

## Section 1E

# Fire - General

(Operative only if so stated in the schedule)

## Definitions

### British Isles

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands but not the Republic of Ireland.

### Buildings

Buildings including

- a) landlord's fixtures and fittings in and on the buildings
- b) walls, gates, fences, yards, car-parks, roads, pavements, small outside buildings, external fuel tanks, extensions, annexes, gangways and conveniences belonging to the buildings
- c) piping, ducting, cables, wires and associated control gear, drains, inspection covers, underground sewage tanks and accessories on the premises and extending from the buildings to the public mains, but only to the extent of the Insured's responsibility.

### Business

As stated in the schedule.

### Damage

Loss, destruction or damage.

### Event Insured

An event defined in the Events Appendix and stated in the schedule to be an event insured.

### Machinery

Machinery and all other property including, so far as they are not otherwise insured, directors', partners', customers', visitors' and employees' personal effects (other than motor vehicles), for an amount not exceeding £500 in respect of any one person, but excluding

- a) **buildings, stock**, explosives and property more specifically insured
- b) documents, manuscripts, business books and computer systems records, except for the cost of the materials and of clerical labour and computer time expended in reproducing such records
- c) any expense in connection with the production of information to be recorded in documents, manuscripts, business books or computer systems records
- d) patterns, models, moulds, plans and designs, except for the cost of materials and of labour expended in reinstating such property.

Each item on machinery includes

- a) alterations and improvements to, and fixtures and fittings in or on, buildings occupied but not owned by the Insured

- b) the cost of installation.

### Premises

As stated in the schedule.

### Property Insured

As stated in the schedule.

### Stock

Stock and materials in trade.

## Cover

If **property insured** sustains **damage** at the **premises** during the **period of insurance** by an **event insured**, **NFU Mutual** will either

- a) pay the value of such property at the time of the **damage**, or the cost of repair, or
- b) at its option, reinstate or replace such property or any part of it.

Provided that the liability of **NFU Mutual** (including under cover extensions) will not exceed

- a) in respect of each item, the sum insured on that item
- b) in all, the total sum insured, at the time of the **damage**.

## Exclusions

**NFU Mutual** will not be liable for **damage**

- 1) to property caused by its own spontaneous fermentation or heating, or its undergoing any process involving the application of heat
- 2) resulting from riot or civil commotion (unless event E, event F or event R is insured in respect of such item)
- 3) resulting from earthquake or subterranean fire (unless event J or event R is insured in respect of such item)
- 4) caused by pollution or contamination, except (unless otherwise excluded) for **damage** to the **property insured** caused by
  - i) pollution or contamination, which itself results from an **event insured**
  - ii) an **event insured** which itself results from pollution or contamination.

## Cover Extensions

### 1 Additional Events

The following are deemed to be **events insured** by this section:

- 1) Accidental damage to fuel oil pipes or the underground water or gas supply pipes or underground electricity or telephone cables extending from the buildings to the public mains.
- 2) Falling trees or parts of trees, excluding
  - a) **damage** caused during a felling or lopping operation by or on behalf of the Insured
  - b) **damage** caused to fences, gates or hedges
  - c) the cost of removing fallen trees or parts of trees, except where they have given rise to a valid claim under this extension
  - d) the first £250 of each occurrence.
- 3) Falling television or radio aerials or aerial fittings or masts, but excluding the first £250 of each occurrence.
- 4) Escape of oil from a fixed heating installation or apparatus connected therewith.
- 5) Escape of fertiliser from any storage tank.

### 2 Additional Insured Costs

Each item includes costs and expenses necessarily incurred by the Insured with the consent of **NFU Mutual** in

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping, of the **property insured**, and
- d) extinguishing or attempting to extinguish a fire involving such property
- e) refilling fire extinguishing appliances, replacing used sprinkler heads and refilling sprinkler tanks as a result of extinguishing or attempting to extinguish such fire.

**NFU Mutual** will not be liable for any costs or expenses

- a) incurred in removing debris, except from the site of the property **damaged** and the area immediately adjacent to the site
- b) arising from pollution or contamination of property not insured by this section.

### 3 Capital Additions

Each item insuring **buildings** or **machinery** includes alterations, additions and improvements to them or any which are newly acquired or erected within the **British Isles** for an amount not exceeding 10% of the sum insured on the item or in the aggregate £500,000 at anyone premises, whichever is the less.

**NFU Mutual's** liability under this extension will be in addition to the sum insured.

The Insured agrees to effect insurance on such additional property as soon as practicable.

### 4 Change of Temperature

This insurance covers **damage** to **property insured** caused by change of temperature resulting from **damage** to refrigerating, electrical or conditioning plant or other apparatus used to control temperature by an **event insured**.

### 5 Contract Price

If goods sold, but not delivered, are **damaged** by an **event insured**, and the sale is cancelled, **NFU Mutual** will pay the contract price.

For the purpose of any underinsurance condition the value of goods will be ascertained on this basis.

### 6 Contracting Purchaser

If, at the time of **damage** to an insured **building**, the Insured has contracted to sell his interest in such **building** the purchaser, on completion of the purchase if and so far as the **building** is not otherwise insured against such **damage** by or on behalf of the purchaser, has the benefit of the insurance, without prejudice to the rights and liabilities of the Insured or **NFU Mutual**, until completion.

### 7 Drains and Gutters

Each item on **buildings** and **machinery** includes costs and expenses incurred by the Insured, with the consent of **NFU Mutual**, in cleaning and clearing drains, sewers or gutters, the property of the Insured or for which he is responsible, following **damage** by an **event insured**.

### 8 European Union and Public Authorities

Each item includes any additional cost of reinstatement of the **damaged** property incurred in complying with the stipulations of European Union legislation or building or other regulations under or made following an Act of Parliament, or with bye-laws of a public authority, provided that

- a) **NFU Mutual** will not be liable for the cost incurred in complying with the stipulations
  - i) under which notice has been served on the Insured prior to the **damage** occurring
  - ii) for which there is an existing requirement to be implemented within a given period
  - iii) in respect of **damage** not insured. undamaged property or undamaged portions of property (other than foundations) of that portion of the property **damaged**
- b) **NFU Mutual** will not be liable for any charge or assessment arising out of capital appreciation which may be payable as a result of compliance with the stipulations
- c) if **NFU Mutual's** liability is reduced by the application of any terms or conditions in this policy, then its liability will be reduced in the same proportion.

### 9 Glass

Each item on **buildings** includes **damage** to fixed glass and sanitaryware by an **event insured** including the cost of boarding up and the provision of a temporary door following such **damage**.

### 10 Landscaped Areas

Each item on **buildings** includes the costs incurred by the Insured of restoring landscaped areas and ornamental features following **damage** caused by the Fire Brigade or other emergency service attending the **premises** following **damage** to the **property insured** up to a maximum of £25,000 any one occurrence of **damage**.

### 11 Loss of Metered Water

The insurance includes the loss of metered water caused by **damage** by an **event insured** to any part of

the water apparatus at the **premises** up to a maximum of £2,500 any one occurrence of **damage**.

#### **12 Non-Invalidation**

The insurance will not be invalidated by an act, omission or alteration whereby the risk of **damage** is increased, with or without the knowledge of the Insured, provided that the Insured advises **NFU Mutual** as soon as reasonably practicable or upon becoming aware of such alteration and pays any additional premium required.

#### **13 Other Interested Parties**

The act or neglect of a mortgagor, proprietor in reversion, leaseholder, lessee or occupier of a **building** which increases the risk of **damage**, will not prejudice the interest of a mortgagee, heritable creditor, freeholder or lessor in the insurance, provided the latter informs **NFU Mutual** immediately on becoming aware of such act or neglect and pays any additional premium required.

#### **14 Other Interests**

The interest of other parties in property not belonging to the Insured is included.

#### **15 Private Dwellings Outbuildings Extension**

Each item on dwelling houses includes its domestic outbuildings, swimming pools, walls, gates, fences, terraces, drives and footpaths.

#### **16 Professional Fees**

The insurance on **buildings** and **machinery** includes architects', surveyors', consulting engineers', legal and other fees necessarily incurred in reinstatement but not for preparing any claim.

#### **17 Property Elsewhere**

The **property insured** (other than motor vehicles licensed for road use) is covered, up to 10% of the appropriate sum insured, while temporarily removed from the **premises** for a period of not more than 21 consecutive days within the **British Isles** or the Republic of Ireland.

#### **18 Property in the open**

**Machinery** and **stock** include property in the open at the **premises**.

#### **19 Property in Trust**

**Machinery** and **stock** include property held in trust for which the Insured is responsible.

#### **20 Rent**

Where this insurance includes an item on rent **NFU Mutual** will pay a proportionately reduced amount if the period during which the **building** is unfit for occupation is less than the period of rent insured.

#### **21 Subrogation Waiver**

**NFU Mutual** will not exercise its rights of subrogation against

- a) any parent or subsidiary company of the Insured
- b) any other subsidiary of the Insured's parent company

as defined in current legislation.

#### **22 Telephone, Gas and Water Mains**

Each item on **buildings** or **machinery** extends to cover telephones, gas, water and electric instruments, meters, trunks, conveyors, ducts, piping, cabling and accessories including similar property in the adjoining

yards and roadways or underground (and relating to any **building** insured), all belonging to the Insured or for which the Insured is responsible.

#### **23 Trace and Access**

In the event of **damage** to the **property insured** caused by bursting, overflowing or leaking of water tanks, apparatus or pipes the insurance extends to include costs incurred by the Insured with the consent of **NFU Mutual** in locating the source of the **damage** and of making good any **damage** for which the Insured is responsible, up to £5,000 any one occurrence.

#### **24 Unauthorised Use of Utilities**

Each item on **buildings** includes the cost of metered electricity, gas or water, for which the Insured is responsible, arising from its use by unauthorised occupiers up to a maximum of £10,000 any one occurrence, provided that the Insured takes all practical steps to terminate such use as soon as possible.

#### **25 Workmen**

Workmen are allowed in and about the **buildings**.

## **Warranties**

Under a warranty the Insured is asserting that certain statements or facts are and will remain accurate or that certain actions are and will be performed.

Failure to comply with a warranty, which contributes to **damage**, may result in any claim not being paid.

It is warranted by the Insured that:

#### **Fire Protection Appliances**

- a) All fire extinguishing appliances will be maintained in efficient working order.
- b) All fire break doors and shutters will be kept closed except during working hours and will be maintained in efficient working order.

#### **Maintenance**

All **property insured** will be maintained in a good state of repair during the currency of this section of the policy.

#### **Waste**

- a) All oily and greasy waste will be kept in closed metal receptacles or removed from the **buildings** each day when work ceases.
- b) All other combustible trade waste will be
  - i) swept up each day when work ceases and deposited in bags or bins, and
  - ii) removed from the **buildings** at least once per week.

## Special Conditions

### 1 Construction of Buildings

Except as otherwise stated, all **buildings** referred to in the schedule are brick, stone or concrete built and roofed with slates, tiles, concrete, asphalt, metal or sheets or slabs composed entirely of incombustible mineral ingredients.

### 2 Designation

**NFU Mutual** agrees to accept the designation under which **property insured** has been entered in the Insured's books.

Where plan numbers and/or letters are shown in the schedule they refer to a plan lodged with **NFU Mutual**.

### 3 NFU Mutual's rights following damage

When **damage** occurs which may give rise to a claim the Insured will permit any person authorised by **NFU Mutual** to

- a) enter, take or keep possession of the building or premises where the **damage** has occurred
- b) take or keep possession of, or require to be delivered to, **NFU Mutual** any other **property insured**
- c) deal with the **property insured** in a reasonable manner.

### 4 Reinstatement or Replacement

If **NFU Mutual** elects, or becomes liable, to reinstate or replace any property, it will not be bound to reinstate or replace exactly or completely, but only as circumstances permit and in a reasonably sufficient manner. **NFU Mutual** will not in any case be bound to expend, in respect of such property, more than the sum insured on that property.

### 5 Underinsurance

If the sum insured on an item, at the commencement of **damage**, is less than the value of the **property insured** within such item, **NFU Mutual** will be liable for only that proportion of the amount of the **damage** which the sum insured bears to the value.