



Policy Document

# Micro Photovoltaic



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# FarmWeb Micro Photovoltaic Operational Insurance Policy

NIG policies are underwritten by U K Insurance Limited. The Company will provide the insurance described in this Policy (subject to the terms, definitions, conditions, clauses and exclusions) for the period of insurance, which consists of individual Sections. The Policy should be read in conjunction with the Schedule which confirms the Sections the Insured is covered for.

The proposal form and all information supplied by or on behalf of the Insured shall be incorporated in the contract.

The parties to an insurance contract are free to choose the law that will apply. In the absence of a specific agreement between the Company and the Insured, the law applying to this Policy is English law and (except where this Policy specifically sets out a different position) the courts of England and Wales shall have jurisdiction to settle any dispute or claim that, arises out of or in connection with this Policy.

The Insured has applied to the Company for the insurance stated in this Policy and has paid, or agreed to pay, the Premium stated in the Schedule.

# General Definitions

**These definitions apply to this Policy. In addition other more specific definitions apply under some of the Policy Sections and are stated in those Policy Sections. Unless otherwise stated, any word or expression to which a particular meaning has been given in the General Definitions in this Policy or in the Definitions within the Sections of this Policy shall have that meaning wherever it appears when commencing with a capital letter in this Policy or the relevant Section respectively.**

## **Business**

The business as stated in the Schedule.

## **Company**

U K Insurance Limited trading as NIG and/or such other authorised Insurer as U K Insurance Limited may contract to underwrite any part of this Policy.

## **Insured**

The person, persons, Limited Liability Partnerships or Limited or Public Limited Company, named in the Schedule.

## **Insured Property**

Property insured by this Policy as defined in Section 1 and described in the Schedule.

## **Policy**

This policy including the Sections and the Schedule, all of which should be read together as one contract.

## **Premises**

Premises at the address(es) stated in the Schedule occupied by the Insured for the purposes of the Business.

## **Schedule**

The schedule applicable to this Policy.

# General Conditions

**These Conditions apply to this Policy. The Insured must comply with these Conditions. Where additional Conditions apply to a specific Section of this Policy, they are stated under that Section.**

## 1 Limit of Liability

The liability of the Company in respect of any one loss or series of losses arising out of any one occurrence shall not exceed:

- a** the amount or amounts specified in Section 1: Material Damage and Machinery Breakdown in the Schedule, as the Limit of Liability; or
- b** any other applicable limit of liability under this Policy.

The inclusion of more than one Insured in the Policy shall not increase the liability of the Company.

## 2 Excess / Deductible

In the event that more than one Excess or Time Deductible applies under a Section of this Policy, the largest Excess or Time Deductible shall apply under such Section.

The Excess or Time Deductible shall apply separately under each Section of this Policy even if both insurances are involved in a single occurrence.

## 3 Precautions

It is a condition precedent to the liability of the Company that the Insured shall exercise due diligence in complying with any statute or order and ensure that the Insured Property is maintained and operated in accordance with manufacturers' or suppliers' recommendations.

The Insured shall also take all reasonable precautions to prevent loss, destruction or damage.

## 4 Right of Access and Inspection

Representatives of the Company shall at any reasonable time have the right of access and to inspect and examine the risk. The Insured shall provide the representatives of the Company with all details and information necessary for the assessment of the risk and or any occurrence which has given rise to or may give rise to a claim under the Policy.

## 5 Transfer of Interest

If, at the time of an indemnifiable claim, the Insured has contracted to sell their interest in any Insured Property and the purchase has not been, but is thereafter, completed by the purchaser, on completion of the purchase (if and so far as the Insured Property is not otherwise insured against such loss by them or on their behalf), the purchaser shall be entitled to benefit under this insurance without prejudice to the rights and liabilities of the Insured or the Company until completion.

## 6 Alteration in Risk

The insurance under this Policy may be avoided if:

- a** the Business be wound up or carried on by a liquidator or receiver or permanently discontinued;
- b** the Insured's interest ceases other than by death;
- c** any alteration be made either in the Business or in the Premises or property whereby the risk of loss, destruction or damage is increased; or
- d** any loss minimising factors in existence at the commencement of the insurance be reduced, discontinued or not maintained.

Provided that cover may continue subject to the alteration in the risk being accepted by the Company.

## 7 Suspension of Cover

The Company reserves the right to immediately suspend this insurance either in whole or in part at any time by giving notice to the Insured at the Insured's last known address until the Company's requirements have been fulfilled.

The Insured shall be allowed a return premium in respect of the suspension of cover on the Insured Property or part thereof calculated on a pro rata basis for the period of suspension.

## 8 Automatic Reinstatement

The amount or amounts specified in Section 1: Material Damage and Machinery Breakdown in the Schedule, as the Limit of Liability shall be automatically reinstated from the date of occurrence of any claim provided that the Insured agrees to pay a pro rata additional premium for such reinstatement.

## 9 Misrepresentation

This Policy shall be voidable by the Company in the event of misrepresentation, misdescription or non-disclosure in any material fact.

## 10 Cancellation

### a Cancellation Rights of the Insured

- i This Policy may be cancelled by the Insured within 14 days of receipt of this Policy (this is known as the “cooling off” period). If the Insured elects to cancel within this period they must return all policy documentation to their broker, intermediary or agent, who must return such documentation to the Company and the Company will refund the full amount of premium paid by the Insured. If a claim has been made or an incident notified to the Company that could give rise to a claim during the “cooling off” period, this Policy will be treated by the Company as in force and no refund of premium will be made.
- ii If the Insured elects to cancel this Policy after the “cooling off” period has expired but still during any period of insurance, they must give 14 days notice to their broker, intermediary or agent. The Insured will be entitled to a proportionate refund of premium based on the number of days remaining in the period of insurance, unless a claim has been made (or an incident notified to the Company that could give rise to a claim) during the period of insurance when no refund of premium for the period of insurance will be made.
- iii Where the Insured pays premiums by instalments any amount of premium returned under this General Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

### b Cancellation Rights of the Company

- i The Company may cancel this Policy (or any Section of it) at any time and in any period of insurance by giving a minimum of 14 days’ notice to the Insured at the Insured’s last known address.
- ii If the Company cancels this Policy then the Insured will be entitled to a proportionate refund of premium, based on the number of days remaining in the period of insurance, unless a claim has been made (or an incident notified to the Company that could give rise to a claim) during the period of insurance when no refund of premium will be made.

- iii Where the Insured pays premiums by instalments, any amount of premium refunded under this General Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

The total amount refunded to the Insured will be calculated by the Company in accordance with the process set out above. The calculation made by the Company will be final and binding.

## 11 Headings and Interpretation

Headings have been included for ease of reference and it is understood and agreed that the terms, definitions, conditions, clauses, exclusions and extensions, of this Policy are not to be construed or interpreted by reference to such headings.

## 12 Non Invalidation

This insurance shall not be invalidated by any act or omission or by any alteration which increases the risk of an indemnifiable event unknown to or beyond the control of the Insured.

Provided that the Insured gives notice thereof to the Company as soon as practicable and pays an additional premium if required by the Company.

## 13 Arbitration

If any difference shall arise under, out of, in connection with or in relation to this Policy, or to its existence, validity, termination or to the determination of any amount payable under this Policy, such difference shall be referred to an arbitrator to be appointed with the joint agreement of the Insured and the Company in accordance with the relevant statutory provisions. Where any difference is by this Condition referred to arbitration, the making of an award shall be accepted as binding on both the Insured and the Company.

# Claims Conditions

**These Conditions apply to this Policy. The Insured must comply with these Conditions.**

## 1 Accounts

It is a condition precedent to the liability of the Company that the Company shall not be liable to make any payment under this Policy unless the Insured has paid the premium.

## 2 Subrogation

**a** In the event of a payment under this Policy, the Company shall be subrogated to the Insured's rights of recovery against any person or organisation. The Company may at its own expense use legal means in the name of the Insured to secure reimbursement for loss, destruction or damage and it is a condition precedent to the liability of the Company that the Insured shall give all reasonable assistance for that purpose.

**b** It is a condition precedent to the liability of the Company that:

- i** the Insured shall do nothing before or after any payment to prejudice the subrogation rights of the Company and shall take, and permit to be taken, all steps necessary for enforcing rights against any other party in the name of the Insured; and
- ii** at the request of the Company the Insured shall provide such information and co-operation as the Company may require.

## 3 Conditions Precedent

Every condition precedent to which this Policy or any Section or item thereof is, or may be, made subject shall, from the time the condition precedent attaches, apply and continue to be in force during the whole currency of this Policy. 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.

## 4 Fraud

Presentation of any fraudulent claim or use of any fraudulent means to obtain benefit under this Policy by either the Insured or any person acting on behalf with the Insured's knowledge shall result in this Policy being voidable.

## 5 Claims Notification and Requirements

- a** It is a condition precedent to the liability of the Company that:
- i** in the event of any occurrence giving rise or likely to give rise to a claim under this Policy the Insured or the representative of the Insured shall immediately notify the Company in writing giving full particulars and information;
  - ii** in the case of theft, wilful damage or other criminal offence, the Insured shall also notify the police and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering the Insured Property;
  - iii** the Insured shall also take all reasonable action to prevent or minimise the loss and prevent further loss, destruction or damage and retain any damaged Insured Property or parts thereof;
  - iv** the Insured has produced to the reasonable satisfaction of the Company, accounts, invoices, receipts and other documentation stating that repairs have been carried out or replacement has taken place as the case may be;
  - v** following indemnifiable loss, destruction or damage to any part of the Insured Property, the Insured shall pay any costs which are necessary to preserve without limitation, reduction or prejudice, all benefit under any manufacturers or suppliers guarantee or warranty or any maintenance contract or provision; and
  - vi** the Company shall not be liable for any further loss, destruction or damage, resulting from the continued use of the Insured Property until repaired to the satisfaction of the Company.
- b** The Insured shall not be entitled to abandon the Insured Property, or any part thereof, to the Company irrespective of whether the Company has taken possession of the Insured Property or part thereof.
- c** Where liability under this Policy is admitted the Insured shall be entitled to receive payment or payments as agreed between the Insured and the Company in advance of final settlement.

## 6 Other Insurances

This Policy does not cover any loss, destruction or damage, which at the time of such loss destruction or damage is insured by, or would but for the existence of this Policy be insured by, any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Policy not been effected.

## 7 Salvage and Recoveries

When in connection with any indemnifiable claim under this Policy any salvage or recovery is received subsequent to payment of such claim, the payment shall be recalculated on the basis on which it would have been settled had the amount of salvage or recovery been known at the time the payment was originally determined.

Any amount due hereunder shall become immediately payable.



# General Exclusions

**These General Exclusions set out what is not covered under this Policy. Where additional exclusions apply to a specific Section of this Policy, they are set out in that Section.**

## This Policy does not cover:

### 1 War

loss, destruction, damage, cost or expense directly or indirectly occasioned by, happening through or in consequence of, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or loss, destruction of or damage to property by or under the order of any government or public or local authority.

### 2 Terrorism

loss, destruction, damage, cost or expense of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this General Exclusion, Terrorism shall mean:

Any act or acts of any person or persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence and/or the threat thereof, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

This General Exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with, any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

If the Company alleges that by reason of this General Exclusion, any loss, destruction, damage, cost or expense, is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

In the event that any portion of this General Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### 3 Nuclear Risks

loss, destruction of, or damage, to any Insured Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### 4 Seepage, Pollution and Contamination

- a loss, destruction, damage, cost, expense or loss of use of Insured Property, directly or indirectly caused by seepage, pollution or contamination, unless such loss, destruction, damage, cost, expense or loss of use of Insured Property, results from seepage, or pollution or contamination, which is caused by a sudden, unintended and unexpected happening during the period of insurance;
- b the cost of removing, nullifying or cleaning up, seeping, polluting or contaminating substances, unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of insurance; or
- c fines, penalties, punitive or exemplary damages.

Provided that no cover referred to in this General Exclusion shall extend this insurance to cover any loss, destruction, damage, cost, expense or loss of use of Insured Property, which would not have been covered under this insurance had this General Exclusion not applied to this Policy.

The maximum liability of the Company for any cover referred to in this General Exclusion is £25,000 in respect of any one loss or series of losses arising out of any one occurrence.

## 5 Micro Organism

loss, damage, claim cost, expense or other sum, directly or indirectly arising out of or relating to mould, toxic mould, mildew, fungus, spores or other micro organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This General Exclusion applies regardless of whether there is:

- a** any physical loss or damage, to Insured Property;
- b** any insured peril or cause, whether or not contributing concurrently or in any sequence;
- c** any loss of use, occupancy or functionality; or
- d** any action required including, but not limited to, repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns.

## 6 Electronic Data

loss, damage, destruction, distortion, erasure, corruption or alteration, of Electronic Data from any cause whatsoever including, but not limited to, Computer Virus or loss of use, reduction in functionality or cost or expense of whatsoever nature resulting therefrom, regardless of any other cause or event, contributing concurrently or in any other sequence to the loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data other than in the event that a Defined Peril results from any of the matters described above whereby this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the period of insurance to Insured Property directly caused by such Defined Peril.

Provided that in respect of the cover referred to in this General Exclusion:

- a** should electronic data or processing media, insured by this Policy, suffer physical loss or damage, insured by this Policy, the basis of valuation shall be the cost of the blank media plus the costs of copying the electronic data from back-up, or from originals of a previous generation;
- b** the costs described in a above shall not include research and engineering or any costs of recreating, gathering or assembling, such electronic data;
- c** if the media is not repaired, replaced or restored, the basis of valuation shall be the cost of the blank media; and

- d** this Policy does not insure any amount pertaining to the value of such electronic data to the Insured or any other party even if such electronic data cannot be recreated gathered or assembled.

For the purposes of this General Exclusion:

Electronic Data shall mean:

Facts, concepts and information, converted to a form useable for communications, interpretation or processing, by electronic and electromechanical, data processing or electronically controlled, equipment and includes programmes, software and other coded instructions, for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus shall mean:

A set of corrupting, harmful or otherwise unauthorised, instructions or code including a set of maliciously introduced unauthorised instructions or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to Trojan horses, worms and time or logic bombs.

Defined Perils shall mean:

Fire, Lightning, Explosion or Collapse.

# Section 1: Material Damage and Machinery Breakdown

This Section indemnifies the Insured in the event of Material Damage to or Machinery Breakdown of Insured Property, occurring during the period of insurance.

## Definitions

The definitions which apply to this Section are in addition to the General Definitions.

### Current New Replacement Value

The cost of replacing the Insured Property by new property of the same kind, size, quality and capacity including the purchase costs of the Insured Property and all associated expenses including erection and transport costs and all taxes.

### Excess

The first part of a claim or of all claims in the aggregate, arising out of any one loss or series of losses arising out of any one occurrence.

### Insured Property

#### a Photovoltaic Unit

Any photovoltaic unit including any mechanical and electrical equipment used solely in the operation of such photovoltaic unit including inverter, transformer, meter, switchgear, cabling, telecommunication devices, controlling computer, mounting structures, solar tracker and any foundations for such photovoltaic unit.

#### b Other Property

Substation and distribution transformers, wiring, anemometers, buildings and generator housings.

### Machinery Breakdown

The actual breaking, failure, distortion or burning out, of any part of the Insured Property whilst in ordinary use arising from defects in the Insured Property causing its sudden stoppage and necessitating repair or replacement, before it can resume operation.

### Material Damage

Physical loss or destruction of or damage (other than Machinery Breakdown), from a peril or occurrence not excluded herein.

## Extensions

The insurance provided by this Section is extended to include the following:

### A Public Authorities Requirements

The Company shall pay the additional costs of complying with public authorities' requirements. These additional costs of repair, reinstatement or replacement, of the Insured Property may be incurred with the consent of the Company in complying with building regulations or local authority or other statutory requirements, which are in force at the time of the occurrence of the Material Damage or Machinery Breakdown in respect of the Insured Property.

The payment of these additional costs is subject to the work being completed within 12 months of the occurrence of such Material Damage or Machinery Breakdown or within such further time as the Company may allow.

Provided that:

- a the Company shall not be liable under this Extension for:
  - i requirements relating to property not subject to Material Damage or Machinery Breakdown nor portions of Insured Property not subject to Material Damage or Machinery Breakdown other than foundations (unless foundations are specifically excluded from this insurance);
  - ii any rate tax, duty, development or other charge or assessment, which may arise out of capital appreciation as a result of complying with any of the regulations or requirements referred to; and
- b the amount payable under this Extension shall not exceed £25,000 in respect of any one loss or series of losses arising out of any one occurrence.

### B Debris Removal

The Company shall pay the costs of removing debris being the cost incurred with the agreement of the Company in dismantling, demolishing and removing debris as a result of the Insured Property being the subject of a claim under this Section but excluding any costs or expenses:

- a incurred in removing debris from outside the site of the Premises at which the loss has occurred other than from the area immediately adjacent to the site; or
- b rising from seepage, pollution or contamination of property not covered by this insurance.

Provided that the amount payable under this Extension shall not exceed £25,000 arising out of any one loss or series of losses arising out of any one occurrence.

### C Professional Fees

The Company shall pay the cost of professional fees being those necessarily incurred in the repair, reinstatement or replacement, of the Insured Property consequent on it being subject to Material Damage or Machinery Breakdown, where insured by this Section.

These fees shall include, subject to the agreement of the Company, consulting engineers' fees relating to the investigation of repairs and tests following such Material Damage or Machinery Breakdown.

Provided that:

- a the cost of preparing any claim is excluded; and
- b the amount payable under this Extension shall not exceed £25,000 arising out of any one loss or series of losses arising out of any one occurrence.

### D Transit

The Company shall pay for Material Damage to the Insured Property occurring during transit (other than by sea or air), loading or unloading from a vehicle, storage during the journey or deviation en route between the Premises and another site, for the purposes of repair, modification, reinstatement or replacement.

Provided that the amount payable under this Extension shall not exceed £25,000 arising out of any one loss or series of losses arising out of any one occurrence.

### E Expediting Costs

The Company shall pay the reasonable cost of effecting temporary repair and expediting permanent repair, reinstatement or replacement including overtime working and the use of express or other means of rapid transport.

Provided that:

- a the approval of the Company to such means of repair, reinstatement or replacement has first been obtained; and
- b the amount payable under this Extension shall not exceed the lesser of:
  - i 10% of the cost of repair; or
  - ii £25,000.

arising out of any one loss or series of losses arising out of any one occurrence.

### F Loss Avoidance Measures

The Company shall pay the reasonable costs incurred in taking exceptional measures to prevent or mitigate impending loss, destruction or damage, for which indemnity is provided by this Section.

Provided that:

- a the loss, destruction or damage would reasonably be expected if such measures were not implemented;
- b the Company is satisfied that the loss, destruction or damage has been avoided or mitigated by means of the exceptional measures;
- c the amount payable will be limited to the cost of loss, destruction or damage, which would have otherwise occurred;
- d the terms, conditions and exclusions of this Policy apply as if loss, destruction or damage had occurred; and
- e the amount payable under this Extension shall not exceed £25,000 arising out of any one loss or series of losses arising out of any one occurrence.

### G Newly Acquired Property

Cover is provided for property newly acquired by the Insured as soon as the Insured shall have an insurable interest therein subject to a limit of liability of £25,000.

The Insured shall advise the Company within 60 days of acquiring additional property which exceeds the limit of liability specified in this Extension and a pro rata additional premium shall be paid for the remainder of the period of insurance.

## Clauses

The following Clauses apply to this Section.

### 1 Basis of Loss Settlement

The Company shall pay:

- a** where the Insured Property is lost, destroyed, or significantly damaged whereby it cannot be economically repaired, the cost of replacing the property by similar property equal to, but not better or more extensive than, its condition when new; or
- b** where the Insured Property is damaged, the repair costs of the damage and or reinstatement of the damaged portion to a condition substantially the same as, but not better or more extensive than, its condition when new.

Provided that:

- i** if any Insured Property has not been repaired or replaced within 24 months from the date of loss, destruction or damage, the Company shall not be liable for more than the actual cash value (taking account of proper deduction for depreciation) of the Insured Property at the time of such loss, destruction or damage;
- ii** if any item of the Insured Property having a measurable output is lost or destroyed (in whole or in part) and which is capable of replacement with a new item which performs a similar function, then the amount payable by the Company in respect of such Insured Property shall be as follows:
  - a** if any lost or destroyed Insured Property is to be replaced by an item which has the same or lesser output then the amount payable thereof is the new installed cost of such replacement item as would give the same output as the damaged item;
  - b** if any lost or destroyed Insured Property is to be replaced by an item which has a greater total output and the replacement cost is no greater than the value of the lost or destroyed item, then the amount payable shall be the cost of the replacement item and no deduction shall be made due to improved output; or
  - c** if any lost or destroyed Insured Property is to be replaced by an item which has a greater total output and the replacement cost is greater than the value of the lost or destroyed item, then the amount payable is that proportion of the new installed cost of the replacement item as the output of the damaged item bears to the output of the replacement item.

The difference between the amount payable and the new installed cost of the replacement shall be borne by the Insured;

- iii** where Material Damage or Machinery Breakdown is covered by this Section and occurs to only part of the Insured Property, the liability of the Company shall not exceed the amount which the Company would have been liable to pay had the Insured Property been wholly destroyed;
- iv** if the development or discovery of a defect in any Insured Property shall indicate or suggest that a similar defect exists in any other item of Insured Property, the limit of the Company's liability for loss, destruction or damage, caused by or resulting from such defect shall be calculated under the Policy according to the following scale, less the Excess:
  - 100% of the amount payable in respect of the first such event;
  - 75% of the amount otherwise payable in respect of the second such event;
  - 50% of the amount otherwise payable in respect of the third such event; and
  - 25% of the amount otherwise payable in respect of the fourth such event.

Further such events will not be indemnified.

On discovery of such defect the Insured shall forthwith investigate and, if necessary, rectify as soon as is reasonably practicable the defect in all such Insured Property at the expense of the Insured.

If the Insured does not investigate and rectify the defect, the Company reserves the right to suspend the insurance for loss, destruction or damage, caused by or resulting from such defect or circumstance until rectification is completed to the satisfaction of the Company;
- v** repair or reinstatement may be carried out wholly or partially upon another site and in any manner suitable to the requirements of the Insured provided that the liability of the Company is not increased; and
- vi** the Company shall be liable for no greater proportion of any loss, destruction or damage than the Total Insured Value specified in the Schedule bears to the Current New Replacement Value of the Insured Property at the time of any claim.

## 2 72 Hours Clause

All loss, destruction or damage, to Insured Property occurring during any one period of 72 consecutive hours caused by bush fire, forest fire, subsidence, landslide, water, flood, inundation, windstorm, cyclone, typhoon, hurricane, tornado, tsunami, earthquake, volcanic eruption or other convulsion of nature, shall be deemed to be one occurrence for the purpose of determining the number of Excesses applicable under this Policy.

The Insured may elect the moment from which each 72 hours period shall commence provided that only one such period of 72 hours shall apply in respect of any one occurrence.

## Conditions

The following Condition applies to this Section.

### Manufacturers' / Suppliers' Guarantees or Warranties / Maintenance Contracts

It is a condition precedent to the liability of the Company that:

- a there shall be a maintenance contract or provision in force embracing the Photovoltaic facility and any distribution transformers;
- b such contractual arrangements shall be declared to, and agreed by, the Company prior to inception of this Policy;
- c the Insured shall not alter or cancel any such arrangements without the prior agreement of the Company; and
- d the Insured shall advise the Company before expiry of any guarantee, warranty or maintenance contract or provision and the Company may vary the terms, definitions, conditions, clauses and exclusions, of this Policy as a consequence thereof.

## Exclusions

The Company shall not be liable under this Section for:

### 1 Normal Upkeep

the cost of normal upkeep, maintenance or routine making good of the Insured Property;

### 2 Cessation of Operation

loss, destruction or damage, where the Business of the Insured ceases for a continuous period of 30 days or more unless expressly agreed by the Company.

This Exclusion shall not apply to the first 30 consecutive days of such period;

### 3 Sea or Air Transit

loss, destruction or damage, occurring whilst the Insured Property is in transit by sea or air or whilst offshore;

## 4 Improvements

any costs incurred with or in consequence of improvements or overhauls, following indemnifiable damage unless provided for elsewhere under this Policy;

## 5 Defects

all costs rendered necessary by defects of material, workmanship, design, plan or specification. Should damage occur to any portion of the Insured Property containing any of the said defects, the cost of replacement or rectification which is hereby excluded is that cost which would have been incurred if replacement or rectification of the Insured Property had been put in hand immediately prior to the said damage.

For the purpose of this Policy and not merely this exclusion, it is understood and agreed that any portion of the Insured Property shall not be regarded as damaged solely by virtue of the existence of any defect of material, workmanship, design, plan or specification.

## 6 Guarantee / Warranty / Maintenance

the cost of repairing, reinstating or replacing Insured Property recoverable under any manufacturer's or supplier's guarantee or warranty or any maintenance contract or maintenance provision;

## 7 Deterioration

degradation, corrosion, rust, oxidation, erosion, crustation, wear and tear, wasting, wearing away or wearing out, abrasion or other deterioration including that caused by atmospheric conditions, gradually developing defects including cracking, scratching or chipping of painted or antireflective coated or polished surfaces.

However, resultant loss, destruction of or damage, to Insured Property caused by or arising out of such deterioration is not excluded under this Section;

## 8 Shrinkage

natural settling, shrinkage, bulging, expansions in foundations, walls, floors or ceilings.

However, resultant loss, destruction of or damage, to Insured Property caused by or arising out of such shrinkage is not excluded under this Section;

## 9 Experiments and Overload

loss, destruction or damage, caused by or arising out of intentional overloading, testing, experiments or similar tests involving the imposition of any abnormal conditions;

## 10 Intentional Acts

loss, destruction or damage, caused by or arising out of any intentional act or wilful omission of the Insured (other than an act or omission the purpose of which is an exceptional measure to prevent injury, loss, destruction or damage) which, having regard to the nature and circumstances of the act or omission could reasonably be expected to cause, contribute to or exacerbate any loss, destruction or damage;

## 11 Dishonesty

loss, destruction or damage, caused by theft, infidelity, dishonesty, embezzlement, fraud or fraudulent misappropriation of the Insured's Property, by any of the Insured's employees;

## 12 Unexplained Losses

unaccountable losses or losses discovered on the occasion of checks or inventories, unless the Insured can produce reasonable proof that such losses are as a result of an identifiable occurrence; or

## 13 Excess

the amount specified as the Excess as detailed in the Schedule.

# Section 2: Business Interruption

If the Business carried on at the Premises of the Insured is totally or partially interrupted in consequence of an Event occurring during the period of insurance, this Section indemnifies the Insured for the amount of loss resulting from such interruption, in accordance with the basis of cover stated in the Schedule and described below.

Provided that:

- a cover under this Section shall be conditional upon insurance being in force under the Material Damage and Machinery Breakdown Section of this Policy and liability for such Material Damage or Machinery Breakdown being admitted by the Company thereunder.

If no payment shall have been made or liability admitted solely due to the operation of any Excess applicable to the Material Damage and Machinery Breakdown Section of this Policy, or by virtue of the application of Exclusion 6 Guarantee / Warranty / Maintenance under the Material Damage and Machinery Breakdown Section of this Policy, then this proviso shall not apply; and

- b the liability of the Company under this Section in respect of any one loss or series of losses arising out of any one occurrence shall not exceed 125% of the Estimated Gross Revenue amount specified in the Schedule.

## Definitions

The definitions which apply to this Section are in addition to the General Definitions.

### Annual Gross Revenue

The Gross Revenue during the 12 months immediately before the date of an Event (appropriately adjusted where the Business has not completed its first year of trading).

### Estimated Gross Revenue

The amount declared by the Insured to the Company as representing not less than the Gross Revenue which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the period of insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months).

### Event

Material Damage or Machinery Breakdown.

### Gross Revenue

The money paid or payable to the Insured for electricity generated in the course of the Business at the Premises of the Insured.

### Indemnity Period

The period commencing with the occurrence of an Event and ending not later than the Maximum Indemnity Period specified in the Schedule during which the results of the Business shall be affected in consequence of an Event.

### Standard Gross Revenue

The Gross Revenue during that period corresponding with the Indemnity Period in the 12 months immediately before the date of an Event, appropriately adjusted where the Indemnity Period exceeds 12 months.

Adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business, either before or after an Event, or which would have affected the Business had an Event not occurred.

The figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for an Event, would have been obtained during the relative period after an Event.

NOTE:

For the purpose of any claim arising from an Event occurring before the completion of the first year's trading of the Business, the term Standard Gross Revenue shall be defined as follows and not as stated above.

### Standard Gross Revenue

The Gross Revenue realised during the period between the date of the commencement of the Business and the date of an Event, appropriately adjusted where such period is less than the Indemnity Period.

Adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business, either before or after an Event, or which would have affected the Business had an Event not occurred.

The figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for an Event, would have been obtained during the relative period after an Event.

### Time Deductible

The period stated in the Schedule commencing with the occurrence of an Event for which no indemnity is provided under this Section.



## Basis of Cover

### Estimated Gross Revenue

The insurance in respect of Estimated Gross Revenue is limited to loss of Gross Revenue:

- a being the amount by which the Gross Revenue during the Indemnity Period shall, in consequence of an Event, fall short of the Standard Gross Revenue; and
- b the Increase in Cost of Working, being the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross Revenue which, but for the additional expenditure, would have taken place during the Indemnity Period in consequence of an Event, but not exceeding the amount of the reduction in Gross Revenue thereby avoided,

less any sum saved during the Indemnity Period in respect of working expenses and standing charges of the Business as may cease or be reduced in consequence of an Event.

Provided that if the sum representing 125% of the Estimated Gross Revenue amount (specified in the Schedule) is less than the Annual Gross Revenue, or a proportionately increased multiple thereof where the Maximum Indemnity Period stated in the Schedule exceeds 12 months, the amount payable shall be proportionately reduced.

### Professional Accountants' Charges

Notwithstanding proviso b at the beginning of this Section concerning the liability of the Company, the Company shall in addition pay the reasonable costs of professional accountants incurred by the Insured to produce information required by the Company to establish the amount of the loss payable under this Section.

Provided that the amount payable under this Section for such costs shall in no case exceed £25,000 in respect of any one loss or series of losses arising out of any one occurrence.

## Clauses

The following Clauses apply to this Section.

### 1 Declaration of Estimated Gross Revenue

The Insured shall, prior to each renewal of the Policy, provide the Company with the Estimated Gross Revenue for the financial year most nearly concurrent with the ensuing period of insurance, or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months.

### 2 Value Added Tax

To the extent that the Insured is accountable to the tax authorities for Value Added Tax or similar tax, all terms in this Section shall be exclusive of such tax.

## Exclusions

The Company shall not be liable under this Section for:

- 1 loss of Gross Revenue for any time during which the Business would not or could not continue if the Event had not occurred;
- 2 consequential loss of any kind not specifically covered by this Policy including, but not limited to:
  - a suspension, cancellation or lapse of any lease, contract, licence or order, loss of contract;
  - b penalties of any kind including penalties for late or non completion of orders, fines, liquidated damages or aggravated, punitive or exemplary damages, breach of contract; or
  - c lack of or guarantees of performance, efficiency or delay.

Any costs or expenses incurred to eliminate or reduce any such consequential loss are not indemnifiable under this Section;

- 3 loss of Gross Revenue arising out of failure of the Insured to use due diligence and dispatch and all reasonable means in order to resume Business following an Event;
- 4 loss of Gross Revenue arising out of the deliberate act or omission of the electricity supplier or authority or Grid operator; or
- 5 Time Deductible

The number of days specified as the Time Deductible as detailed in the Schedule.

# Important Information

## The Insured's right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent, who arranged the Policy within 14 days of receipt. The Company will return any premium paid in accordance with General Condition 10 Cancellation.

## Cancellation

If you wish to cancel the contract at any other time, please contact the broker, intermediary or agent, who arranged the Policy. Any return of premium will be made in accordance with the General Condition 10 Cancellation.

## Instalments – Consumer Credit Agreement

If you have chosen to pay by instalments with NIG please read the terms and conditions of your consumer credit agreement. Failure to comply with the terms and conditions of your consumer credit agreement may affect your Policy.

## How to make a claim

Please contact, in the first instance, the broker, intermediary or agent, who arranged the Policy. Please quote your Policy number.

## How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the Policy they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address, quoting your policy number.

The Chief Executive,  
NIG  
Churchill Court  
Westmoreland Road  
Bromley BR1 1DP

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

South Quay Plaza,  
183 Marsh Wall,  
London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**.

## Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on **0800 111 6768**. The Prudential Regulation Authority website can be visited at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru), or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

## Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk)

**Whoever you are contacting, please always quote your Policy Number as it will help your enquiry or complaint to be dealt with promptly.**

