

Section 1G

Theft-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.

Business

As stated in the schedule.

Damage

Loss, destruction or damage.

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, landlord's fixtures and fittings, walls, gates and fences, stock, securities, money, stamps, motor vehicles and their accessories, 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.

Theft

Theft or attempted theft

- a) involving forcible and violent entry to, or exit from, a building, or
- b) following assault or violence, or threat of assault or violence, to the Insured or any employee of the Insured.

Cover

If **property insured** sustains **damage** at the **premises** as a result of **theft** during the **period of insurance**, **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**.

The sums insured will be reduced by the amount **NFU Mutual** has paid or is liable to pay for any previous **damage** which has occurred during the same **period of insurance**, unless **NFU Mutual** has agreed to reinstate them.

Exclusions

NFU Mutual will not be liable

- 1) for **damage** to
 - a) property while it is in the open, or within a building of which any part of the wall or roof is normally open, unless specifically mentioned as insured by this section
 - b) safes, strongrooms, tills, cash registers or franking, gaming or vending machines
- 2) for **damage** as a result of **theft** by, or in collusion with, any member of the Insured's family, business staff or domestic servants, or any person lawfully on the **premises**
- 3) for **damage** resulting from fire, explosion, riot, strike or civil commotion
- 4) in respect of each and every happening of **damage**, for the sum stated in the schedule as the excess, such excess being applied to the amount of **NFU Mutual's** liability, as ascertained after the application of the underinsurance condition in this section.

Cover Extensions

1 Capital Additions

Each item insuring **machinery** includes alterations, additions and improvements or any 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 any one 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.

2 Contract Price

If goods sold, but not delivered, are **damaged by theft**, 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.

3 Damage to Buildings

NFU Mutual will pay for **damage** for which the Insured is responsible to buildings and landlord's fixtures and fittings at any **premises** as a result of **theft**, excluding

- a) **theft** of the building or any part of it or of landlord's fixtures and fittings
- b) **damage** to glass or the cost of boarding up if such **damage** or cost is otherwise insured.

4 European Union and Public Authorities

Each item (other than items insuring **stock**) 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.

5 Other Interests

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

6 Professional Fees

Each item (other than items insuring **stock**) includes consulting engineers', legal and other fees necessarily incurred in reinstatement but not for preparing any claim.

7 Property in Trust

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

8 Replacement Locks

NFU Mutual will pay for replacement and fitting of locks or lock mechanisms of an external door, window, safe, strongroom or alarm system if the keys are stolen.

9 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.

10 Temporary Removal (Documents and Records)

The insurance on documents, manuscripts, books, plans and writings of every description and computer systems records extends to cover such property, while temporarily removed from the **premises** but remaining in the **British Isles**, provided that

- a) **NFU Mutual's** liability, under this extension, is limited to an amount not exceeding 10% of the total value of such property at the **premises**
- b) this extension does not apply to such property in so far as it is otherwise insured.

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:

Security

- a) All protections for the security of the **property insured** will be maintained in good working order and not be withdrawn or varied without the consent of **NFU Mutual**
- b) all safes will be kept locked and their keys removed to a place of safe keeping except when deposits or withdrawals are being made
- c) whenever buildings are unattended
 - i) all protections will be put into effective operation
 - ii) keys for doors will be removed to a place of safekeeping.

Special Conditions

1 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**.

2 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.

3 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.

4 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.

