

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

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

This Notice to Policyholder advises you of the main updates and changes. This notice 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

- DAS Legal Expenses Insurance Company Limited is now ARAG Legal Expenses Insurance Company Limited. References to DAS have been replaced with ARAG. The telephone numbers and other information have been updated accordingly.
- In the **Health and Medical Service** helpline, the words "Calls may be recorded" have been replaced with "All calls are dealt with in the strictest confidence, but to assist ARAG with checking and improving service standards, calls may be recorded".
- The helpline telephone number for **Emergency Glazing & Security Assistance** has been updated. The new telephone number is **0345 072 7110**.

Introduction

The reference to "U K Insurance Limited" has been replaced with "Royal & Sun Alliance Insurance Ltd", in the Introduction to this Policy.

General Definitions

The following General Definitions have been added:

- **Computer System**
- **Cyber Act**
- **Cyber Incident**
- **Cyber Loss**
- **Data**
- **Data Processing Media**

These new definitions replace existing terminology throughout this Policy, though some Sections have their own definitions which may replace the above. Note that these definitions do not apply to Section 13b: Engineering Inspection.

The following General Definition has been updated:

- **Company** -- is now defined as "Royal & Sun Alliance Insurance Ltd trading as NIG and/or such other authorised insurer as Royal & Sun Alliance Insurance Ltd may contract to underwrite any part of this Policy."

General Conditions

The following General Condition has been updated:

- **9 Sanctions, Prohibitions or Restrictions** – has been updated to clarify what constitutes a sanction, prohibition or restriction and states the options available to the Company and to the Insured in the event that a sanction, prohibition or restriction occurs.

Claims Conditions

The following Claims Conditions have been updated:

- **1 Conditions Precedent** – has been replaced with the following:
 - **Observance of Terms**
Failure to comply with any of the terms and conditions of this Policy where they are material or relevant to any loss will entitle the Company to reduce or avoid the Insured's claim.
- **3 The Rights of the Company** – item **d**, reference to "Basis of Cover 4" has been updated to refer to "Basis of Cover 3", and now states "Section 15: Farm Home Section, of this Policy respectively) resulting in any claim(s) under Sections 4, 5, 6, 15A (Basis of Cover 3 Home and Caravan Owners' Liability) and/or 15B (Basis of Cover 3 Occupiers' and Personal Liabilities), of this Policy".

General Exclusions

The opening paragraph now states that the General Exclusions do not apply to Section 13b: Engineering Inspection, of this Policy, or the Terrorism Insurance Endorsement, where attached to this Policy.

The following General Exclusion has been added:

- **Cyber** – replacing the Computer Virus and Hacking General Exclusion. This Policy does not cover cyber loss or any claim of whatsoever nature connected with loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, or the value of such Data. However, Section 5: Public Liability, Section 6: Products Liability, Basis of Cover 3: Home and Caravan Owners' Liability under Section 15A: Farm Home Buildings, or Basis of Cover 3: Occupiers' and Personal Liabilities under Section 15B: Home Contents, may provide cover for any ensuing Bodily Injury or Damage to Property.

This General Exclusion does not apply to Optional Extension D: Engineering Damage to Bulk Milk Tanks including Loss of Contents, under Section 11: All Risks on Machinery and/or Apparatus nor consequential loss resulting therefrom under Section 2: Business Interruption.

The following General Exclusion has been updated:

- **War, Government Action and Terrorism:**
 - in item **a**, the words "to the extent stated in Section 4: Terrorism, of this Policy" has been updated to "to the extent stated in the Terrorism Insurance Endorsement, where attached to this Policy, or to the extent stated in the Terrorism Damage Provisions relating to this General Exclusion", for clarity.

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- in item **a**, an exception has been added concerning the detonation of munitions of war, or parts thereof, within one mile of the property insured by this Policy, provided that the presence of such munitions does not result from a state of war current at the time of loss, destruction or damage.
- The detonation of munitions exception to this General Exclusion shall not apply to:
 - property insured which is outside the United Kingdom, the Channel Islands or the Isle of Man;
 - Section 12: Deterioration of Frozen Food and/or Refrigerated Food, Section 13a: Engineering Damage to Machinery and Plant, of this Policy;
 - Optional Additional Extension D Engineering Damage to Bulk Milk Tanks including Loss of Contents, under Section 11: All Risks on Machinery and/or Apparatus, of this Policy; or
 - interruption to or interference with the Business, under item **b** of Section 2: Business Interruption, of this Policy, in respect of Damage caused by or arising from Fragmentation, Explosion, or Breakdown (as defined in Section 11) to Bulk Milk Tanks or loss of their contents, insured by Optional Additional Extension D of Section 11, of this Policy.
- in item **b**, the sentence beginning “except to the extent stated” has been updated and now states “except to the extent stated in the Terrorism Liability Provisions relating to this General Exclusion”.
- the meaning of Government Action has been updated. The words “destruction of property” have been deleted and replaced by the words “destruction of or damage to property”.
- Terrorism Damage Provisions have been added. Where the home is insured under Section 15A: Farm Home Buildings and/or 15B: Farm Home Contents, of this Policy, cover for the home may be provided for acts of Terrorism occurring within England, Scotland or Wales but not in the territorial sea adjacent thereto nor for any chemical, biological or bio-chemical weapon; or any nuclear force, radioactive material, substance or contamination.
- the Liability Provisions have been replaced by the Terrorism Liability Provisions. Employers Liability, Public Liability, Products Liability, Home and Caravan Occupiers’ Liability or Occupiers’ and Personal Liabilities and cover may be provided for acts of Terrorism occurring within England, Scotland or Wales but not in the territorial sea adjacent thereto nor for acts of Terrorism consisting solely of the threat of force or violence.

The following General Exclusion has been removed:

- **2 Sonic Bangs** – all subsequent General Exclusions have been renumbered accordingly.

Section 1: Material Damage

The following Extension has been updated:

- **H Subrogation Waiver**
 - Item **b** has been reformatted for clarity. The following sentence applies to both items **a** and **b** of this

Extension:

“in each case within the meaning of the Companies Act 2006 or Companies (Northern Ireland) Order 1986, as applicable, at the time the Damage occurs”

- The sentence which reads “Subrogation rights are not waived in respect of Damage caused by Terrorism” has been removed

Section 2: Business Interruption

The following Extensions have been updated:

- **F Denial of Access** – the words “In the vicinity of the Premises” have been replaced with “Within one mile of the Premises”.
- **J Public Emergency** – the words “in the vicinity of the Premises” have been replaced with “within one mile of the Premises” and the sentence has been restructured to clarify the intent.
- **R Dairy Farmers Extension** – exclusion **2 a** of this Extension has been updated. The exclusion now states that the Company shall not be liable for loss arising directly from the outbreak or suspected outbreak of notifiable animal disease occurring prior to the Effective Date of this insurance.

The following Exclusion has been updated:

- Exclusions **2** has been amended to read “any loss caused by or arising from Damage to any Bulk Milk Tank (as defined in Section 11: All Risks on Machinery and/or Apparatus, of this Policy) or its contents, where such Damage is arising from or connected with a Cyber Event”.

Section 5: Public Liability

The following Definitions have been removed:

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

The following Extensions have been updated:

- **J Claims under Data Protection Legislation** – proviso **vii** has been added to note that indemnity will not apply to any compensation claim where indemnity is provided by any other insurance. Additionally, as the UK is no longer part of the EU, the following updates have been made to the meanings used in this Extension:
 - GDPR shall mean “the retained European Union law version of the General Data Protection Regulation (EU) 2016/679”.
 - “compensation claim” now means “Any sums which the Insured becomes legally liable to pay as compensation to any data subject under and in accordance with Article 82 of the United Kingdom GDPR, or any equivalent legislation in the Channel Islands or the Isle of Man, or any similar or successor legislation, including the Data Protection Act 2018 (as may be amended from time to time)”.
 - the meaning of “controller” shall have the meaning given to it in “Article 4 (7) of the United Kingdom GDPR”

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- “material or non-material damage” shall be interpreted in accordance with “Article 82 of the United Kingdom GDPR”.
- **O Environmental Statutory Clean Up Costs** – proviso d has been removed, this related to liability arising from Pollution or Contamination connected with Virus or Similar Mechanism or Hacking. This is now excluded by the Cyber General Exclusion.

Section 6: Products Liability

The following Extension has been updated:

- **F Claims under Data Protection Legislation** – proviso vii has been added to note that indemnity will not apply to any compensation claim where indemnity is provided by any other insurance. Additionally, as the UK is no longer part of the EU, the following updates have been made to the meanings used in this Extension:
 - GDPR shall mean “the retained European Union law version of the General Data Protection Regulation (EU) 2016/679”.
 - “compensation claim” now means “Any sums which the Insured becomes legally liable to pay as compensation to any data subject under and in accordance with Article 82 of the United Kingdom GDPR, or any equivalent legislation in the Channel Islands or the Isle of Man, or any similar or successor legislation, including the Data Protection Act 2018 (as may be amended from time to time)”.
 - the meaning of “controller” shall have the meaning given to it in “Article 4 (7) of the United Kingdom GDPR”
 - “material or non-material damage” shall be interpreted in accordance with “Article 82 of the United Kingdom GDPR”.

The following Exclusion has been updated:

- **5** – now completely excludes Products Supplied which to the knowledge of the Insured are to be used in any aircraft, spacecraft, rocket, missile or satellite. (Previously, only parts which were critical for the flying or navigation of these items were excluded.)

Section 13b: Engineering Inspection

The following Definition has been updated:

- **Company** – the reference to “U K Insurance Limited trading as NIG” has been replaced with “Royal & Sun Alliance Insurance Ltd trading as NIG”.

Section 14 Commercial Legal Protection and

- DAS Legal Expenses Insurance Company Limited is now ARAG Legal Expenses Insurance Company Limited. References to DAS have been replaced with ARAG. The contact details and regulatory information have been updated accordingly.

Section 15: Farm Home Section

The following Definition has been updated:

- **Property** – the words “Material property” have been replaced with “Physical property”.

Section 15A: Farm Home Buildings

The following details have been updated:

- **Basis of Cover 3 Terrorism** – this item has been removed. Cover for Terrorism is now incorporated within the Terrorism Damage Provisions of the War, Government Action and Terrorism General Exclusion, of this Policy.
- **Basis of Cover 4 Home and Caravan Owners’ Liability** – this item has been renumbered as Basis of Cover 3. All references to this Basis of Cover 4 have been amended to refer to Basis of Cover 3.

Section 15B: Farm Home Contents

The following details have been updated:

- **Basis of Cover 3 Terrorism** – this item has been removed. Cover for Terrorism is now incorporated within the Terrorism Damage Provisions of the War, Government Action and Terrorism General Exclusion, of this Policy.
- **Basis of Cover 4 Occupiers’ and Personal Liabilities**, – this item has been renumbered as Basis of Cover 3. All references to this Basis of Cover 4 have been amended to refer to Basis of Cover 3

Section 15C Family Legal Protection

- DAS Legal Expenses Insurance Company Limited is now ARAG Legal Expenses Insurance Company Limited. References to DAS have been replaced with ARAG. The contact details and regulatory information have been updated accordingly.

Important Information

The following entry has been added:

- **Data Protection** – this is a new entry providing an overview of our position regarding the information we collect about you and provides a link to our privacy notice.

The following have been updated:

- **How to complain**
 - the contact information for addressing complaints has changed. The email address for submitting complaints to NIG is now:
rsacustomerrelations@uk.rsagroup.com.
 - for Section 13b: Engineering Inspection, Section 14 Commercial Legal Protection and Section 15C Family Legal Protection, please refer to those Sections for details of how to complain.
- **Details about our Regulator** – the reference to “U K Insurance Limited” has been replaced with “Royal & Sun Alliance Insurance Ltd” and the registration number has been changed to **202323**.
- An entry has been added to the end of this Section to say that telephone calls may be recorded for training and monitoring purposes.

Footer:

The footer in the Policy documentation has been updated to reflect that which appears in this document.