

FarmWeb Combined Insurance

Notice to Policyholder

NIG FarmWeb continually reviews its product offerings to ensure the cover provided is competitive in an ever changing market. We have therefore taken this opportunity to update the FarmWeb Combined Policy wording to reflect the inclusion of Environmental Statutory Clean Up Costs to our Public Liability Section.

This notice is to advise you of this change, which takes effect from the renewal / inception date shown in your documentation. Please read the changes shown below carefully and contact your insurance intermediary should you have any questions.

Public Liability:

We have added – Special Extension applicable to Section 5

R Environmental Statutory Clean Up Costs Extension

This Section extends to indemnify the Insured against all sums including Regulatory Debts which the Insured shall become legally liable to pay in respect of Remediation or Clean Up costs arising from Environmental Damage caused by Pollution or Contamination where such liability arises under an environmental directive statute or statutory instrument

Provided always that:

- a liability arises from Pollution or Contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one Period of Insurance provided that all Pollution or Contamination which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
- b The Company's liability for all damages (including interest thereon and inclusive of all costs and expenses payable) under this Extension in respect of any one Occurrence or series of Occurrences arising out of any event and in the aggregate in any one Period of Insurance shall not exceed £1,000,000
- c The Company's liability (inclusive of all costs and expenses payable) under this Section in respect of any one Occurrence or series of Occurrences arising out of any event and in the aggregate shall not exceed the Pollution Indemnity Limit stated in the Schedule
- d The Company shall not be liable in respect of:
 - i Remediation or Clean Up costs for damage to the Insured's land premises watercourse or body of water whether owned leased hired tenanted or otherwise in the Insured's care custody or control
 - ii primary complementary or compensatory Remediation costs for Damage to the Insured's land premises watercourse or body of water whether owned leased hired tenanted or otherwise in the Insured's care custody or control
 - iii removal of any risk of an adverse effect on human health on the Insured's land premises watercourse or body of water whether owned leased hired tenanted or otherwise in the Insured's care custody or control

- iv costs in achieving an improvement or alteration in the condition of the land atmosphere or watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
- v costs for prevention of imminent threat of Environmental Damage where such costs are incurred without there being Pollution or Contamination caused by a sudden identifiable unintended and unexpected incident
- vi costs for the reinstatement or reintroduction of biota special species and natural habitats
- vii fines or penalties of any kind

For the purposes of this Extension, the following definitions apply:

Environmental Damage

Impact on biodiversity – land, air, water, groundwater, drinking water supplies and fish, wildlife, biota (combined flora and fauna) and their habitats, excluding special species and natural habitats.

Regulatory Debts

Clean Up costs for Remediation of Insured's own sites and Third Party sites

Clean Up

Clean Up shall mean:

- a Testing for or monitoring of Pollution or Contamination
- b Cleaning up removing containing treating detoxifying or neutralising Pollution or Contamination

Remediation

Remedying the effects of Pollution or Contamination