poor state of repair not weather tight or secure or undergoing any structural works other than noted in the schedule?

No

Yes

Are any of the Private Dwelling Houses used for any business or professional purposes other than farm business and the accommodation of paying guests?

No

Yes

Are any of the Private Dwelling Houses occupied by DSS or students other than noted in the schedule?

No

Yes

Are any of the Private Dwelling Houses left Unoccupied for more than 60 consecutive days other than noted in the schedule?

No

Yes

Have any of the Farm/Commercial Buildings ever been damaged by Flood, Subsidence, Heave, Landslip other than noted within claims listed above?

No

Yes

Are any of the Farm/Commercial Buildings in a poor state of repair?

No

Yes

Are any of the Farm/Commercial Buildings thatched other than noted on the schedule?

No

Yes

Is there any non Loss prevention council (LPC) approved composite panels in any Farm/Commercial Buildings (also known as Sandwich Panelling) other than noted on the schedule?

No

Yes

Do any of the Farm/Commercial Buildings contain spray foam insulation other than noted on the schedule?

No

Yes

Are any of the Farm/Commercial Buildings temporary or moveable structures other than noted on the schedule?

No

Yes

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Farm Combined Statement of Fact Questions

	Answer	Assumption Made?
Are there any Farm/Commercial Buildings on the Premises which are not being insured?	No	Yes
Are any of the Farm/Commercial Buildings used in connection with any non- farming activity other than noted on the schedule?	No	Yes
Are any of the Farm/Commercial Buildings heated by any means other than fixed mains gas or fixed electric installations without naked flames other than noted on the schedule?	No	Yes
Do livestock graze on unfenced land, moorland or common land?	No	Yes
Have any specified livestock had or have any health defects?	No	Yes
Has there been an outbreak of any notifiable disease within a 10 mile radius of any situations of risk in the last 6 months?	No	Yes
Is the land used for non agricultural purposes other than activities noted on the schedule?	No	Yes
Has the land ever been used as a waste disposal site or landfill?	No	Yes
Do you allow third parties to organise events on your land other than noted on the schedule?	No	Yes
Have any incidents of pollution or contamination occurred in the last 5 years?	No	Yes
Under Section 8 Personal Accident & Sickness the normal policy excludes hazardous sports and pastimes. Does any person engage in a hazardous sport or pastime and require cover for these activities other than noted on the schedule?	No	Yes
Are goods carried on behalf of Third Parties for reward?	No	Yes

Farm Combined Statement of Fact

About your schedule

We recommend that you read this schedule along with your policy to ensure

- a) it meets your requirements.
- b) all details are correct.

If you have any queries or if any of the details are not correct please contact your insurance advisor.

This schedule and any applied endorsements should be read in conjunction with

- a) Statement of Fact & Declaration
- b) Policy Wording version ACLD0957P-D V_05.19.
- c) Employers Liability Certificate

Please keep your schedule safe with your policy documents.

Situation of Risk

- 1 Broomley Farm, Sodston, Narberth, SA67 8HB

Section 4 - Employers Liability

Item No	Description	Wage Roll	Limit of Indemnity
1	Clerical Domestic and Administrative	£5,000	£10,000,000

Employers' Liability Tracking Office

Certain information relating to **Your** insurance policy including, without limitation, the policy number(s), employers names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employers reference numbers provided by Her Majestys Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers Liability Tracing Office, (the ELTO) and added to an electronic database, (the Database).

This information will be made available in a specified and readily accessible form as required by the Employers Liability Insurance:

Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers liability insurance of their employers, (the Claimants): to identify which insurer (or insurers) was (or were) providing employers liability cover during the relevant periods of employment; and to identify the relevant employers liability insurance policies.

The Database will be managed by the ELTO.

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

By entering into this insurance policy **You** will be deemed to specifically consent to the use of **Your** insurance policy data in this way and for these purposes.

Section 5 - Public & Products Liability

Limits of Indemnity

Part A - Public Liability

£10,000,000 **Our** liability for all damages payable to any claimant or number of claimants as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause.

Part B - Product Liability

£10,000,000 liability for all damages payable as a result of all occurrences during any one **Period of Insurance**.

Pollution or Contamination Parts A and B

Part C - Pollution and Contamination Statutory Enforcement Costs

The maximum amount payable under this Part in respect of all **Pollution** and **Contamination** which is deemed to have occurred during the **Period of Insurance** shall not exceed £500,000 in all during any one **Period of Insurance**

Our liability for all damages payable under Parts A, B and C of this Section in respect of all **Pollution** or **Contamination** which is deemed to have occurred during the **Period of Insurance** shall not exceed in the aggregate the amount shown in the schedule to this section as the Limit of Indemnity for Part A

Additional Activities

Item No 4

Activity	Sheepdog Trials	Turnover	£0	Limit of Indemnity	£5,000,000
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Section 5 - Public & Products Liability

Section 5 Amendment

If any of the **Farming Activities** shown below are specified under Additional Activities under Section 5, then the limit of indemnity is increased to £10,000,000 for these **Farming Activities**.

Additional Definitions applicable to Section 5

Farming Activities: Owner/ Lessor/ Lessee of Agricultural land, Property Ownership, Visitors to Farm and Estate, Car Boot Sales, Cafe/Restaurant/Tearooms, Weddings, Outside Catering, Bed & Breakfast, Holiday Lettings, Caravans and Tents, Caravan Storage, Fishing lakes, Pheasant/ Grouse Shoots, Farm Shops, Farmers Markets, Cheese, Butter and Ice Cream Production

Section 7 - Selected All Risks

Item No	Description	Location	Excess	Sum Insured
1	Property used for trials	Worldwide	£50	£1,000
			Total Sum Insured	£1,000

Section 7 - Selected All Risks Clause Summary

Clause	256A	Description	Description Amendment	Applicable to Item Number/s	1
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Clauses Wordings Applicable to Section 7

256A - Description Amendment - Relating To: Section 7 - Item 1

This item is amended to read

Property used for trials includes Hurdles

Toilets

Displays and PA Equipment

Section 14 - Environmental Impairment Liability**Insurer**

XL Catlin Insurance Company UK Limited

Unique Market Reference Number: B0334SC3342017407**LSW1001 - Several Liability Clause**

The subscribing insurers' obligations under this contracts of insurance to which they subscribe are several and not joint and are solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LMA3100 - Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provided any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Limits of Liability

i) Any one Pollution Condition or Natural Resource Damage:	£1,000,000
ii) All Pollution Conditions or Natural Resource Damage occurring during any Period of Insurance	£1,000,000
iii) Sublimit for Emergency Costs	£50,000

Retention Amount:

Each and every Pollution Condition or Natural Resource Damage (except Illegal Waste)	£500
Each and every Pollution Condition or Natural Resource Damage arising from Illegal Waste	£5,000

Minimum Earned Premium

100%

Retroactive Date

20/07/2020

NB: Cover under this section has been provided on the basis that there have been no incidents of Pollution, Pollution Condition or Natural Resource Damage in the five years prior to the retroactive date noted in this schedule.

Section 14 - Environmental Impairment Liability Addendum

The following changes apply to Policy Wording ACLD0957P-D V_05.19. with immediate effect

Insuring Entity

- a) Any reference to XL Insurance Company SE within the policy, schedule, certificate or any other associated documentation shall be replaced with XL Catlin Insurance Company Limited and regulatory details amended as below.
- b) Regulatory details
XL Catlin Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

- c) Complaints

If **You** wish to make a complaint about Section 14 **You** can do so at any time by referring the matter to:

Complaints Manager
XL Catlin Services SE
20 Gracechurch Street
London
EC3V 0BG

Telephone Number: +44 (0)20 7743 8487

Email: axaxlukcomplaints@axaxl.com

XL Catlin Services SE act on behalf of XL Catlin Insurance Company UK Limited in administering complaints.

Your right to refer your complaint to the Financial Ombudsman Service is unaltered.

Fair Processing Notice Applicable to this Section

This Privacy Notice describes how XL Catlin Insurance Company UK Limited (for the purpose of this notice "we", "us" or the "Insurer") collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice "you") when we are providing our insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information

Section 14 - Environmental Impairment Liability Addendum

outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right of portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: compliance@axaxl.com.

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the relevant Information Commissioner's Office.

For more information about how we process your personal information, please see our full privacy notice at <https://axaxl.com/privacy-and-cookies>.

Section 14 - Environmental Liabilities Exclusion 1 page 113 is amended to read:

We will not provide indemnity:

- 1) **Above Ground Storage Tank(s)**
based upon or arising out of any **Pollution Condition** or **Natural Resource Damage** resulting from or related directly or indirectly to any **Above Ground Storage Tank** at a **Premises** which at the time of the accidental event that caused the **Pollution Condition** or **Natural Resource Damage** is:
 - a) not in full compliance with any and all applicable legislation concerning the storage of agricultural fuel oil, silage and/or slurry regarding its design, construction or location;
 - b) for fuels or hazardous chemicals not within secondary containment and/or has a capacity in excess of fifteen thousand (15,000) litres.

Policy Addendum

The following changes apply to Policy Wording ACLD0957P-D V_05.19 with immediate effect

Under the General Exclusions section of **Your Policy**, the following exclusion is added:

7. Coronavirus exclusion (not applicable to Sections 4, 5, 8, 10 and 14 of this Policy)

In respect of all cover provided under this **Policy** and notwithstanding any other provision, no cover is provided for any claim, loss, liability, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:

- 1** any fear or threat (whether actual or perceived) of ; or
- 2** any action taken controlling, preventing, suppressing or in any way relating to any outbreak of;

coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

