



HORTICULTURAL POLICY SUMMARY

What is a Policy Summary?

This document provides key information about Insurers and the insurance cover provided by your Horticultural Policy. **This summary does not describe all the terms and conditions of your Policy** so please take time to read the Policy document to make sure you understand the cover it provides.

A copy of the Policy wording will be provided on request.

If you have any questions please contact your Insurance Broker.

Insurers

This insurance is underwritten by Certain Underwriters at Lloyd's. You will be provided with details of the participating Syndicates, upon request.

Quotation

You should discuss with your Insurance Broker exactly what your insurance needs are. You will then be provided with a written quotation based on the information provided. Underwriters will insure only those Sections you request and they agree to insure. The quote you receive should give a breakdown of the total price as well as any related fees, charges, expenses, commissions and taxes applicable. The quotation will be valid for a specified period. Under some circumstances, your Insurance Broker may make some additional charges during the life of the policy – please check with your Insurance Broker for details.

Duration of Contract

Your insurance will be effective for twelve months from the start date unless we agree otherwise, in writing. We strongly urge you to review your sums insured each year to ensure you have adequate cover in place.

Cancellation

Underwriters can cancel the insurance by giving you seven days notice by registered letter to your last known address - any return premium due to you will be a pro rata basis providing no claims have occurred in the current period of insurance. You can also cancel this insurance at any time by writing to your Insurance Broker – any return premium due to you will depend on how long the insurance has been in force and whether you have made a claim.

Law Applicable

Unless another law is agreed in writing, this insurance shall be governed by the laws of England.

Complaints Procedure

Any enquiry or complaint should in the first instance be addressed to your Broker. If you are unable to resolve the matter and want to make a formal complaint, you can do so at any time by referring the matter to Lloyd's Policyholder & Market Assistance team at

Email: complaints@lloyds.com

Telephone: +44 (0) 20 7327 5693

Fax: +44 (0) 20 7327 5225

Address: Policyholder & Market Assistance, Market Services, One Lime Street, London EC3M 7HA:

Details of Lloyd's complaints procedures are set out in a leaflet 'Your Complaint – How We Can Help' available at www.lloyds.com/complaints and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London. E14 9SR

These procedures do not affect your right to take legal action if necessary.

Compensation

Underwriters at Lloyd's are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if an Underwriter at Lloyd's is unable to meet its obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

Claims service

In the first instance, you should contact your Insurance Broker who will provide a claim form for completion and advise you how to proceed. If you are unable to contact your insurance broker please contact BIB Underwriters Limited's Claims Team, 2nd Floor, Pioneer House, Pioneer Court, Morton Palms, Darlington, County Durham, DL1 4WD. Tel. No. 01325 385300. Fax No. 01325 253967.

Your duties include:-

- i. informing your Insurance Broker of any change in circumstances that could materially affect your insurance.
- ii. keeping the sums insured at a level which represents the full value of the property.
- iii. taking reasonable steps to prevent loss, damage or an accident and keeping the buildings in a good state of repair.
- iv. notifying your Insurance Broker of any claim or possible claim under this insurance within 30 days.
- v. providing underwriters with any information they may reasonably require including proof of ownership or value and, in respect of liability, any letter, writ, summons or other legal document you may receive.
- vi. not admitting liability or offering or agreeing to settle any claim without underwriters' written permission.
- vii. not acting in a fraudulent manner. For example, by making a claim under this insurance knowing it to be fraudulently exaggerated in any respect.
- viii. informing the police:
 - a) as soon as possible following malicious acts, violent disorder, riots, theft, attempted theft or lost property and
 - b) within 24 hours of discovery in respect of loss of money.
- ix. observe and fulfil the terms, conditions and exceptions of this policy as noted in the policy wording and schedule of insurance.

If you fail to comply with any of the above duties this insurance may become invalid.

B I B Underwriters Ltd. The Horticultural Scheme

Underwritten at Lloyd's

For over 25 years **BIB Underwriters Ltd** have been providing specialist insurance solutions to brokers and intermediaries throughout the UK. The Horticultural scheme, developed in partnership with various syndicates at Lloyds has been designed as a combined policy offering a wide range of covers appropriate for garden centre and nursery owners.

Covers available include:

- **Material damage on buildings, stock & contents**
- **Business Interruption**
- **Employers Liability**
- **Public & Products Liability**
- **Hired in & Own Plant**
- **Office equipment**
- **Personal Accident Section**
- **Goods in Transit**
- **Money**
- **Commercial All Risks**

A policy which can cater for a varied selection of related occupations including:

- **Growers and Horticultural Nurseries**
- **Garden Centres**
- **Can include Play areas or Food/Refreshment facilities**
- **Work away from premises for Domestic or Commercial Landscapers**
- **Office Plant supplies & Garden Maintenance.**

Additional policy discounts available for

- **Good claims experience**
- **Voluntary excesses**
- **Restricted perils**

Section 1 – Property

Loss or Damage to Buildings, Contents, Stock, Growing Crops, Fixtures & Fittings and Property in the Open. A wide choice of perils including storm damage to glasshouses and theft of property in the open (subject to forcible & violent entry / exit). Cover includes storm damage to poly tunnel framework.

Includes reasonable Debris Removal costs, Professional fees incurred in reinstatement of property.

Perils	Terms, Limits & Benefits
<ol style="list-style-type: none"> 1. Fire, Lightning, Explosion, Aircraft, Earthquake & Smoke. 2. Riot, Civil Commotion, Political Disturbances & Malicious Damage. 3. Burst Pipes & Tanks. Impact with building from any cause. 4. Storm, Tempest or Flood (including Hail or Weight of snow). 5. Theft or attempted Theft involving forcible and violent entry to and / or exit from the premises. 	<ul style="list-style-type: none"> ➤ Cover for additional items of property or additions or extensions to existing property for an additional amount not exceeding 25% of the total sum insured on all property at each location and only up until the following renewal when sums insured should be updated upon your disclosure. ➤ Cover provided for property whilst temporarily removed at markets, showgrounds or sales within the territorial limits. ➤ Cover provided for fixed glass and framework forming part of the premises provided that such damage has arisen as a result of or in connection with theft or attempted theft. ➤ Cover provided for replacement of locks up to a limit of £500 following theft or attempted theft provided that the keys are not kept in the vicinity of the safe or in the same premises if not occupied by an authorised employee overnight. ➤ Basis of settlement (either reinstatement or modern materials) chosen by you in the event of a total loss following an insured event. ➤ Cover provided for reinstatement of data up to a limit of £2,500. ➤ Cover provided for computer records, documents, manuscripts and business books up to £25,000 limit ➤ Directors', partners', employees' and visitors' effects for an amount not exceeding £300 per person ➤ Wines, spirits, cigarettes and tobacco held for business entertainment purposes up to a limit of £500 unless specifically advised to underwriters. ➤ Glasshouses & their contents/stock + contents/stock in open £500 minimum excess per location (dependent on risk). ➤ £500 minimum excess dependent on risk. Excludes Theft NOT involving forcible or violent entry or exit from the premises/buildings. ➤ Unexplained disappearance is excluded. ➤ £500 excess for all perils except Fire, Lightning, Aircraft, Earthquake, Explosion & Smoke (where a Nil excess applies).

Section 2 – Employers Liability

Cover for all sums which you shall become legally liable to pay as damages in respect of injury sustained within the territorial limits during the period of insurance by any employee caused and arising out of and in the course of employment by you in connection with the business.

Terms, Limits & Benefits

- £10m Limit of indemnity inclusive of legal costs (but reduced to £5 million in respect of terrorism and asbestos).
- Defence costs for representation at a coroner's inquest, fatal enquiry or proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty is included subject to the limit of indemnity.
- Compensation for court attendance is included up to a £100 per director or partner per day and up to £50 per employee per day**.
- Unsatisfied court judgements extension included as standard.
- Offshore exclusion.
- Liquidated damages excluded.
- Legal expenses including Corporate Manslaughter up to £1m.

<p>Section 3 – Public / Products Liability Cover for all sums which you shall become legally liable to pay as compensation in respect of</p> <ul style="list-style-type: none"> - accidental death of or bodily injury to any person. - accidental loss of or damage to material property. - accidental obstruction, trespass, nuisance or interference with any right of way, light, air, water or easement. - wrongful arrest or malicious prosecution <p>happening in connection with the business and occurring during the period of insurance.</p>	
<p>Terms, Limits & Benefits</p> <ul style="list-style-type: none"> ➤ £1m, £2m or £5m limit of indemnity inclusive of legal costs. ➤ £1m limit of indemnity re: pollution (sudden & unforeseen). ➤ Can include play areas & food/refreshment facilities. ➤ Option to include 'work away' from premises. Basic property damage excess: £250. ➤ Offshore exclusion. ➤ Liquidated damages excluded. ➤ Terms in respect of use of heat and welding equipment - please ask your insurance adviser or refer to the full policy wording. ➤ Asbestos related claims exclusion. ➤ Terrorism exclusion. ➤ Defence costs for representation at a coroner's inquest, fatal enquiry or proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty is included subject to the limit of indemnity. ➤ Compensation for court attendance is included up to a £100 per director or partner per day and up to £50 per employee per day. ➤ Unsatisfied court judgements extension included as standard. ➤ Legal expenses including Corporate Manslaughter up to £1m. 	
<p>Section 4 – Money Loss of or damage to money during the period of insurance</p> <ul style="list-style-type: none"> - in transit. - in the custody of collectors for 24 hours from the time of receipt or until the next working day whichever is the later. - at the insured premises. - deposited in a bank night safe until removed by a bank official but only up to the limit any one loss specified by you and agreed by us. 	
<p>Perils All risks (with certain exclusions - please refer to the policy wording)</p>	<p>Terms, Limits & Benefits</p> <ul style="list-style-type: none"> ➤ Damage to clothing and personal effects belonging to any principal or employee of the insured following robbery or any attempted robbery up to a limit of £500 per person. ➤ Cover available whilst overnight in a safe or strongroom subject to satisfactory safe details being disclosed to underwriters. ➤ Cover available for money during the day and whilst in transit subject to limits - please refer to the policy wording for terms and conditions. ➤ Automatic assault cover included as standard - £10,000 in respect of Death and Permanent Total Disablement & £100 per week in respect of Temporary Total Disablement up to a maximum period of 104 weeks.
<p>Section 5 – Business Interruption Consequential loss resulting from the interruption, or interference with the business at the premises in consequence of damage by any of the insured perils occurring during the period of insurance at the premises to property used by you for the purposes of the business.</p>	
<p>Perils To follow section 1 unless specifically advised to us by you</p>	<p>Terms, Limits & Benefits</p> <ul style="list-style-type: none"> ➤ Option to select cover on the basis of Gross Profit, Loss of Revenue or Increased Cost of Working Only. ➤ Utilities & Book Debts cover available. ➤ Cover available for property whilst at customers or suppliers premises at your request.
<p>Section 6 – Accidental Breakage of Glass</p>	
<p>Perils Accidental breakage of glass</p>	<p>Terms, Limits & Benefits</p> <ul style="list-style-type: none"> ➤ First loss limit: £1,000, £2,000 or £5,000. ➤ Option to include plastic/neon signs. ➤ Cover includes damage or loss of stock as a consequence of glass breakage up to a limit of £1,000. ➤ A £50 excess applies to this section.
<p>Section 7 – Goods in Transit Loss of or damage to property which takes place during the period of insurance and which is caused by an insured peril whilst being</p> <ul style="list-style-type: none"> - loaded on - carried on - unloaded from <p>any vehicles belonging to on loan to or on hire to you anywhere within the territorial limits.</p>	
<p>Perils All risks whilst in transit within the territorial limits (and subject to certain exclusions as per the policy wording)</p>	<p>Terms, Limits & Benefits</p> <ul style="list-style-type: none"> ➤ Sheets, tarpaulins, ropes, chains and pallets are covered up to a £1,000 limit. ➤ Driver's (and mate's if applicable) personal effects covered up to a limit of £250 per person. ➤ Accidental costs of re-loading, transferring to another conveyance or debris removal as a result of an accident up to £1,000. ➤ Legal liability only cover available for incidental haulage. ➤ Excludes loss or damage to any goods in any unattended vehicle overnight unless the vehicle is garaged ➤ A £50 excess applies to this section.

Section 8 – Personal Accident (Individuals)

In the event of an insured person sustaining injury during the period of insurance we will pay the sum or sums specified in the table of benefits to you or other person or persons entitled thereto multiplied by the number of "capital units" or "weekly units" requested by you and agreed by us at inception of the policy.

Terms, Limits & Benefits

- Selected benefits for named individuals.
- Scale of benefits depending upon level of disability published in the policy booklet.
- You choose the level of benefits that you require up to a maximum of £200,000 (£10,000 per unit) for Death & Permanent Total Disablement and £500 (£25 per unit) per week in respect of Temporary Total Disablement.
- Medical Expenses provided up to 15% of any claim.
- Maximum aggregate limit of £250,000 for any claim arising from persons travelling in the same aircraft.
- Cover available for persons aged 16 - 70 years old.
- Excludes cover whilst participating in certain activities or resulting from certain injuries and diseases- please ask your insurance adviser or refer to the policy wording.
- A 7 day excess period applies to this section in respect of any weekly benefits payable.

Section 9 – Personal Accident (Employees)

In the event of an insured person sustaining injury during the period of insurance we will pay the sum or sums specified in the table of benefits to you or other persons entitled thereto in accordance with the limits specified by you and agreed by us.

Terms, Limits & Benefits

- Selection of benefits available – please ask your insurance adviser for more details.
- Cover available for persons aged 16-65 years old.
- Agricultural Wages Board cover available.
- Weekly benefits payable for 52 weeks only.
- Excludes cover whilst participating in certain activities or resulting from certain injuries and diseases- please ask your insurance adviser or refer to the policy wording.
- Medical Expenses provided up to 15% of any claim.
- Maximum aggregate limit of £250,000 for any claim arising from persons travelling in the same aircraft.

Section 10 – Commercial All Risks

Accidental loss of or damage to items covered under this section of the policy occurring during the period of insurance within the territorial limits including in the course of transit within the territorial limits

Perils All risks (with certain exclusions - please refer to policy wording).	Terms, Limits & Benefits <ul style="list-style-type: none"> ➤ Office contents, business equipment, etc. ➤ Theft excluded unless accompanied by forcible and violent entry to and / or exit from the premises. ➤ New for Old cover. ➤ A £50 excess applies, but £100 in respect of theft from unattended vehicles. Theft cover from unattended vehicles is subject to all points of access being closed and locked.
--	---

Section 11 – Horticultural & Hired In Plant

The insured's liability for damage and loss of hire charges as defined in the terms of a hiring agreement (but not a hire purchase agreement) in respect of plant hired to You and used in the course of the Business whilst in the territorial limits up to an agreed limit of liability.

Perils All risks (with certain exclusions - please refer to policy wording).	Terms, Limits & Benefits <ul style="list-style-type: none"> ➤ Loss of hire charges included up to 3 months from the date of loss or damage. ➤ Excludes watercraft. ➤ A £100 excess or 5% of the total claim applies, whichever is the greater.
--	--

Section 12 – Deterioration of Frozen Food

Loss of or damage to the stock of food kept in the Insured's deep freeze cabinet(s) resulting from

- inherent defect of the plant
- action of escaping refrigerant fumes, or
- accidental failure of electricity or gas supplies.

Terms, Limits & Benefits

- **Subject to details of the make, model and age of the freezer cabinets being disclosed to underwriters and a satisfactory maintenance agreement being in force.**
- A £25 excess applies to this section.

This policy is designed to cover you for unfortunate events that are unforeseen and occur despite your best endeavours to prevent and minimise loss or damage. Although we aim not to apply onerous terms and conditions, you should refer to the full policy wording or ask your insurance advisor for full details of the cover provided. We pride ourselves on our levels of customer service and our willingness to be flexible and sensitive to every individual policyholder's requirements. As a consequence, if any of the limits of cover or exclusions are not appropriate for your individual circumstances we are willing to try and accommodate you in every way possible.

Visit our website at:
www.bibu.co.uk

To receive more detailed information regarding this or any of the other policies offered by **B.I.B. Underwriters Ltd**, please contact your insurance advisor.

BIB Underwriters Ltd. 2nd Floor, Pioneer House, Pioneer Court, Morton Palms, Darlington, Co Durham, DL1 4WD
 Tel: 01325 385300 Fax: 01325 254424 email: uw@bibinsurance.co.uk

BIB Underwriters Ltd is authorised and regulated by the Financial Conduct Authority, firm reference number: 309398