

geo/AGRICULTURE

COUNTRYSIDE LIABILITY

POLICY SUMMARY



Policy Summary

Countryside Liability

This policy provides cover in respect Employer's Liability, Public & Products Liability and Contractors all Risks. This summary does not describe all the terms and conditions of your cover and you should take time to read the policy document to understand the cover it provides. Please refer to your policy schedule for details of which sections are in force and for any terms specifically applied to your policy over and above our standard terms and conditions.

Full details, including definitions, terms and conditions can be found in the policy document which is available on request.

This policy is insured by AXA Insurance UK plc.

Registered in England no 78950. Registered office: 5 Old Broad Street, London, EC2N 1AD.

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The Countryside Liability Insurance policy is an annual contract, which may be renewed each year subject to your needs and our terms & conditions. The policy is valid for 12 months from the date of commencement or as otherwise shown on your policy schedule.

When and how to 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.

Cancellation

You may cancel the policy within 14 days either from the day of purchase of the contract or the day on which you receive your documentation, whichever is the later.

What are your obligations?

- You must take all reasonable precautions to avoid incurring liability
- Pay any premiums owed for the time you have been covered
- 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 to make a claim

To notify a claim please contact your insurance adviser immediately.

You must notify any claim or incident which may give rise to a claim as soon as is practical.

You must, immediately on receipt, send us every letter, court order, summons or other legal document served upon you. You must also immediately tell us about any prosecutions, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any claim or potential claim.

What are your obligations in the event of a claim?

- You must, as soon as is practical, tell us about any event or circumstance that might lead to a claim under your policy
- You must take or allow others to take practical steps to prevent further injury, loss or damage, recover lost property and otherwise minimise the claim
- You should provide us, at your expense, with any information that we reasonably request
- You may not accept, negotiate, pay, settle, admit or repudiate any claim without our written consent
- You must immediately after receipt, and without answering it, send us every letter, court order, summons or other legal document served upon you

- You must immediately tell us about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under this policy
- Where possible you must allow us or anyone acting for us access to the location where the potential claim occurred.

Complaints

Should there ever be an occasion where you need to complain, we will deal with this as quickly and fairly as possible. If your complaint is about the way this policy was sold to you, please contact your agent to report your complaint. If you have a complaint regarding your claim, please telephone us on the number shown in your claims documentation.

Our objective is to provide a high standard of service to you at all times. However, we recognise that things can sometimes go wrong. When this occurs, we are committed to resolving matters promptly.

If you wish to make a complaint about our service, you can contact us in one of the following ways:

- By telephoning 0344 346 0251 between 09.00 and 17.00 Monday to Friday (excluding bank holidays).
- In writing to Complaints department, Geo Agriculture, The Hamlet, Hornbeam Park, Harrogate HG2 8RE.
- By e-mail to agrieb@geoagriculture.com indicating "Complaint" in the subject field.

Please quote your policy number or the reference we have given you.

We will try to resolve your complaint by the end of the next working day. If we are unable to do this, we will write to you within five working days to either:

- tell you what we have done to resolve the problem; or
- acknowledge your complaint and let you know when you can expect a full response.

We will also let you know who is dealing with the matter.

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 will always aim to resolve your complaint within four weeks of receipt. If we are unable to do this we will give you the reasons for the delay and indicate when we will be able to provide a full response. If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service if:

- you have an annual turnover of less than EUR 2 million and fewer than 10 employees and,
- if for any reason you are still dissatisfied with our full response, or
- if we have not issued our final response within eight weeks from you first raising the complaint.

You can contact the Financial Ombudsman Service at the address below, however they will only consider your complaint once you have tried to resolve it with us.

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 rights to take legal proceedings.

Summary of Cover

The following provides a summary of the cover, its benefits and any significant exclusions.

Employers Liability

The Employers' Liability section provides protection against your legal liability for damages and legal costs arising from:

- injury to any person employed, caused during the period of insurance, and arising out of, and in the course of, employment in the business insured by this policy.

Standard Covers:

- Bodily injury to any employee caused during the period of insurance. Bodily Injury is defined as: 'death bodily injury, illness or disease'.
- The costs of defending a claim against you and the costs of a successful claimant.
- Cover included employees temporarily working overseas.
- Limit of Indemnity: £10,000,000 for any one event (restricted to £5,000,000 in respect of terrorism).
- Indemnity does not apply for:
- nuclear risks, where liability is that of any principal or accepted under contract.
- Injury for which you are required to arrange motor insurance in accordance with road traffic legislation within the European Union.
- Offshore risks.

Public Liability

The Public & Products Liability section provides cover for your legal liability for damages and legal costs arising, out of:

- injury to any person, excluding employees.
- accidental loss or damage to third party property.
- nuisance and trespass (excluding deliberate acts).

Standard Covers:

- Public Liability: Accidental injury to members of the public, or accidental damage to their property, either from your activities or from products that you have supplied.
- Contingent motor liability.
- The minimum Limit of Indemnity provided, excluding environmental clean up costs, will usually be £2,000,000 for any one event. Higher limits can often be provided on request. The Limit of Indemnity for clean up costs is £500,000.
- The costs of defending a claim against you and the costs of a successful claimant.
- Indemnity does not apply for:
- risks that require more specific insurance e.g. Motor, Marine etc.
- arising in connection with advice, design or specification provided for a fee.
- for injury to employees.
- loss of, or damage to, property in your custody or control.
- deliberate acts
- pollution, unless sudden and accidental.
- contractual liability where we cannot take over defence and settlement of the claim
- fines and penalties.
- defective products or work and the repair, replacement or recall of such products or work.
- electronic risks.
- asbestos or the fear of contracting asbestos related diseases.
- asbestos clean up costs.
- employment disputes
- work offshore
- work airside

Specific conditions that apply:

- Hot work precautions
- Legionella precautions
- Plant hire condition
- Sub-contractors condition
- Underground services

Contract Works:

Cover is provided in respect of Damage to property as follows: -

- Temporary or permanent works completed or to be completed
- as part of a contract, including materials for incorporation.
- Hired in Plant and Temporary Buildings.
- Employees' Tools
- Continuing hiring charges where Hired in plant is covered.

Standard Covers:

- Temporary Buildings - £25,000.00
- Temporary Works - £25,000.00
- Own and Hired in plant used for the Contract Works up to - £25,000.00
- Employees Tools - £1,000.00
- Redrawing of plans following an insured loss - £25,000.00

Specific conditions that apply:

- The premium for this cover is adjustable dependent upon any changes to estimates supplied
- If the Sums Insured, you request are not adequate this may jeopardise your claim or cover
- Computer or data processing equipment – operator error, virus or hacking
- Terrorism Exclusion
- All plant and temporary buildings must be at the Insureds premises or in a securely locked compound or store when not on site

Specific exclusions that apply:

- Motor vehicles where motor insurance is legally required
- Damage to vehicles/ plant caused by its own breakdown or explosion
- Work in, under, over, adjoining water – rivers, lakes, reservoirs, dams, tidal waters, cofferdams, caissons
- Work on bridges, viaducts, subways, tunnels, motorways, dams, nuclear installations or where excavations will exceed 5 metres
- Loss because of defective design, material or workmanship
- Normal maintenance or wear and tear
- Loss or damage after a Certificate of Completion has been issued
- Penalties under Contract
- Plant losses caused by wilful act or neglect
- Territorial Limits
- Disease Exclusion excluding claims directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease.

Other terms, conditions or exclusions may be applied individually, and details of these will be shown on your schedule.



agrieb@geoagriculture.com

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

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