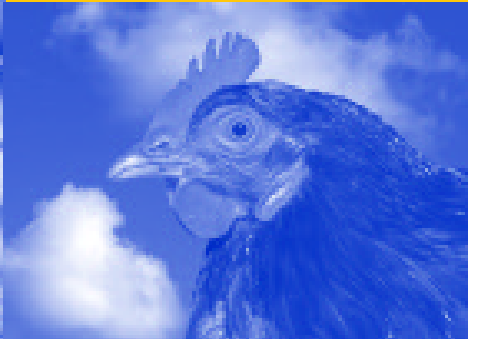




[ Smallholders Combined Insurance ]

Prospectus and Proposal Form



*arranged by*

Stuart Benger & Company Ltd

underwritten by



# Smallholders Combined Insurance

- A great value insurance package for the smallholder
- Backed by one of the UK's largest insurers
- 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
- offer a Livery service (although DIY self-livery is acceptable)
- 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

Some of these activities can be catered for by our Farmers Combined Policy – please contact your broker/intermediary for more information.

## What is Covered?

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

<b>Premium</b>	£190.48	£261.90
<b>Insurance Premium Tax</b>	£9.52	£13.10
<b>Total Premium</b>	<b>£200.00</b>	<b>£275.00</b>

**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.

## Policy Summary

The Smallholders Combined Policy is underwritten by Royal & Sun Alliance Insurance plc. It 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><b>Insured Covers :</b></p> <p>Loss or Damage caused by Fire, Explosion, Lightning, Aircraft, Escape of Oil, Falling Trees, Defective Oil Vaporisation, Earthquake, Riot &amp; Malicious Damage, Storm (Buildings only), Impact, and Theft (other than of Buildings or Boundary Hedges, Walls, Fences &amp; 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>	<p><b>Property Damage</b></p>
<p><b>Buildings</b></p> <p>The following are automatically included :</p> <ul style="list-style-type: none"> <li>. Buildings and/or Tenant’s Improvements</li> <li>. Landlords Fixtures &amp; Fittings</li> <li>. Small outside buildings</li> <li>. Services</li> </ul> <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</p> <p>Maximum Sum Insured :</p> <p>“SILVER”      £ 20,000</p> <p>“GOLD”        £ 40,000</p>	<p><b>Property Damage</b></p>
<p><b>Agricultural Machinery, Plant &amp; Implements</b></p> <p>The following are automatically included :</p> <p>Agricultural Machinery, Plant &amp; 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 tractors, quad bikes &amp; all terrain vehicles.</p> <p>Theft of trailers and wheeled implements excluded unless secured by a wheel clamp and hitch lock.</p>	<p><b>Property Damage</b></p>
<p><b>Produce &amp; Deadstock</b></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>	<p><b>Property Damage</b></p>
<p><b>Boundary Hedges, Walls Fences &amp; Gates</b></p> <p>The following are automatically included :</p> <p>Boundary Hedges, Walls, Fences &amp; Gates at the Premises.</p>	<p>Maximum Sum Insured :</p> <p>“SILVER”      £ 1,000</p> <p>“GOLD”        £ 2,000</p>	<p><b>Property Damage</b></p>

## LIVESTOCK (NON-DISEASE) INSURANCE - provides cover for death of any farm Livestock

Features & Benefits	Significant Exclusions or Limitations	Policy Section
<p><b>Insured Covers :</b></p> <p>Loss caused by Fire, Explosion, Lightning, Aircraft, Riot Civil Commotion, Malicious Damage, Earthquake, Electrocution, &amp; Theft occurring at the Premises.</p> <p>Loss caused by "Any Accident" :-</p> <ul style="list-style-type: none"> <li>- whilst on foot on any road or at a sale yard or market</li> <li>- as a result of Straying from the Premise, sale yard or market</li> <li>- whilst in Transit, including loading and unloading.</li> </ul> <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> <ul style="list-style-type: none"> <li>- £1,000 Limit Any One Animal</li> <li>- "Any Accident" cover excludes               <ul style="list-style-type: none"> <li>- accidents to horses whilst being ridden</li> <li>- dogs</li> </ul> </li> <li>- Transit cover excludes vehicles operated by a haulage contractor or livestock haulier</li> <li>- £100 Limit in respect of Vet's Fees. Excludes fees incurred for preparing a claim</li> <li>- Excluding Unauthorised Slaughter</li> </ul>	<p><b>Livestock (Non-Disease)</b></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"> <li>• <b>Public Liability:</b> Accidental injury to members of the public, or accidental damage to their property.</li> <li>• <b>Products Liability:</b> Accidental injury or accidental damage to property resulting from products supplied.</li> <li>• <b>Pollution</b></li> <li>• <b>Legal Defence Costs</b> in defending proceedings arising from a breach of the Health &amp; Safety at Work Act or Part II of the Consumer Protection Act where there has been no actual injury or damage.</li> <li>• Cover automatically applies at Farmers' Markets and Agricultural Shows</li> </ul>	<ul style="list-style-type: none"> <li>• The Limit of Indemnity provided for Public Liability is £1,000,000 for any one event (£1,000,000 for damage caused by fire).</li> <li>• 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.</li> <li>• 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.</li> <li>• The Limit of indemnity provided for Legal Defence Costs is £250,000 any one Period of Insurance</li> <li>• The policy excludes legal liability:           <ul style="list-style-type: none"> <li>- arising from risks that require more specific insurance e.g. Motor, Marine etc.</li> <li>- arising from the riding of any equine animal in any competition, show or event</li> <li>- arising in connection with advice, design or specification provided for a fee.</li> <li>- for injury to employees.</li> <li>- arising from loss of, or damage to, property in your custody or control.</li> <li>- caused by pollution, unless sudden and accidental.</li> <li>- arising from contractual liability for products.</li> <li>- for fines and penalties.</li> <li>- for defective products and work and the repair, replacement or recall of such products or work.</li> <li>- for fear of contracting asbestos related diseases.</li> <li>- for pre-claim asbestos clean up costs.</li> </ul> </li> <li>• Other specific events may be excluded by endorsement, or cover may need to be individually assessed.</li> </ul>	<p><b>Public/Products Liability</b></p>

## **COMPLAINTS PROCEDURE**

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

### **Our complaints process**

Initially please raise your concerns with your usual business contact.

If your complaint is not resolved or you are not happy with our response and the course of action proposed, you can progress your complaint to our Customer Relations Office.

A separate investigation will then be carried out in an attempt to resolve your complaint and a final decision issued. However if resolution is not possible they will issue a response within 8 weeks of your original complaint.

### **Customer Relations Contact Details:**

Customer Relations Office  
Royal & Sun Alliance Insurance plc  
Bowling Mill  
Dean Clough Industrial Park  
Halifax HX3 5WA  
Tel: 0800 1076160  
Fax: 01422 325146  
e-mail: [halifax.customerrelationsoffice@uk.roysun.com](mailto:halifax.customerrelationsoffice@uk.roysun.com)

### **What to do if you are still not satisfied**

If you are still not satisfied Royal & Sun Alliance is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them.

### **Financial Ombudsman Service**

South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Tel: 0845 08018000  
e-mail [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)  
web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **Your rights**

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

# 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, at the address in the box on the back of this leaflet
- enclose a cheque for the appropriate amount, payable to your broker/intermediary

## **What will then happen**

Your broker/intermediary will forward your Proposal Form onto Stuart Benger & Company Ltd. If your Proposal Form 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 hiring out of horses
- Offer a Livery Service (although DIY self-livery is acceptable)
- Accept organised farm visits (i.e. school groups, clubs etc)
- Offer camping or caravanning facilities
- Have any employees, including casual and voluntary staff
- Have any heated pig/poultry buildings
- Export any products
- Require Terrorism Insurance
- Arrange or host organised shoots
- Have slurry storage facilities

If you require cover for these activities, please ask your Broker/Intermediary for a Farmers Combined quote. 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**

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

<b>Acreeage of Holding (max 50 acres):</b>		<b>Are the buildings, hedges &amp; fences well maintained?</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>Which level of cover do you require?</b>	<input type="checkbox"/> <b>SILVER £200.00 incl IPT</b>	<input type="checkbox"/> <b>GOLD £275.00 inc IPT</b>		
<b>Date cover to start?</b>	____ / ____ / ____			

<b>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?</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If 'Yes', please give details below
<b>Date</b>	<b>Circumstances</b>		<b>Amount Paid</b>

<b>Name of existing/previous Insurer</b>	
<b>Expiry/Renewal Date</b>	
<b>Policy Number</b>	

**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 Royal & Sun Alliance Insurance plc
- I/We declare that this Proposal Form is for insurance in the normal terms and conditions of Royal & Sun Alliance Insurance plc'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 Royal & Sun Alliance Insurance plc or its agents and that Royal & Sun Alliance Insurance plc 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 Royal & Sun Alliance Insurance plc to complete the insurance.**

All personal information supplied by you will be treated in confidence by the Royal & Sun Alliance Insurance Group of companies and will not be disclosed to any third parties except where your consent has been received or where permitted by law. In order to provide you with products and services this information will be held in data systems of the Royal & Sun Alliance Insurance Group of companies or our agents or subcontractors. The Royal & Sun Alliance Insurance Group of companies may pass your personal data to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect your personal data, but in all cases the Group will ensure that it is kept securely and only used for the purposes for which you provided it. Details of the companies and countries involved can be provided to you on request.

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.

## 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.

## Need other types of cover?

- Do you need Livestock Disease cover?
- Do you have Employees?
- Do you want Personal Accident cover?

If so, please contact your broker/intermediary to obtain a quotation for our **Farmers Combined Policy**.

Broker/Intermediary details:

arranged by

**Stuart Benger & Company Ltd**

5 Park Plaza, Knights Way, Battlefield, Shrewsbury SY1 3AF

Tel: 01743 462277 Fax: 01743 462278

e-mail: [info@stuartbenger.co.uk](mailto:info@stuartbenger.co.uk) [www.stuartbenger.co.uk](http://www.stuartbenger.co.uk)

**AUTHORISED AND REGULATED BY THE FINANCIAL SERVICES AUTHORITY**

Underwritten by Royal & Sun Alliance Insurance plc (No93792)

Registered in England & Wales at St Marks Court, Chart Way, Horsham, West Sussex RH12 1XL.

Authorised and Regulated by the Financial Services Authority.