



AGRICULTURE

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AIUA
FARM
COMBINED

SUMMARY OF COVER

AIUA

Summary of Cover



Welcome to AIUA's Farm Combined Insurance

This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by the Insurers listed below for the Farm Combined Insurance policy. The full terms, conditions and exclusions are shown in the policy document. If you want to see full details of the cover, please refer to the policy document

This Summary of Cover Document is only intended to provide a summary of the main coverage and exclusions, it does not replace the policy Terms and Conditions. Complete pre-contractual information on the product is provided in your policy documentation.

The Insurer Details

Sections 1 to 9, 10 to 17 & 19

Zurich Insurance Company Ltd

A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales No. BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

Section 9A

Axa XL Insurance Company UK Ltd is registered in England No 5328622, at 20 Gracechurch Street, London, EC3V 0BG and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Section 18

Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance, 20 Fenchurch Street, London EC3M 3AZ, registered in England No 00966670, is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. Markel Corporation is the ultimate holding company for Markel International Insurance Company Limited

Contracting out of the Insurance Act 2015

The policy contains provisions for dealing with underinsurance, known as the application of 'Average', which is where the sum insured is lower than the true value. In respect of how we deal with instances of underinsurance, the policy contains a modification to the Insurance Act 2015.

In instances of underinsurance where we reduce any claim payment in proportion to the level of underinsurance, we have contracted out of the provisions of the Insurance Act 2015. This means that you are not able to increase any claim payment to the full amount by the payment of an additional premium, and that you will receive a proportionately reduced payment of your claim.

What is this type of insurance?

This is a product designed to meet the needs of the agriculture industry. The product allows you to select from a range of covers, such as your home and farm business insurance needs.

When and how do I pay?

This contract is usually valid for 12 months subject to payment of the full annual premium. You will be advised regarding renewal prior to the expiry date. The premium for this insurance is paid by your insurance broker to us, unless you have entered into a credit agreement with us to pay the premium in instalments.

When does the cover start and end?

The duration of this insurance is 12 months. The exact start and end date is shown in your Policy Schedule.

How do I cancel the contract?

If you decide that this policy is not right for you, all you need to do is contact your insurance broker. Providing there have been no claims made, paid or notified under this policy we will return a premium that is in accordance with our cancellation rates. A full explanation of the cancellation rights and rates can be found in your Policy Wording.

What are my obligations?

- You must take all reasonable precautions to avoid incurring liability and prevent loss or damage to everything which is covered by this policy and to keep all property insured in good condition and repair.
- Pay any premiums owed for the time you have been covered.
- Ensure that any buildings are insured for their correct rebuilding cost, and that any other items are insured for their full replacement value. If the sum insured is less than that we might not pay all of your claim.
- You must make a fair presentation of the risk to us at inception of the policy, at renewal of the policy and when making any variation to the policy during the time the policy is in force. If you are in doubt as to whether any information should be presented to us you must discuss it with your insurance broker or adviser or disclose it to us.

How do I make a claim?

To make a claim please contact your insurance adviser immediately or in case of an emergency out of office hours please contact 0330 123 0288. This number is charged at local rates.

In respect of legal expenses cover you should, as soon as you are aware of an incident, or if you think that you need to make a claim, call the 24 hour Legal Advice helpline on 0333 234 2295 to get legal advice without delay. If you do so you will need to have your policy number to hand.

In respect of legal expenses where recourse is necessary to a lawyer and proceedings are issued you are free to choose your own lawyer or suitably qualified representative provided the proposed lawyer or suitably qualified representative is appropriate and their proposed charging rate is fair and reasonable with regard to the particular proceedings. Initial notification of a claim must be made immediately by calling 0333 234 2295 or writing to/emailing us using the details below:

The Claims Department
Markel Legal Expenses Insurance
Interchange
81-85 Station Road
Croydon CR0 2AJ

LEIclaimsuk@markel.com

Environmental Liability

If you need to make a claim in respect of Environmental Liability please contact AXA XL Insurance Company UK Limited 0207 933 7334.

What are my obligations in the event of a claim?

- You must tell the police as soon as you can about any theft (or attempted theft) malicious damage or vandalism or any loss of money credit cards jewellery or other valuables. You should also tell the issuing company immediately after the loss of any credit card.
- You should provide us, at your expense, with any information that we reasonably request
- You must tell us about any accident injury loss or damage as soon as you can but no more than 30 days afterwards, unless the claims involves riot where you should tell us no more than 7 days after the damage.
- You must immediately, and without answering it, send us any letter of claim writ summons or other legal document you receive.
- You, or anyone else claiming under your policy, must not admit to any claim, promise any payment or refuse any claim without our written consent.
- In the event that an animal suffers an injury that is insured by the policy and which requires its immediate destruction on humane grounds you must give us immediate notice.
- In the event of the death on an animal following an event that is insured by this policy you must at your expense arrange for a post mortem or examination by a qualified veterinary surgeon and send us the report without delay.

How do I complain?

If you are not satisfied with the services we provide for you and you want to complain, please contact:

Compliance Officer
AIUA
The Hamlet,
Hornbeam Park,
Harrogate
North Yorkshire
HG2 8RE
T: 0344 346 0251 Email: misc@geounderwriting.com

We take all complaints we receive seriously and will handle any complaint promptly and fairly. If you make a complaint, we will acknowledge it promptly, explain how we will handle it, tell you what you need to do and tell you how your complaint is progressing. We will give you full details of our complaints procedure if you ask for it. We will record and analyse your comments to make sure we continually improve our service.

If you are not happy with the outcome of your complaint, you might be able to refer it to:

The Financial Ombudsman Service (FOS)

Further details of the Financial Ombudsman Service can be obtained from their website: www.financial-ombudsman.org.uk

Full details of our complaints procedure are in your policy booklet

The Financial Services Compensation Scheme

The insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS). If they are unable to meet their obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at www.fscs.org.uk.

Section 1. Household Buildings

Features and Benefits	Significant or Unusual Exclusions or Limitations
<p>Standard Cover includes:</p> <ul style="list-style-type: none"> Loss or damage to the buildings by fire, smoke, lightning, explosion, earthquake, storm, flood, escape of water/oil, theft, malicious damage, riot, subsidence, falling trees and impact Loss of rent and alternative accommodation costs. Accidental damage to drains, pipes and cables. Accidental breakage of glass, ceramic hobs and sanitary ware. Liability at law against third party claims incurred solely as owner of the buildings. Legal fees in repossessing your house from squatters Finding a leak <p>Super Cover:</p> <ul style="list-style-type: none"> The above plus accidental loss or damage to buildings 	<p>Standard Cover:</p> <ul style="list-style-type: none"> The Excess. Storm or flood damage to fences, hedges or gates. Restricted cover applies when your house has been unoccupied for more than 60 days in a row. Any amount exceeding 20% of the sum insured (up to a maximum of £100,000) for loss of rent or alternative accommodation. <p>Super Cover:</p> <ul style="list-style-type: none"> The Excess. Loss or damage when your home is lent, let or sub-let to anyone other than your family. Damage whilst your house has been unoccupied for more than 60 days in a row. Damage by wear and tear, insect, vermin, fungus or gradually operating causes. Faulty workmanship, defective design and use of defective materials

Section 2. Household Contents

Features and Benefits	Significant or Unusual Exclusions or Limitations
<p>Standard Cover:</p> <ul style="list-style-type: none"> damage to the contents by fire, smoke, lightning, explosion, earthquake, storm, flood, escape of water/oil, theft, malicious damage, riot, subsidence, falling trees and impact Alternative accommodation costs and rent payable. Accidental damage to mirrors, ceramic hobs and electronic equipment. Liability in law against third party claims incurred solely as an occupier of the home. Accidental damage to office equipment used for business or personal purposes. Electronic data downloads. Freezer contents <p>Super Cover:</p> <ul style="list-style-type: none"> The above plus Accidental damage to contents 	<p>Standard Cover:</p> <ul style="list-style-type: none"> The Excess. Motor vehicles and children's motor vehicles (other than motorised or electric wheelchairs or ride on golf trolleys) mechanically propelled or assisted vehicles (other than garden machinery ride on golf trolleys and pedestrian controlled vehicles), aircraft, trains and boats (other than models), gliders, hand gliders, wetbikes, hovercraft and other mechanically propelled or assisted watercraft, caravans, trailers and animals. Restricted cover applies when your house has been unoccupied for more than 60 days in a row. Any amount exceeding 15% of the sum insured on contents for rent payable or alternative accommodation. Any sum exceeding 25% of the sum insured or £5,000 in respect of one article for high-risk property, which includes pictures, jewellery, precious metals, furs, clocks, cameras, musical instruments, television, home computer and audio equipment. <p>Super Cover:</p> <ul style="list-style-type: none"> The Excess. Deterioration of food (other than under Freezer contents). Loss or damage caused by tenants or members of their household when your home is lent, let or sub-let to anyone other than your family. Damage while your house has been unoccupied for more than 60 days in a row. Damage by wear and tear, insects, vermin, fungus, gradually operating causes, cleaning, repair, alterations, mechanical or electrical breakdown.

Section 3. Household All Risks

Features and Benefits	Significant or Unusual Exclusions or Limitations
<ul style="list-style-type: none"> Loss or damage to your contents while temporarily away from the home for a period not exceeding 60 days outside the British Isles. Loss of personal money while temporarily away from the home for a period not exceeding 60 days outside the British Isles. For personal clothing, subject to a deduction for wear and tear. 	<ul style="list-style-type: none"> The Excess. Any amount exceeding £1,000 in respect of any one item unless specified. Motor vehicles Unless specified in the schedule: musical instruments, china, glass, riding tack, camping equipment and student effects. Any amount exceeding £1,500 in respect of theft of property from a motor vehicle unless the vehicle is occupied by a person aged 16 years or over. Loss caused by tenants or members of their household

Section 3A. Caravan

Features and Benefits	Significant or Unusual Exclusions or Limitations
<ul style="list-style-type: none"> Loss or damage within the British Isles or while on the Continent of Europe in the control of the insured for a period not exceeding 60 days. Delivery to your home address or to the caravan's permanent site within the British Isles. Alternative accommodation costs up to a maximum of £25 per day for a maximum of 21 days. Liability at law against third party claims. Replacement of furniture, furnishings, utensils and household linen. 	<ul style="list-style-type: none"> The Excess. Loss or damage or legal liability arising when the caravan is overturned by storm or flood unless securely anchored to the ground. Loss or damage if the caravan is used as a permanent residence. Loss or damage occurring when the caravan is let out on hire. Loss or damage by storm to the tent of a tent trailer or any awning. Loss or damage caused by wear and tear, seepage of water, vermin, gradually operating causes. Damage to tyres by the application of brakes or road punctures.

Section 4. Farm Buildings

Features and Benefits	Significant or Unusual Exclusions or Limitations
<ul style="list-style-type: none"> Cover includes fire, explosion, lightning, aircraft, earthquake Options include riot, malicious damage, impact, falling trees, theft, storm, tempest or flood or burst pipes, subsidence or accidental damage The basis of claim settlement is reinstatement in modern materials. You may opt to cover the full rebuilding cost. You are also covered for debris removal, professional fees and compliance with public authority regulations. Extensions include cleaning of own land following contamination by oil, diesel or fertiliser and removing waste illegally deposited by third parties. 	<ul style="list-style-type: none"> The Excess. Payment of the claim in full if the sum insured is not adequate.

Section 5. Farm Contents

Features and Benefits	Significant or Unusual Exclusions or Limitations
<ul style="list-style-type: none"> Cover includes fire, explosion, lightning, aircraft, earthquake riot, malicious damage, impact and falling trees. Options include theft, storm, tempest or flood or burst pipes, subsidence, accidental damage. Property temporarily removed, property held in trust and debris removal. Claims settlement is based on the value of the farm contents at the time of the loss. 	<ul style="list-style-type: none"> The Excess. Motor vehicles, implements and attachments. Any sum in excess of £50,000 in respect of any one stack of hay or straw and in excess of five stacks at any one location. All terrain vehicles, hand tools and portable power equipment unless specifically insured. Payment of the full claim if the sum insured is less than 75% of the value of the property.

Section 6. Livestock

Features and Benefits	Significant or Unusual Exclusions or Limitations
<ul style="list-style-type: none"> Cover includes fire, explosion, lightning, aircraft, earthquake riot, malicious damage, impact, falling trees and electrocution. Options include theft, mysterious disappearance, storm, tempest or flood, burst pipes, fatal injury to livestock, livestock killed in transit, livestock worrying, all risks mortality, loss of use/infertility and selected diseases. Vet fees up to £1000 per animal subject to a maximum of £5000 and debris removal costs up to £500 per animal subject to a maximum of £2000. 	<ul style="list-style-type: none"> The Excess. Any livestock loss unless the damage is certified by a qualified veterinary surgeon. Any loss in excess of £10,000 per animal or £2,000 for working dogs. Payment of the full claim if the sum insured is less the 75% of the value of the property.

Section 7. Loss of Revenue

Features and Benefits	Significant or Unusual Exclusions or Limitations
<ul style="list-style-type: none"> Cover is provided for interruption to your business following an insured loss which results in reduced revenue and increased running costs. Cover includes fire, explosion, lightning, aircraft, earthquake riot, malicious damage, impact, falling trees and electrocution. Options include theft, storm, tempest or flood, burst pipes, fatal injury to livestock including livestock killed in transit and livestock worrying, subsidence, accidental damage Three-year indemnity period. Extensions include denial of access, unspecified suppliers and or customers, storage sites, failure of selected public utilities, murder, named disease and suicide, bomb scares, forced sale of dairy cows and hire of replacement agricultural machinery following an insured loss. 	<ul style="list-style-type: none"> The Excess. Breeding livestock. Payment of more than twice the annual revenue for one year or five time the annual revenue for a three year indemnity period. Any sum in excess of £50,000 in respect of any one stack of hay or straw and five stacks at any one location.

Section 8. Employers Liability

Features and Benefits	Significant or Unusual Exclusions or Limitations
<ul style="list-style-type: none"> Legal liabilities for damages in respect of injury to any person employed caused during the period of insurance. Legal costs and expenses. 	<ul style="list-style-type: none"> Any amount exceeding £10 million Any amount exceeding £5 million in respect of terrorism.

Section 9. Public/Products Liability

Features and Benefits	Significant or Unusual Exclusions or Limitations
<ul style="list-style-type: none"> Legal liability for damages in respect of accidental injury of any person, accidental loss or damage to property and nuisance or trespass. Legal costs and expenses. Clean up costs following sudden, identifiable, unintended and unexpected incident. 	<ul style="list-style-type: none"> The Excess Any amount exceeding £10,000,000 during any one period of insurance unless stated otherwise in the policy or the policy schedule. Any amount exceeding £1,000,000 during any one period of insurance in respect of clean up costs. Damage caused by crop sprays when the wind speed exceeds Force 4 on the Beaufort Scale. Asbestos Losses arising from genetically modified organisms or products. Transmissible diseases caused by human and/or animal blood products, bone, organs or stem cells, other than in food or drink for human or animal consumption Gradual pollution or contamination. Loss or damage to property in your custody or control.

Section 9A. Environmental Liabilities

Features and Benefits	Significant or Unusual Exclusions or Limitations
<p>Cover for up to the Limit of Indemnity for Claims resulting from a Pollution Condition or Natural Resource Damage in, on, at, under or emanating from your Premises arising in connection with agriculture, agricultural contracting or during transportation including:</p> <ul style="list-style-type: none"> • Own land clean-up costs • Other land clean up costs • Emergency costs • Environment Agency expenses/charges • Reinstatement of natural habitat costs • Legal technical defence costs • Pollution response costs extension 	<ul style="list-style-type: none"> • The Excess • Capital Improvement Costs • Communicable Diseases • Contractual Liability • Pollution Condition or Natural Resource Damage arising out of a deliberate act or omission, wilful misconduct or gross negligence on your part • Fines/Penalties • Genetically Modified Organisms • Prior Pollution Conditions and Natural Resource Damage Above Ground Storage Tanks, where not in compliance with applicable legislation, where containing fuels or hazardous chemicals, and more than 15,000 litres in capacity. • Underground Storage Tanks • Sheep Dips which have used, or are using Synthetic Pyrethroids, Cypermethrin and/or Organophosphates. • Slurry Lagoons where not designed, constructed, maintained and used in full compliance with applicable legislation. • Intensive farming under the Environmental Permitting Regulations 2016, as may be amended or re-enacted from time to time, or equivalent legislation in Scotland, Wales and Northern Ireland • Specified excluded activities including unregistered composting • Intentional Non Compliance • Lead based paint, lead pipes and asbestos in buildings, fixtures and structures • Material change of use • Pollution Condition or Natural Resource Damage after divestment of premises • Property damage for owned property • Employers Liability • Products Liability

Section 10. Money

Features and Benefits	Significant or Unusual Exclusions or Limitations
<ul style="list-style-type: none"> • Money not contained in a locked safe in the insured office premises outside business hours or the private dwelling house of the insured up to £1,000. • Money from an approved locked safe outside business hours up to £1,500. • Any other loss of money as declared in the schedule. • Option to include personal accident/assault extension. 	<ul style="list-style-type: none"> • The excess • Shortages due to clerical or accounting errors. • Loss of money from unattended vehicles.

Section 11. Milk in Tanks

Features and Benefits	Significant or Unusual Exclusions or Limitations
<ul style="list-style-type: none"> Loss of milk arising from faulty operation of a thermostat, refrigerant fumes, accidental failure of public supply or inability to collect milk. Option to include contamination of milk by antibiotics. 	<ul style="list-style-type: none"> The Excess. Any amount exceeding £2,000 in each period of insurance (or higher limit if endorsed on the schedule) Incorrect setting of thermostat. Losses when the refrigeration plant has not been tested by a qualified engineer within twelve months.

Section 12. Goods in Transit

Features and Benefits	Significant or Unusual Exclusions or Limitations
<ul style="list-style-type: none"> Farm property of the insured whilst being conveyed, loaded or unloaded. Own sheets, ropes, chains, toggles or packing materials. Personal effects of drivers. Debris removal. Transfer of property to another vehicle and carriage to destination, following a loss. Exhibitions 	<ul style="list-style-type: none"> The Excess. Theft from unattended vehicles unless vehicle securely locked. Livestock. Eggs and bottles unless the carrying vehicle overturns, catches fire or a theft occurs. Breakage of china glass or scientific instruments or property of a fragile nature at exhibitions

Section 13. Deterioration of Stock

Features and Benefits	Significant or Unusual Exclusions or Limitations
<ul style="list-style-type: none"> Deterioration of Stock in a freezer or cold room arising from temperature variation of refrigerant fumes. 	<ul style="list-style-type: none"> The Excess. Losses arising from damage at the premises by fire lightning explosion flood earthquake aircraft or other aerial devices or articles dropped there from. Deliberate restriction of public supply. Payment of the claim in full if the sum insured is not adequate. Losses when the refrigeration plant has not been tested by a qualified engineer within twelve months. Stock that is not stored in a freezer/chiller or cold room/store

Section 14. Farm All Risks

Features and Benefits	Significant or Unusual Exclusions or Limitations
<ul style="list-style-type: none"> Loss or damage caused by an accident or misfortune (not specifically excluded by this policy). 	<ul style="list-style-type: none"> The Excess. Payment in full if the sum insured represents less than 85% of the full reinstatement costs of the property. Loss or damage caused by any process of cleaning or repair. Theft from unattended vehicles unless certain conditions are met.

Section 15. Computer Equipment

Features and Benefits	Significant or Unusual Exclusions or Limitations
<ul style="list-style-type: none"> cover to computer equipment. Mechanical or electrical breakdown or derangement. Business interruption arising from loss of computer equipment. Re-producing computer systems records. 	<ul style="list-style-type: none"> The Excess. Payment in full if the cost of reinstatement exceeds the sum insured. Any losses arising from transmission or impact of any virus, unauthorised access to a system or failure of a system. Failure of an external network

Section 16. Hail

Features and Benefits	Significant or Unusual Exclusions or Limitations
<ul style="list-style-type: none"> Damage caused by hail to crops described in the policy schedule 	<ul style="list-style-type: none"> The Excess Any claims submitted to AIUA more than 72 hours after sustaining damage by hail. Autumn sown vegetables. Straw. Losses during the first seven days from inception of cover if cover is incepted between 1st June and 31st October inclusive.

Section 17. Personal Accident and Sickness

Features and Benefits	Significant or Unusual Exclusions or Limitations
<p>Part A – Personal Accident and Sickness</p> <p>The policy provides compensation for accidental injury that within 24 months results in:</p> <ul style="list-style-type: none"> Death Permanent Total Disablement Loss of Hand or Foot Loss of Sight Loss of Speech Loss of Hearing Insanity Paralysis Loss of Finger, Toe, Thumb Loss of Shoulder, Elbow, Hip, Knee, Ankle, Wrist 	<p>The policy as a whole does not provide cover for injury which arises from:</p> <ul style="list-style-type: none"> A change of occupation unless we have agreed to provide cover Any pre-existing medical or physical defect or condition Any gradually operating cause mental or nervous disorder Taking part in military, naval or air operations. Illegal drugs or prescription medication taken without a prescription from a doctor or dentist Suicide Any naturally occurring condition or degenerative or process Psychological or psychiatric condition not resulting from bodily injury following an accident Participation in the following hazardous activities unless we have agreed to provide cover: <ul style="list-style-type: none"> football/rugby aqualung diving boxing/wrestling/martial arts/judo/karate competitive cycling equestrian activities flying, including ballooning other than as a passenger in a multi-engined scheduled passenger aeroplane ice hockey/hockey/lacrosse/hurling/camogie/shinty mountaineering at altitude/abseiling/cliff or rock climbing any parachuting or parasailing or parascending or paragliding pot-holing/caving speed boating or power boating in a vessel that can reach speeds of more than 20 knots yachting or sailing rafting/canoeing or kayaking waterskiing winter sports
<p>Temporary Total Disablement</p> <p>Temporary Partial Disablement</p>	<ul style="list-style-type: none"> The deferment period. Temporary Total and Partial Disablement benefits are not available to people under 18 (23 if in full time education) or over 75 years or not in gainful employment. Temporary Total and Partial Disablement benefit of more than 100% of Gross Weekly wage or the actual amount necessarily incurred for replacement labour or temporary partial disablement benefit of more than 40% of Gross Weekly Wage.
HOSPITALISATION BENEFIT	£50 a day – subject to a maximum of 180 days.

Sickness Extension	
<p>Sickness cover is only available with Personal Accident cover and provides compensation for illness or disease that results in:</p> <ul style="list-style-type: none"> • Loss of Sight • Paralysis Resulting in Permanent Total Disablement • Temporary Total Disablement 	<ul style="list-style-type: none"> • The deferment period. • Sickness cover is not available for people over 65 years or not in gainful employment. • The policy excludes Sickness claims within the first 14 days of inception of the Insurance.
<p>Part B Agricultural Workers Ill-Health Absence Benefits</p> <ul style="list-style-type: none"> • Reimbursement of wages paid while an employee is absent from work, based on the higher of the National Living or Minimum wage or the Agricultural Minimum wage or payment under the appropriate Agricultural Wages Board order 	<ul style="list-style-type: none"> • Payment to anyone who hasn't continuously worked for you for at least 26 weeks prior to the sickness or injury • The first 3 days of any absence

Section 18. Legal Expenses

The most that we will pay any one claim	Criminal defence: Interview under caution - £2,500 Tax protection: Current tax year enquiry - £1,000 Court attendance costs - £1,000 Agricultural tenancy rent review disputes - £5,000 All other Sections of cover - £50,000
The most that we will pay for all claims in the period of insurance	£1,000,000
Territorial limits	The United Kingdom of Great Britain and Northern Ireland
Excess (any one claim)	<p>Part A – Commercial Legal Expenses</p> <ol style="list-style-type: none"> Excess for our choice of representative Tax protection (Aspect enquiry) - £1,000 Contract disputes - £500 All other Sections of Cover - £0 Excess if you are able to choose your own representative (see wording for details) Employment Disputes £1,000 Employment Compensation Awards £1,000 Property and landlord and tenant disputes - £1,000 Criminal defence - £1,000 Regulatory compliance - £1,000 Transport disputes - £1,000 Employee extra protection - £1,000 Agricultural tenancy rent review disputes - £1,000 Basic payment scheme protection - £1,000 Public rights of way - £1,000 Contract disputes - £1,000 All other Sections of Cover – Not applicable <p>Part B – Family Legal Expenses</p> <ol style="list-style-type: none"> Excess for our choice of representative Consumer disputes - £250 All other Sections of Cover - £0 Excess if you are able to choose your own representative (see wording for details) Criminal defence - £1,000 Personal injury - £1,000 Consumer disputes - £1,000 Motor rights - £1,000 Property disputes - £1,000 All other Sections of Cover – Not applicable

Minimum sum in dispute	Section of cover: Part A Commercial Legal Expenses - Transport Disputes - £250 Part A Commercial Legal Expenses - Contract disputes - £1,000 Part B Family Legal Expenses - Consumer disputes - £500
Reasonable prospects of success	Your case must have at least a 51% chance of success, unless your claim is made under one of the following sections: <ul style="list-style-type: none"> - Employment disputes - ACAS Early Conciliation - Employment disputes - Employment Tribunals response (ET3) - Employment disputes - Pre-hearing review/Employment status disputes - Criminal defence - Interview under caution - Court attendance costs <p>If there is 50% or less chance of the above we will not provide cover</p>

The sections of cover you benefit from are as stated in your policy schedule	
Part A – Commercial Legal Expenses	
Policy benefits/sections of cover	Significant exclusions/limitations
Employment disputes Cover for costs of representation in defence of an employment dispute at a/an:	
ACAS Early Conciliation To take part in the process	
Employment Tribunal response (ET3) To enter a response to a claim (ET1)	
Pre-hearing review/employment status disputes To decide the employment status of a worker alleging to be an employee	
Employment Tribunal hearing Preparation for the hearing or negotiating settlement	Employment Tribunal hearing / County or High Court proceedings only We will not cover you if you have not followed either: <ul style="list-style-type: none"> • The advice of the Markel advice line at the following times: <ol style="list-style-type: none"> 1. Before suspending, disciplining, dismissing, starting a retirement or redundancy process or making or proposing to make changes to the terms of an employee's contract of employment which may be unfavourable to the employee 2. When notified of a grievance, a complaint of discrimination (such as sex, race, religion etc) or an appeal from an employee against action you have taken against them 3. When an employee resigns or walks out after expressing verbal or written dissatisfaction or <ul style="list-style-type: none"> • The ACAS code of practice on disciplinary and grievance procedures where applicable
County or High Court proceedings Representation or negotiating a settlement	
Employment compensation awards Cover for basic and compensatory awards provided to you, currently have a claim accepted under Section of cover:	All of Employment compensation awards We will not cover you if the Employment Tribunal ordered you to reinstate an employee and you failed to do so
Employment Tribunal hearing:	
Awards of compensation Compensation you are ordered to pay by a Tribunal	
Settlement of a dispute Compensation agreed by us in settlement of a dispute	
Tribunal fees Tribunal fees you are ordered to pay by the Tribunal or Tribunal fees as agreed in a settlement	
Property and landlord and tenant disputes	
We will cover costs to obtain damages or other legal remedy for:	We will not cover you for disputes:
Property disputes <ul style="list-style-type: none"> • Trespass on your property • Nuisance affecting your property • The defence of another's claimed right of way over your property • Your use of a right you have over another's property as recorded in your title documents • Pursuing another for physical damage to your property 	Property disputes <ul style="list-style-type: none"> • Over a contract other than title documents • Where rights have arisen through your use or occupation over a length of time

Disputes with your landlord <ul style="list-style-type: none"> Your landlord's failure to maintain or repair your property as required by your lease or tenancy An allegation by your landlord that you failed to maintain or repair property as required by your lease or tenancy The defence of a demand for dilapidations at the expiry of your lease or tenancy The defence of an attempt by your landlord to end your lease or tenancy early and remove you from your property 	Disputes with your landlord Arising out of your failure or alleged failure to pay any money to your landlord, unless payment was withheld due to your landlord's failure to maintain or repair your property
Disputes with your tenant <ul style="list-style-type: none"> Your tenant's failure to maintain or repair your property as required by your lease or tenancy An allegation by your tenant that you failed to maintain or repair property as required by your lease or tenancy Pursuing your tenant for disputed dilapidations at the expiry of your lease or tenancy 	Disputes with your tenant Over dilapidations unless you have served a notice of dilapidations to your tenant and you have an independent expert valuation of the dilapidations
Eviction The eviction of your tenant, employee/ex-employee following the expiry of the tenancy or licence granted for the use of property	Eviction Where you have not issued enforceable statutory or contractual notices which require tenant or licensee to leave the property
	All of Property and landlord and tenant disputes <ul style="list-style-type: none"> Over a contract unless it is a tenancy, licence or leasehold agreement Where you will not suffer a financial loss or a reduction in property value Where you have not made a claim under a more suitable insurance policy Over planning or building decisions or compulsory purchase orders or works under the order of any government authority Over the negotiation, review or renewal of a tenancy or leasehold agreement or purchase of property Caused by seepage, pollution or contamination of any kind
Criminal defence We will cover costs for your:	We will not cover claims:
Interview under caution Representation (including written submissions) at an interview under caution	Interview under caution Where you are required by the Police to immediately attend an interview under caution at a Police station
Prosecution defence Defence of a criminal prosecution once you receive a summons accusing you of a criminal offence	Prosecution defence <ul style="list-style-type: none"> Involving a motoring offence, an assault or a sexual offence, fraud, dishonesty, criminal damage or tax proceedings For your employee, director or a partner of your business if charged under the corporate manslaughter or corporate homicide act 2007 Caused by seepage, pollution or contamination of any kind
Motor offences <ul style="list-style-type: none"> Defence of a criminal prosecution where the conviction would result in the loss of a driving licence required by your director or a business partner to carry out essential business activities Defence of a criminal prosecution for tachograph or weight offences 	Motor offences If there is an allegation of driving under the influence of drugs, alcohol or the use of handheld electronic equipment

Tax protection Cover for costs in representing you before HMRC in respect of a/an:	All of Tax protection We will not cover enquiries where: <ul style="list-style-type: none"> • There is not a reasonable prospect of reducing the liabilities alleged by HMRC • You have missed a tax deadline or wholly provisional figures are used • There is an allegation of fraud, tax avoidance or the defence of a criminal prosecution • National minimum wage or living wage are alleged not to have been paid
Aspect enquiry HMRC formal notice to carry out an aspect enquiry into part(s) of your income or tax return	
Full enquiry HMRC formal notice to examine all your financial records of income and corporation tax	
National Insurance and PAYE disputes HMRC dissatisfaction with P11Ds or P9Ds or PAYE or NIC affairs after employer compliance visit	
Current tax year enquiry Schedule 36 inspection of business records, assets and premises	
VAT disputes Alleged failure to pay VAT	
Regulatory compliance We will cover you for costs for an:	
Enforcement notices Appeal against an improvement or prohibition notice issued by the Health and Safety Executive or the Food Standards Agency	
Transport disputes We will pay costs to:	We will not cover claims:
Transport operators licence disputes <ul style="list-style-type: none"> • Represent you at a public inquiry held before the Traffic Commissioner, which could lead to the suspension, revocation, imposed alteration of or refusal to renew your vehicle operator's licence • Appeal a decision of the Traffic Commissioner's at the Upper Tier Tribunal provided that we covered the initial inquiry under Section of cover: Transport Operators Licence disputes and cover was not withdrawn 	Transport operators licence disputes <ul style="list-style-type: none"> • Where there has been any non-compliance with previous decisions made by the Traffic Commissioner • To represent an individual with regards to potential disqualification from either holding or being involved with operators licences • For a driver conduct hearing about the holding of a vocational driver's licence • Regarding a variation application made by you • For an alteration or refusal to renew a vehicle operator's licence which is imposed by an Act of Parliament or national or local government regulation or order • To comply with a notice or order
Court attendance costs We agree to pay:	We will not cover you for:
Jury service The amount of money you pay your employee, director or partner each day they attend jury service at a court, less any recovery from the court	
Witness attendance allowance The cost of your employees attending court as witnesses on your behalf provided that at the time of a claim under this section you have an accepted claim for this court appearance under this policy	Witness attendance allowance <ul style="list-style-type: none"> • Expert witnesses • Salaries or wages • Costs which could be claimed from a prosecuting authority
Employee extra protection We agree to pay costs:	We will not cover claims:
Discrimination defence To defend your employee/directors/partners against an allegation of discrimination arising from conduct in carrying out your business activity	Discrimination defence Disputes with employees, applicants to become an employee or ex-employees

Agricultural tenancy rent review disputes We agree to pay costs for representation at arbitration proceedings, Agricultural Land Tribunal proceedings or Scottish Land court proceedings in a dispute over the rental amount of a tenancy agreement	
Basic Payment Scheme Protection We agree to pay costs in an appeal with the Rural Payments Agency over monies due under the Basic Payment Scheme	
Public Rights of Way We agree to pay costs to oppose a right of way under the Wildlife and Countryside Act	
Contract disputes We agree to pay costs in a dispute over:	We will not provide cover for:
Contracts for goods and services A contract for the sale, hire or supply of goods and services provided that the contract was entered into after the start of the policy or the start of an equivalent policy providing cover to the same effect as your policy with no break in cover	Contracts for goods and services <ul style="list-style-type: none"> • Over construction contracts • Disputes below the minimum sum in dispute specified in the policy schedule/indication • Over undisputed debts unless the debt is at least 90 days overdue and You have requested full payment in writing at least 3 times in 3 consecutive calendar months since the first due date • Guarantees or warranties • Contracts you enter into through an agent or which you have taken over from someone else by assignment • Franchise contracts • Disputes over hire purchase, credit agreements insurance, financial securities or grants • Contracts of employment • Any tenancy agreement, lease or licence to use land or buildings or the sale of land or buildings

Part B – Family Legal Expenses	
Criminal defence We agree to pay costs:	We will not cover claims in disputes:
Interview under caution Representation (including written submissions) at an interview under caution by the Police or a prosecuting authority	Interview under caution Where you are required by the Police to immediately attend an interview under caution at a Police Station
Prosecution defence Defence of a criminal prosecution once you receive a summons accusing you of a criminal offence	Prosecution defence <ul style="list-style-type: none"> Where you are alleged to have committed: <ul style="list-style-type: none"> a motoring offence an assault or sexual offence fraud, dishonesty or criminal damage Where there are criminal proceedings arising from or related to tax For your employee, director or a partner of your business if you are charged under the corporate manslaughter or Corporate Homicide Act 2007 Where there is an allegation you are responsible for damage or loss caused by seepage, pollution or contamination of any kind
Motor offences Defence of a criminal prosecution where the conviction would result in the loss of your driving licence	Motor offences <ul style="list-style-type: none"> There is an allegation of driving under the influence of drugs/alcohol or the use of handheld electronic equipment Concerning failure to insure a motor vehicle as required by law
Personal injury We agree to pay costs for you to pursue a claim for damages for physical bodily injury suffered by you which was caused by an actual or alleged act or omission of another party	We will not cover claims: <ul style="list-style-type: none"> Where the legal case is or may be against you Injuries suffered on your property
Court attendance costs We agree to pay:	We will not cover claims for:
Jury service The amount of money per day you lose each day you attend jury service at a Court, less any recovery from the Court	
Witness attendance allowance The cost of you attending court as witnesses on at the request of your representative provided that at the time of a claim under this section of cover you have an accepted claim for this court appearance under this policy	Witness attendance allowance <ul style="list-style-type: none"> Expert witnesses Salaries or wages Costs which could be claimed from a prosecuting authority
Consumer disputes We agree to pay costs in a dispute over:	We will not provide cover for:
A contract for the sale, hire or supply of goods and services	Consumer contracts for goods and services <ul style="list-style-type: none"> Over construction contracts Disputes below the minimum sum in dispute specified in the policy schedule/indication Over undisputed debts unless the debt is at least 90 days overdue and You have requested full payment in writing at least 3 times in 3 consecutive calendar months since the first due date Guarantees or warranties Contracts you enter into through an agent or which you have taken over from someone else by assignment Franchise contracts Disputes over hire purchase, credit agreements, insurance, financial securities and/or grants Contracts of employment Any tenancy agreement, lease or licence to use land or buildings

Motor rights We agree to pay costs for you to pursue your legal rights to obtain a remedy or recover damages from another party following a road accident	
Property and landlord and tenant disputes We will cover costs to obtain damages or other legal remedy for:	We will not cover you for disputes:
Property disputes <ul style="list-style-type: none"> • Trespass on your property • Nuisance affecting your property • The defence of another's claimed right of way over your property • Your use of a right you have over another's property as recorded in your title documents • Pursuing another for physical damage to your property 	Property disputes <ul style="list-style-type: none"> • Over a contract other than title documents • Where another party's argument is that they own some or all of your property • Where rights have arisen through your use or occupation over a length of time • Over a contract unless it is a tenancy, licence or leasehold agreement • Where you will not suffer a financial loss or a reduction in property value • Where you have not made a claim under a more suitable insurance policy • Over planning or building decisions or compulsory purchase orders or works under the order of any government authority • Over the negotiation, review or renewal of a tenancy or leasehold agreement or purchase of property • Caused by seepage, pollution or contamination of any kind
	What is not covered by this policy? <ul style="list-style-type: none"> • Any claims where you do not have reasonable prospects of success in your case • Any costs incurred before we have consented to those costs being incurred • Pre-existing circumstances • Coronavirus

Advice

You will have free access to legal, tax and stress counselling telephone advice services by calling the Abbey Advice Line .

You will also be able to register for the Markel Law Hub, an online resource of expert legal and business guides, templates and content, provided by Markel Law LLP.

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