

[Smallholders Combined Insurance]

Prospectus and Proposal Form



Smallholders Combined Insurance

- A great value insurance package for the smallholder
- Backed by a global insurer
- Simply choose the package for you

SILVER or GOLD

Please Note – This policy only provides cover in respect of those risks associated with the Activities undertaken in connection with the smallholding, as described on the Proposal Form, and accepted by the insurer. The policy does not cover any business activity that has not been advised to and accepted by the company, nor does it cover your house, your domestic contents or your personal possessions, which will need to be insured separately.

If you require cover beyond that offered by this policy please contact your Broker/Intermediary for an alternative quotation.

Unfortunately this policy is **not available** if you:

- have a Smallholding of more than 50 acres
- are located in Northern Ireland
- have any employees, including casual or voluntary staff
- operate a Riding School and/or involved in the hiring-out of horses
- require liability cover for the use of horses or other equine animals away from the smallholding
- offer a Livery service (although DIY self-livery is acceptable)
- carry out contracting for others
- have slurry storage facilities
- have any heated poultry/pig-rearing buildings
- accept organised farm visits (i.e. school groups, clubs etc)
- arrange or host organised Shoots
- offer camping or caravanning facilities
- export any products
- require Terrorism Insurance

This list is not exhaustive. There may be other activities that are not acceptable.

Some of these activities can be covered under a Farmers Combined Policy – please contact your broker/intermediary for more information.

What is Covered?

	SILVER	GOLD
	Sum Insured	Sum Insured
Farm Buildings	£20,000	£40,000
Tools & Machinery	£5,000	£10,000
Produce & Deadstock	£2,500	£5,000
Boundary Walls & Hedges	£1,000	£2,000
Livestock	£5,000	£10,000
	Limit of Indemnity	Limit of Indemnity
Public/Products Liability	£1,000,000	£1,000,000

Premium	£187.50	£254.46
Insurance Premium Tax @ 12%	£22.50	£30.54
Total Premium	£210.00	£285.00

PLEASE NOTE : This policy does not cover tractors, quad bikes or all terrain vehicles (ATVs). Such vehicles can be insured under a suitable motor insurance policy. Theft cover for trailers and other wheeled implements designed to be towed is subject to such items being secured by a wheel clamp and hitch lock when left unattended.

effective 01/06/17

Policy Summary

The Smallholders Combined Policy is underwritten by Farmsure Underwriters Ltd on behalf of Markel International Insurance Company Ltd. Farmsure Underwriters Ltd is authorised and regulated by the Financial Services Authority. Markel International Insurance Company Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The Policy is an annual contract and may be renewed each year subject to the terms & conditions then applicable.

The policy provides a package of cover suitable for the smallholder with a holding of up to 50 acres. The policy offers a choice of two packages, “**SILVER**” or “**GOLD**”

For holdings of more than 50 acres, please refer to your broker/intermediary for an alternative quotation.

The level of cover depends upon whether the “**SILVER**” or “**GOLD**” option is chosen, but in either case the cover falls within the following Sections.

- Property Damage Insurance
- Livestock (Non-Disease) Insurance
- Public/Products Liability

PLEASE NOTE – the policy does not cover risks associated with any activity that has not been disclosed to and accepted by the insurer. It also does not cover Home Buildings, Home Contents, or Personal Possessions or Employers Liability. Please refer to your broker/intermediary for an alternative quotation to include these covers.

The following tables provide only a summary of the main policy benefits, and a summary of the Terms, Conditions & Exclusions. For full details of these you should read the policy document, a copy of which will be provided on completion of your contract, or at any time on request.

GENERAL CONDITIONS & EXCLUSIONS – the following apply to the policy as a whole. Full details can be found in the Policy Wording / Schedule.

General Conditions & Exclusions

- If there are any changes to your business, activities, the premises, the property therein, or any other circumstances whereby the risk is increased, you must inform us immediately. Failure to do so could invalidate the policy, or result in a claim being rejected.
- You must at your own expense take reasonable precautions to prevent any occurrence, or cease any activity which may give rise to liability under the policy, and maintain all buildings, furnishings, ways, works plant, machinery and vehicles in sound condition.
- Nuclear Risks, War and Sonic Bangs are excluded.
- An Electronic Risks Exclusion applies.
- Terrorism is excluded.
- In respect of risks in Northern Ireland, certain cover is excluded.

Excesses & Limits

- Any excesses applicable to your policy are detailed in your Policy Wording/Schedule. These amounts must be paid in the event of each and every claim.
- Limits may apply to your policy – please refer to your Policy Wording/Schedule for details.

PROPERTY DAMAGE INSURANCE – provides cover for loss of or damage to your farm buildings and other farm property as a result of any of the Insured Covers at the Premises.

Features & Benefits	Significant Exclusions or Limitations	Policy Section
<p>Insured Covers :</p> <p>Loss or Damage caused by Fire, Explosion, Lightning, Aircraft, Escape of Oil, Falling Trees, Defective Oil Vaporisation, Earthquake, Riot & Malicious Damage, Storm & Flood (Buildings only), Impact, and Theft (other than of Buildings or Boundary Hedges, Walls, Fences & Gates)</p>	<p>Some specific property and causes of damage may be excluded – please refer to the policy wording.</p> <p>Underinsurance – if the sum insured is less than the value at risk any claim may be proportionately reduced.</p> <p>You will be required to pay the first part of the amount claimed (the Excess). The normal excess is £250.</p>	Property Damage
<p>Buildings</p> <p>The following are automatically included :</p> <ul style="list-style-type: none"> . Buildings and/or Tenant’s Improvements . Landlords Fixtures & Fittings . Small outside buildings . Services <p>Claims (other than for Tenants Improvements) are settled on the basis of rebuilding using modern materials to provide comparable facilities to the existing structure at the time of loss.</p> <p>Tenant’s Improvements claims are settled on the basis of Reinstatement as new.</p>	<p>Excluding damage if the Buildings have not been maintained in a good state of repair.</p> <p>Excluding Storm damage to Polytunnels & Glasshouses.</p> <p>Excluding Storm damage to moveable field shelters unless securely anchored to the ground.</p> <p>Maximum Sum Insured :</p> <p>“SILVER” £ 20,000</p> <p>“GOLD” £ 40,000</p>	Property Damage
<p>Agricultural Machinery, Plant & Implements</p> <p>The following are automatically included :</p> <p>Agricultural Machinery, Plant & Implements</p> <p>The amount payable is the value of the property at the time of its destruction or the amount of the damage, other than permanently fixed Agricultural Machinery, which is reinstatement as new</p>	<p>Maximum Sum Insured :</p> <p>“SILVER” £ 5,000</p> <p>“GOLD” £ 10,000</p> <p>Excluding ride-on mowers, motorised farm bikes, quad bikes, all-terrain vehicles, tractors & other agricultural vehicles.</p> <p>Theft of trailers and wheeled implements excluded unless secured by a wheel clamp and hitch lock.</p>	Property Damage
<p>Produce & Deadstock</p> <p>The following are automatically included :</p> <p>Agricultural Produce (including growing crops other than timber) and farming stock (excluding livestock)</p> <p>Cover is on the basis of the value of the property at the time of destruction, or the amount of the Damage</p>	<p>Maximum Sum Insured :</p> <p>“SILVER” £ 2,500</p> <p>“GOLD” £ 5,000</p>	Property Damage
<p>Boundary Hedges, Walls Fences & Gates</p> <p>The following are automatically included :</p> <p>Boundary Hedges, Walls, Fences & Gates at the Premises.</p>	<p>Maximum Sum Insured :</p> <p>“SILVER” £ 1,000</p> <p>“GOLD” £ 2,000</p>	Property Damage

LIVESTOCK (NON-DISEASE) INSURANCE - provides cover for death of farm Livestock as a result of any of the Insured Covers

Features & Benefits	Significant Exclusions or Limitations	Policy Section
<p>Insured Covers :</p> <p>Loss occurring at the Premises caused by Fire, Explosion, Lightning, Aircraft, Riot Civil Commotion, Malicious Damage, Earthquake, Electrocution, Worrying & Theft.</p> <p>Loss caused by "Any Accident" :- (A) whilst on foot on any road or at a sale yard or market or Agricultural Show or similar event (B) as a result of Straying from the Premises, sale yard or market (C) whilst in Transit, including loading and unloading.</p> <p>Includes Vet's Fees incurred as a direct result of an Insured Cover.</p>	<p>Maximum Sum Insured :</p> <p>"SILVER" £ 5,000</p> <p>"GOLD" £ 10,000</p> <p>£1,000 Limit Any One Animal</p> <p>Excludes the first £50 of each and every claim</p> <p>"Any Accident" cover excludes - under (A) horses and dogs - under (B) dogs</p> <p>Transit cover (C) excludes vehicles operated by a haulage contractor or livestock haulier</p> <p>£100 Limit in respect of Vet's Fees. Excludes fees incurred for preparing a claim</p> <p>Excludes Unauthorised Slaughter</p>	<p>Livestock (Non-Disease)</p>

PUBLIC/PRODUCTS LIABILITY INSURANCE – provides cover to protect you against your legal liability for claims made against you by any person other than an employee

Features & Benefits	Significant Exclusions or Limitations	Policy Section
<ul style="list-style-type: none"> • Public Liability: Accidental injury to members of the public, or accidental damage to their property. • Products Liability: Accidental injury or accidental damage to property resulting from products supplied. • Pollution • Legal Defence Costs in defending proceedings arising from a breach of the Health & Safety at Work Act or Part II of the Consumer Protection Act where there has been no actual injury or damage. • Cover automatically applies whilst attending Farmers' Markets and Agricultural Shows, other than when involving equine animals. 	<ul style="list-style-type: none"> • The Limit of Indemnity provided for Public Liability is £1,000,000 for any one event (£1,000,000 for damage caused by fire). • The Limit of Indemnity provided for Products Liability is £1,000,000 for all events happening during any one Period of Insurance in respect of Products supplied. • All incidents considered to have occurred during any one Period of Insurance in respect of Pollution or contamination of buildings or other structures or of water or land or of the atmosphere. The Limit of Indemnity is £1,000,000. • The Limit of indemnity provided for Legal Defence Costs is £250,000 any one Period of Insurance • The policy excludes legal liability: <ul style="list-style-type: none"> - arising from risks that require more specific insurance e.g. Motor, Marine etc. - arising from the use of any equine animal away from the Premises, other than as a result of straying from the Premises - arising in connection with advice, design or specification provided for a fee. - for injury to employees. - arising from loss of, or damage to, property in your custody or control. - caused by pollution, unless sudden and accidental. - arising from contractual liability for products. - for fines and penalties. - for defective products and work and the repair, replacement or recall of such products or work. - for fear of contracting asbestos related diseases. - for pre-claim asbestos clean up costs. • Other specific events may be excluded by endorsement, or cover may need to be individually assessed. 	<p>Public/Products Liability</p>

Complaints Procedure

If at any time you have any query or complaint regarding this contract of insurance you should in the first instance refer to your Insurance Broker or advisor.

If the matter cannot be resolved this way please write to Farmsure Underwriters Ltd, 5 Park Plaza, Knights Way, Battlefield, Shrewsbury SY1 3AF, making sure that you quote your full name and address, and the policy number if applicable. Alternatively you can send an e-mail to info@farmsure.co.uk

If we are unable to deal with your complaint immediately we will write to you within 5 days of receipt and inform you who is dealing with the complaint and when you can next expect a response.

If we believe the matter is the responsibility of another firm, either in whole or part, we will refer your complaint to that firm (or the part of your complaint they are responsible for), and inform you of this in writing. We will provide you with the other firm's contact details, who will then assume responsibility for your complaint or their part of it (we will continue to deal with the part we are responsible for if applicable).

We aim to conclude our investigations promptly. However, in some circumstances our investigations may take some time, and we will keep you fully informed. This means that we will write to you as soon as we have concluded our investigation or, if we have not been able to inform you of our decision within 4 weeks of receipt, we will write to you to let you know. If we are not able to reach a decision within 8 weeks, we will write to you again, either;

- concluding our investigation, or;
- advising you of when we expect to be able to conclude our investigation, or;
- advising you of your right to take your complaint to the Financial Ombudsman.

When we conclude your complaint we will write to you, giving you our "Final Response". This will tell you if we have upheld or rejected your complaint (in whole or in part), and if appropriate we will make an offer of redress.

On receipt of our Final Response, or if your complaint remains unresolved after 8 weeks of initially telling us, you may be able to refer your complaint to the Financial Ombudsman if you are:

- a consumer i.e. an individual buying insurance in a private capacity or if (at the time you refer your complaint to the Ombudsman) ;
- a micro enterprise, (i.e. an enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million. In this definition, "enterprise" means any person engaged in an economic activity, irrespective of legal form and includes, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity) or;
- a charity with an annual income of less than £1m, or;
- the trustee of a trust with a net assets value of less than £1m.

You have six months from the date of our final response to refer your complaint to the Financial Ombudsman Service.

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567
Fax: 020 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Web : www.financial-ombudsman.org.uk

Following the complaints procedure does not affect your right to take legal action.

Smallholders Combined Insurance

Demands and Needs

We have not provided you with a personal recommendation as to whether this insurance policy is suitable for your specific needs. You will make your own choice as to how to proceed.

This policy meets the needs of those wishing to be covered against specific risks associated with a smallholding.

Cover is provided subject to various terms and conditions, which can be found in the policy wording, and which should be read carefully.

What to do next

If you wish to take out this insurance :

- decide which option, SILVER or GOLD, you wish to choose
- complete, sign and date the Proposal Form
- detach the Proposal Form and return it to your broker/intermediary
- pay the appropriate amount to your broker/intermediary

What will then happen

Your broker/intermediary will submit the Proposal Form, and if it is acceptable your policy will be issued to your broker/intermediary within five working days of acceptance (unless exceptional circumstances exist).

Should there be any reason why your Proposal Form is unacceptable it will be returned to your broker/intermediary.

Please note that no cover will be in place until the Proposal Form has been accepted, and the policy issued.

Smallholders Combined Proposal Form

Please Note: This policy is not available if you

- Operate a Riding School and/or hire out horses
- Offer a Livery Service (although DIY self-livery is acceptable)
- Require liability cover for the use of horses or other equine animals away from the smallholding
- Carry out contracting for others.
- Offer camping or caravanning facilities
- Have any heated pig/poultry buildings
- Accept organised farm visits (i.e. school groups, clubs etc) or host group events
- Have employees, including casual and voluntary staff
- Export any products
- Arrange or host organised shoots
- Have slurry storage facilities
- Require Terrorism Insurance

By completing this Proposal Form you are confirming that none of the above statements apply to you.

Please complete this form as fully as possible using BLOCK CAPITALS

Your Name(s) (in full) :	
Correspondence Address :	
Postcode :	
Telephone :	
Address of Holding : (if different to above)	
Postcode :	
Activities undertaken on the Smallholding :	

Acreage of Holding (max 50 acres):		Are the buildings, hedges & fences well maintained?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Which level of cover do you require?	<input type="checkbox"/> SILVER £210.00 incl IPT	<input type="checkbox"/> GOLD £285.00 inc IPT		
Date cover to start?	____/____/____			

In respect of the risks to which this Proposal relates, have you suffered any loss or claim in the last 5 years, whether insured or not?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If 'Yes', please give details below
Date	Circumstances		Amount Paid

Name of existing/previous Insurer	
Expiry/Renewal Date	
Policy Number	

ADDITIONAL INFORMATION

(please insert here any further information which may influence our assessment and acceptance of the risk)

IMPORTANT

Please read the following carefully before you sign and date the Declaration.

The questions on this proposal form and any other details we specifically request relate to facts which we consider material to underwriting this insurance. However, because no list of questions can be exhaustive please consider whether there is any other material information which is known to you which could influence our assessment and acceptance of the risk. **FAILURE TO DISCLOSE ALL MATERIAL FACTS WHETHER OR NOT THE SUBJECT OF A SPECIFIC QUESTION MAY INVALIDATE YOUR INSURANCE**

We recommend that you should keep a record, including copies of letters and this Proposal Form, of all information supplied to us for the purpose of entering into this insurance.

DECLARATION

Before signing the Declaration please check your answers carefully particularly if this Proposal Form is not completed in your own hand.

- I/We declare that to the best of my/our knowledge and belief the answers given are true and complete
- I/We agree that if any answers have been completed by any other person, such person shall for that purpose be regarded as my/our agent and acting on my/our behalf, and not the agent of the insurer
- I/We declare that this Proposal Form is for insurance in the normal terms and conditions of the insurer's policy
- I/We agree that the information provided on this Proposal Form and any information supplied by me/us shall be incorporated in and form part of the insurance contract.
- I/We understand that no cover shall be in force until the proposal has been accepted by the insurer or its agents and that the insurer reserves the right to reject the proposal, to apply special terms and/or investigate claims.

Signature of
Proposer(s)

Date of signing

Print Name(s)

Signing this Proposal Form does not bind the insurer to complete the insurance.

The parties to the Policy have the right to choose the law applicable to the Policy.

Unless the parties agree otherwise in writing any dispute concerning the interpretation of this Proposal or the Policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales.

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This Policy Not Suitable?

- Need more than £40,000 Buildings cover?
- Are your pigs, sheep, chickens etc worth more than £10,000?
- Do you need more than £1,000,000 Public Liability cover?

If the cover limits in the Smallholders Combined Policy are not enough for your needs, please contact your broker/intermediary for an alternative quotation. It may be possible to adapt the policy to your needs in which case a revised premium will be offered.

Need other types of cover?

- Do you need Livestock Disease cover?
- Do you have Employees?
- Do you want Personal Accident cover?
- Do you wish to include your Home and Contents?

If so, please contact your broker/intermediary to obtain an alternative quotation.

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www.farmsure.co.uk

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