# FARM SELECT INSURANCE: WHAT YOU SHOULD KNOW



Tailored cover for your farming business







### WELCOME TO FARM SELECT INSURANCE FROM NFU MUTUAL

You should read your policy documents carefully, to make sure the policy meets your needs and that you understand any limitations. This document provides a summary of our farm insurance's main features including key exclusions and obligations. It's not personalised to your individual needs in any way and does not form part of your contract with us.

To help you make the right decision for your farm business, we've highlighted the essentials we think are important. However, your cover will depend on your circumstances and choices. Full details of your chosen cover will be provided in your policy documentation.

We recommend you keep this brochure with your policy documents for future reference.

#### OUR FARM SELECT POLICY

Whether you're a farm owner, tenant or contractor, your agricultural business or holding can face physical risks, such as damage to essential property or livestock by fire, storm or flood. Such events can significantly interrupt the running of your business and make it difficult to maintain income and manage outgoings.

Other considerations when running a farm business should include your legal liability to the public and employees in the event of an accident, as well as specialist insurance for any diversified businesses or high value livestock and crops you have.

Your local NFU Mutual Agent is on hand to work closely with you to identify and manage these challenges.

Our Farm Select policy provides protection for you, your employees and your business assets. From your animals to your outbuildings and more, this policy gives you the flexibility to choose cover to meet the needs of your farm, now and as it grows in the future.

### WE CAN COVER YOU FOR

**Property** Property Deterioration of Stock

Money and Malicious Attack

Goods in Transit

Contractors' All Risks

#### **Plant and Machinery** Engineering Inspection Engineering Insurance

Loss of Income Business Interruption Hail

#### Terrorism

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Professional Expenses for Arbitration and Agricultural Land Tribunal Hearings

#### Livestock

Livestock Herd Livestock in Transit Livestock Diseases Livestock Individual Animal

Group Personal Accident

# YOU CAN ALSO CHOOSE WHICH EVENTS YOU WANT TO INSURE YOUR BUSINESS ASSETS AGAINST:

Fire (including fire caused by spontaneous fermentation or selfheating); lightning and explosion; aircraft and earthquake; escape of water (from tanks, apparatus or pipes); storm and flood; impact (by vehicles or animals); theft or attempted theft; accidental damage; riot or malicious damage; straying; worrying; subsidence; terrorism; sprinkler leakage and poultry events

11 - breakdown, heat stress, and any violent, accidental or visible cause.

#### UNDERINSURANCE

14 Underinsurance occurs when you don't have the right level of 15 insurance to meet the needs of your business. If it's wrong, it could impact the amount you're paid if you make a claim. You should regularly 18 assess how much insurance vou need, to take account of acquisitions or alterations, changes 21 to machinery and equipment, or increases in stock levels. If you're not sure, ask your Agent.

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### PROPERTY

This is cover for your buildings, contents and stock, which you can protect against damage caused by events such as fire, flood or escape of water. You can tailor your cover to meet your needs.

If you select cover for your farming contents and stock, these items will be covered anywhere in the UK as standard.

WHAT IS COVERED	WHAT IS NOT COVERED
Loss or damage to your property caused by the events you've chosen to insure against.	<ul> <li>Storm or flood damage to fences, gates, hedges and portable property or crops in the open</li> <li>Damage caused by bursting of steam pressurised apparatus, other than boilers used for domestic purposes</li> <li>Losses arising from any pandemic or epidemic involving an infectious disease in humans, or from any coronavirus or mutation or variation of a coronavirus.</li> </ul>
<ul> <li>FEATURES AND BENEFITS</li> <li>Your Agent will advise you on the full range of cover available. Our standard cover includes:</li> <li>Day-one reinstatement buildings and contents cover, unless otherwise specified, including an automatic 15% increase on property sums insured to combat inflation</li> <li>Theft of a single tool, riding tack or quad bike, up to £5,000</li> <li>Machinery, tools and materials used to construct or refurbish buildings used for farming or growing activities, up to £5,000</li> <li>Damage to underground pipes, cables or tanks serving your buildings</li> <li>Deterioration of stock in a freezer or refrigerator up to £5,000, provided you have a maintenance agreement for any freezers or refrigerators, more than 5 years old</li> <li>Farm contents hired or borrowed from a neighbouring farmer, up to £5,000</li> <li>Damage to buildings following theft or attempted theft</li> <li>Locating an escape of water or oil, and repairing damage caused by the search, up to £25,000 for each loss</li> <li>If keys are stolen, cost of replacing locks to</li> </ul>	<ul> <li>Items are not covered if you do not have Contents insurance</li> <li>Any produce for sale</li> <li>Damage resulting from power being deliberately cut off by your supplier.</li> </ul>
your buildings, up to £2,500 • Unauthorised use of gas, water or electricity, up to £10,000.	

#### WHAT IS COVERED

If you have a valid claim for damage following an insured event, we also cover:

- Removing asbestos following damage to your buildings, up to £50,000 - you can increase this to £100,000 for an additional premium
- Removing debris and demolishing or shoring up property
- Fuel spillage clean-up costs, up to £25,000
- Loss of metered water, up to £10,000
- Enforced sale of undamaged agricultural produce
- Alterations and additions to your property, other than stock, are included for 90 days, up to £500,000
- Fire extinguishing costs, including refilling and resetting systems
- Professional fees, such as those charged by architects or engineers, incurred in repairing or reinstating your property
- Reinstatement of computer software following damage, up to £25,000.

#### OPTIONAL EXTENSIONS

#### Computer equipment breakdown

Damage arising from the complete or partial failure of computer equipment caused by a mechanical or electrical defect. This includes reinstating or replacing lost, distorted, corrupted or erased data.

#### Dairy equipment breakdown

Damage arising from the failure of your bulk milk tank, robotic milking system or associated equipment, caused by mechanical or electrical defect or accidental failure of public electricity or water supply.

#### Antibiotic contamination of milk

Damage arising from contamination of your milk in a bulk milk tank, with antibiotics or any other antimicrobial used in treating and preventing bacterial infection.

#### Uncollected milk

Damage arising from the inability of a dairy or its agent to collect milk under a contract with you due to circumstances outside your control, resulting in milk being wasted or spoiled.

#### WHAT IS NOT COVERED

- Losses or additional expenses incurred more than 12 months after the damage
- Fees incurred in preparing any claim
- Losses arising from software updates provided by the manufacturer or a software supplier.

#### DAMAGE:

- At a location not shown in your schedule to computer equipment over 5 years old, unless it has a maintenance agreement in force
- Losses arising from software updates provided by the manufacturer or a software supplier.
- To equipment over 10 years old where no maintenance agreement is in force
- Arising from contamination of milk other than by the escape of refrigerant
- During the first 7 days of this cover, unless agreed by us.
- Where treated animals cannot be identified
- Where treatment instructions are not followed correctly.
- During the first 7 days of this cover, unless agreed by us
- Due to an outbreak of a notifiable disease at your premises.

### DETERIORATION OF STOCK

Relying on refrigerated units to store stock can bring a variety of risks. This cover protects you if your frozen or chilled goods, including medicines, are damaged due to a change in temperature.

#### WHAT IS COVERED

- Deterioration caused by temperature changes due to:
- failure or damage of refrigeration systems - accidental failure or emergency removal of public electricity, gas or water supplies
- Contamination of goods by refrigerant or refrigerant fumes
- The cost of any subsequent processing or packaging you need to do or have done on your behalf.

#### FEATURES AND BENEFITS

- Your Agent will advise you on the full range of cover available. Our standard cover includes:
- Reasonable costs incurred to avoid or reduce deterioration, up to 10% of the sum insured
- Decontamination of units, up to £25,000
- Disposal of goods that have been condemned.

#### YOUR OBLIGATIONS

- You must have a maintenance agreement for any freezers or refrigerators more than 5 years old that provides inspection and servicing by a competent specialist at intervals no greater than every 13 months
- Your units and control systems must be inspected in line with statutory regulations.

#### WHAT IS NOT COVERED

- Deterioration due to a deliberate act or neglect, faulty packaging or storage, or incorrect setting of thermostats
- Goods in a refrigeration vehicle.

# MONEY AND MALICIOUS ATTACK

This protects your money against loss or theft at your premises and whilst you take it to the bank. If you or your employees are assaulted during a theft, the policy will also provide a range of lump sums and weekly benefits for disability or death. You can contact your local Agent to customise cover to suit your individual business needs.

#### WHAT IS COVERED

- Loss or theft of money, up to £5,000 if it is: - on your premises during business hours - being taken to the bank
- in a safe on your premises overnight
- Loss or theft of money, up to £500 if it is: - on your premises overnight - in the home of an employee
- Damage resulting from theft or attempted theft to safes, tills or any items used for carrying money
- If you or any employee aged between 16 and 70 years dies or is disabled due to an assault during a theft or attempted theft while working, we will provide the following cash benefits:
- £10,000 for death, loss of limbs, sight, speech or hearing, or permanent total disability
- £100 per week temporary total disability
- £50 per week temporary
- for up to 104 weeks

### partial disability.

#### FEATURES AND BENEFITS

Your Agent will advise you on the full range of cover available. Our standard cover includes:

- Cheques, up to £250,000
- Cattle passports, up to £250,000
- Unauthorised use of any credit, bank or cash card, up to £10,000
- Loss of personal possessions or money, up to £100 for personal money (£500 in total).

#### YOUR OBLIGATIONS

- Keep a complete record of your money, in a secure place separate from the money
- Make sure that when money is in transit and exceeds: - £5,000, it is accompanied by at least 2 adults
- £7,500, it is accompanied by at least 3 adults
- £10,000, it is transported by a professional security firm or cash-carrying company.

#### WHAT IS NOT COVERED

- Money taken from an unattended vehicle
- Losses arising from:
- dishonest employees
- clerical or accounting errors
- Forgery or fraudulent use of an electronic transfer
- Losses arising from any pandemic or epidemic involving an infectious disease in humans, or from any coronavirus or mutation or variation of a coronavirus.
- Pre-existing health conditions.

• Meet any security requirements and remove keys from the premises when closed or left unattended

### GOODS IN TRANSIT

This protects your goods, other than livestock, while they're in transit in your vehicles or a replacement vehicle. If haulage is part of your farm business, you can take an additional separate cover that protects goods you don't own, but carry for someone else, under a contract.

WHAT IS COVERED	WHAT IS NOT COVERED
Loss or damage to your property while it's in transit, up to your vehicle's insured load limit.	<ul> <li>Theft from an unattended vehicle, unless locked, keys removed and there is forcible entry</li> <li>Clerical error or omissions, or delivery to the wrong consignee</li> <li>Electrical or mechanical breakdown</li> <li>Inadequate packing or protection from weather conditions, contamination or wear and tear</li> </ul>
	<ul> <li>Transportation of more than 2,000 shotgun cartridges or bullets</li> <li>Losses arising from any pandemic or</li> </ul>
<b>FEATURES AND BENEFITS</b> Your Agent will advise you on the full range of cover available. Our standard cover includes:	epidemic involving an infectious disease in humans, or from any coronavirus or mutation or variation of a coronavirus.
• No charge for the first £1,500 of property insured under this section	
<ul> <li>Debris removal costs after an accident</li> <li>Sheets and ropes, up to £10,000</li> </ul>	
<ul> <li>Damage to personal possessions, up to £500</li> <li>Goods transported in a replacement vehicle.</li> </ul>	• Money
OPTIONAL EXTENSIONS	
<ul> <li>Containers belonging, leased, or hired to you, up to £10,000 for each container</li> <li>Deterioration of property due to the breakdown or malfunction of refrigeration systems.</li> </ul>	• Containers not adequately secured to the vehicle.

#### YOUR OBLIGATIONS

• If you're using a replacement vehicle to transport your property, you must give us its details as soon as possible.

### CONTRACTORS' ALL RISKS

If you're a contractor working on construction projects, this cover protects your contract works, materials or plant against the unexpected, so any disruption to your schedule is kept to a minimum.

#### WHAT IS COVERED

- Damage to contract works and materials while you're at or travelling to or from the contract site
- Damage to hired machinery and plant, which you cause, up to £25,000.

#### FEATURES AND BENEFITS

Your Agent will advise you on the full range of cover available. Our standard cover includes:

- Professional fees incurred in repairing or reinstating contract works
- Continuing hire charges where hired-in plant is damaged, up to £25,000
- Employees' tools, up to £500 for any employee
- Private dwellings you've built, for up to 180 days after completion
- Recovering immobilised plant, up to £25,000
- Damage, due to breakdown for which you are responsible, to hired in machinery and plant, up to £25,000
- Reproducing plans, drawings and specifications, up to £25,000.

- Damage to contract works with a certificate of completion
- Damage to existing structures
- Penalties under any contract for delay, lack of performance or loss of contract
- Wear, tear and gradual deterioration, and faulty or defective workmanship
- Tower cranes and licensed vehicles
- Theft or portable tools from unattended vehicles or unsecured buildings outside working hours
- Losses arising from any pandemic or epidemic involving an infectious disease in humans, or from any coronavirus or mutation or variation of a coronavirus.
- Charges for the first 48 hours
- Charges made 3 months after the damage occurred.

### PLANT AND MACHINERY

#### Engineering Inspection Services and Engineering Insurance

We offer a range of engineering cover to suit the needs of your farm business:

- Inspections of plant by our engineering partner Vulcan Inspection Services to help you
  manage business risk and comply with regulatory and health and safety obligations.
- 2. Accidental damage to, and breakdown of, plant and machinery.

WHAT IS COVERED	WHAT IS NOT COVERED
<b>ENGINEERING INSPECTIONS</b> Plant and equipment inspections and certification to prevent injury and business interruption, and to meet your regulatory obligations.	• Damage to plant caused by its inability to withstand testing as part of the inspection.
<ul> <li>ENGINEERING INSURANCE</li> <li>Accidental damage or breakdown of machinery and plant</li> <li>Damage to property caused by explosion or collapse of pressure plant.</li> </ul>	<ul> <li>Damage caused by maintenance, repair, overhaul, misuse or modification of plant</li> <li>Damage during lifting or lowering operations that don't comply with regulatory standards</li> <li>Cutters, bits, moulds, dies, heating elements, driving belts, chains or cables requiring periodic replacement, unless plant is damaged at the same time</li> </ul>
<ul> <li>FEATURES AND BENEFITS</li> <li>Your Agent will advise you on the full range of cover available. Our standard Engineering Insurance cover includes:</li> <li>Reasonable expenses to make temporary repairs or minimise interruption to your business, up to £10,000</li> <li>Plant acquired by you during the year, up to £500,000 for any one loss</li> </ul>	<ul> <li>Losses arising from any pandemic or epidemic involving an infectious disease in humans, or from any coronavirus or mutation or variation of a coronavirus.</li> </ul>
• Loss of contents from storage tanks, up to £25,000	<ul> <li>Seepage, evaporation or contamination of storage tank contents</li> <li>Pollution or contamination of water courses.</li> </ul>
<ul> <li>Debris removal, up to £25,000</li> <li>Hired-in plant damaged in transit, and any continuing hire charges due to the insured damage, up to £15,000.</li> </ul>	
OPTIONAL EXTENSIONS	
<ul> <li>Damage to property being handled by insured lifting plant, or inside it</li> </ul>	• Damage caused by fire or explosion
• Damage to other property caused by using lifting plant.	• Damage resulting from lack of power.

#### YOUR OBLIGATIONS

• Plant and equipment must be inspected in line with statutory regulations, serviced and maintained.

### LOSS OF INCOME

#### **Business Interruption**

If you're unable to trade due to an unexpected event, such as damage to your property caused by fire or flood, this cover can help protect your business and your relationships with clients and suppliers.

You can choose to cover loss of income or loss of gross profit, and select an indemnity period that best reflects the amount of time your business would need to get back to normal.

#### WHAT IS COVERED

Loss of income, during the indemnity period you've selected, arising from damage to property by an insured event, up to the sum insured in your schedule.

#### FEATURES AND BENEFITS

Your Agent will advise you on the full range of cover available. Our standard cover includes an automatic 33% increase in your sum insured to support the growth of your business and loss of income due to:

- Damage at the premises of your customers or suppliers, up to 15% of the sum insured (maximum £1 million)
- Damage to agricultural vehicles and trailers used in connection with your business, up to £50,000
- Damage at a site where you're undertaking agricultural contracting activities, up to the sum insured in your schedule (maximum £100,000)
- Enforced sale of undamaged livestock and produce due to damage to premises
- Accidental death or disablement of an essential company partner, owner, director or trustee, which prevents them from working, up to £25,000
- Damage to your property when you're exhibiting goods or services, or travelling to or from the venue, up to the sum insured (maximum £100,000)
- Damage to property used for farming or growing work undertaken for your neighbour without monetary reward.

#### WHAT IS NOT COVERED

- All losses (other than farming produce and livestock intended for sale), if there isn't property insurance in force covering the same event. This insurance doesn't have to be provided by us
- Any savings you make from stopping or reducing your output, such as lower energy costs or the sale of salvage
- Losses excluded under the Property section such as storm or flood damage to fences, gates, hedges and portable property or crops in the open.
- Losses arising from any pandemic or epidemic involving an infectious disease in humans, or from any coronavirus or mutation or variation of a coronavirus.

• Losses or expenditure incurred more than 12 months after the damage.

#### **Business Interruption continued**

#### WHAT IS COVERED

- WHAT IS NOT COVERED
- Poisoning from food or drink supplied from your premises, up to the sum insured (maximum £100,000)
- Damage to property stored elsewhere from the premises, up to the sum insured (maximum £100,000)
- A public emergency in the vicinity that hinders use of or access to the premises, up to the sum insured (maximum £100,000)
- Damage at the premises of your utilities or telecommunications suppliers, up to 15% of the sum insured (maximum £1 million).

If you have a valid claim for loss of income, we also cover expenses resulting from:

- Damage to a venue or your property for use in connection with an exhibition, up to £25,000
- Employing a public relations specialist to manage press and public announcements connected to insured property damage, up to £25,000.

- A public emergency lasting for less than four hours in a row
- Losses resulting from a contagious disease or the presence of an explosive device
- Losses resulting from a failure of supply lasting less than four hours in a row.
- Costs and expenses incurred more than 3 months after the incident.



#### **Business Interruption continued**

#### WHAT IS COVERED

#### OPTIONAL EXTENSIONS

#### Computer equipment breakdown

Loss of income following the failure of computer equipment caused by a mechanical or electrical defect.

#### Machinery breakdown

Loss of income following sudden and unforeseen damage to plant including breakdown, that we or any other insurer has agreed to pay out for.

#### Human diseases

Loss of income caused by an outbreak of disease (we specify which diseases) that restricts use of the premises on the order of the authorities.

#### Dairy equipment breakdown

Loss of income following the complete or partial failure of your bulk milk tank, robotic milking system or associated equipment, caused by mechanical or electrical defect or accidental failure of public electricity or water supply.

#### Antibiotic contamination of milk

Loss of income following contamination of your milk, in a bulk milk tank, with antibiotics or any other antimicrobial used in treating and preventing bacterial infection.

#### Uncollected milk

Loss of income following the inability of a dairy or its agent to collect milk under a contract with you due to circumstances outside your control, resulting in milk being wasted or spoiled.

#### YOUR OBLIGATIONS

• You must select a realistic indemnity period that gives you enough time to reinstate your business to how it was before the incident.

#### WHAT IS NOT COVERED

#### DAMAGE:

- From intentional overloading or experimental usage lasting less than 48 hours in a row.
- Caused by fire, lightning or explosion lasting less than 48 hours in a row.

- To equipment over 10 years old where there is no maintenance agreement
- During the first 7 days of this cover, unless agreed by us.
- Where treated animals cannot be identified
- Where treatment instructions are not followed correctly.
- By an outbreak of a notifiable disease at your premises
- By dairy or agent workers taking strike action
- During the first 7 days of this cover, unless agreed by us.

### HAIL

This protects your agricultural business against loss of income resulting from damage by hail to your arable or horticultural crops.

#### WHAT IS COVERED

• The difference between the income you would have received for your crops if there were no damage by hail, and the income you actually receive following the damage

#### WHAT IS NOT COVERED

- Damage within 7 days of this cover starting
- Damage after the crops have been harvested
- Any savings you make as a result of the damage.
- Additional expenses you incur to minimise or avoid a reduction in your income.

#### YOUR OBLIGATIONS

• You must tell us about the hail damage to your crops within 3 days of it occurring.

### TERRORISM

This protects your agricultural business against property damage and loss of income caused by acts of terrorism in England, Scotland and Wales. You should consider it if, for example, you have a stand at a farmers' market in a built-up area or operate near transport hubs.

WHAT IS COVERED	WHAT IS NOT COVERED
Property, Money and Malicious Attack, ( in Transit, Livestock Herd and Contracto All Risks	
Damage resulting from terrorism.	
Business Interruption	
Loss of income, loss of gross profit and/or additional cost of working due to damage caused by terrorism.	

### EMPLOYERS' LIABILITY

This protects your agricultural business and your employees if they're injured or become ill due to their work. As an employer, you have a legal responsibility to buy employers' liability insurance. We provide £10 million as standard but higher limits are available.

#### WHAT IS COVERED

Your legal liability for damages and costs arising from an illness or injury to your employees as a result of their work.

#### FEATURES AND BENEFITS

Your Agent will advise you on the full range of cover available. Our standard cover includes:

- Worldwide cover for employees who are temporarily working abroad for up to 60 consecutive days
- Injury to any owner or working partner of the business caused by the negligence of another owner, working partner or employee
- Legal costs and expenses in defence of a breach or alleged breach under legislation relating to:
- corporate manslaughter
- corporate homicide
- health and safety
- Injury arising from private work an employee does for you or any director
- Injury arising from farming or growing work undertaken for your neighbour without monetary reward.

- Work involving asbestos, unless exposure is unintentional
- Injury arising from any vehicles requiring compulsory motor insurance
- Prospecting or extracting liquid or gaseous fuel, including fracking.

- Costs of prosecution awarded against any defendant
- Costs of any expert witness, unless we've agreed these in advance.

## PUBLIC AND PRODUCTS LIABILITY

This protects your business if you or your employees are held responsible for accidental injury to clients, customers or the public, or for damage to their property. You are also covered for injuries or property damage resulting from an accident caused by your products.

Our standard cover is £10 million, and you can choose higher limits to meet the specific needs of your business or clients.

#### WHAT IS COVERED

#### Public Liability

Sums you're legally liable to pay as damages arising from accidental injury, damage to property, obstruction or wrongful detention.

#### Product Liability

Sums you're legally liable to pay as damages arising from accidental injury or damage to property caused by your products.

#### FEATURES AND BENEFITS

Your Agent will advise you on the full range of cover available. Our standard cover protects your legal liability resulting from:

- Costs to defend proceedings against you under legislation relating to:
- corporate manslaughter
- corporate homicide
- health and safety
- data protection, up to £500,000
- defective premises
- food safety
- consumer protection
- Damage to other people's property caused by your livestock, dogs, falling trees, or stones thrown up by agricultural vehicles, up to £2,500
- Damage to property, or accidental injury, arising from providing up to 10 caravan pitches or siting more than 10 caravans for up to 28 days.

#### WHAT IS NOT COVERED

- Injury to any employees this is specifically covered by Employers' Liability insurance, which is a legal requirement if you have employees
- Injury or damage caused by using any vehicle for which compulsory motor insurance is required
- Professional advice or services given for a fee
- Products exported to the USA or Canada
- Prospecting or extracting liquid or gaseous fuel, including fracking
- Liability arising from pollution, other than caused by a sudden and unexpected incident.
- Costs of prosecution awarded against any defendant
- Costs of any expert witness, unless we've agreed these in advance
- Losses relating to unencrypted data away from your premises.

#### WHAT IS COVERED

- Private work an employee does for you or any director
- Farming or growing work undertaken for your neighbour without monetary reward
- Damage to property, or accidental injury, while you or any of your employees are on an overseas commercial visit to any supplier, customer, partner or exhibition for up to 60 days in a row
- Personal liability for you, or employees, working overseas for up to 60 days in a row.

#### YOUR OBLIGATIONS

- If you're digging, boring or moving earth, before you start, you must take all reasonable steps to identify the location of underground pipes or cables.
- If you're using equipment that involves the application of heat, you must take appropriate precautions.



#### WHAT IS NOT COVERED

• Work an employee does overseas if they don't usually live or work in the UK, Channel Islands or Isle of Man.

### ENVIRONMENTAL LIABILITY

Even with the best intentions, agricultural businesses can cause environmental damage – for example, damage caused by a fire, damaged drains, the run-off from silage clamps or the use of insecticides and fertilisers on your land.

Legislation makes the potential cost of putting right the damage very high, and environmental problems need resolving quickly and sensitively to protect a business's reputation.

We can cover environmental damage up to £2 million, including costs.

#### WHAT IS COVERED

#### WHAT IS NOT COVERED

fuel, including fracking

employees

of a coronavirus.

• Pollution from storage tanks where more

• Prospecting or extracting liquid or gaseous

• Injury to any employees - this is specifically

covered by Employers' Liability insurance,

• Losses arising from any pandemic or epidemic

involving an infectious disease in humans, or

from any coronavirus or mutation or variation

• Premises not used for agricultural activity.

which is a legal requirement if you have

than 10% of the tank is underground

- Your legal liability to pay compensation for pollution, from your premises or while your products are being transported, which results in injury, or property, environmental, or biodiversity damage
- The cost of cleaning up your own premises.

#### FEATURES AND BENEFITS

Your Agent will advise you on the full range of cover available. Our standard cover includes:

• Fly-tipping on your premises

• Court attendance expenses:

- up to £500 a day for you or a director
- up to  $\pm 300$  a day for any other employee.

#### YOUR OBLIGATIONS

- You must seek our agreement before incurring clean-up costs, unless there's a significant threat to health or the environment.
- You must tell us of all your business activities as there are some activities which are not covered, such as waste disposal or treatment plants.

# COMMERCIAL LEGAL EXPENSES

#### Commercial Legal Expenses

Legal disputes can stretch the resources of any farm business. They can be complicated, costly and time consuming. We can help protect your business and employees during legal disputes, providing support, advice and cover against legal costs, up to £250,000 as standard.

You also have unlimited access to our 24/7 legal advice helpline, an employee counselling service and a tax advice service, as well as an online employment manual providing up-to-date guidance on employment law. To get legal advice before you make a claim, call DAS on 0117 934 0571.

We have partnered with DAS, the market leader in legal expenses insurance, to administer claims on our behalf.

#### WHAT IS COVERED

The cost of legal representation to defend your legal rights and any agreed compensation awards.

#### FEATURES AND BENEFITS

Your Agent will advise you on the full range of cover available. Our standard cover includes:

- A specialist lawyer to represent you, or you can choose your own legal representative.
- Compensation awards, up to £1 million and employment disputes relating to:
- contracts of employment
- breaches of employment or discrimination legislation

# • Statutory licence appeals, such as for a shotgun licence or general licence for the movement of livestock, where the licence has been revoked or amended, affecting your ability to trade

• Tax protection, including HMRC tax enquiries or VAT disputes.

#### WHAT IS NOT COVERED

- Cases where there is no reasonable prospect of a successful outcome
- Costs and legal action that haven't been agreed in advance
- Court awards and fines
- Intellectual property rights
- Disputes that began before the cover started.

### • Choosing your own legal representative for

- cases involving compensation awards
- Disputes where the cause of the action arises within the first 90 days of this cover starting unless you had continuous insurance for this previously
- Any dispute with an employee given a warning within 180 days before this cover started, and the dispute occurred in the first 180 days after this cover started
- Claims relating to an original or renewal application for a statutory licence
- Statutory licences relating to the ownership or use of a motor vehicle
- Claims caused by your failure to register for VAT or PAYE
- Claims arising from any HMRC investigation into alleged criminal offences.

#### Commercial Legal Expenses continued

WHAT IS COVERED	WHAT IS NOT COVERED
• Recovering debts exceeding £200 (including VAT) when your normal credit control procedures are exhausted	<ul> <li>Debts due in the first 90 days of this cover, if the agreement was entered into before this policy started, unless you had continuous insurance for this previously</li> <li>Debts in respect of the sale or purchase of buildings or land, including the non-payment of rent by tenants</li> </ul>
<ul> <li>Contract disputes, valued over £500, relating to the supply of goods and services</li> </ul>	• Disputes occurring in the first 90 days of this cover, if the contract was entered into before this policy started, unless you had continuous insurance for this previously
<ul> <li>Defending your legal rights if your normal business activities result in criminal proceedings against you – such as, with the Police, Health and Safety Executive, or Information Commissioner</li> </ul>	• Health and Safety Executive Fee For Intervention.
<ul> <li>Modification to a public right of way by a surveying authority under the Wildlife and Countryside Act 1981</li> </ul>	
<ul> <li>Recovering possession of premises you own or are responsible for, from an employee or ex- employee</li> </ul>	
<ul> <li>Property protection against civil disputes involving property damage, legal nuisance or trespass.</li> </ul>	

#### YOUR OBLIGATIONS

• You must take every step to recover costs and expenses we have to pay, and pay us any amounts you recover.



### Professional Expenses for Arbitration and Agricultural Land Tribunal Hearings

Agricultural tenancy disputes can stretch the resources of any tenant farmer that relies on affordable access to farmland or property. We can help protect your business during an agricultural tenancy dispute, providing support, advice and cover against legal costs and expenses, up to  $\pounds$ 20,000 as standard – with the option to increase this to  $\pounds$ 50,000.

This cover is only available for tenants in England and Wales.

DAS, the market leader in legal expenses insurance, administers claims on our behalf.

#### WHAT IS COVERED

- The costs and expenses of legal representation in arbitration proceedings arising from a tenancy agreement rent dispute regulated by the 1986 Agricultural Holdings Act or 1995 Agricultural Tenancies Act
- Costs incurred by your opponents which you must pay.

#### FEATURES AND BENEFITS

Your Agent will advise you on the full range of cover available. Our standard cover includes:

- A specialist legal representative appointed by DAS to represent you in arbitration proceedings, or you can choose you own qualified representative
- The salary or wages of you or your employees for the time needed to attend an arbitration or tribunal hearing.

#### YOUR OBLIGATIONS

- You must take part in negotiations to try to resolve a dispute before arbitration takes place.
- You must take every step to recover costs and expenses we have to pay, and pay us any amounts you recover.

- Disputes arising from rent review notices served before this policy started
- Any costs and expenses incurred before written acceptance of a claim
- Any increased rent awarded to your landlord
- Losses arising from any pandemic or epidemic involving an infectious disease in humans, or from any coronavirus or mutation or variation of a coronavirus.

### LIVESTOCK

#### Livestock Herd

This provides specific cover for the death or slaughter on humane grounds of your livestock. We provide cover for individual animals valued up to £10,000 as standard. You can choose to protect your animals from events such as fire damage to a pig herd or worrying of a flock of ewes.

#### WHAT IS COVERED

#### WHAT IS NOT COVERED

- Death or slaughter on humane grounds of an insured animal due to an insured event
- If you're insured for theft, this will include any theft or attempted theft while livestock is in the open or any building, as well as the unexplained disappearance of livestock for longer than 30 days
- If you're insured for fire, this will include accidental electrocution if it results in death or slaughter on humane grounds within 7 days.

#### FEATURES AND BENEFITS

Your Agent will advise you on the full range of cover available. Our standard cover includes:

- Collection of the livestock we're paying a claim for by a genuine disposal centre, up to £1.000 for each animal
- Vet's fees arising from injury to livestock which would have resulted in death or slaughter if treatment had not been administered, up to the value of the animal (maximum £1,000)
- Enforced sale or slaughter of undamaged livestock due to damage to premises
- Livestock you're holding for someone else and are responsible for
- Rescue of livestock by a professional organisation, up to £1,000 for each animal.

#### YOUR OBLIGATIONS

- If you're claiming for the enforced sale of undamaged livestock following damage to premises, you must let us know at least 2 days before the sale.
- If your livestock has disappeared, you must let us know as soon as possible, and refund any amounts to us if the livestock is recovered.

more than 30 days after the insured event • Losses arising from any pandemic or epidemic

• Death or slaughter on humane grounds

involving an infectious disease in humans, or from any coronavirus or mutation or variation of a coronavirus.

• Vet's fees incurred more than 30 days after the injury.

#### Livestock in Transit

This provides cover for the death or slaughter on humane grounds of your livestock when it's transported or loaded onto, or from, a vehicle or trailer. The cover applies in the UK, Republic of Ireland, Isle of Man and Channel Islands, and includes sea journeys between these territories.

You can choose the amount of cover to suit the value of the load to be transported. This could be a significant percentage of your herd or flock's value during key times of the year, such as visits to sales and shows.

#### WHAT IS COVERED

Death or slaughter of livestock, and damage to crates or cages, while in transit, up to your vehicle's insured load limit.

#### FEATURES AND BENEFITS

Your Agent will advise you on the full range of cover available. Our standard cover includes:

- Collection of the livestock we're paying a claim for by a genuine disposal centre, up to £1.000 for each animal
- Vet's fees arising from injury to livestock which would have resulted in death or slaughter if treatment had not been administered, up to the value of the animal (maximum £1,000)
- Additional costs to remove debris and reload livestock or cages following a road accident
- Damage to personal possessions, up to £500 • Livestock transported in a replacement vehicle.

#### YOUR OBLIGATIONS

- If you're using a replacement vehicle to transport your livestock, you must give us its details as soon as possible.
- Your livestock must be carried in accordance with the European Union Welfare in Transport Regulation.

- Dishonesty of any employee, unless reported to us within 7 days
- Losses arising from any pandemic or epidemic involving an infectious disease in humans, or from any coronavirus or mutation or variation of a coronavirus.
- Vet's fees incurred more than 30 days after the injury
- Money.

#### Livestock Diseases

If a disease breaks out among your livestock, this provides cover to help you manage the situation quickly and efficiently. You can choose protection against a range of diseases that could affect your type of livestock or poultry.

WHAT IS COVERED	WHAT IS NOT COVERED
Death or slaughter of livestock on government order as a result of the following diseases: • Tuberculosis • Anthrax • Brucellosis • Foot-and-mouth disease • Classical Swine Fever • Swine Vesicular Disease • Aujeszky's disease.	<ul> <li>Animals slaughtered under welfare schemes</li> <li>Losses within 21 days of the cover starting unless you can prove previous continuous insurance.</li> <li>Animals vaccinated against foot and mouth disease where such vaccination was not carried out by or on behalf of the authorities.</li> </ul>
Salmonella in poultry Loss of birds due to slaughter and eggs sent for heat treatment, following a positive test for S. enteritidis or S. typhimurium.	<ul> <li>Loss of income due to the slaughter of poultry</li> <li>Any savings you make as a result of the eggs being heat-treated</li> <li>Animals slaughtered under welfare schemes</li> <li>Losses within 21 days of the cover starting unless</li> </ul>
Salmonella in poultry Loss of income, up to 350% of the poultry's value (maximum £6 million), due to slaughter and eggs sent for heat treatment, following a positive test for S. enteritidis or S. typhimurium.	<ul> <li>you can prove previous continuous insurance.</li> <li>Any savings you make from stopping or reducing your output, such as lower energy costs</li> <li>Income from the sale of any salvage</li> <li>Animals slaughtered under welfare schemes</li> <li>Losses within 21 days of the cover starting unless you can prove previous continuous insurance.</li> </ul>
<ul> <li>FEATURES AND BENEFITS</li> <li>Collection and disposal of birds, less any amount received as carcase value</li> </ul>	insurance.
• Additional voluntary sampling and testing to	• Tests undertaken without our agreement.

#### YOUR OBLIGATIONS

rule out a false positive result, up to  $\pm 5,000$ .

• You must follow all legal requirements relating to the eradication of a disease, including isolating and testing animals as well as enforcing relevant biosecurity and pest-control measures.

#### Livestock Individual Animal

This provides all-risks cover as standard for the death or slaughter on humane grounds of your livestock following a wide range of events, such as an accident, illness or theft. It's particularly suitable for owners of high-value livestock, such as pedigree animals or breeding stock.

We can also provide a fertility guarantee cover for bulls you sell – ask your Agent for details.

#### WHAT IS COVERED

- Death or slaughter on humane grounds of an insured animal due to an accident, illness or disease
- Loss of an insured animal if it's stolen or mysteriously disappears.

#### FEATURES AND BENEFITS

Your Agent will advise you on the full range of cover available. Our standard cover includes:

- Cover for death or slaughter on humane grounds for up to 90 days after this cover ends
- Collection of the livestock we're paying a claim for by a genuine disposal centre, up to £1,000 for each animal
- Advertising and reward costs to help recover a missing animal, up to £1,000 for each one
- Rescue of livestock by a professional organisation, up to £1,000 for each animal.

#### YOUR OBLIGATIONS

• If anything happens that might result in a claim, you must employ a vet to treat the animal and allow us to appoint someone to examine the animal if we require.

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- An illness, disease or condition that appears during the first 14 days of this cover, unless you had continuous insurance for this previously
- Loss of use for example if an animal becomes infertile or incapable of service
- The value of the carcase if you sell it, or any ova or semen extracted for artificial insemination
- Slaughter for economic reasons.

### GROUP PERSONAL ACCIDENT

#### **Group Personal Accident**

This protects you and your employees against the financial impact of death or disability following an accident or illness.

We provide a range of optional lump sums and weekly benefits, which you can tailor to your needs.

#### WHAT IS COVERED

- Accidents resulting in the inability to work, due to:
- death
- loss of limbs, sight, speech or hearing
- permanent total disability
- temporary total disability
- temporary partial disability
- Illness causing temporary total disability within 104 weeks of diagnosis.

#### FEATURES AND BENEFITS

Your Agent will advise you on the full range of cover available. Our standard cover, following accidents and illnesses insured by this policy, includes:

- Permanent loss of a thumb, finger or toe
- Hospital benefit of £25 per day during inpatient treatment, up to £1,000
- Professional counselling, up to £5,000
- Medical treatment we believe will aid recovery.

#### YOUR OBLIGATIONS

• You'll need to supply any supporting certificates, information or evidence we ask for.

### WHAT IS NOT COVERED

- Pre-existing health conditions • Anyone under 16 or over 65 years of age, unless specifically named in your schedule
- Illness appearing within 21 days of the start of this cover, unless you had continuous insurance for this previously
- Hazardous sports.

## ADDITIONAL INFORMATION

### PAYING THE PREMIUM by bank transfer, cheque, debit

monthly by direct debit from a UK bank, for no additional charge. Plus, there's no admin fee for making

The advice we give you and cover we WHEN DOES THE COVER provide is based START AND END? on what you tell us

about your business. So it's important that you give us full and accurate information.

CANCELLING THE CONTRACT You can cancel your policy at any time. Just call us or write to us. If you haven't made a

### GEOGRAPHICAL LIMITS

This policy covers you in the UK, the Channel Islands and the Isle of Man, unless your policy documents say otherwise.

#### **KEY EXCLUSIONS**

- Any excess, which is the amount you'll have to pay towards a claim. Your policy documents show where these apply.
- Loss of market value of the insured goods or property, beyond the cost of repair, replacement or reinstatement.
- Terrorism, unless you have specifically selected the option of terrorism cover.
- Wear, tear and gradual deterioration, and faulty or defective workmanship.
- Loss or damage arising from cyber attacks or cyber terrorism, including hacking, phishing and denial of service.

- You can pay your premium annually or credit card. Or you can pay
- changes to your policy.

Your policy will normally run for 12 months. The start and end date of your insurance cover will be stated in your policy schedule. The policy is renewable each year.

- claim, we'll refund part of your premium in most cases.

### YOUR OBLIGATIONS

- All insurance policies include terms and conditions, which you need to comply with. You'll find these in your policy documentation, and we've provided a summary here:
- 1. Tell us of any changes affecting vour business. If vou're unsure whether we need to know about a particular change, tell us anyway and we'll let you know if it affects your insurance.
- 2. Pay the premium, and tell us about any incidents that may lead to a claim as soon as possible.
- 3. Your premium is based on estimates you've provided. You must ensure these are based on reasonable and objective grounds, according to established commercial practices.
- 4. You must take reasonable steps to:
  - prevent any accidents, injury, loss or damage
  - protect your property and maintain it in good condition
  - take reasonable care in recruiting and supervising employees.
- 5. There are some high risk sites and activities that we do not insure. Your agent will ask you about your business operations and you must provide full details.

### PRIVACY POLICY

To find out more about how we use your personal information and your rights, please view the privacy policy on our website.

### THE NEXT STEP

For more information on how NFU Mutual can help your farm business, please call us for a conversation or to arrange a face to face meeting.

We recommend you keep this brochure with your policy documents for future reference.

We're here to support all farmers and growers across the UK.

If you'd like this document in large print, braille or audio, just contact us.

Here are our details

nfumutual.co.uk/farming



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