

Policy Summary



Countryside Liability

This policy provides cover in respect Employer's Liability and Public & Products Liability. 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

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

Compliance Officer

AIUA, The Hamlet, Hornbeam Park, Harrogate, North Yorkshire, HG2 8RE
T: 0344 346 0411 Email: reception@aiua.co.uk

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

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

The Financial Ombudsman Service (FOS)

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

Full details of our complaints procedure are in your policy booklet

The Financial Services Compensation Scheme

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

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

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

AIUA

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