

Section 3P

Professional Expenses Cover for Arbitration and Agricultural Land Tribunal Hearings

(Operative only if so stated in the shedule)

Definitions

Applicable to this cover only. The meaning of other words in bold type are to be found in the General Conditions of this policy.

1 We, us, our

NFU Mutual

2 DAS

DAS Legal Expenses Insurance Company Limited which administers the independent claims handling service on behalf of **NFU Mutual** and to whom notification of any claim should be addressed at:

Legal Claims Centre, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

3 You, your

As shown in the policy schedule.

4 Appointed representative

The chartered surveyor or other suitably qualified person, who has been appointed to act for **you** in accordance with the terms of this policy.

5 Date of occurrence

- (1) For arbitration on disputes under a contract of tenancy or lease regulated by the 1986 Agricultural Holdings Act or 1995 Agricultural Tenancies Act, the date of occurrence is the day upon which the arbitrator is appointed.
- (2) For disputes to be heard by an Agricultural Land Tribunal, the date of occurrence is when formal reference of the dispute is first made to the Agricultural Land Tribunal.

6 Insured incident

- (a) For arbitration on disputes under a contract of tenancy or lease regulated by the 1986 Agricultural Holdings Act or the 1995 Agricultural Tenancies Act, the **costs and expenses** of an **appointed representative** to represent **you** in arbitration proceedings where, following the failure to reach agreement between **you** and the other party,

an arbitrator is appointed to determine the rent and provided that:

- (i) this policy is operative prior to the service of the original **rent review notice** and,
 - (ii) negotiations have taken place to resolve the dispute before arbitration takes place and all suggested settlements have been, in the opinion of **DAS**, properly assessed.
- (b) For disputes that have been referred to an Agricultural Land Tribunal, the **costs and expenses** of an **appointed representative** to represent **you**.

7 Costs and expenses

All reasonable and necessary costs:

- a) chargeable by the **appointed representative** on a standard basis
- b) incurred by **your** opponents in a dispute covered by this policy if **you** have been ordered to pay them, or pay them with the agreement of **DAS**.

8 Rent review notice

The demand for arbitration as to rent served in accordance with section 12(1) of the 1986 Agricultural Holdings Act or section 10(1) of the 1995 Agricultural Tenancies Act, whichever is applicable.

Cover

We agree to cover any **insured incident** provided that:

- (a) the **date of occurrence** of the **insured incident** happens during the **period of insurance**: and
- (b) any proceedings are dealt with by arbitration or the Agricultural Land Tribunal, in accordance with provisions of the Agricultural Holdings Act (1986) or the Agricultural Tenancies Act (1995).

The most **we** will pay for all claims resulting from any **insured incident** or dispute is £20,000.

What is Not Covered

- 1 **Costs and expenses** incurred before the written acceptance of a claim by **DAS**. Please do not ask for help from a chartered surveyor before **DAS** have agreed or **you** will be responsible for any **costs and expenses** involved.
 - 2 Any claim resulting from a **rent review notice** served before this cover became operative.
 - 3 Any claim where negotiations have not taken place before the appointment of an arbitrator.
 - 4 Any claim where all suggested settlements during negotiations have not been properly assessed in the opinion of **DAS**.
 - 5 Fines, penalties, compensation or damages which **you** are ordered to pay by a court, tribunal or other authority.
 - 6 A dispute with **us** or **DAS** not otherwise dealt with under Special Condition 6.
 - 7 An application for judicial review.
 - 8 Legal action **you** take which **DAS** or the **appointed representative** have not agreed to or where **you** do anything that hinders **DAS** or the **appointed representative**.
 - 9 When either at the commencement of or during the course of a claim, **you** are bankrupt or have filed a bankruptcy petition or winding-up petition, or have made an arrangement with **your** creditors, or have entered into a deed or arrangement or are in liquidation or part or all of **your** affairs or property are in the care or control of a receiver or administrator.
 - 10 Any claim relating to any non-contracting party's right to enforce all or any part of this policy. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy.
 - 11 Any increased rent awarded to **your** landlord.
- (c) **You** must co-operate fully with **DAS** and with the **appointed representative** and must keep **DAS** up-to-date with the progress of the claim.
 - (d) **You** must give the **appointed representative** any instructions that **DAS** require.
- 2 (a) **You** must tell **DAS** if anyone offers to settle a claim and must not agree to any settlement without the written consent of **DAS**.
 - (b) If **you** do not accept a reasonable offer to settle a claim, **DAS** may instruct **us** to refuse the payment of further **costs and expenses**.
 - (c) **We** may decide to pay **you** the amount of damages that **you** are claiming or is being claimed against **you** instead of starting or continuing legal proceedings.
 - 3 (a) If **DAS** ask, **you** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited.
 - (b) **You** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.
 - 4 If an **appointed representative** refuses to continue acting for **you** or if **you** dismiss an **appointed representative**, the cover **we** provide will end at once, unless **DAS** agree to appoint another **appointed representative**.
 - 5 If **you** settle a claim or withdraw **your** claim without the agreement of **DAS**, or do not give suitable instructions to an **appointed representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**.
 - 6 If **DAS** and **you** disagree about the choice of **appointed representative**, or about the handling of a claim, **DAS** and **you** may choose another suitably qualified person to decide the matter. **We** must both agree to this in writing. If **DAS** and **you** do not agree about the choice of the second suitably qualified person, **DAS** may apply to the President of the Royal Institution of Chartered Surveyors for the appointment of a suitably qualified person, who will thereafter be the **appointed representative**. **You** will have to pay the costs of the application.
 - 7 **DAS** may at their discretion require **you** to obtain an opinion from counsel at **your** expense as to the merits of a claim or dispute. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or dispute, the cost of obtaining the opinion will be paid by **us**.

Special Conditions

- 1 (a) An **appointed representative** will be appointed by **DAS** and represent you according to their standard terms of appointment. The **appointed representative** must co-operate fully with **DAS** at all times.
 - (b) **DAS** will have direct contact with the **appointed representative**.