

Smallholder Protect



March 2016



Greenlands Smallholder Policy Information?

Why choose Greenlands Smallholder Protect Insurance policy?

Our Smallholder insurance policy allows you to select the specific covers that you require to protect your smallholding (some covers are not available in isolation; for further information or details please consult your insurance adviser).

We offer cover for

- Property Damage
- Livestock
- Employers liability
- Public and product liability
- Environmental impairment liability
- Legal protection
- Home

About this document

This document provides details of the key features of the cover and any significant exclusions and conditions. It does not contain the full terms and conditions of your insurance. You can find the full terms and conditions of the product in the policy document. This information is provided to you for information purposes only and does not form part of your insurance contract. A copy of the full policy wording is available on request.

Smallholders policy information

Only applicable if shown as operative in the schedule

Section 1: Property damage to commercial buildings, contents and deadstock

Cover offered	Standard/Optional	Limit
Damage by fire, lightning, explosion, aircraft, earthquake, subterranean fire, spontaneous fermentation, riot, civil commotion, malicious persons, storm, flood, escape of water or oil, impact, theft/ attempted theft	Standard	Sum insured
Accidental damage	Optional depending upon the specific item/building for which this cover is required	Sum insured
Accidental damage to pipes, cables and drains	Optional for buildings	Sum insured
Subsidence, landslip and ground heave	Optional for buildings depending upon the construction and use of the building	Sum insured
Debris removal costs, architects' and surveyors' fees, legal and consulting engineers fees and allowance for costs of complying with European Community and public authority requirements	Standard	Sum insured
Loss of metered water	Standard	£2500 any one loss
The cost of replacing locks following damage by theft	Standard	£1000 any one claim
The cost of repairing/replacing glass following damage by theft or attempted theft	Standard	Sum insured
Theft of, or damage caused by an insured peril to, Personal Effects of directors, partners or employees	Standard	£500 per person
Drains clearance cover – the cost of clearing, cleaning or repairing drains, gutters or sewers following damage	Standard	£1000 any one claim and £5000 in any one period of insurance
Trace and access – the cost of locating and making good the damage from escape of water or oil, and damage to cables and underground pipes	Standard	£5000 any one building in any one period of insurance
The cost of extinguishing or attempting to extinguish a fire including the cost of refilling fire extinguishers	Standard	£5000 any one claim
Fly tipping – the cost of clearing or removing property illegally deposited in or around the premises	Standard where buildings are insured	£1000 any one claim and £5000 in any one period of insurance
Cattle passports	Standard	£500 any one claim

Significant exclusions and limitations

The meaning of flood is defined in the policy and includes inundation by rainwater or rainwater-induced runoff

An unoccupied building is defined as any building that is no longer used for the purposes of the business or is untenanted or is awaiting refurbishment, redevelopment, renovation or demolition. You must tell us as soon as you become aware of any building becoming unoccupied. Cover will be restricted for all unoccupied buildings and you will be required to take specific precautions in order to ensure that the property is secure and water-tight

Damage by storm or flood to movable property in the open, fences, hedges, gates, growing crops or fruit

Damage by the theft peril to growing crops or fruit on trees

Damage to any electrical plant or apparatus caused by its own overrunning, short-circuiting or self-heating

Unless otherwise agreed by us, damage to vehicles licensed for road use, caravans, structures in the course of construction, piers, jetties or bridges

Damage arising from the use of the premises by you (or the permitting of others by you) for illegal purposes

Damage to a stack of hay or straw, and any resultant loss or damage to your property, where the stack is situated less than 20 metres from any other stack. The maximum that we will pay for any one stack is £10,000

Smallholders policy information *continued*

Only applicable if shown as operative in the schedule

Section 2: Livestock

Cover offered	Standard/Optional	Limit
Damage by fire, lightning, explosion, aircraft, earthquake, subterranean fire, spontaneous fermentation, electrocution, impact, theft/attempted theft, mysterious disappearance	Standard	£2000 any one working dog, £5000 any one horse at livery or £10,000 any other animal
Fatal injury to livestock in transit	Optional	£2000 any one working dog, £5000 any one horse at livery or £10,000 any other animal
Fatal injury to livestock whilst straying	Optional	£2000 any one working dog, £5000 any one horse at livery or £10,000 any other animal
Worrying of sheep, cattle, pigs and horses by dogs (not your own dogs), foxes or vermin	Optional	£2000 any one working dog, £5000 any one horse at livery or £10,000 any other animal
Carcass removal fees necessarily incurred following an insured event	Standard	£250 any one animal
Veterinary fees following damage by an insured peril. This does not include the cost of preparing a claim	Standard	£500 any one animal

Significant exclusions and limitations

Damage by storm or flood unless livestock are situated within an enclosed building

The insured peril of mysterious disappearance excludes livestock kept on common or unfenced land

Worrying of livestock by your own dog(s)

Fatal injury to livestock on your own premises (unless we have agreed otherwise)

The fatal injury peril excludes damage to any horse occurring during and whilst preparing for racing, hunting, show jumping, gymkhanas or other competitive events

Damage to livestock being transported for transit on a hire and reward basis

Loss resulting from the unauthorised slaughter of any animals unless satisfying the criteria for human destruction

Smallholders policy information *continued*

Only applicable if shown as operative in the schedule

Section 3: Employers Liability

Cover offered	Standard/Optional	Limit
Employers liability	Standard	£10 million any one event
Principals liability cover	Standard	£10 million any one event
Manslaughter costs cover	Standard	£1 million in any one period of insurance
Safety legislation costs cover	Standard	£2 million in any one period of insurance
Terrorism Act cover	Standard	£5 million in any one period of insurance

Significant exclusions and limitations

Bodily injury to an employed person in circumstances where it is necessary to arrange compulsory motor insurance or security, under any road traffic legislation

Fines, penalties or awards of compensation imposed by a criminal court

Costs and expenses covered by any Legal Expenses insurance

Claims for bodily injury to any employed persons while offshore

Section 4: Public and Product Liability

Cover offered	Standard/Optional	Limit
Public Liability	Standard	Option of £1 million, £2 million or £5 million any one event
Product Liability	Standard	Option of £1 million, £2 million or £5 million in any one period of insurance
Environmental cleanup cover	Standard	£500,000 in any one period of insurance
Principals liability cover	Standard	Limit matches the indemnity limit opted for i.e. £1 million, £2 million, or £5 million. The limit relates to any one insured event
Contingent motor liabilities cover	Standard	Limit matches the indemnity limit opted for i.e. £1 million, £2 million, or £5 million. The limit relates to any one insured event
Property in your care cover	Standard	Limit matches the indemnity limit opted for i.e. £1 million, £2 million, or £5 million. The limit relates to any one insured event
Manslaughter costs cover	Standard	£1 million in any one period of insurance
Protection of livestock cover	Standard	Limit matches the indemnity limit opted for i.e. £1 million, £2 million, or £5 million. The limit relates to any one insured event
Safety legislation costs cover	Standard	£2 million in any one period of insurance
Data protection cover	Standard	£250,000 in any one period of insurance

Significant exclusions and limitations

Liability arising from the ownership, possession or use of any aircraft or of watercraft exceeding 8 metres in length

Liability arising from any services in or on aircraft, airport or airfield runways and other areas to which aircraft ordinarily have access

Liability caused by or arising from:

- 1 Inhalation or ingestion of asbestos
 - 2 Exposure to or fear of the consequences of exposure to asbestos
 - 3 The presence of asbestos in any property or on land
 - 4 Investigating, managing, removing, controlling or remediation of asbestos
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Contractual liability in connection with products

Liability for cleanup costs in circumstances where you have knowingly deviated from any regulatory notice order or protection ruling, or omitted to inspect, maintain or perform necessary repairs to plant or machinery

Liability for cleanup costs caused by or arising from an escape of pollutants into the atmosphere or onto land or water, or any claim for cleanup costs where indemnity is provided under Section 6: Environmental Liability (or would be provided but for a breach of the terms of cover)

Injury to any employee arising out of and in the course of their employment

Groundworks where the depth of excavation exceeds 3 metres or any tunnelling, quarrying, water diversion, dam construction or work within or behind dams

Breach of professional duty in relation to advice, testing, design etc undertaken for a fee

North America – liability arising from any product exported either directly or indirectly, services carried out, or pollution arising

Liability arising from activities which constitute the operation of a riding establishment as defined in the Riding Establishment Acts or any subsequent legislation

Liability arising in circumstances where compulsory insurance or security is required by road traffic legislation

Smallholders policy information

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Section 5: Environmental liabilities

Cover offered	Standard/Optional	Limit
Liability for loss, cleanup costs and emergency costs resulting from a pollution condition	Standard	£1 million in total for all claims made under this section in any one policy year
Liability for loss, cleanup costs and emergency costs resulting from natural resource damage	Standard	£1 million in total for all claims made under this section in any one policy year
Pollution response costs connected with any cleanup costs or emergency costs	Standard	£1 million in total for all claims made under this section in any one policy year
Environmental legal expenses connected with any loss, cleanup costs and emergency costs resulting from a pollution condition or natural resource damage	Standard	£1 million in total for all claims made under this section in any one policy year

Significant exclusions and limitations

The pollution condition or natural resource damage must have commenced on or after the retroactive date as shown in your policy schedule

The claim must have been first made against you during the period of insurance

Claims must be notified in writing during the period of insurance or within 30 days of the expiry date of this section of the policy

Fines or penalties arising out of criminal, civil or administrative fines, penalties, exemplary or aggravated damages

Any pollution condition or natural resource damage resulting from or related to any genetically modified organism

Liability resulting from or related to the presence of lead-based paint, lead pipes and/or asbestos in buildings, fixtures and structures

Liability arising from any sheep dipping which has used, or is using, Synthetic Pyrethroids, Cypermethrin and/or Organophosphates

Liability arising from the existence of any underground storage tank, unless the tank is

- 1 an in-ground treatment process tank open to the atmosphere
 - 2 a flow-through process tank, storm water or waste water collection system, pit or septic tank
 - 3 a storage tank situated in an underground area e.g. basement, cellar, if the tank is situated upon or above the surface of the floor
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Liability resulting from or related to any above ground storage tank which is

- 1 not in compliance with any and all applicable legislation
 - 2 was constructed prior to 1991
 - 3 contains any fuels, oils, pesticides or herbicides where capacity is in excess of 15,000 litres
 - 4 contains any fuels, oils, pesticides or herbicides not within secondary containment, not in compliance with any and all applicable legislation and/or was constructed prior to 1991
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In circumstances where indemnity is provided (or would be provided but for breach of the terms of cover) under Section 5 of this policy

Smallholders policy information

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Section 6: Legal protection

Cover offered	Standard/Optional	Limit
Legal protection including cover for:- Contract disputes Employment disputes Criminal prosecution Property disputes Data protection Tax protection VAT disputes Statutory licence Personal injury Jury service allowance	Standard	£50,000 per claim and £500,000 in any one period of insurance

Significant exclusions and limitations

Before any legal expenses are incurred you must consult the Legal Advice Helpline to ensure that the expenses will be sanctioned.

Smallholders policy information

Only applicable if shown as operative in the schedule

Section 7: Home

Cover offered	Standard/Optional	Limit
Damage by fire, lightning, explosion, earthquake, subterranean fire, riot, civil commotion, malicious persons, storm, flood, escape of water or oil, subsidence, landslip and ground heave, impact and theft/attempted theft	Standard	Sum insured
Accidental damage	Optional	Sum insured
Debris removal costs, architects' and surveyors' legal fees and allowance for costs of complying with public authority requirements	Standard	Sum insured
Alternative accommodation for you and your cats and/or dogs	Standard	20% of Sum insured
Accidental breakage of fixed glass	Standard	Sum insured
Accidental damage to underground pipes, drains and cables	Standard	Sum insured
Loss of metered water	Standard	£5000 any one period of insurance
The cost of replacing locks following damage by theft or accidental loss	Standard	£1000 any one claim
Cover for tracing and making good leaking underground pipes, drains and cables	Standard	£5000 any one period of insurance only if Part A (Buildings) is covered
Accidental damage to televisions, video recorders, audio equipment and personal computers	Standard	Sum insured for Part B (Contents)
Valuables/high value items	Standard	A third of the sum insured for Part B (Contents). Maximum sum insured per item is restricted to 5% of sum insured under Part B (Contents)
Damage to freezer contents	Standard	Sum insured for Part B (Contents)
Loss of personal money	Standard	£1000 any one claim only if Part B (Contents) is covered
Unauthorised use of credit cards following loss or theft	Standard	£2000 any one claim only if Part B (Contents) is covered

Smallholders policy information

Section 7: Home *continued*

Cover offered	Standard/Optional	Limit
Damage to personal effects anywhere in the world for up to 60 days any one period of insurance	Standard	Sum insured for Part C (Personal Possessions). Maximum for any one unspecified item is £2500
Student personal effects away from the home	Standard	£500
Public liability insurance as property owner of the home	Standard	£5 million any one claim only if Part A (Buildings) is covered
Your liability as tenant	Standard	10% of contents sum insured
Damages awarded in your favour that you are unable to recover	Standard	£1 million any one claim only if Part A (Buildings) is covered
The cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances from tanks on your property following a sudden and identifiable incident	Standard	£10,000 per event
Damage to buildings which have been inadvertently omitted from the schedule of insurance	Standard	£500,000

Significant exclusions and limitations

The meaning of flood is defined in the policy and includes inundation by rainwater or rainwater-induced runoff

Where the sum insured on any building is less than the full cost of rebuilding at the time of damage we may reduce any claim in proportion

Cover provided for damage resulting from storm or flood does not include to movable property in the open, fences, hedges or gates

You must tell us if your home is not weather-tight and secure or if structural works are being carried out. We may cancel your policy if you do not tell us

Liability arising from the use of all-terrain vehicles, other than the use of domestic lawnmowers, garden implements and wheelchairs

Damage arising from the permitting of the use of the premises for illegal purposes

All guns must be kept in either a locked cabinet or gun safe when not in use

All handheld tools, portable items of machinery and gardening equipment should be kept in a securely locked building when unattended

For any thatched building there are a series of precautions to be complied with if cover is to be maintained

This document is available in other formats.

If you would like a Braille, large print or audio version, please contact your insurance adviser.

www.axa.co.uk



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