



RURAL
INSURANCE

Rural Insurance

Micro Wind Operational Insurance

Policy Wording

Rural Insurance agricultural and rural insurance specialists

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Micro Wind Operational Insurance

This Policy has been arranged by Rural Insurance in accordance with a binding authority agreement with

HSB Engineering Insurance Limited

Registered Office: New London House, 6 London Street, London EC3R 7LP

Registered in England and Wales No.02396114

FSA Registration number 202738

In Consideration of the Premium specified in the Schedule attached to and forming part of this Policy, HSB Engineering Insurance Limited (hereinafter called the Company) agrees, subject to the Conditions and Exclusions contained in this Policy, or subsequent Endorsements, to indemnify the Insured named in the Schedule in accordance with the scope of cover specified in this Policy.

The Contract will be subject to English Law and subject to the exclusive jurisdiction of the English courts unless The Insured is domiciled in Scotland in which event Scottish Law shall apply and the Courts of Scotland shall have exclusive jurisdiction

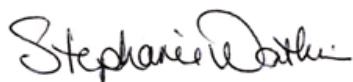
The liability of the Company shall in no case exceed the Limits of Liability or Sub Limits of Liability stated in the Schedule or specified elsewhere in this Policy.

This Policy shall comprise of the Scope of Insurance, Definitions, Exclusions and Conditions, together with the Schedule, and shall be read as one contract between the Insured and the Company. Any word or expression to which a specific meaning has been attached in any part shall bear such meaning wherever it may appear unless otherwise stated.

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.

Please read this Policy in its entirety and make certain it is in accordance with your insurance requirements.

Signed for and on behalf of the Company:



Stephanie Watkins

Chief Executive Officer and Managing Director

HSB ENGINEERING INSURANCE LIMITED

New London House

6 London Street

London

EC3R 7LP

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SECTION A (i)

MATERIAL DAMAGE and MACHINERY BREAKDOWN SCOPE OF INSURANCE

Insuring clause

This Policy indemnifies the Insured against Material Damage and Machinery Breakdown to Insured Property during the Period of Insurance subject to the terms, Conditions and Exclusions contained in the Policy.

Basis of Loss Settlement

The Company shall pay:

- where the Insured Property is 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.
- 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.

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.

Wind Turbine Generator Units

If at the time of loss a Wind Turbine Generator Unit is in series production by its manufacturer, the maximum liability of the Company in respect of such unit shall not exceed 130.00 per cent of the value of the unit (or part thereof) used by the Insured in establishing the Total Insured Value at the commencement of the Period of Insurance.

If at the time of loss a Wind Turbine Generator Unit is not in series production by its manufacturer, the maximum liability of the Company in respect of such unit shall not exceed 100.00 per cent of the value of the unit (or part thereof) used by the Insured in establishing the Total Insured Value at the commencement of the Period of Insurance.

The Insured shall bear any cost in excess of the amounts specified above.

Debris Removal costs can be included in any claim up to the Sub Limit of Liability specified in the Policy. These costs are in addition to supply and erection costs as specified in the Sub Limits of Liability applicable to the Wind Turbine Generator Units.

Following the discovery of any loss, destruction or damage to any blade in a Wind Turbine Generator Unit, the Company shall not be liable for any costs involved in modifying, restoring, repairing, reinstating or replacing any undamaged blades.

Partial Damage

Where indemnifiable damage 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.

Repair, Reinstatement or Replacement on another Site

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.

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 damage.

The payment of these additional costs is subject to the work being completed within twelve months of the occurrence of the damage or within such further time as the Company may allow.

Provided that the Company shall not be liable for requirements relating to undamaged property or undamaged portions of Insured Property other than foundations (unless foundations are specifically excluded from the insurance), 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.

Cover is subject to a limit of £25,000 any one occurrence.

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 but excluding any costs or expenses:

- 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.
- arising from seepage, pollution or contamination of property not covered by this insurance.

Cover is subject to a limit of £25,000 any one occurrence.

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.

These fees shall include, subject to the written agreement of the Company, consulting engineers' fees relating to the investigation of repairs and tests following indemnifiable damage.

The cost of preparing any claim is excluded.

Cover is subject to a limit of £25,000 any one occurrence.

Transit

The Company shall pay for physical loss or destruction of or damage to the Insured Property occurring during transit (other than by sea or air), loading, unloading, storage or deviation en route between the Location and another site for the purposes of repair, modification, reinstatement or replacement.

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 the approval of the Company to such means of repair, reinstatement or replacement has first been obtained.

Cover is subject to a limit of 10 per cent of the cost of repair or £25,000 whichever is less.

Loss Avoidance Measures

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

- the loss, destruction or damage would reasonably be expected if such measures were not implemented.
- the Company is satisfied that the loss, destruction or damage has been avoided or mitigated by means of the exceptional measures.
- the amount payable will be limited to the cost of loss, destruction or damage which would have otherwise occurred.
- the terms Conditions and Exclusions of this Policy apply as if loss, destruction or damage had occurred.

Cover is subject to a limit of £25,000 any one occurrence.

SECTION A (ii)

MATERIAL DAMAGE and MACHINERY BREAKDOWN DEFINITIONS

Material Damage

Physical loss or destruction of or damage to Insured Property from a peril or occurrence not excluded herein.

Machinery Breakdown

Accidental sudden and unforeseen physical loss or destruction of or damage to the Insured Property necessitating repair or replacement thereof during its normal operation, or whilst at rest or being dismantled for the purpose of cleaning, inspection and overhauling or removal to another working position at the Location or in the course of these operations themselves or subsequent re-erection.

Insured Property

Wind Turbine Generator Unit

Any wind turbine generator unit including any mechanical and electrical equipment used solely in the operation of such wind turbine generator unit and including the tower and foundations for such wind turbine generator unit.

Other Property

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

Deductible

The amount of a claim not payable by the Company and which shall be deducted after calculation of the amount payable under a claim.

Current New replacement Value

The cost of replacing the total of 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.

Total Insured Value

The value of the Insured Property declared by the Insured at the commencement of the Period of Insurance.

SECTION A (iii)

MATERIAL DAMAGE and MACHINERY BREAKDOWN EXCLUSIONS

The Company shall not indemnify the Insured against

Normal Upkeep

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

Cessation of Operation

Loss, destruction of or damage where the Business of the Insured ceases for a continuous period of 30 days or more unless expressly agreed by the Company in writing. This Exclusion shall not apply to the first 30 consecutive days of such period.

Sea or Air Transit

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

Improvements

Any costs incurred with or in consequence of improvements or overhauls following indemnifiable damage unless provided for elsewhere under this Policy.

Lightning and Over Voltage Protection

Loss, destruction or damage caused by Lightning or Over voltage unless the Insured Property subject to such loss, destruction or damage is fitted with zone protection according to IEC 61024 and DIN VDE 0185, or alternative standard agreed in writing between the Insured and the Company.

Defects

All costs rendered necessary by defects of material, workmanship, design, plan or specification.

Series Loss

Loss, destruction or damage caused by or resulting from a defect where a similar defect exists in any other item of Insured Property

Guarantee / Warranty / Maintenance

The cost of repairing, reinstating or replacing any loss recoverable under any manufacturer's or supplier's guarantee or warranty or any maintenance contract or maintenance provision.

Deterioration

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 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 Policy.

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 Policy.

Experiments and Overload

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

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.

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.

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.

Deductible

The amount specified as the Deductible as detailed in the Schedule.

SECTION A (iv)

MATERIAL DAMAGE and MACHINERY BREAKDOWN CONDITIONS

Average

The Company shall be liable for no greater proportion of any physical 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.

Manufacturers' / Suppliers' Guarantees or Warranties /Maintenance Contracts

There shall be a maintenance contract or provision in force embracing the Wind Turbine Generator Units and any distribution transformers. These contractual arrangements shall be declared to, and agreed by, the Company prior to inception of this Policy.

The Insured shall not alter or cancel any such arrangements without the prior agreement in writing of the Company.

The Insured shall advise the Company before expiry of any guarantee, warranty or maintenance contract or provision and the Company may vary the terms of this insurance as a consequence thereof.

Abandonment

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.

72 Hours Clause

All loss, destruction or damage to Insured Property during any one period of seventy two 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 and therefore to constitute one occurrence for the purpose of determining the number of Deductibles applicable under this Policy.

For the purpose of this specific clause, an occurrence shall mean any loss, or series of losses arising out of one event.

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 one event.

SECTION B (i)

BUSINESS INTERRUPTION INSURANCE SCOPE OF INSURANCE

Insuring Clause

If the Business carried on at the Location of the Insured is totally or partially interrupted in consequence of an Event, this Policy indemnifies the Insured against Loss of Gross Revenue and Increase in Cost of Working resulting from such interruption subject to the terms, conditions and exclusions specified in this Policy.

Basis of Loss Settlement

The Company will pay for the loss of Gross Revenue,

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

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 Limit of Liability stated 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 twelve months, the amount payable shall be proportionately reduced.

Wind Turbine Generator Unit

Where a Wind Turbine Generator Unit is not in series production by its manufacturer and it is destroyed, or significantly damaged whereby it cannot be economically repaired, the maximum Indemnity Period in respect of such unit shall be six months or the Indemnity Period specified in the Schedule whichever is the shorter.

Material Damage and Machinery Breakdown Proviso

Cover under the Business Interruption section shall be conditional upon insurance being in force under the Material Damage and Machinery Breakdown section of the Policy and liability for a Material Damage or Machinery Breakdown loss being admitted by the Company.

If no payment shall have been made or liability admitted solely due to the operation of any Deductible applicable to the Material Damage or Machinery Breakdown section of the Policy, or by virtue of the

application of the Exclusion of Guarantee or Warranty claims or Maintenance Contracts under the Material Damage or Machinery Breakdown section of the policy, then this proviso shall not apply.

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 the Business Interruption section shall be exclusive of such tax.

Professional Accountants' Charges

The Company shall 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 clause shall in no case exceed £25,000 any one occurrence.

Limit of Liability

The liability of the Company shall not exceed 120 per cent of the Estimated Gross Revenue stated in the Schedule.

SECTION B (ii)

BUSINESS INTERRUPTION DEFINITIONS

Business

The business specified in the Schedule.

Event

shall mean

- Material Damage and Machinery Breakdown

Gross Revenue

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

Time Deductible

The period stated in the Schedule commencing with the occurrence of an Event during which no indemnity is payable.

Annual Gross Revenue

The Gross Revenue during the twelve months immediately before the date of an Event.

Standard Gross Revenue

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

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 twelve months).

New Business Standard Gross Revenue

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 in this Section.

The Gross Revenue realised during the period between the date of the commencement of the Business and the date of an Event.

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 should 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.

SECTION B (iii)

BUSINESS INTERRUPTION EXCLUSIONS

The Company shall not indemnify the Insured against

Business Interruption

Loss of Gross Revenue for any time during which the Business would not or could not continue if the Event had not occurred.

Consequential Loss

Consequential Loss of any kind not specifically covered by this Policy including, but not limited to,

- suspension, cancellation or lapse of any lease, contract, licence or order, loss of contract.
- 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.
- 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 Policy.

Due Diligence

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.

Deliberate Act of the Electricity Supplier

Loss of Gross Revenue arising out of the deliberate act or omission of the electricity supplier or authority or Grid operator.

Time Deductible

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

SECTION B (iv)

BUSINESS INTERRUPTION CONDITIONS

Upwards Adjustment Clause

In the event of a loss indemnifiable under this Policy, the liability of the Company in any Period of Insurance shall not exceed 120 (one hundred and twenty) per cent of the Estimated Gross Revenue specified in the Schedule.

Declaration of Estimated Gross Revenue

As part of the renewal negotiations, the Insured shall declare to the Company the Estimated Gross Revenue.

Gross Revenue Premium Adjustment

The premium and renewal premium in respect of Reduction in Gross Revenue are provisional and are based on the Estimated Gross Revenue.

The Insured shall provide to the Company not later than three months after the expiry of each Period of Insurance a declaration confirmed by the Insured's auditors of Gross Revenue earned during the financial year most nearly concurrent with the Period of Insurance.

If an Event shall have happened giving rise to a claim for loss of Gross Revenue the above mentioned declaration shall be increased by the Company for the purpose of premium adjustment by the amount by which the Gross Revenue was reduced during the financial year solely in consequence of an Event.

If the declaration adjusted as provided for above (and proportionately increased where the Maximum Indemnity Period exceeds twelve months)

- is less than the Estimated Gross Revenue for the relative Period of Insurance, the Company will allow a pro rata return of the premium paid on the Estimated Gross Revenue.
- is greater than the Estimated Gross Revenue for the relative Period of Insurance the Insured shall pay a pro rata addition to the premium paid on the Estimated Gross Revenue.

Wind Speed

The onus shall be upon the Insured to demonstrate in the event of any insured loss that the wind speed during the period of outage was adequate for the production of electricity to take place.

The Insured shall also provide a record of wind speeds to enable any output lost to be reasonably calculated.

SECTION C

GENERAL EXCLUSIONS APPLICABLE TO MATERIAL DAMAGE / MACHINERY BREAKDOWN and BUSINESS INTERRUPTION

The Company shall not indemnify the Insured against

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.

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 exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This clause 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 exclusion, any loss, destruction, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the Assured.

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

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

Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

Seepage, Pollution and Contamination

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, pollution or contamination which is caused by a sudden, unintended and unexpected happening during the Period of Insurance.

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.

Fines, penalties, punitive or exemplary damages.

This clause shall not extend this insurance to cover any loss, destruction, or damage which would not have been covered under this insurance had this clause not been attached to this Policy.

The maximum liability of the Company for any cover provided under this clause is EUR

Micro Organism

Any 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 Exclusion applies regardless of whether there is

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

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, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic Data means 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 means 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'.

In the event that a peril listed below results from any of the matters described above 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 listed peril.

Listed Perils:

- Fire
- Lightning
- Explosion or collapse

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.

These costs will not include research and engineering or any costs of recreating, gathering or assembling such electronic data.

If the media is not repaired, replaced or restored, the basis of valuation shall be the cost of the blank media.

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.

SECTION D

GENERAL CONDITIONS APPLICABLE TO MATERIAL DAMAGE / MACHINERY BREAKDOWN and BUSINESS INTERRUPTION

Limit of Liability and Sub Limits 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 the amount or amounts specified in the Schedule as the Limit of Liability or Sub Limits of Liability. The inclusion of more than one Insured in the Policy shall not increase the liability of the Company.

The Sub Limits of Liability are in addition to the Limit of Liabilities specified in the Schedule.

Combined Limit of Liability

The maximum liability including all Sub Limits of Liability of the Company in respect of any one occurrence arising out of a Material Damage/Machinery Breakdown loss and associated Business Interruption loss shall not exceed the Combined Limit of Liability specified in the Schedule.

Deductible

In the event that more than one Deductible or Time Deductible applies to a Material Damage / Machinery Breakdown claim or Business Interruption loss, the largest Deductible or Time Deductible shall apply.

The Deductible or Time Deductible shall apply separately in respect of each claim even if both insurances are involved in a single occurrence.

Insured Property

Wherever the term "Insured Property" is used in this Policy it shall mean only that property insured by this policy and defined in Section A (ii) and described in the Schedule.

Precautions

The Insured shall exercise due diligence in complying with any statute or order and ensuring 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.

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 accident which has given rise to or may give rise to a claim under the Policy.

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 until completion of the purchase to the rights and liabilities of the Insured.

Salvage and Recoveries

When in connection with any indemnifiable loss under the Policy any salvage or recovery is received subsequent to the payment of such loss, the loss 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 loss was originally determined.

Any amount thus found to be due either party from the other shall be paid promptly.

Alteration in Risk

The Insurance under this Policy may be avoided if

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

However, cover may continue subject to the alteration in the risk being accepted by the Company and the Policy endorsed accordingly.

Suspension of Cover

The Company reserves the right to immediately suspend the insurance either in whole or part thereof at any time by giving written notice to the Insured's at the mailing address specified in the Schedule until the Company's requirements have been fulfilled.

Upon the discovery of a dangerous condition which may affect the Insured Property, either in whole or part thereof, the Company also reserves the right to immediately suspend the insurance in respect of the Insured Property, or part thereof, by giving written notice to the Insured at the mailing address specified in the Schedule.

The insurance so suspended may be reinstated by the Company but only by an endorsement issued to form part of this Policy.

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.

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.

Accounts

The Company shall not be liable to make any payment under this policy unless the Insured has paid the premium.

Subrogation

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 the Insured shall give all reasonable assistance for that purpose.

The Insured shall do nothing before or after any payment to prejudice the subrogation rights of the Company. The Insured shall take, and permit to be taken, all steps necessary for enforcing rights against any other party in the name of the Insured.

At the request of the Company the Insured shall provide such information and co-operation as the Company may require.

Automatic Reinstatement

The amounts specified in the Policy as Limits of Liability or Sub Limits of Liability of the Company 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.

Observance

The observance and fulfilment of the terms and Conditions of this Policy shall be conditions precedent to liability of the Company.

Misrepresentation

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

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 his behalf with the Insured's knowledge shall result in the Policy being voidable.

Cancellation

This Policy may be cancelled in accordance with the provisions below:

By the Insured at any time during the Period of Insurance

- Cancellation shall be made by written notice and will be effective on the date the Company receives the notice.
- The Insured is entitled to a return premium calculated on a pro rata basis less ten per cent of the annual premium which will be held back by the Company to cover administration costs.
- If the Policy is cancelled after a claim, the premium for the original insurance period remains with the Company.

By the Company by giving not less than thirty days notice of cancellation.

Cancellation shall be made by written notice to the Insured's mailing address specified in the Schedule.

The Company shall allow a pro rata return of premium to the Insured.

If insurable interest ends prior to renewal date, a pro rata return of premium shall be allowed by the Company. If insurable interest ends retroactively to inception date or the contract is null and void from inception, the Company is entitled to charge a handling fee or a proportional part of the premium to cover administration costs.

The liability of the Company ends with the declared expiry date shown in the Schedule.

Claims Notification and Requirements

In the event of any occurrence giving rise or likely to give rise to a claim under this Policy the Insured or his representative shall as soon as reasonably practicable notify the Company in writing giving full particulars and information.

The address of the Company for all claims notifications is:

The Claims Manager
HSB Engineering Insurance Limited
Cairo House
Greenacres Road
Waterhead
Oldham
OL4 3JA
ENGLAND
Telephone: +44 (0)161 621 5555
Fax: +44 (0)161 621 5507
E Mail: claims@hsbeil.com

In the case of theft, wilful damage or other criminal offence, the Insured shall 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.

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.

The Company shall not be liable to make any payment under this policy unless 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.

Following indemnifiable 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.

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.

It is a prerequisite of liability of the Company that the Insured shall comply with all requirements of this Section.

Customer Service and Complaint Resolution

We are committed to providing the highest standards of customer service and aim to achieve fair treatment and customer satisfaction in all cases. If you have any cause for complaint, therefore, we want to know about it as soon as possible.

You should initially contact the person who arranged the policy for you, to see if they can resolve matters. Alternatively you may contact us directly at the following address:-

The Group Operations Manager
HSB Engineering Insurance Ltd
Cairo House
Greenacres Road
Waterhead
Oldham
OL4 3JA
Telephone: +44 (0) 161 621 5555
Fax: +44 (0) 161 621 5500
Or e-mail us at complaints@hsbeil.com

We will always acknowledge your complaint within 5 business days and do our best to resolve it within four weeks. If the matter remains unresolved at the end of eight weeks, or you are unhappy with our final response, you may have recourse to the Financial Ombudsman Service or other independent dispute resolution services.

When we acknowledge your complaint we will send you a summary of our complaints handling procedure. This document is also available to all customers, on request.

If you make a complaint, your right to take legal action against us is not affected by this procedure.

Headings and Interpretation

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

Status of the Company

HSB Engineering Insurance Limited is a limited liability company registered in England and regulated by the UK Financial Services Authority.

Its registered number is 2396114 and address is New London House, 6 London Street, London EC3R 7LP England.

Rural Insurance

the agricultural and rural insurance specialists

Tel: 01423 876 000

Email: enquiries@ruralinsurance.co.uk

Visit: www.ruralinsurance.co.uk

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