

# Farm Combined Insurance

## Notice to Policyholder

NIG/FarmWeb continually reviews its product offerings in our aim to ensure the cover provided is competitive in an ever changing market. We have therefore taken this opportunity to update the Farm Combined Policy Booklet to reflect changes to our basic cover.

This notice is to advise you of the updates. Please read the changes in your updated Policy Booklet carefully and contact your insurance intermediary should you have any questions.

The Policy Booklet has been redrafted / updated, though the cover provided is broadly as before.

The changes are summarised as follows:

### General Definitions, Conditions, Exclusions, Claims Conditions and Basis of Cover

The most significant changes have been:

- To remove all references to warranties in favour of a conditions precedent based wording, i.e. NIG/FarmWeb will not bar a claim simply because the risk was increased and may only bar the element of the claim that was due to non-compliance.

The policy can still be voidable due to misrepresentation or cease to be in force due to change of risk or interest, in accordance with the General Conditions.

- To amend the basis of cover (where stated) to reinstatement. Please check your sums insured are appropriate for this basis of cover. If in doubt, contact your insurance intermediary.
- That any endorsements or clauses applied to your Schedule will have been amended to ensure consistency with the new updated wording. Please check your Schedule in full. If in doubt, contact your insurance intermediary.

### General Definitions

- Business definition updated
- Damage definition updated
- Schedule definition added
- Sum Insured definition added
- Vacant or Disused definition added

### General Conditions

- Reasonable Precautions updated
- Change of Risk or Interest updated

### Claims Conditions

- Action by the Insured updated
- Warranties replaced with Conditions Precedent

### General Exclusions

- War, Government Action and Terrorism updated
- Date Recognition updated and includes Date Recognition Computer Equipment

### Material Damage

- Definitions placed in alphabetical order
- Buildings definition updated
- Construction definition added
- Glass definition added
- Perils definitions updated
- Plant, Machinery and Trade Fixtures definitions updated, now treats cattle passports similarly to documents, manuscripts and business books
- Property Insured definition added
- Rent definition updated
- Sanitary Ware definition added
- Stock in Trade definition updated
- Tenants' Improvements definition updated
- Professional Fees extension (A) updated
- Underground Services extension (B) updated
- Clearing of Drains extension (C) updated, £10,000 limit removed
- Mortgagees etc. extension (G) updated
- Subrogation Waiver extension (H) updated
- Capital Additions extension (I) updated, limit amended from 15% of the total sum insured for property to £500,000 any one premises
- Temporary Removal extension (K) updated, theft or attempt thereof no longer excluded but has a limit applying to such of 15% of the sum insured or £50,000 in the aggregate (whichever is the less)
- Fire Brigade and Rescue Services Damage to Grounds extension (L) updated
- Damage to Framework (Glass) extension (O) updated, all risks with £250 excess applicable
- Fire Extinguisher Costs extension (P) updated, now extended to include security equipment expenses, extension limit £25,000
- Clear Up Costs (Own Property) extension (R) updated
- Loss of Metered Water extension (T) updated, limit increased from £5,000 to £10,000
- Inadvertent Omission extension (U) limit increased from £250,000 to £500,000
- Dumping and Fly Tipping extension (V) updated, limit increased from £5,000 to £10,000
- Cost of Fallen Tree Removal extension (W) limit increased from £1,000 to £2,500
- Theft Damage to Buildings extension (X) updated
- Calor Gas extension (Y) updated
- Unauthorised Use of Gas, Water or Electricity extension (Z) updated
- Fuel Tanks and Contents extension (AA) updated, limit increased from £5,000 to £7,500

- Contract Works extension (AB) updated, limit increased from £100,000 to £250,000
- Hired in Plant extension (AC) updated
- Temporary Removal (Cleaning, Renovation or Repair) extension (AD) added
- Exhibitions and Trade Shows extension (AE) added, limit 15% of the sum insured or £50,000 in the aggregate (whichever is the less)
- Loss of Rent extension (AF) added
- Loss Minimisation and Prevention Expenditure extension (AG) added, limit £25,000
- Optional - Any Accidental Cause extension (AH) can be added (if and when selected - refer to schedule)
- Reinstatement Basis of Settlement clause has been updated to be the standard default basis
- Average has been moved to be expressed as a clause
- Index Linking has been updated and moved to be expressed as a clause
- Extensions clause updated
- Modern Materials has been moved to be expressed as a clause (where applicable)
- Intruder Alarm condition added (if and when applicable - refer to schedule)
- Excess updated
- Loss of market etc. - exclusion updated
- Damage to any part of any electrical plant etc. - exclusion updated
- Showcases etc. - exclusion updated
- Loss insured by a fidelity guarantee insurance - exclusion added
- Any claim for which more specific insurance applies under any of sections 12 or 13, of this policy - exclusion added
- Basis of Cover options updated (as applicable)
- Loss of Forced Sale of Dairy Cows limit increased from £1,000 to £2,500
- Updated standard extensions A to F, so that they now read as:
  - A Unspecified Suppliers
  - B Unspecified Customers
  - C Storage Sites
  - D Property in Transit
  - E Contract Sites
  - F Denial of Access
- Unspecified Suppliers extension (A) updated, includes suppliers of the Insured's suppliers
- Unspecified Customers extension (B) updated, includes customers of Insured's customers
- Accidental Failure of Public Supply extension (G) updated to include telecommunications, extension limit £25,000 with indemnity period limited to 3 months. The extension excludes any failure which does not involve a cessation of supply for at least 4 consecutive hours in respect of electricity, gas or water and 12 consecutive hours in respect of telecommunications
- Agricultural Vehicle extension (H) updated, previously extension (F), limit increased from £25,000 to £50,000
- National Lottery extension (I) added
- Public Emergency extension (J) added
- Closure extension (K) added, limit £50,000
- Disease extension (L) added, being human notifiable diseases, limit £50,000
- Bomb Scares extension (M) added, limit £50,000
- Essential Personnel extension (N) added, limit £25,000
- Exhibition Expenses extension (O) added, limit £25,000
- Cattle Passports extension (P) added
- Departmental clause updated
- Renewal Clause (applicable to Estimated Gross Profit or Estimated Gross Revenue or Estimated Gross Rentals) added
- Standing Charges (applicable to Estimated Gross Profit) clause added
- Premium Adjustment Clause (applicable to Estimated Gross Profit or Estimated Gross Revenue or Estimated Gross Rentals) added
- Reinstatement of Losses clause added
- Alternative Trading clause added
- Index Linking clause added
- Value Added Tax clause added
- Loss for which more specific insurance applies under any of sections 12 or 13, of this policy, exclusion added

### Business Interruption

- Declaration Linked cover with automatic Day One uplift up to 133.33% of Estimated Gross Profit, Estimated Gross Revenue or Estimated Gross Rentals, sum insured (as applicable)
- Definitions placed in alphabetical order
- Estimated Gross Profit definition added
- Estimated Gross Revenue definition added
- Estimated Gross Rentals definition added
- Gross Profit definition added
- Gross Revenue definition updated
- Outstanding Debit Balances definition updated
- Perils definitions updated
- Rate of Gross Profit definition added
- Uninsured Working Expenses definitions added

## Livestock

- Opening paragraph of cover updated
- Definitions placed in alphabetical order and located at the start of the section, previously they were noted within individual extensions
- Damage definition updated
- Perils definitions updated
- Premises definition updated
- Scheme definition updated
- Swill or Waste Food definition updated
- Test definition updated
- Vet's Fees now noted as extension (A), limit increased from £500 to £750
- Knacker or Renderer now noted as extension (B), limit increased from £300 per animal (subject to £1,000 in any one Period of Insurance), to now read £350 per animal (subject to £2,500 in the aggregate in any one Period of Insurance)
- Advertising and Reward now noted as extension (C)
- Rescue or Recovery now noted as extension (D)
- Working Dogs extension (E) added, limit £3,000 in respect of any one (active) animal
- Loss Minimisation and Prevention Expenditure extension (F) added, limit £25,000
- Optional Extensions - Livestock Disease/Mortality Covers (G) have been moved and updated
- Average has been moved to be expressed as a clause and has been updated
- Reinstatement of Loss has been moved to be expressed as a clause and has been updated
- Changes in Herd clause has been moved and updated
- Guaranteed Renewal clause has been moved and updated
- Aggregate Payments for Extensions clause added
- Conditions added to and updated, notably, vets reports need to include cause of loss and valuation for specific diseases, now required where an animals value exceeds £2,500 (previously £1,000)
- Indirect loss exclusion updated, previously titled consequential loss
- Excess removed from exclusions and Excess wording added as a separate entry
- Aujeszky's Disease, Contraction of Swine Vesicular Disease and Swine Fever etc. - exclusions updated and reordered
- Minimum and maximum age range for particular animals and certain Livestock Disease/Mortality Covers - exclusion added

## Employers' Liability, Public Liability & Products Liability

The wording under these sections has been completely redrafted / updated, though the cover provided is broadly as before. The header page for these sections has been removed. Definitions have been moved to individual sections where appropriate.

- Definitions placed in alphabetical order
- Bodily Injury definition updated, mental injury/anguish or nervous shock removed as deemed to be covered under disease/illness

## Public Liability

- Environmental Statutory Clean Up Costs Extension (O) updated
- Moral Compensation extension (P) added, limit £2,500
- Cost of replacing or making good - exclusion updated
- Bodily injury caused to any Employee - exclusion updated
- Damage to property belonging to or in the charge of or under the control of the Insured - exclusion updated
- The ownership possession or use by or on behalf of the Insured etc. - exclusion updated
- Pollution or Contamination, other than that caused by a sudden identifiable, unintended and unexpected incident - exclusion updated
- Pollution or Contamination, occurring in the United States of America etc. - exclusion updated
- Exposure to, inhalation of Asbestos – exclusion added
- Legal liability assumed by the Insured under agreement – exclusion added
- Crop spraying – exclusion updated
- Genetically modified crops or organisms – exclusion updated
- Agricultural contracting (certain types) – exclusion added

## Products Liability

- Advice, design, formula or specification – exclusion updated
- Bodily Injury caused to any Employee – exclusion updated
- Property in the Insured's charge or control – exclusion updated
- Pollution or Contamination, other than that caused by a sudden identifiable, unintended and unexpected incident - exclusion updated
- Pollution or Contamination, occurring in the United States of America etc. - exclusion updated
- Exposure to, inhalation of Asbestos – exclusion added
- Legal liability assumed by the Insured under agreement – exclusion added
- Agricultural contracting (certain types) – exclusion added

### Loss of Business Money

The wording under this section has been completely redrafted / updated, though the cover provided is broadly as before.

- Opening paragraph of cover updated
- Money and Non-negotiable Currency definitions updated
- Damage to Clothing extension (B) updated
- Credit Cards extension (C) updated
- Cattle Passports extension (D) removed, more appropriately noted under Material Damage/Business Interruption sections
- Reinstatement of Losses clause added
- Warranties updated to conditions precedent
- Fraud or dishonesty of any partner etc. – exclusion updated
- Insured by a fidelity guarantee insurance – exclusion updated
- Arising from the use of any form of payment which proves to be counterfeit etc. – exclusion updated
- Territorial Limits – exclusion updated
- Due to errors or omissions etc. – exclusion updated

### Personal Accident (Assault)

- Definitions placed in alphabetical order
- Injury definition updated
- Insured Person definition updated
- Victim Support extension added, limit £40 an hour, £1,000 for an insured person and £5,000 in total for all insured persons
- Conditions updated
- Intentional self-injury etc. – exclusion added
- Intoxicating liquor etc. – exclusion added

### Personal Accident and/or Sickness

The wording under this section has been completely redrafted / updated, though the cover provided is broadly as before. The redraft of the section is to ensure consistency with other similar types of covers operating in other sections of the policy, as well as ensuring clarity of covers, benefits and exclusions.

- Opening paragraph updated to clarify cover being provided for Accident and/or Sickness
- Definitions placed in alphabetical order
- Accident definition updated
- Benefits definition added
- Results definitions are now referred to as Contingencies and have been updated to incorporate Loss of Limbs, Loss of Sight, Permanent Total Disablement, Temporary Total Disablement and Temporary Partial Disablement definitions
- Insured Person definition updated
- Number of Units definition added

- Sickness definition added
- Medical Expenses updated and moved to be noted as an extension. Extension limit now applies of £1,000 in total for all Insured Persons and in total for all claims or series of claims, arising out of any one original Accident or 15% of the total amount payable under the Benefit for Contingency 3 which is applicable when Benefit is payable in respect of Contingency 3
- Benefit Limitations condition updated
- Post Mortem Examination condition added
- Medical Evidence condition added
- Documentation Evidence condition added
- Unspecified Employees sickness - exclusion added
- Winter sports etc. – exclusion updated
- Riding or driving etc. – exclusion updated
- Bodily injury due to any gradually operating cause – exclusion updated
- Bodily injury due to any naturally occurring condition or degenerative process – exclusion added
- Arising from or attributable to a criminal act by the Insured Person – exclusion added
- Insured Person failing to obtain and follow proper medical or surgical advice – exclusion added
- Insured Person being a full time member of the armed forces of any nation or international authority etc. – exclusion added

### Farm Property in Transit

- Definitions placed in alphabetical order
- Farm Property definition updated
- Method of Conveyance definition updated
- Territorial Limits definition updated
- Damage to Packing Materials extension (A) updated, limit £10,000
- Transfer Costs extension (B) updated, limit increased from £2,500 to £10,000
- Reloading Costs extension (C) added, limit £10,000
- Debris Removal Costs extension (D) added, limit £10,000
- Personal Effects extension (E) updated, limit unchanged at £500 per person
- Substituted Vehicles extension (F) updated
- Reinstatement (Tools) Clause added
- Average has been moved to be expressed as a clause
- Reinstatement of Losses has been updated and moved to be expressed as a clause
- Security Measures condition added, previously stated under exclusions
- Good State of Repair condition updated

- Receipt from Carrier condition updated
- Delay, confiscation and requisition etc. – exclusion updated
- Living creatures – exclusion updated
- Depreciation loss etc. – exclusion updated
- Loss insured by a fidelity guarantee insurance – exclusion added
- Any claim for which more specific insurance applies under any of sections 12 and 13, of this policy – exclusion added

#### All Risks on Machinery and/or Apparatus

- Opening paragraph of cover updated
- Definitions placed in alphabetical order
- Geographical Limit definitions updated
- Property Insured definition added
- Vending Machines extension added
- Average has been moved to be expressed as a clause
- Reinstatement Basis of Settlement clause updated
- Reinstatement of Losses clause added
- Theft Protections condition added
- Intruder Alarm condition added
- Property in Transit condition added
- Excess updated
- Preamble to exclusions updated
- Exclusions reordered
- Destruction of or Damage to a building or structure etc. – exclusion updated
- Damage in respect of movable property in the open etc. – exclusion added
- Delay, confiscation and requisition etc. – exclusion updated
- Loss of market etc. – exclusion updated
- Property let out on hire – exclusion added
- Loss insured by a fidelity guarantee insurance – exclusion added
- Any claim for which more specific insurance applies under any of sections 12 and 13, of this policy – exclusion added

#### Deterioration of Frozen Food and/or Refrigerated Food

No changes, section updated to ensure consistency with the rest of the policy wording.

#### Engineering Damage to Machinery and Plant and Engineering Inspection

Sub sections introduced to differentiate between the Engineering Damage and Engineering Inspection covers, as follows:

#### Section 13a : Engineering Damage to Machinery and Plant

This sub section broadly mirrors the section 13 as before, with the following changes:

- Definitions placed in alphabetical order
- References to inspection and inspection authority removed, all references to inspection now appear under sub section 13b
- Warranties replaced with conditions precedent

#### Section 13b: Engineering Inspection

The wording has been redrafted and updated, though the service being provided is broadly as before. This new sub section contains new definitions and clauses, please see below for a summary of these changes, however, for full details please read your Policy Booklet carefully and contact your insurance intermediary should you have any questions.

- Client definition added
- Competent Person definition added
- Fees definition added
- HSB definition added
- HSB Services definition added
- Inspection definition added, previously noted as a clause
- Normal Working Hours definition added
- Plant definition added
- Report definition added
- Statutory Regulations definition added
- Term definition added
- Thorough Examination definition added
- Written Scheme definition added
- Provision of HSB Services clause added
- Client Responsibilities clause added
- Fees clause added
- Term and Termination clause added
- Confidentiality clause added
- Limitation of Liability and Indemnification clause added
- “Force Majeure” clause added
- General clause added

## Commercial Legal Protection

The wording under this section has been completely redrafted / updated, though the cover provided is broadly as before. The redraft of the section is to ensure that you have the most up to date wording which includes updates to existing legislation, regulations or directives (where noted) and to ensure consistency with other similar types of covers operating in other sections of the policy, as well as ensuring clarity of definitions, covers, benefits and exclusions.

- Opening paragraphs updated
- Standard cover limit increased from £100,000 to £150,000
- Definitions placed in alphabetical order
- Aspect Enquiry definition updated
- Costs and Expenses definition updated, now expressly includes Accountant's Costs
- Date of Occurrence definition updated
- Full Enquiry definition updated
- Insured Person definition updated
- Representative definition updated, previously titled Appointed Representative
- Territorial Limit definition updated
- Cover has been amended to Insured Incidents
- Insured Incident 1 a Employment Disputes - the exclusion in relation to legislation governing transfer of business has been updated to: Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005
- Insured Incident 1 b Compensation Awards - compensation awards payable is now updated as, £1,000,000 in the aggregate in any one Period of Insurance
- Insured Incident 1 b Compensation Awards - in exclusion 3 the reference to National Minimum Wage Act 1998 has been updated to National Minimum Wage laws
- Insured Incident 2 Legal Defence has been updated to now include defending the Insured Person's legal rights when dealing with the Environment Agency
- Insured Incident 2 Legal Defence - proviso 2 updated to: At the time of the Insured Incident, the Insured have registered with the Information Commissioner in respect of Insured Incident 2, 1 c
- Insured Incident 3 Bodily Injury updated
- Insured Incident 4 Tax Protection - point a Full or Aspect Enquiries updated
- Insured Incident 4 Tax Protection - point b Tax Intervention Enquiries added
- Insured Incident 4 Tax Protection - proviso 2 updated, limit increased from £2,000 to £5,000 and now includes claims for Tax Intervention Enquiries as well as Aspect Enquiries
- Insured Incident 4 Tax Protection - exclusion 1 updated, the first £500 of Costs and Expenses in each and every claim for Aspect

Enquiries and Tax Intervention Enquiries, are not covered

- Insured Incident 5 Statutory Licence Protection added
- Extensional option Insured Incident 6 Contract Disputes - loan, mortgage etc exclusion has been updated
- Extensional option Insured Incident 6 Contract Disputes – exclusion added, being a dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the dispute starts within the first 90 days of the indemnity provided by this section
- Extensional option Insured Incident 7 Debt Recovery - proviso relating to exhausting all credit control and accounting procedures as declared to DAS has been removed
- Extensional option Insured Incident 7 Debt Recovery - loan, mortgage etc exclusion has been updated
- Extensional option Insured Incident 7 Debt Recovery - exclusion added, being the recovery of money and interest due from another party where the other party intimates that a defence exists
- Extensional option Insured Incident 8 Tenancy Disputes updated - exclusion relating to service charges has been removed
- Conditions Precedent have been added to this section.

An Insured Person must:

- keep to the terms, definitions, conditions and exclusions, of this section;
- notify DAS immediately of any alteration which may materially affect DAS' assessment of the risk;
- take reasonable steps to keep any amount the Company has to pay under this Policy as low as possible;
- try to prevent anything happening that may cause a claim;
- send everything DAS reasonably ask for, in writing; and
- give DAS full details of any claim as soon as possible and give DAS any information DAS need
- The existing conditions for this section have been updated and expanded on. They are broadly as before, for full details please refer to the Policy Booklet. The following are updated or new conditions applicable:
  - Condition 1 b updated
  - Condition 1 c updated
  - Condition 1 d updated
  - Condition 2 c updated
  - Condition 6 updated
  - Condition 9 added: Where there is any conflict between the General Definitions, General Conditions, Claims Conditions or General Exclusions, of this Policy, and the terms, definitions, conditions and exclusions, under this section, the interpretation under this section shall take precedence
- DASBUSINESSLAW added to this section
- DAS Claims and Complaints procedures added to this section



### Uncollected Milk

- Excess removed from exclusions and Excess wording added as a separate entry

### Farm Home

The wording under these sections has been completely redrafted / updated, though the cover provided is broadly as before. The changes have been made to ensure consistency with the policy schedule. The header page for these sections has been removed. Definitions have been moved to individual sections where appropriate. Some extensions have been reordered.

### Farm Home Buildings

- Opening cover paragraphs updated, caravan cover and where appropriate liabilities, now amalgamated under Farm Home Buildings section
- Definitions placed in alphabetical order
- Audio and Visual Equipment definition updated
- Bodily Injury definition updated
- Caravan definition now incorporated within section and updated
- Credit Cards definition updated
- Description of Use in relation to caravan now incorporated within the section and updated
- Glass definition added
- Home definition updated
- Insured definition updated
- Occurrences definition in relation to liabilities now incorporated within the section and updated
- Perils definitions updated
- Optional – Any Accidental Damage Cover now stated as a peril and updated
- Personal Money definition updated
- Property definition added
- Property Insured definition added
- Rent definition added
- Sanitary Ware definition added
- Unoccupied definition updated, now incorporates previous unfurnished definition
- Additional Expenses extension (A) amended and updated to Professional Fees and no longer includes Debris Removal (see extension (C))
- European Union and Public Authorities extension (B) added - limits applicable: property subject to Damage, its Sum Insured and in respect of portions of the property not subject to Damage, 15% of the total amount for which the Company would have been liable had the property been wholly destroyed

- Cost of Debris Removal extension (C) - limit for any item, will in no case exceed the Sum Insured for that item. However, the Company will pay up to £50,000 in addition to the Sum Insured under this extension in respect of the removal of asbestos debris
- Underground Services extension (D) updated - this was previously Pipes and Cables extension (B)
- Clearing of Drains extension (E) updated - limit unchanged at £10,000
- Other Interests and Non-Invalidation extensions (F) and (G), respectively, are unchanged but have moved from their previous sequence of extensions (D) and (E)
- Contracting Purchaser's Interest extension (H), previously extension (F) During Sale, has been updated and moved sequence
- Mortgagees / Freeholders / Lessors extension (I), previously extension (G) Mortgagees Leaseholder Lessee or Occupier, has been updated and moved sequence
- Fire Brigade and Rescue Services Damage to Grounds extension (J), previously extension (H) Fire Brigade Damage to Grounds, updated and moved sequence but with limit unchanged at £25,000
- Lock Replacement extension (K), previously extension (I), updated and moved sequence but with limit unchanged at £25,000
- Glass extension (L), previously extension (J) Glass and Sanitary Ware, updated and moved sequence
- Clear Up Costs (Own Property) extension (M), previously extension (G) Clear Up Costs (Own Property), updated and moved sequence but with limit unchanged at £25,000
- Trace and Access extension (N), previously extension (L), updated and moved sequence but with limit unchanged at £25,000
- Loss of Metered Water extension (O), previously extension (M), updated and moved sequence with limit increased from £5,000 to £10,000
- Plumbing Installations extension (P), previously extension (N), updated and moved sequence
- Theft Damage to Buildings extension (Q), previously extension (O), updated and moved sequence
- Unauthorised Use of Gas, Water or Electricity extension (R), previously extension (P), updated and moved sequence but with limit unchanged at £25,000
- Loss of Rent extension (S), previously extension (Q) Rent and Alternative Accommodation, updated and moved sequence with limit increased from 20% of the Sum Insured on Buildings to 25%
- Contract Works extension (T), previously extension (R), updated and moved sequence but with limit unchanged at £100,000
- Hired in Plant extension (U), previously extension (S), updated and moved sequence but with limit unchanged at £10,000
- Cost of Fallen Tree Removal extension (V), previously extension (T), updated and moved sequence but with limit unchanged at £1,000
- Calor Gas extension (W), previously extension (U), updated and moved sequence

- Home and Caravan Owner's Liability extension (X) added, this extension incorporates the previous Farm Home Liabilities section, exclusions updated
- Additions extension (Y) added, limit £500,000, any one Premises or 25% of the Buildings Sum Insured, whichever is the lower
- Dumping and Fly Tipping extension (Z) added, limit £10,000 with a £250 excess applicable
- Security Upgraded Following Peril 8 Theft extension (AA) added, limit £5,000 with a £250 excess applicable
- Caravan Additional Costs extension (AB) added, incorporated from caravan section, broadly the same as previously
- Caravan Alternative Accommodation extension (AC) added, incorporated from caravan section, broadly the same as previously
- Caravan Hiring Charges extension (AD) added, incorporated from caravan section, broadly the same as previously
- Extension clause title amended to Aggregate Payments for Extensions and clause updated
- Index Linking has been moved from a condition to a clause and updated to exclude any caravan insured under the section, to reflect the existing schedule
- Reinstatement Basis of Settlement clause added
- Reinstatement of Losses clause added
- Caravan Repairs clause added, incorporated from caravan section, broadly the same as previously
- Average clause added
- Sum Insured condition updated
- Thatched Property condition added
- Chimney Sweeping condition added
- Holiday Accommodation condition added
- Caravan Alternative Accommodation and Hiring Charges condition added, incorporated from caravan section, broadly the same as previously
- Theft of Caravans condition added, incorporated from caravan section, broadly the same as previously
- Excess updated
- Peril 4 Malicious Persons - exclusions updated
- Peril 8 Theft or Attempted Theft - exclusions updated
- Exclusions previously applicable to the Caravan and/or Personal Possessions sections, now incorporated under this section, see list below
- Damage to hearing aids and contact lenses etc. – exclusion updated
- Property or legal liability more specifically insured – exclusion updated
- Any wilful or malicious acts by the Insured – exclusion added
- Damage caused by or resulting from wear and tear, the action of light or atmosphere etc. – exclusion added
- Damage to any item arising from its own mechanical, electrical or electronic breakdown etc. – exclusion added
- Erasure or distortion of information, on computer systems or other records – exclusion added
- Damage by confiscation or detention, by Customs or other officials or authorities – exclusion added
- Damage following dishonesty or fraudulent action by any person lawfully at the Home – exclusion added
- Damage by chewing, scratching, tearing or fouling, by domestic pets – exclusion added
- Damage to Sports Equipment whilst in use – exclusion updated
- Damage to Valuables, Personal Money, Credit Cards, Collections and to Works of Art – exclusion updated
- Property left in an unattended motor vehicle unless certain security measures in place – exclusion updated
- Damage to touring caravan Audio and Visual Equipment – exclusion updated
- Damage to fixed site caravan unfixed contents and Audio and Visual Equipment – exclusion updated
- Damage to the caravan caused by or resulting from riot, civil commotion or strikes etc. – exclusion updated
- Damage to tyres caused by punctures etc. – exclusion updated
- Caravan used as a permanent residence or for any trade business or profession – exclusion added

#### Farm Home Contents

- Opening cover paragraphs updated, personal possessions cover and where appropriate liabilities, now amalgamated under Farm Home Contents section
- Definitions placed in alphabetical order
- Bodily Injury definition updated
- Buildings definition updated
- Contents definition updated - title changed to Household Contents with numerous inner limits added, these were previously noted as extensions, now being incorporated within the definition:
  - Valuables, Works of Art and Collections, not exceeding:
    - 5%, in respect of any one item or collection; or
    - 30%, in total in respect of all Valuables, Works of Art or Collections,
  - of the Household Contents Sum Insured
  - deeds, bonds, securities or similar private documents (excluding negotiable securities or bonds) not exceeding £5,000 in total (increased from £500 previously)
  - cost of replacing downloaded information on home PC or mobile phone not exceeding £2,000 in total



- computers, software and ancillary office equipment being used in connection with or for the purposes of the Business, not exceeding £5,000 in total
  - Personal Money, not exceeding £2,500 in total (increased from £1,000 previously)
  - Credit Cards not exceeding £2,500 in total (increased from £2,000 previously)
  - Pedal cycles
  - Credit Cards definition updated
  - Glass definition added
  - Home definition updated
  - Occurrences definition in relation to liabilities now incorporated within the section and updated
  - Perils definitions updated
  - Optional – Any Accidental Damage Cover now stated as a peril and updated
  - Personal Money definition updated
  - Personal Possessions definition updated
  - Property definition added
  - Property Insured definition added
  - Sanitary Ware definition added
  - Sports Equipment definition updated
  - Territorial Limits definition updated
  - Unoccupied definition updated, now incorporates previous unfurnished definition
  - Previous extensions (A) Valuables, Works of Art or Collections, (B) Personal Money and Credit Cards and (G) Documents, now incorporated in Household Contents definition
  - Lock Replacement extension (A), previously extension (C) Theft of Keys, updated and moved sequence, limit unchanged at £25,000
  - Property in Open extension (B), previously extension (D) Contents in the Open, updated and moved sequence, limit increased from £2,500 to £3,000
  - Garden Cover extension (C), previously extension (O), updated and moved sequence, limit increased from £1,000 to £5,000 with a maximum £500 limit any one plant
  - Outbuildings Cover extension added, this was previously noted as a condition, updated and sequence moved, limit increased from £2,000 to £3,000
  - Property in Motor Vehicles extension has been moved from a condition to a clause and updated, incorporated from personal possessions section, broadly the same as previously
  - Loss of Rent extension (F), previously extension (E) Rent and Alternative Accommodation, updated and moved sequence but with limit unchanged at £10,000
  - Loss of Oil and Metered Water extension (G), previously extension (F) Oil and Metered Water, updated and sequence moved, limit increased from £5,000 to £10,000
  - Fatal Injury extension (H) updated, limit unchanged at £25,000
  - Deep Freezer Contents extension (I) updated, broadly the same as previously
  - TV and Audio Equipment extension (J) updated, broadly the same as previously
  - Glass extension (K), previously titled Mirrors and Glass, updated, broadly the same as previously
  - Household Contents Temporarily Removed extension (L), previously titled Contents Temporarily Removed, updated, now extends to cover a member of the Insured's family who is attending college, university or boarding school in the United Kingdom, maximum liability shall not exceed 15% of the Household Contents Sum Insured in the aggregate during any one Period of Insurance. The previous limit of 20% of Household Contents Sum Insured applying to the remaining cover in the extension is amended to 25% of the Household Contents Sum Insured in the aggregate during any one Period of Insurance
  - Household Contents Removal extension (M), previously titled Household Removal, updated, broadly the same as previously but now excludes property more specifically insured
  - Tenants Liability extension (N) updated, no longer refers to fixed glass etc as this is covered by extension (K) Glass.
- Exclusions:
- Damage while the Home is Unfurnished or Unoccupied
  - any wilful or malicious acts by the Insured
  - Damage during removal or installation, no longer apply, Limit amended from 20% to 25% of the Household Contents Sum Insured in the aggregate during any one Period of Insurance but now excludes legal responsibility more specifically insured
  - Increased Sums Insured for Christmas and Wedding Gifts extension (O) updated, previously extension (P) titled Christmas and Wedding Gifts, broadly the same as before
  - Liability extension (P) added - this extension incorporates the previous Farm Home Liabilities section, exclusions updated
  - Additions extension (Q) added, limit 25% of the Household Contents Sum Insured
  - Extension clause title amended to Aggregate Payments for Extensions and clause updated
  - Reinstatement Basis of Settlement clause added
  - Index Linking clause added
  - Reinstatement of Losses clause added
  - Sum Insured condition updated
  - Proof of Value condition updated, limit for value increased from £2,500 to £3,000

- Storage of Guns condition title amended to Storage of Licensed Firearms
- Intruder Alarm condition added
- Holiday Accommodation condition added
- Excess updated
- Peril 4 Malicious Persons - exclusions updated
- Peril 5 Storm, Tempest or Flood – exclusions updated
- Peril 8 Theft or Attempted Theft - exclusions updated
- Exclusions previously applicable to the Personal Possessions section, now incorporated under this section, see list below
- Property or legal liability more specifically insured – exclusion updated
- Property left in an unattended motor vehicle unless certain security measures in place – exclusion updated
- Any wilful or malicious acts by the Insured – exclusion added
- Any one article or pair or set of articles – exclusion updated
- Pedal cycles – exclusion updated
- Damage to Sports Equipment whilst in use – exclusion updated
- Damage caused by or resulting from riot, civil commotion, wear and tear, the action of light or atmosphere etc. – exclusions updated, reordered and noted as individual exclusions, e.g. mechanical, electrical or electronic breakdown or derangement – exclusion, personal money – exclusion, credit cards – exclusion and confiscation or detention exclusion now individually noted
- Erasure or distortion of information, on computer systems or other records – exclusion added
- Damage following dishonesty or fraudulent action by any person lawfully at the Home – exclusion added
- Damage by chewing, scratching, tearing or fouling, by domestic pets – exclusion added
- Preferred Law Firm definition added
- Reasonable Prospects definition added
- Territorial Limit definition updated
- Cover has been amended to Insured Incidents
- Employment Disputes insured incident updated, broadly the same as previously but now excludes a compromise agreement whilst the Insured Person is still employed
- Contract Disputes insured incident updated, broadly the same as previously but amount in dispute must now exceed £250, previously £100. New exclusion applies in relation to a dispute over the:
  - sale;
  - purchase; or
  - terms of a lease, licence or tenancy,
 of land or buildings (disputes with a professional adviser in connection with these matters are covered)
- Bodily Injury insured incident updated, broadly the same as previously, now titled Personal Injury - however, the previous exclusion relating to an Insured Person's trade, profession etc. has been removed, but exclusions amended and now comprise:
  - any illness or bodily injury, that happens gradually;
  - psychological injury or mental illness, unless the condition follows a specific or sudden accident that has caused physical bodily injury to the Insured Person;
  - defending an Insured Person's legal rights other than in defending a counter-claim; or
  - clinical negligence
- New insured incident added to section, Clinical Negligence – refer to Policy Booklet for full details of cover and exclusions
- Property Protection insured incident updated, broadly the same as previously but amount in dispute must now exceed £250, previously £100. Exclusions added to and updated - the following additional exclusions now also apply:
  - adverse possession (the occupation of any land or building by anyone trying to take possession from the Insured Person or of which the Insured Person is trying to take possession)
  - the enforcement of a covenant by or against the Insured Person
- Tax Protection insured incident updated, broadly the same as previously
- New insured incident applied to section, Jury Service and Court Attendance – refer to Policy Booklet for full details of cover and exclusions
- Legal Defence insured incident updated - any claim for the driving of a motor vehicle by an Insured Person is no longer covered
- New insured incident added to section, Identity Theft Protection – refer to Policy Booklet for full details of cover and exclusions

### Family Legal Protection Cover

The wording under this section has been completely redrafted / updated, though the cover provided is broadly as before. The redraft of the section is to ensure that you have the most up to date wording which includes updates to existing legislation, regulations or directives (where noted) and to ensure consistency with other similar types of covers operating in other sections of the policy, as well as ensuring clarity of definitions, covers, benefits and exclusions.

- Opening paragraphs updated to clarify cover being provided
- Definitions placed in alphabetical order
- Appointed Representative definition updated
- Costs and Expenses definition updated
- Date of Occurrence definition updated
- Identity Theft definition added
- Insured Person definition updated

- The existing exclusions for this section have been updated and added to - for full details please refer to the Policy Booklet. The following are new exclusions applicable:
  - The exclusion of notifying insured incidents after 180 days after an Insured Person should have known about it has been replaced by:
 

Any claim in which the Insured Person has failed to report to DAS an Insured Incident, within a reasonable time of it happening and, where this failure adversely affects the Reasonable Prospects of a claim or DAS consider their position has been prejudiced
  - Any claim in which the Insured Person may be one of a number of people involved in a legal action resulting, from one or more events arising at the same time or from the same cause which could result in the court making a Group Litigation Order
  - Cost and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry
  - Any claim where the Insured Person is not represented by a law firm, barrister or tax expert
- The existing conditions for this section have been updated and added to, they are broadly as previously - for full details please refer to the Policy Booklet. The following are new conditions applicable:
  - Insured Person's Legal Representation:
    - On receiving a claim, if legal representation is necessary, DAS will appoint a Preferred Law Firm or in-house lawyer as an Insured Person's Appointed Representative to deal with an Insured Person's claim. They will try to settle Insured Person's claim by negotiation without having to go to court.
    - If the appointed Preferred Law Firm or DAS' in-house lawyer cannot negotiate settlement of an Insured Person's claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then an Insured Person may choose a law firm to act as the Appointed Representative.
    - If an Insured Person chooses a law firm as their Appointed Representative who is not a Preferred Law Firm, DAS will give an Insured Person's choice of law firm the opportunity to act on the same terms as a Preferred Law Firm. However, if they refuse to act on this basis, the most the Company will pay is the amount the Company would have paid if they had agreed to the DAS Standard Terms of Appointment.
- Offers to Settle a Claim:
  - The Company may decide to pay an Insured Person the reasonable value of an Insured Person's claim, instead of starting or continuing legal action. In these circumstances an Insured Person must allow the Company to take over and pursue or settle any claim in an Insured Person's name. An Insured Person must also allow the Company to pursue at the Company's own expense and for the Company's own benefit, any claim for compensation against any other person and an Insured Person must give the Company all the information and help the Company need to do so.
  - Where a settlement is made on a without-costs basis DAS will decide what proportion of that settlement will be regarded as Costs and Expenses and payable to the Company.
- Arbitration
  - If there is a disagreement between an Insured Person and DAS about the handling of a claim and it is not resolved through DAS' internal complaints procedure, an Insured Person can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by the Insured Person and DAS. If there is a disagreement over the choice of arbitrator, DAS will ask the Chartered Institute of Arbitrators to decide.
- Expert Opinion
  - DAS may require an Insured Person to get, at an Insured Person's own expense, an opinion from an expert that DAS consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by DAS and the cost agreed in writing between an Insured Person and DAS. Subject to this, the Company will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that an Insured Person will recover damages (or obtain any other legal remedy that DAS have agreed to) or make a successful defence.
- Helpline Services details updated to reflect the new covers – please refer to the Policy Booklet for full details
- DASHOUSEHOLDLAW added to this section
- DAS Claims and Complaints procedures added to this section

### Environmental Liability

This section and the cover, conditions and exclusions provided for within, are all new - for full details please refer to the Policy Booklet.

The following is a summary of cover:

NIG/FarmWeb will, subject to the Limit of Indemnity (stated in the schedule), indemnify the Insured under this section against legal liability for:

- Accidental bodily injury
- Property damage
- Clean up costs
- Environmental damage costs
- Associated legal defence costs

arising from the emission, discharge, dispersal, migration release or escape of pollutants (providing they are not naturally occurring) which is:

- on, at, under or migrating from the Premises as stated in the Schedule; or
- arising from the Business within the Territorial Limits

Territorial Limits are the United Kingdom, the Channel Islands and the Isle of Man.

There are a number of conditions, exclusions which apply please read the changes in your updated Policy Booklet carefully and contact your insurance intermediary should you have any questions.

### Important Information

- Your right to cancel paragraph updated, now titled The Insured's right to cancel
- Termination paragraph updated, now titled Cancellation
- How to complain paragraph updated, Financial Ombudsman Service telephone numbers updated