

## Important Notice to Policyholder (applicable from the Effective Date shown on your Renewal Schedule)

We are reissuing your NIG Farm Combined policy onto our updated product wording with effect from the renewal date of your Policy.

The following part of this notice advises you of the main updates and changes. This Notice to Policyholder does not contain the full terms and conditions of your insurance, please therefore read all Policy documentation carefully as this will confirm the cover provided.

Please note that these amendments may apply to aspects of this Policy for which cover has not been provided.

Please contact your broker, intermediary or agent, should you have any questions.

**Your policy wording changes are summarised as follows:**

### Helpline Services

This Section has been updated. This includes:

- **Counselling Service** – calls may be recorded to assist DAS with checking and improving service standards.
- **DAS Businesslaw** – the code to access documents has changed to DASBNIG100.

### What is in this Booklet

Section 14: Renewable Energy has been removed.

### General Conditions

These General Definitions do not apply to Section 13b: Engineering Inspection.

The following General Definitions have been updated:

- **Average** – now caters for Business Interruption items which are not on an Estimated Gross Profit or Estimated Gross Revenue Basis.
- **Index Linking** – no longer applies to Stock at Exhibitions or to business interruption covers.
- **Premises** – this has been replaced by the following:

#### Premises

Premises at the address(es) stated in the Schedule occupied by the Insured for the purposes of the Business including any premises within the United Kingdom, Channel Islands and the Isle of Man, owned, used or occupied by the Insured for the purposes of the Business.

- **Vacant or Disused** – this has been replaced by the following:

#### Vacant or Disused

In respect of Buildings intended for:

- a commercial or agricultural purposes, other than Buildings intended for letting out by the Insured and other than in respect of structures utilised in connection with the Business on a seasonal basis: vacant, unoccupied or not in use for the intended purpose;

- b letting out by the Insured for agricultural or other commercial purposes (including residential or holiday let):  
unoccupied, vacant or not lived in, for a period of more than 90 consecutive days.

The following General Definition has been added:

- **Cyber Event**

### General Conditions

Unless otherwise stated, these General Conditions do not apply to Section 13b: Engineering Inspection.

The following General Conditions have been updated:

- **Change of Risk or Interest**
  - Extension U Inadvertent Omission to Insure is added to item a i.
  - item a iii relating to Extensions applicable to Section 14: Renewable Energy has been removed.
  - Reference to Sections 16A and 16B in items a iii and a iv (previously a iv and a v) have been amended to read 15A and 15B respectively.
- **Cancellation Rights of the Insured** – the notice of cancellation detailed in item a ii now states that such notice must be made in writing by the Insured.
- **Cancellation Rights of the Company** – the notice of cancellation detailed in item b i now states that such notice will be made in writing by the Company.
- **Cancellation** – the requirement for the return of any effective Certificate(s) of Employers Liability Insurance has been removed.
- **Instalments** – the notice of cancellation detailed in item a now states that such notice will be made in writing by the Company and the requirement for the return of any effective Certificate(s) of Employers Liability Insurance has been removed.
- **Choice of Law** -the words Under European Law, have been removed and the word Agreement replaced with the word Policy. The words you and we have also been replace with Insured and Company.

The following General Condition has been added:

- **Sanctions, Prohibitions or Restrictions** – the Company shall not be exposed to any sanction, prohibition or restriction, as stated therein.

### Claims Conditions

These Claims Conditions do not apply to Section 13b: Engineering Inspection.

The following Claims Conditions have been updated:

- **Conditions Precedent** – The following sentence has been removed:

Non-compliance with any such condition precedent shall be a bar to any claim under the relevant Section(s) of this

Policy, where the subject matter of the claim was caused by the non-compliance or to the extent that it was increased by the non-compliance.

- **Action by the Insured**
  - the following words have been added to the end of item a of this Claims Condition:  
and immediately send to the Company every relevant document relating to any impending prosecution, inquest or fatal accident enquiry or civil proceedings.
  - the words (if demanded) by the Company in item b have been amended to read (if demanded by the Company).
  - the following words have been added to the end of item f of this Claims Condition:  
and to prevent further damage or other loss covered by this Policy.
  - the word produce in item g has been amended to read fully co-operate and produce.
  - reference to Section 14: Renewable Energy has been removed from item h.
- **The Rights of the Company** – item d of this Claims Condition has been amended to include the references to Occurrence under Sections 15A and 15B of this Policy (previously Sections 16A and 16B respectively).
- **Other Insurances** – reference to Occurrence under Section 15 of this Policy (previously Sections 16) has been added to item a of this Claims Condition.

## General Exclusions

These General Exclusions do not apply to Section 13b: Engineering Inspection.

References to Sections 16A and 16B in these General Exclusions have been amended to read 15A and 15B respectively.

The following General Exclusion has been updated:

- **Pollution or Contamination** – the words tank apparatus or pipe in the Defined Perils have been amended to read tank or apparatus or pipe.
- **Date Recognition**
  - escape of oil from any tank or apparatus or pipe has now been added to the list of excepted perils.
  - reference to Section 14: Renewable Energy has been removed from the end of this General Exclusion.
- **Computer Virus and Hacking** – The list of Sections that this General Exclusion shall not apply to now also states Section 12: Deterioration of Frozen Food and/or Refrigerated Food, Section 13a: Engineering Damage to Machinery and Plant and Optional Additional Extension D (Engineering Damage to Bulk Milk Tanks including Loss of Contents, under Section 11: All Risks on Machinery and/or Apparatus.

The following General Exclusion has been added:

- **Infectious or Contagious Disease** – this Policy does not cover infectious or contagious disease and/or the fear or threat thereof, as stated therein.

## Section 1: Material Damage

The following Extensions have been updated:

- **Buildings** – item a has been reworded to clarify the intent of the 80% standard construction requirement in relation to ranges of buildings and now excludes bridges and culverts (except where they form part of the insured structure) and Renewable Energy Installations.
- **Standard Perils** – the following Standard Perils have been updated:
  - **Explosion** – has been reworded to clarify the intent.
  - **Malicious Persons** – the words or to any part of the Premises which is Vacant or Disused have been added to the end of exclusion e.
- **Optional Perils** – the following Optional Perils have been updated:
  - **(TH) Theft** – the words or to any part of the Premises which is Vacant or Disused have been added to the end of exclusion f.
  - **(EOW) Escape of Water, Oil, Liquid Fertilizer or Milk** – the words or to any part of the Premises which is Vacant or Disused have been added to the end of exclusion b.
- **Plant, Machinery, Trade Fixtures (and all other contents)**
  - all-terrain vehicles are now excluded from this Definition unless they are stated in the Schedule.
  - all items covered by this Definition must be the property of the Insured or held by them in trust for which they are responsible, but exclude fences, hedges, Renewable Energy Installations and any other property which is more specifically insured.

The following Definition has been added:

- **Renewable Energy Installations** – comprising:
  - **Biomass installations**
  - **Wind Turbine Installations**
  - **Photovoltaic (Solar Panel) Installations**
  - **Ground Source Heat Pump Installations**

The following Extension has been removed:

- **Loss of Rent** – this now appears as a Clause.

The following Extensions have been updated:

- **Professional Fees** – Renewable Energy Installations has been added to the list of items of Property Insured to which this Extension applies.
- **Capital Additions** – Renewable Energy Installations has been added to the list of items of Property Insured to which this Extension applies.
- **Cost of Debris Removal/Re-erection** – Renewable Energy Installations has been added to the list of items of Property Insured to which this Extension applies.
- **Fire Brigade and Rescue Services Damage to Grounds** – a comma has been inserted after the words emergency services, to better clarify the intent.

- **European Union and Public Authorities** – this title now reads Public Authorities. In the opening paragraph the words European Union legislation, regulations, have been replaced with the words legislation and regulations.
- **Glass** – the words or to any part of the Premises which is Vacant or Disused have been added to the end of exclusion v a.
- **Fire Extinguishment and Security Equipment Expenses** – the words subject to the following have been removed from the end of item b and placed on a new line, so that conditions i to iii of this Extension apply to both items a and b.
- **Inadvertent Omission**
  - this title now reads **Inadvertent Omission to Insure**.
  - the property must either be at the Premises or at other premises in the occupation of the Insured within the UK, Channel Islands or Isle of Man.
  - if the value of the additional property exceeds £500,000, then cover can now still be provided subject to Average applying to such property.
  - cover under this Extension shall not apply in addition to the Capital Additions Extension under this Section of the Policy.
  - the insurance under this Extension shall be subject to all the terms, definitions, conditions and exclusions of this Policy.
- **Calor Gas** – the words or to any part of the Premises which is Vacant or Disused have been added to the end of the Vacant or Disused exclusion in this Extension.
- **Alternative Accommodation Costs** – cover has been amended to now apply in respect of buildings let out by the Insured for residential purposes as well as for holiday accommodation.

The following Extensions have been added:

- **Rent of Residential Lets** – cover for loss of Rent for residential lets (if the Buildings are insured by this Section) up to £10,000 payable over a 12 month indemnity period.
- **Residential Sprinkler Systems** – cover in respect of any Building insured by this Section, where the Insured has complied with the requirements of the Welsh Building Regulations 2021 and the 2016 amendment to Regulation 37A (automatic fire suppression systems) thereto which requires the incorporation of automatic fire suppression systems within any newly built or renovated residential building within Wales, is extended to include accidental discharge or leakage of automatic sprinkler systems which are installed and maintained in accordance with BS9251:2014.

The following Clauses have been updated:

- **Basis of Settlement** – the references to European Union have now been removed in **Standard Reinstatement**, **Day One Reinstatement** and in **Indemnity**.
- **Aggregate Payments for Extensions** – the reference to Section 16A has been amended to read Section 15A.

The following Conditions have been updated:

- **Loss of Rent** – this Clause was previously an Extension.

The following Clause has been added:

- **Thatched Property**
  - the word property and the word Home where used in this Condition have been amended to read Buildings.
  - the words as soon as reasonably possible have been removed from item d i of this Condition. However, the installation must still be inspected and tested within regulatory guidelines.
- **Chimney Sweeping** – the words Property Insured in the opening paragraph have been amended to read Premises.

The following Exclusions have been updated:

- 2 – no longer excludes commercial properties let by the Insured.
- 7 – reference to Section 14 has been removed and reference to Section 16 amended to read 15.

## Section 2: Business Interruption

- The word Explosion in item c of the opening paragraphs has been amended to read Boiler Explosion.
- The following proviso 2 has been added to the opening section:

2 100% of the Gross Profit or Gross Revenue Sum Insured (as applicable); and

The following Definition has been updated:

- **Explosion** – this title now reads Boiler Explosion and the Definition restated to read as follows:  
Damage resulting from the explosion of any boiler of economiser on the Premises belonging to or under the control of the Insured.

The following definitions under Basis of Cover have been updated:

- **Estimated Gross Profit (Declaration Linked Basis)** – this title now reads **Estimated Gross Profit (Declaration Linked Basis) and Gross Profit (Non-Declaration Linked Basis)** and the words Estimated Gross Profit in the opening paragraph is amended to read Estimated Gross Profit or Gross Profit.
- **Estimated Gross Revenue (Declaration Linked Basis)** – this title now reads **Estimated Gross Revenue (Declaration Linked Basis) and Gross Revenue (Non-Declaration Linked Basis)** and the words Estimated Gross Revenue in the opening paragraph is amended to read Estimated Gross Revenue or Gross Revenue.
- **Additional Increased Cost of Working** – the following additional items have been added to item b of this definition:
  - iv Gross Revenue; or
  - v Gross Profit
- **Professional Accountants Charges** – this has been extended to apply to items covering Gross Profit or Gross Revenue.
- **Loss Following Forced Sale of Livestock other than Poultry** – the words dairy cattle and/or other livestock and the words dairy or beef herd where they appear have been amended to read livestock.

The following Extensions have been updated:

- the Proviso applicable to Extensions A to F which appears after Extension F has been extended in items a ii a and b to apply also to items covering Gross Profit or Gross Revenue.
- where the words Estimated Gross Profit or Estimated Gross Revenue appear in any of the Extensions under this Section, such Extension is extended to apply in respect of any item covering Gross Profit or Gross Revenue.
- **Unspecified Customers** – the closing statement at the end of item b now applies to both items a and b.
- **Accidental Failure of Public Supply** – the Company's limit of liability under this Extension has been amended so that it is now £50,000 in the aggregate and in any one Period of Insurance.
- **Agricultural Vehicles Loss of Use** – now includes such property at any Premises (as defined in the General Definitions).
- **Public Emergency** – item e has been removed and the Company's limit of liability under this Extension has been amended so that it is now £50,000 in the aggregate and in any one Period of Insurance.

Despite the removal of item e, please note that this Extension will be subject to the new General Exclusion of Infectious or Contagious Disease, applicable to this Policy.

- **Closure** – the Company's limit of liability under this Extension has been amended so that it is now £50,000 in the aggregate and in any one Period of Insurance.
- **Disease** – cover under this Extension is now restricted to a maximum Indemnity Period of 12 months.
- **Dairy Farmers Extension** – now also applies to items covering Increase in Cost of Working when shown as a separate item in the Schedule

All Extensions applicable to this Section, now clearly state that the limits apply in the aggregate across all the Premises.

The following Clause has been removed:

- **Index linking**

The following Clauses have been updated:

- **Departmental** – this Clause has been extended to apply to items covering Gross Profit or Gross Revenue.
- **Standing Charges** – this Clause has been extended to apply to items covering Gross Profit.
- **Average** – now only applies to items covering Gross Profit or Gross Revenue (but not Estimated Gross Profit and Estimated Gross Revenue).

The following Exclusion has been updated:

- the reference to Section 14 has been removed.

The following Exclusion has been added:

- This Section now excludes any loss resulting from interruption or interference due to a Cyber Event.

### Section 3: Livestock

The following cover under Optional Extensions has been updated:

- **Livestock Disease/Mortality Covers**
  - **Full Mortality and Infertility on Specified Bulls** – a comma has been inserted after the words natural service to clarify the intent.

### Section 4: Employers' Liability

The following Extension has been updated:

- **Health and Safety at Work etc. Act 1974** – all costs or expenses payable now have to be with the Company's written consent.
- **Corporate Manslaughter and Corporate Homicide Act 2007**
  - the following Proviso has been added:
    - a the Company's liability under this Extension shall be limited to a maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance.
  - in Proviso b (previously a) the words Great Britain, Northern Ireland, have been replaced by the words United Kingdom.

### Section 5: Public Liability

The following Definitions have been updated:

- **Property** – this now reads: Physical property.
- **Regulatory Debts** – this now reads Statutory Clean Up costs for remediation of Insured's own sites and third party sites.

The following Definitions have been added:

- **Hacking**
- **Virus or Similar Mechanism**

The following Extensions have been updated:

- **Health and Safety at Work etc. Act 1974** – all costs or expenses payable now have to be with the Company's written consent.
- **Claims Under Data Protection Legislation** (this replaces the **Data Protection Act 1998** Extension) – cover updated in consideration of current legislation.
- **Work Overseas** – in item a, the words outside of the Territorial Limits, have been removed to reflect the fact that the UK are no longer part of the European Union.
- **Corporate Manslaughter and Corporate Homicide Act 2007**
  - the following Proviso has been added:
    - a the Company's liability under this Extension shall be limited to a maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance.
  - in Proviso b (previously a) the words Great Britain, Northern Ireland, have been replaced by the words United Kingdom.

- **Environmental Statutory Clean Up Costs**
  - Proviso b has been replaced with the following:
    - b the Company's liability under this Extension shall be limited to a maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance;
  - for clarity exclusions i to iii of Proviso c have been amended but the intent remains unaltered.
  - the words which takes place in its entirety at a specific time and place during any one Period of insurance, have been added to the end of exclusion v of Proviso c.
  - an exclusion has been added to exclude liability arising from Pollution or Contamination directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking.
  - This Extension is subject to an Excess of £1,000 each and every claim.
- **Financial Loss** – an exclusion has been added to exclude legal liability directly or indirectly caused by or arising from virus or similar mechanism or hacking.

The following Conditions have been updated:

- **Use of Heat** – parts a and b of this Condition have been updated. The changes include:
  - a thorough examination must now also be made prior to the commencement of the work.
  - if the combustible material is not capable of being moved, it must be adequately protected against the risk of fire.
  - the requirements for a thorough examination in and about the area in which the work involving heat has been undertaken have been changed to read for 60 minutes immediately after each period of work and again for 60 minutes after any termination or cessation of such work.
- **Jurisdiction** – has been amended to reflect the fact that the UK are no longer part of the European Union.

## Section 6: Products Liability

The following Definition has been updated:

- **Property** – this now reads: Physical property.

The following Extensions have been updated:

- **Health and Safety at Work etc. Act 1974** – all costs or expenses payable now have to be with the Company's written consent.
- **Consumer Protection and Food Safety Acts** – Proviso ii now states that the indemnity provided by this Extension also does not apply in respect of proceedings or appeals in respect of any deliberate act or omission by the Insured.
- **Claims Under Data Protection Legislation** (this replaces the **Data Protection Act 1998** Extension) – cover updated in consideration of current legislation.
- **Corporate Manslaughter and Corporate Homicide Act 2007**
  - the following Proviso has been added:
    - a the Company's liability under this Extension shall be limited to a maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance.

- in Proviso b (previously a) the words Great Britain, Northern Ireland, have been replaced by the words United Kingdom.

The following Condition has been updated:

- **Jurisdiction** – has been amended to reflect the fact that the UK are no longer part of the European Union.

## Section 7: Environmental Liability

The following Definitions have been updated:

- **Environmental Damage** – the final paragraph now reads: and for which the Insured is legally responsible under Environmental Legislation.
- **Environmental Damage Costs** – the words the European union Directive 2004/35/EC on environmental liability and/or any local legislation that implements it, have been replaced with Environmental Legislation.
- **Environmental Law** – now reflects the fact that the UK is no longer part of the European Union and has been amended to refer to Environmental Legislation.

The following Definition has been added:

- **Environmental Legislation**

The following Extension has been updated:

- **Indemnity to Others** – the final paragraph to this Extension has been repositioned to clarify that it applies to both items a and b.

The following Condition has been updated:

- **Jurisdiction** – has been to reflect the fact that the UK are no longer part of the European Union.

## Section 9: Personal Accident and/or Sickness

To reflect the fact that the UK are no longer part of the European Union, Proviso a of 2 Sickness in the opening paragraphs to this Section is amended to read as follows:

- a Europe which means anywhere in the United Kingdom, the Channel Islands, the Isle of Man and the countries of the European Union;

## Section 11: All Risks on Machinery and/or Apparatus

The following Exclusion has been updated:

- i – for clarity this Exclusion has been split into two sub-paragraphs.

The following Exclusion has been added:

- ii any Damage or loss, of any kind, caused by a Cyber Event or any malfunction resulting therefrom;

## Section 12: Deterioration of Frozen Food and/or Refrigerated Food

This Section has been rewritten. The changes include:

- cover now includes Property Insured stored in any temporary replacement Cold Chamber (including the temperature-controlled chamber compartment of a refrigerated vehicle) following Damage whilst at the Premises for up to 14 days.
- the causes of Deterioration are more clearly defined with Deterioration replacing the use of the term Occurrence.
- references to Limit of Indemnity have been replaced with Sum Insured.

The following Definitions have been removed:

- **Limit of Liability**
- **Occurrence**

The following Definitions have been added:

- **Cold Chamber**
- **Defect**
- **Deterioration**

The following Extensions have been removed:

- **Automatic Reinstatement** – this is now a Clause and has been renamed **Reinstatement of Losses**.
- **Expediting Costs**
- **Repair Costs Investigation**

The following Extensions have been updated:

- **Cleaning and Disinfection** – now for a limit of £25,000 any one claim.
- **Debris Removal** – this title now reads **Disposal of Property Insured**. Cover now restricted to £25,000 any one claim.
- **Loss Avoidance Measures** – now for a limit of £25,000 any one claim. The expected Deterioration must arise from a cause that could not be foreseen.

The following Clause has been added:

- **Reinstatement of Losses** – this replaces the **Automatic Reinstatement** Extension.

The following Conditions have been removed:

- **Payments on Account**
- **Other Insurance**
- **Access**
- **General Conditions, Claims Conditions or General Exclusions**

The following Condition has been updated:

- **Claims Settlement** – this has been amended to read as follows:  
Without prejudice to liability, the Insured may proceed with minor repairs subject to compliance with Claims Condition 2 of this Policy.

The following Condition has been added:

- **Discovering a Defect** – it is a condition precedent to liability that the Insured must investigate and, if necessary, correct any Defect in all Cold Chambers if they discover a Defect which has not yet resulted in Deterioration of the Property Insured.

The following Exclusions have been removed:

- wear and tear, scratching or chipping and gradually developing causes.
- liquidated damages, penalties for delay or detention, or guarantees of performance or efficiency.
- Damage to airborne or waterborne vessels etc.

The following Exclusions have been updated:

- Exclusion 2 – the excluded perils have been restated to better align with the Perils defined in Section 1: Material Damage to exclude cover which is more specifically insured under that Section.

- The exclusion relating to public supplies of electricity or any communications network now includes all utility suppliers and reads as follows:  
any cost resulting from a deliberate act or failure, of a utility supplier, grid operator or telecommunications operator, other than where that was necessary to protect life or prevent damage to property;

The following Exclusion has been added:

- This Section now excludes any Damage or Deterioration caused by a Cyber Event.

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

This Section has been extensively updated though the intent remains the same other where highlighted below.

The following Definitions have been updated:

- **Breakdown** – now includes:
  - Electronic Derangement
  - the complete severance of a rope
  - joint leakage, failure of welds, cracking, fracturing, overheating, of boilers, economisers, pressure vessels etc.
- **Collapse** – now reads:  
The sudden distortion of any part of the Property Insured caused by crushing, stress by a force of internal steam or other fluid pressure (other than pressure of chemical action or ignition of the contents) which causes physical damage.
- **Explosion** – now reads:  
The sudden tearing of the Property Insured by force of internal steam or other fluid pressure (other than pressure of chemical action or ignition of the contents) together with forced release of the contents.

The following Definitions have been added:

- **Damage to Own Surrounding Property** – this was previously **Cover C – Explosion Damage to Own Property**.
- **Defect**
- **Electronic Derangement**
- **Fragmentation** – this was previously **Cover A Fragmentation**. This definition now contains a number of exclusions not previously included in the original wording.
- **Hazardous Substance**
- **Indemnity Limit**
- **Market Value**
- **Pressure Plant**
- **Property Insured**
- **Re-siting**
- **Temporary Plant**

The following Extensions have been updated:

- **Capital Additions** – this title now reads **Automatic Cover**. It is now a requirement that the Property Insured should be free from Defects so far as the Insured is aware.

- **Cost of Debris Removal** – this title now reads **Debris Removal, Dismantling and Demolition** and is now restricted to £50,000 any one claim.
- **Temporary Removal** – now reflects the fact that the UK is no longer part of the European Union and the £25,000 limit has been removed.
- **Loss Minimisation** – this title now reads **Loss Prevention Measures** and cover provided by this Extension is now restricted to the cost of Damage which would have otherwise occurred subject to a maximum of £25,000.

The following Extensions have been added:

- **Machinery Movement** – cover for Damage to the Property Insured whilst being re-sited within the Premises – up to £50,000.
- **Temporary Plant** – cover for legal liability under the terms of a hiring agreement for Damage to Temporary Plant and continuing hiring charges – up to £50,000.
- **Cost of Substitute Equipment** – the cost of hire charges for the necessary hire of substitute Property Insured following Damage – up to £25,000.
- **Hazardous Substances** – the increase in cost to repair, replace, clean up or dispose of Property Insured which is contaminated or polluted by a Hazardous Substance (as defined in the Policy) – up to £100,000.
- **EEI (Environmental & Efficiency Improvements)** – the additional costs to replace the Property Insured with similar equipment which is better for the environment, safer and more efficient – not exceeding 25% of the replacement cost of the Property Insured.
- **Emergency Services** – emergency service charges for which the Insured may be liable – up to £10,000.
- **Temporary and Fast Tracked Repair** – the cost of making temporary repairs and fast tracking a permanent repair, replacement or restoration of the Property Insured – up to £50,000.
- **Repair Cost Investigation** – the cost of investigating possible repair, replacement or restoration of the Property Insured – up to £50,000.
- **Reinstatement of Data** – the cost of reinstating lost data following Damage in respect of computer equipment which controls or operates an item of Property Insured – up to £100,000.

The following Optional Additional Extension has been removed.

- **Sudden and Unforeseen Damage** – cover is now provided by Cover A Fragmentation.

The following Clause has been removed:

- **Special Provisions** – these have been incorporated in the Reinstatement Basis of Settlement Clause.

The following Clause has been updated:

- **Reinstatement** – this title now reads **Reinstatement Basis of Settlement** and the Clause has been rewritten. The changes include:
  - in respect of Damage to conveyor belts and heat resistant materials which form a component part of the Property Insured and have a limited working life, the Company will only pay the Market Value of the part at the time of Damage.

- where partial damage occurs, cover is also provided for the cost of replacing undamaged parts of the Property Insured if they are not compatible with the replacement parts used to repair the Damage.
- the words Building Regulations or local authority or statutory requirements have been replaced with legislation and regulations under Acts of Parliament or local authority bye-laws.
- in the event of partial Damage, the Company's liability for such Property Insured shall not exceed the sum which would have been paid had there been total destruction.

The following Condition has been removed:

- **Maintenance**

Despite the removal of this Condition, please note that the Insured still has to comply with Policy General Condition 2 Reasonable Precautions.

The following Conditions have been added:

- **Claims Settlement**

- the Insured may proceed with minor repairs without prejudicing as have been incorporated in the Reinstatement Basis of Settlement Clause.
- to the extent that the Insured is accountable to the tax authorities for VAT all claims settlements shall be exclusive of such tax.

- **Discovering a Defect** – it is a condition precedent to liability that the Insured must investigate and, if necessary, correct any Defect if they discover a Defect which has not yet resulted in Damage to the Property Insured.

The Exclusions have been updated:

- Exclusions 1, 2 and 3a have been replaced by Exclusions 1a, b and c and now list the excluded perils.

The following Exclusions have been added:

- Damage to bulbs, fuses, batteries or any other consumable part unless it forms part of other insured Damage.
- any intentional act or failure to act by the Insured, unless as a measure to reduce injury or Damage.
- This Section now excludes any Damage or loss, of any kind, caused by a Cyber Event or any malfunction resulting therefrom.
- Damage caused directly by any fault known about at the start of the Period of Insurance.
- Damage caused by the proper use of tools to maintain, service or repair Property Insured.
- Damage recoverable under any maintenance agreement or any warranty or guarantee.
- Damage cause by solidification unless resulting from Damage to the Property Insured.
- the cost of service or maintenance of the Property Insured.

## Section 13b: Engineering Inspection

This Section has been completely rewritten as a separate contract within the Policy, the contract being between the owner/user of the Plant requiring inspection (the “Client”) and HSB Engineering Insurance Services Limited (“HSB”). The premium is charged and shown separately in the Schedule as a “Fee”.

- The Policy Definitions, General Conditions, Claims Conditions and General Exclusions do not apply to this Section 13b.
- HSB set out their requirements for undertaking a Thorough Examination of the Plant and the Client’s obligations and responsibilities for preparation of the Plant, for Health & Safety, allowing the HSB representative safe access to the Plant, keeping them safe at all times and allowing them to work in a safe working environment.
- Additional charges may be made if the situation warrants it. These are itemised on Clause 5 Fees, Additional Charges and Taxes.
- Apart from causing death or personal injury by HSB’s negligence or in other circumstances where HSB cannot limit their legal responsibility by law, the amount HSB will pay has now been restricted to £10,000,000.
- The new General Condition 11 **Sanctions, Prohibitions or Restrictions** also applies to this Section 13b.
- This Section now includes information on how to make a complaint against HSB, how to make an enquiry and how HSB uses the Client’s information.

## Section 14: Renewable Energy

This Section has been removed. This cover is no longer available under this Policy.

## Section 14: Commercial Legal Protection (previously Section 15)

This Section has been rewritten. The changes include the following:

Immediately following the opening sentence to this Section, a heading has been inserted that reads:

### Terms of the Agreement:

New Sections have been added:

**What the Company will pay** – summarising what cover is being provided.

**What the Company will not pay** – summarising the main exclusions.

**Making a Claim** – providing information on claims reporting procedures.

### Definitions:

The following Definitions have been removed:

- **Aspect Enquiry**
- **Full Enquiry**

The following Definitions have been updated:

- **Costs and Expenses**
  - is no longer separated into Legal Costs, Accountant’s Costs and Attendance Expenses as these are now dealt with by the respective Insured Incidents.

- this item now refers to costs being reasonable, proportionate and necessary.
- **DAS** – the regulatory details have been removed. (for regulatory information, see entry on the last page of this section in the Policy document.)
- **Date of Occurrence** – has been rewritten:
  - Item a (previously 1) – for civil cases other than as specified in items c to e (previously 3 to 5) of this Definition, if there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events (which may be before the date the Insured Person first became aware of it).
  - item b (previously 2) – the words violate the criminal law in question have been replaced with the words break the law.
  - item c (previously 3) – now refers to Insured Incident 2e Statutory Notice Appeals (Legal Defence) and defines the Date of Occurrence for such claims as being the date when the Insured Person is issued with the relevant notice and has the right to appeal.
  - item d (previously 4, 5 and 6) – now refers to Insured Incident 4 Tax Protection, the Date of Occurrence being defined as the date when HM Revenue & Customs, or the relevant authority, first notifies the Insured of its intention to carry out an enquiry. For VAT or Employer Compliance Disputes, this will be the date the dispute arises during the Period of Insurance following the issue of an assessment, written decision or notice of a civil penalty.
  - item e (previously 3) – now refers to Insured Incident 5 Statutory Licence Appeal, the Date of Occurrence being defined as the date when the Insured first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel the Insured’s licence, mandatory registration or British Standard Certificate of Registration.
- **Insured Person** – now also includes reference to managers and to any person contracted to work for the Insured, who works for the Insured on the same basis as the Insured’s Employees, and performs that work under the Insured’s supervision and direction.
- **Representative** – this title has been amended to read **Preferred Law Firm** and has been changed to refer to a law firm, barrister or tax expert DAS choose to provide legal or other services.
- **Territorial Limits**
  - the words United Kingdom have been added to reflect the fact that the UK is no longer part of the European Union.
  - the word Macedonia has been changed to read North Macedonia in the first paragraph.
- **Tax Intervention Enquiry** – this title has been amended to read **Tax Enquiry** and the wording updated to refer to a written notice of enquiry.



The following Definitions have been added:

- **Appointed Representative**
- **DAS Standard Terms of Appointment**
- **Employer Compliance Dispute**
- **Insured Incident**
- **Reasonable Prospects**
  - in item a, for civil cases, a Preferred Law Firm or tax consultancy on DAS' behalf, will assess whether there are Reasonable Prospects.
  - in item c, for civil and criminal appeals the prospects of a successful outcome must be at least 51%.

## Insured Incidents

### 1 Employment Disputes and Compensation Awards

#### a Employment Disputes

- now extends to apply where an Employee has contacted ACAS to commence Early Conciliation procedure.
- unless equivalent legal expenses cover was continuously in force previously:
  - cover does not apply where the originating cause of action arises within 90 days of inception of cover.
  - any claim relating to any dispute with an Employee who was subject to a written or oral warning within 180 days immediately preceding the date of inception of this Section is excluded if both the Date of Occurrence was within the first 180 days of the inception of cover under this Section and the dispute relates directly to the same matter(s) which gave rise to that warning.
  - any notice of redundancy or alleged redundancy or unfair selection, arising within the first 180 days of inception of cover.
- cover does not apply in respect of Employee internal disciplinary or grievance procedures.
- the Company will not pay any claim for pursuing the Insured's legal rights.
- the exclusion relating to loss of or damage to property has been removed.

#### b Compensation Awards

Cover has been updated as follows:

- item 2 of this Insured Incident now applies to damages as well as compensation, as stated therein.
- contact telephone numbers have been added for convenience should the Insured Person require DAS advice.

The following Exclusion under What is not covered has been updated:

- 2 – this now reads:

2 Non-payment of money due under a contract;

- **Employee Civil Legal Defence** (previously item 3a and 3b of Insured Incident 2 Legal Defence) – has been moved to become Insured Incident 1c.

- **Service Occupancy** (previously c)

The Exclusion has been updated:

The reference to defending a counter-claim now requires that the counter-claim is an Insured Incident under this Section of the Policy.

### 2 Legal Defence

Cover under this Insured Incident have been split into the following items:

- a **Criminal Pre-proceedings Cover** (previously item 1a) – excluding any claim relating to any HM Revenue & Customs criminal investigation or enquiry, or in respect of investigations due to an alleged infringement of road traffic laws or regulations in connection with motor vehicles.
- b **Criminal Prosecution Defence** (previously item 1b) – excluding any claim relating to prosecution due to infringement of road traffic laws or regulations in connection with motor vehicles.
- c **Data Protection** (previously item 1c) – this has been updated following the 2018 change to the Data Protection Act and now excludes claims relating to hacking, malicious or negligent transfer of a computer program that contains malicious or damaging code, computer virus or similar.
- d **Wrongful Arrest** (previously item 2).
- e **Statutory Notice Appeals** (previously item 4) – now excludes payment of any claims relating to statutory notices issued in connection with the Insured's licence, mandatory registration or British Standard Certificate of Registration or any statutory notice issued by an Insured Person's regulatory or governing body,
- f **Jury Service and Court Attendance** (previously item 6).  
The following sentence has been added to this item:

The Company will reimburse the Insured for net salary or wages that the Insured has paid the Insured Person for that time, less any amount they have been paid by, or can recover from, the court or tribunal.

The following Exclusion has been added:

The Company will not pay any claim for a loss which the Insured or the Insured Person is unable to prove.

### 6 Property Protection and Personal Injury

#### a Property Protection

- The words material property, have been replaced with the words physical property, where they appear in this item.
- There must now be Reasonable Prospects of establishing that the Insured has the legal ownership or right to the physical property that is the subject of the dispute.
- trespass has been split out from item 2 and has become a separate item 3, whilst under item 2, nuisance has now been defined.

The following exclusions under What is not covered have been updated:

- 2 – the words goods in transit have been replaced with the words physical property which is in transit.
- 5 – any defence of a counter-claim must be in defence of a counter-claim which is an Insured Incident under this Section of the Policy.

The following exclusion under What is not covered has been added:

- the enforcement of a covenant by or against the Insured.

#### **b Personal Injury**

The following exclusion under What is not covered has been removed:

- 3 a motor vehicle owned or used by, or hired or leased to an Insured Person or their family members.

The following exclusions under What is not covered have been updated:

- 1 – now reads:
  - 1 any illness or bodily injury that happens gradually;
- 3 (previously 2) – any defence of a counter-claim must be in defence of a counter-claim which is an Insured Incident under this Section of the Policy.

The following exclusions have been added to What is not covered:

- 2 psychological injury or mental illness, unless the condition follows a specific or sudden accident that has caused physical bodily injury;
- 4 clinical negligence.

#### **4 Tax Protection**

This Insured Incident now covers Costs and Expenses for:

- 1 a Tax Enquiry;
- 2 an Employer Compliance Dispute; or
- 3 a VAT Dispute.

Excluding any claim relating to:

- a tax avoidance scheme;
- any failure to register for VAT or PAYE;
- any HM Revenue & Customs and similar criminal investigations; or
- import or excise duties and import VAT; or
- any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

- 5 Statutory Licence Appeal** (previously item 5 of Insured Incident 2 Legal Defence) – now excludes the original application or renewal application, of a statutory licence, mandatory registration or British Standard Certificate of Registration, or the ownership, driving or use of a motor vehicle.

#### **Optional Extensions**

##### **6 Contract Disputes**

The following Proviso has been updated:

- The original Proviso 1 has been split to form two Provisos being i and ii.

The following exclusions under What is not covered have been updated:

- 1 (previously 6) – the words dispute starts have been replaced with Date of Occurrence and the words unless equivalent legal expenses insurance was continuously in force immediately prior to inception of the cover provided by this Section, have been added to the end of the exclusion.

- 2a (previously 1a) – now reads:
  - a a dispute relating to an insurance policy, other than when the Insured's insurer refuses the Insured's claim;
- 2b (previously 1b) – now also applies in respect of the sale or purchase, of the land or buildings.
- 2c (previously 1c) – now reads:
  - c a loan, mortgage, pension, guarantee or any other financial product, other than a dispute with a professional adviser in connection with these matters; or

#### **7 Debt Recovery**

The following exclusions under What is not covered have been updated:

- 1 – the words unless equivalent legal expenses insurance was continuously in force immediately prior to inception of the cover provided by this Section, have been added to the end of this exclusion.
- 2b – now also applies to the sale or purchase, of the land or buildings
- 2c – this now reads:

a loan, mortgage, pension, guarantee or any other financial product, other than a dispute with a professional adviser in connection with these matters.

The following exclusions have been added:

- 3 a dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with the Insured. (Please refer to Insured Incident 1 Employment Disputes and Compensation Awards);
- 6 any dispute which arises from debts the Insured has purchased from a third party.

#### **Conditions applicable to this Section**

The following Conditions have been updated:

- **Representation** – this replaces Conditions 1a to 1e.
- **The Insured Person's responsibilities** – this replaces Conditions 1f and 1g.
- **Offers to settle a claim** – this replaces Conditions 2a to 2c.
- **Assessing and recovering costs** – this replaces Conditions 3a and 3b.
- **Cancelling an Appointed Representative's appointment** – this replaces Condition 4.
- **Withdrawing cover** – this replaces Condition 5 and additionally, if during the course of a claim Reasonable Prospects no longer exist, the cover the Company provide will cease.
- **Expert opinion** – this replaces Conditions 6 and 7.
- **Keeping to the Section terms** – these were previously Conditions Precedent and appeared before the Conditions which applied to this Section.
- **Applicable Law** – this replaces Condition 8 and makes the policy subject to the law that applies in the part of the UK, Channel Islands or Isle of Man where the Insured's Business is registered. Otherwise the law of England and Wales applies.

- **General Conditions, Claims Conditions or General Exclusions** – this replaces Condition 9.

The following Condition has been added:

- **Arbitration** – setting out the Insured's options should there be a disagreement about the handling of a claim which is not resolved through DAS' internal complaints procedure.

The following Exclusions have been updated:

- The Exclusions now have titles.
- Exclusion 2 **Costs DAS have not agreed** – acceptance of a claim by DAS now only needs to be expressed rather than written.
- Exclusion 3 **Court Awards and fines** – now refers to fines, penalties, compensation or damages other than compensation awards covered under Insured Incidents 1 Employment Disputes and Compensation Awards and 2 Legal Defence.
- Exclusion 6 **Wilful acts** – now applies in respect of any wilful act or omission of an Insured Person deliberately intended to cause a claim under this Policy.
- Exclusion 9 **Shareholding or partnership disputes** (previously exclusion 8) – has now been amended to read any claim relating to a shareholding or partnership share, in the Business.
- Exclusion 10 **Judicial review** (previously Exclusion 9) – has been amended to read Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
- Exclusion 11 **Bankruptcy** – for clarity this Exclusion has been split into separate items a to g.

The following Exclusions have been added:

- 12 **Defamation** – any claim relating to written or verbal remarks that damage the Insured Person's reputation.
- 13 **Litigant in person** – any claim where an Insured Person is not represented by a law firm, barrister or tax expert.

### How to make a complaint (previously Claims)

This Section has been updated. The changes include:

- the instructions have been reworded so that they apply to any Insured Person.
- the email address has been changed to [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk).

### Section 15: Farm Home Section (previously Section 16)

All references to Section 16 or to any Sub-Section of this Section 16 have been amended to refer to the new Section number.

The following Definitions have been updated:

- **Description of Use**
  - item 1 a has been amended to read:
    - anywhere in the United Kingdom, the Republic of Ireland, the Channel Islands or the Isle of Man; or
    - up to 60 days during any one Period of Insurance while on the Continent of Europe, including the journey by recognised sea routes to and from the United Kingdom;

- **Territorial Limits** – has been amended to read:

The United Kingdom, the Channel Islands, the Isle of Man and the Continent of Europe.

The following Definition has been added:

- **Continent of Europe**

### Section 15A: Farm Home Buildings

The following Extensions have been updated:

- **European Union and Public Authorities** – this title now reads **Public Authorities**. In the opening paragraph the words European Union legislation, regulations, have been replaced with the words legislation and regulations.
- **Caravan Additional Costs** – the words continent of Europe in item c iv have been replaced with Continent of Europe.

The following Condition has been updated:

- **Chimney Sweeping** – the words Property Insured in the opening paragraph and Premises in the final paragraph have both been replaced with the word Home.

The following Exclusion has been updated:

- Exclusion 24 – has been amended to read: any action brought against the Insured other than in any court or tribunal subject to the laws of England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man to reflect the fact that the UK are no longer part of the European Union.

### Section 15B: Farm Home Contents

The following Exclusion has been updated:

- Exclusion 24 – has been amended to read: any action brought against the Insured other than in any court or tribunal subject to the laws of England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man to reflect the fact that the UK are no longer part of the European Union.

### Important Information

**How to complain** under the Section headed **Important Information**, at the end of this Policy has been updated and now includes:

- an email address for making complaints: **[complaints@nig-uk.com](mailto:complaints@nig-uk.com)**
- a link to our website detailing our complaints procedure **[www.nig-uk.com/contact-us/complaints](http://www.nig-uk.com/contact-us/complaints)**
- a link to the Financial Ombudsman's website which provides a lot of useful information **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

All complaints made to us in writing (other than email) should now be addressed to:

Customer Relations Manager,  
NIG,  
Churchill Court,  
Westmoreland Road,  
Bromley BR1 1DP

## Endorsements

Please note that any endorsements that apply to your Policy may also have been amended in light of the changes notified to you in this Notice. Where any endorsements, whether arising as a result of the changes notified to you in this Notice or otherwise, have been amended, replaced or added, they will appear in your Schedule. If removed, then they may have been catered for in the Policy wording.

Please ensure that you read any endorsements to your policy carefully.