

Your policy document

# Retailers Combined Insurance



**NFU Mutual**

# Thank you

for placing your insurance with NFU Mutual.

## Cancellation Rights

If you do not wish to accept your new cover, you may cancel the cover in writing within 14 days of receiving the policy or amendment to an existing policy. We may charge pro rata for the cover provided.

## Complaints

NFU Mutual strives to provide its customers with the highest level of service and would like to know if you are not satisfied with any aspect of this. Should you wish to make comments of any kind about our service please contact the manager of our Regional Office or Call Centre which issued your policy. The address of our Regional Office can be obtained from the Agent or Broker where you purchased your insurance.

We will take any complaint seriously and endeavour to handle it fairly, consistently and promptly.

If you are not satisfied with the way in which we have dealt with your complaint, please write to the General Manager, NFU Mutual, Tiddington Road, Stratford-upon-Avon, CV37 7BJ.

In the unlikely event that you remain dissatisfied, the Financial Ombudsman Service may be prepared to review your complaint. No charge is made for this service and you should write to:

The Financial Ombudsman Service,  
South Quay Plaza,  
183 Marsh Wall,  
London E14 9SR.  
Telephone 0845 080 1800.

Please always quote your policy number as it will enable your complaint to be dealt with promptly.

## 24 Hour Glass Replacement

Broken glass is dangerous, unsightly and inconvenient. It can also present a security risk. In the event of glass breakage you can call Solaglas FREE at any time any day on 0800 47 47 47. Give your name, address and policy number.

Your problem will be solved at a time suitable to you and we will be billed direct for the work which means you will only have to pay the excess and any VAT due.

## Language

The contract and other documents are drawn up in the English language. We will communicate with you in English throughout the duration of the policy.

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS), which means that you may be entitled to compensation from the Scheme if we cannot meet our obligations. This depends on the type of policy you have and the circumstances of the claim. You can find out more at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 020 7892 7300.

## Statutory Status

You can check our statutory status on the Financial Services Authority's Register at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234. Our FSA registration number is 117664.

## Data Protection Notice

The National Farmers Union Mutual Insurance Society is the data controller and we will process personal information we obtain from you and from third parties in accordance with the Data Protection Act 1998. We may check and/or pass some or all of the personal information we obtain in connection with your insurance or claim to other insurance companies in order to administer the policy for underwriting and for claims handling purposes, to our appointed service providers and reinsurers, to regulatory or other organisations so that we can comply with our obligations and to databases and fraud prevention agencies. We may use your information to carry out research. It may be necessary to transfer your information to other companies outside the European Economic Area for any of the above purposes and/or for systems administration. We will take steps to ensure your privacy rights are protected. We may search the agencies and databases we have described to:

- help make decisions about the provision and administration of insurance and credit and related services for you and members of your household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage your account and insurance policies;
- check your identity to prevent money laundering, unless you provide us with satisfactory proof of identity;
- in the event of any incident or claim, or at the time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

We can supply, on request, further information about the databases and agencies we have described.

**You have a right to ask us for a copy of the personal information we hold about you if you apply to us in writing.**

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# Policy Introduction

We will insure you in line with the terms of your policy for accidental loss, injury or damage in the territorial limits during the period of insurance.

The proposal or application and declaration you have completed, and any other information supplied, form the basis of this contract.

Your schedule shows the covers you have chosen, sums insured and any special terms that apply to your policy. Please read the schedule and policy carefully to make sure you have the cover you need.

This contract and the relationship between NFU Mutual and you shall be governed by, and interpreted in accordance with, English Law. The Contract shall be subject to the non-exclusive jurisdiction of the English Courts.



T. D. Hewson-Stoate  
Customer Service Director  
The National Farmers Union Mutual Insurance Society Ltd.

**Note:** The National Farmers Union Mutual Insurance Society Limited is a Mutual Company. The insured is a member of NFU Mutual and is subject to its Memorandum and Articles by virtue of the acceptance of this or any previous insurance issued by NFU Mutual.

# Definitions

The following Definitions apply wherever they appear in the policy. Defined words will appear in the policy text in **bold type** and in “inverted commas” in endorsements.

## Address

The address shown in the specification and no other for the purpose of this **Policy**.

## Annual Takings

The **Takings** during the twelve months immediately before the occurrence of any contingency described under Section A2 Cover, adjusted to provide for variations in or special circumstances affecting the **Business**, so that the adjusted figure will represent, as far as practicable, the results which would have been obtained during the twelve months immediately after the **Damage** had the **Damage** not occurred.

## Book Debts

The sums outstanding in the Insured's **Business** records of the amounts owed by customers at the time of **Damage**.

## Buildings

The buildings of the **Premises** including any:

- a) outbuildings;
- b) **Dwelling Rooms** within the same structure;
- c) landlord's fixtures and fittings;
- d) boundary walls, gates and fences.

## Business

The business shown in the specification including:

- a) provision and management of canteen, sports and social, education, training and welfare activities and first aid, fire, security and ambulance services;
- b) ownership, maintenance and repair of the **Buildings**;
- c) private work undertaken with the Insured's prior consent by an **Employee** for any **Insured Person**.

## Business Hours

The period during which the **Premises** are attended by the Insured or any person authorised by the Insured.

## Costs

1. The legal costs of defending the Insured or **Employee** at:
  - a) any Coroner's inquest or enquiry in respect of any death which may be the subject of a claim;
  - b) proceedings in any Court of summary jurisdiction arising out of any breach or alleged breach of statutory duty resulting in **Injury** or **Damage to Property** which may be the subject of a claim;

provided that the payment of such costs in respect of the defence of any **Employee** will be made only if so requested by the Insured.

2. All costs recoverable from the Insured by any claimant which have been incurred before **NFU Mutual** will have paid or offered to pay either the full amount of the claim or the Limit of Indemnity.
3. All other costs and expenses incurred by the Insured with **NFU Mutual's** written consent.

### **Damage**

Loss, destruction or damage.

### **Dwelling Rooms**

The dwelling rooms owned by or leased to the Insured at the **Address**.

### **Employee**

1. Any person under a contract of service or apprenticeship with the Insured,
2. any labour master or labour-only sub-contractor or any person supplied by them,
3. any self-employed person,
4. any voluntary helper,
5. any person borrowed by or hired to the Insured or deemed by contract conditions to be an employee,
6. any person participating in any work experience or similar scheme,

while working for the Insured in connection with the **Business**.

### **Event**

Any one occurrence or number of occurrences arising directly or indirectly from one source or original cause.

### **Family**

The Insured's relatives, common law spouse or foster children.

### **General Contents**

General Contents (other than **Stock**) owned by or the responsibility of the Insured including:

- a) **Business** furniture, fixtures and fittings, plant and appliances;
- b) tenant's improvements and decorations;
- c) documents, manuscripts, **Business** books and computer systems records, but only for the cost of the materials and of clerical labour and computer time expended in reproducing such records;
- d) patterns, models, moulds, plans and designs, but only for the cost of the materials and of labour expended in reinstating such property;
- e) telephone installations and gas and electric meters;
- f) personal effects (other than motor vehicles) owned by the Insured, directors, partners, **Employees**, customers and visitors or an amount not exceeding £500 in respect of any one person.

## Geographical Limits

Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

## Glass

1. Fixed plain or wired glass and mirrors,
2. fixed ornamental glass, lettering, silvering and window alarm foil

in or on the **Premises**.

## Goods

Goods (including their labels and containers), manufactured, sold, supplied, installed, repaired, altered or treated by the Insured in the course of the **Business**.

## Gross Profit

The **Takings** less the net cost of **Stock** purchased.

## Indemnity Period

The period beginning with the occurrence of any contingency described under Section A2 Cover and ending not later than twelve months thereafter, during which the results of the **Business** will be affected in consequence of the **Damage**.

## Injury

Bodily injury, death, disease or illness.

## Insured Person, You, Your, Yourself

The Insured or any director or **Employee** of the Insured not being a roundsman or collector.

## Licence

A licence issued by an appropriate licensing authority in respect of the retail sales of excisable liquors from the **Premises**.

## Money

Cash or any negotiable money instrument belonging to or the responsibility of the Insured.

## Non-Negotiable Instrument

Any monetary instrument belonging to or the responsibility of the Insured, which is by its nature non-negotiable or which has been made expressly non-negotiable.

## Perils Covered

If the specification shows Standard Cover the following will apply:

1. fire (excluding the occurrence of **Damage** unaccompanied by flames), lightning, explosion, earthquake or subterranean fire;
2. aircraft or other aerial devices or articles dropped therefrom;
3. storm or flood, excluding

- a) frost, subsidence or landslip,
  - b) **Damage** to fences, gates and moveable property in the open,
  - c) **Damage** attributable solely to a change in the water table level,
  - d) the first £100 of each claim;
4. a) escape of water from any fixed tank, apparatus or pipe,  
 b) leakage of fuel oil from any fixed heating installation,  
 c) leakage of beverage from any fixed tank, apparatus or pipe,  
 d) accidental water leakage from any automatic sprinkler installation,  
 excluding the first £100 of each claim;
5. impact by any vehicle or animal, excluding the first £100 of each claim;
6. riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances, malicious persons or vandals, excluding
- a) **Damage** occurring in Northern Ireland or the Republic of Ireland,
  - b) **Damage** resulting from cessation of work,
  - c) the first £100 of each claim;
7. falling trees or parts thereof not resulting from any process of felling or lopping carried out by or on behalf of the Insured;
8. falling aerial masts and their fittings;
9. theft or attempted theft, excluding
- a) **Damage** unless involving forcible and violent entry to or exit from the locked **Premises** or locked **Dwelling Rooms**
  - b) **Damage** caused by any person entering lawfully onto the **Premises**,
  - c) the first £100 of each claim;
10. robbery, excluding the first £100 of each claim.
- If the specification shows Extra Cover the following will also apply:
11. accidental **Damage**, excluding **Damage** caused by or resulting from
- a) any cause specifically excluded under 1-10 above,
  - b) latent defect, inherent vice, error in design, defective workmanship or materials or misuse of lifting equipment,
  - c) variations in temperature, frost, **Pollution or Contamination**, wear and tear, moth, vermin, insect, fungus, the process of dyeing, cleaning, repair, redecoration or renovation or any gradually operating cause,
  - d) failure of the power supply or mechanical or electrical derangement or breakdown,
  - e) exposure to weather conditions of **Stock** or **General Contents** left in the open,
  - f) clerical error or omission, any unexplained cause or shortage discovered after inventory, or due to any shortage in supply or delivery,
  - g) subsidence, heave, landslip, settlement, shrinkage or expansion,
  - h) consequential loss of any description,
- and the first £100 of each claim.

## Period of Insurance

The period from the Policy Operative Date stated in the specification until noon on the Expiry Date stated in the schedule and any further period for which **NFU Mutual** accepts the premium.

## Policy

The preamble, definitions, sections, general exclusions, general conditions, assignment condition, warranties, specification, schedule and endorsements operative when anything happens that may give rise to a claim under this policy are all part of this policy and are to be read together as one contract.

## Pollution or Contamination

1. All pollution or contamination of buildings or other structures or of water or land or the atmosphere, and
2. all **Damage** or **Injury** directly or indirectly caused by such pollution or contamination.

## Premises

Those buildings (including outbuildings) or portions of buildings in the sole occupation of the Insured, for the purpose of the **Business**, at the **Address** but excluding any **Dwelling Rooms**, yard or gardens.

## Premises Front

The **Premises** front.

## Property

Material property.

## Rate of Gross Profit

The rate of gross profit earned on the **Takings** during the financial year immediately before the occurrence of any contingency, described under Section A2 Cover, adjusted to provide for variations in or special circumstances affecting the **Business**, so that the adjusted figure will represent, as far as practicable, the results which would have been obtained during the twelve months immediately after the **Damage** had the **Damage** not occurred.

## Responsible Person

**Insured Person** or any person authorised by the **Insured Person** to be responsible for the security of the **Premises**.

## Sanitary Fittings

Fixed items of sanitary ware contained in the **Premises**.

## NFU Mutual, We, Us, Our

The National Farmers Union Mutual Insurance Society Limited.

## **Standard Takings**

The **Takings** during that period in the twelve months immediately before the date of any contingency described under Section A2 Cover, which corresponds with the **Indemnity Period**, adjusted to provide for variations in or special circumstances affecting the **Business**, so that the adjusted figure will represent, as far as practicable, the results which would have been obtained during the **Indemnity Period** had the **Damage** not occurred.

## **Stock**

Stock and materials in trade owned by or the responsibility of the Insured.

## **Takings**

The amount paid or payable to the Insured for goods sold and delivered and for work done or services rendered in the course of the **Business** at the **Premises**.

## **Terrorism**

Acts of 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, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

For the purpose of Employers' Liability, 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.

## Section A1

# Contents

### Cover and Amount Payable

In the event of **Stock** or **General Contents** in the **Premises** suffering **Damage** during the **Period of Insurance** by any of the **Perils Covered NFU Mutual** will pay:

1. The amount of the **Damage** or at its option replace or repair such **Damage**.

The basis of settlement will be:

- a) in respect of **Stock** the cost of replacement at prices current at the time when the **Damage** occurs;
  - b) in respect of **General Contents** (other than clothing and linen and towels) the cost of reinstatement as new, but not better or more extensive than their condition when new, provided that reinstatement is carried out. If reinstatement is not carried out then a deduction will be made for wear and tear and depreciation;
  - c) in respect of clothing and linen and towels the cost of replacement less a deduction for wear and tear and depreciation.
2. The cost of removing debris at the **Premises** following **Damage**.
  3. The amount for which the Insured may be liable for making good:
    - a) **Damage** caused by a **Peril Covered** to any fixed external sign or blind;
    - b) **Damage** caused to the **Premises** or **Dwelling Rooms** by theft or attempted theft (excluding theft of any part of the **Premises**), the amount being payable in addition to the sum insured.

### Extensions

#### 1. Inflation

The sum insured on each item will be increased at monthly intervals in line with the movement of the Producer Price Index for Home Sales of Manufactured Products (or an alternative index selected by the **NFU Mutual**).

Each renewal premium will be calculated on the revised sum insured.

Index linking of the sum insured will continue during repair or replacement of **Damage**, provided that:

- a) the sum insured at the time of **Damage** represents the value at risk;
- b) the work of repair or replacement is carried out without unnecessary delay.

#### 2. Replacement Locks

The **NFU Mutual** will pay for the replacement of locks or lock mechanisms of external doors, safes, strongrooms and alarm systems installed in the **Premises** if the keys are stolen.

#### 3. Temporary Removal

The **NFU Mutual** will pay for **Damage** by any of the **Perils Covered** 1-10 to:

- a) **General Contents** while temporarily removed for cleaning, renovation or repair within the **Geographical Limits** for an amount not exceeding 10% of the sum insured;
- b) documents while temporarily removed within the **Geographical Limits** for an amount not exceeding £500.

#### Note

For the purpose of this Extension, the definition of **Perils Covered** is amended as follows:

i) in **Peril Covered** 9.a), the words ‘the **Premises** or **Dwelling Rooms**’ are replaced by ‘any building’;

ii) in **Peril Covered** 9.b), the words ‘onto the **Premises**’ are replaced by ‘into any building’.

#### **4. Seasonal Increases**

During the months of November and December and for a period of 30 days commencing 21 days prior to Good Friday, the sums insured on **Stock** are increased by 25%.

#### **5. Additional Transport Costs**

The **NFU Mutual** will pay additional costs necessarily and reasonably incurred in the event of failure of the insureds vehicle, due to mechanical breakdown or road accident, to enable **Stock** being transported by such vehicle to reach its immediate destination provided that:

- a) the **NFU Mutual's** maximum liability does not exceed £100 any one claim or £500 in the aggregate during any one **Period of Insurance**;
- b) the **NFU Mutual** will not pay costs resulting from the vehicle not being in good mechanical or roadworthy condition.

#### **6. European Union and Public Authorities**

The **NFU Mutual** will pay for the additional costs incurred to repair or replace the **General Contents** as a result of complying with:

- a) European Union legislation, or
- b) Building or other regulations stipulated under any Act of Parliament or bye-law or any public authority

Provided they are repaired or replaced as soon as is practically possible.

If the amount the **NFU Mutual** pay to repair or replace the **General Contents** is reduced by the application of terms or conditions of the **Policy**, the amount the **NFU Mutual** will pay will be reduced in the same proportion, provided that the **NFU Mutual** will not be liable for any additional cost:

- a) where notice to comply is received before the **Damage** occurred;
- b) in respect of undamaged **General Contents**;
- c) for which there is an existing requirement which has to be implemented with a given period.

Any charge or assessment arising out of capital appreciation which may be payable as a result of complying with the stipulation.

## **Exclusions**

This Section excludes:

1. **Damage** to any cash register or till resulting from theft or attempted theft outside **Business Hours** unless such cash register or till has been left open;
2. deeds, bonds, bills of exchange, **Money** or **Non-Negotiable Instruments**;
3. motor vehicles or attached accessories, gaming, amusement or external vending machines;
4. erasure, loss, distortion or corruption of information on computer systems or other records, programs or software unless resulting from any of the **Perils Covered** 1-5 or 7-10;
5. landlord's fixtures, fittings and decorations;
6. **Damage** by **Perils Covered** 4, 5 or 11 to any living creature.

## Section A2

# Business Interruption

### Cover

If during the **Period of Insurance** the **Business** is interfered with or interrupted by:

- a) **Damage** occurring at the **Premises** for which
  - i) **NFU Mutual** has admitted liability under Section A1 or B, or
  - ii) liability has been admitted by the Insurers of any **Buildings** or **Premises Front** owned by or the responsibility of the Insured, provided that the **Damage** would have been insured by Section B of this **Policy** had such Section been operative, or
  - iii) liability would have been admitted by the **NFU Mutual** under Section B had such Section been operative where the **Buildings** or **Premises Front** are not owned by or the responsibility of the Insured,unless such liability is not admitted due to the insurance excluding liability for **Damage** below a specified amount;
- b) **Damage** to a building in the vicinity of the **Premises** by a **Peril Covered** under Section A1 which will prevent or hinder the use of the **Premises** or access to the **Premises**;
- c) failure of the telephone service or public utilities of water, electricity or gas as a direct consequence of **Damage** by a **Peril Covered** under Section A1 provided that the **NFU Mutual** will not be liable for any failure resulting from industrial disputes or any deliberate act of the exchange or supply authority;
- d) **Damage** to **Glass** or **Sanitary Fittings** covered under Section A4;
- e) the suspected or actual presence of an incendiary or explosive device on or in the vicinity of the **Premises**, provided that the **NFU Mutual** will not be liable for interference or interruption
  - i) unless the period of interference or interruption exceeds four hours,
  - ii) outside the actual period of hindrance or prevention of access to the **Premises**;
- f) breakdown of a computer installation for which liability has been admitted under a more specific insurance policy or maintenance agreement, provided that the period of interference or interruption exceeds 48 hours;
- g) **Damage** to the premises of the Insured's suppliers within the **Geographical Limits** by a **Peril Covered** under Section A1;

the **NFU Mutual** will pay to the Insured the amount of the loss in accordance with the terms shown under Amount Payable.

### Amount Payable

1. The loss of **Gross Profit** due to a reduction in **Takings**, which is the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Takings** during the **Indemnity Period** fall short of the **Standard Takings**, provided that the maximum liability of the **NFU Mutual** under Cover g) is £25,000 for any one claim.
2. Additional expenses necessarily and reasonably incurred for the sole purpose of minimising or avoiding a reduction in **Takings** during the **Indemnity Period**, but not exceeding the extra amount that would have been paid under 1 had such additional expenses not been incurred.

3. The fees payable by the Insured to his auditor or professional accountant reasonably incurred for producing and certifying any particulars required by the **NFU Mutual** in connection with a claim.

Provided that:

- a) if any charges or expenses of the **Business** are reduced during the **Indemnity Period** because of the interference or interruption, the Amount Payable will be reduced accordingly;
- b) if, during the **Indemnity Period**, **Goods** are sold or services rendered elsewhere than at the **Premises** for the benefit of the **Business**, either by the Insured or by others on his behalf, such benefit will be brought into account in arriving at the reduction in **Takings**.

## Extension

### Book Debts

The **NFU Mutual** will pay the difference between **Book Debts** and the amounts received or traced following **Damage** including:

- a) additional expenses incurred with the **NFU Mutual's** consent in establishing customers' debit balances;
- b) accountants' charges reasonably incurred for certifying any particulars required by the **NFU Mutual**;

provided that the **NFU Mutual's** maximum liability is £10,000 for any one claim.

## Special Condition

A record of the total amount of **Money** owed to the Insured by the Insured's customers must be made at least once every twenty eight days and a copy of such records must be kept at a place other than the **Premises**.

## Conditions

### 1. Cessation of Trading

This Section shall be of no effect if the **Business** be wound up, carried on by a liquidator or receiver or permanently discontinued, unless such alteration has been agreed in writing by the **NFU Mutual**.

### 2. Valued Added Tax

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

## Section A3

# Liabilities

### Cover

#### 1. Employers' Liability

**NFU Mutual** will indemnify the Insured against all sums which the Insured is legally liable to pay in respect of **Injury** sustained during the **Period of Insurance** by any **Employee** arising out of and in the course of their employment by the Insured in the **Business**.

#### 2. Public/Product Liability

**NFU Mutual** will indemnify the Insured against all sums which the Insured is legally liable to pay as compensation in respect of:

- a) accidental **Injury** to any person not being an **Employee**;
- b) accidental **Damage** to **Property**;

happening during the **Period of Insurance**, in connection with the **Business**.

### Amount Payable

The total liability of **NFU Mutual** (including cover extensions) in respect of:

#### 1. Employers' Liability will not exceed:

- a) £5,000,000 (including **Costs**) in respect of **Terrorism**
- b) £10,000,000 (including **Costs**) other than in respect of **Terrorism**

for all claims arising out of any one **Event**.

#### 2. Public/Product Liability will not exceed

- a) for all claims in connection with **Goods** the Limit of Indemnity of £2,500,000 in the aggregate during any one **Period of Insurance**.
- b) for all other claims the Limit of Indemnity of £2,500,000 in respect of any one **Event**

Under Cover 2 **NFU Mutual** will pay **Costs** in addition to the Limit of Indemnity.

### Extensions

#### 1. Defective Premises Act 1972

The indemnity provided by Cover 2 Public/Product Liability applies to liability for accidental **Injury** or accidental **Damage** to **Property** incurred by the Insured by virtue of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any retail shop premises previously disposed of by and not remaining in the ownership of the Insured, provided that:

- a) the **Injury** or **Damage** occurs during the **Period of Insurance** or within seven years after cancellation or expiry of the **Policy**;
- b) the Insured is not entitled to indemnity from any other source;
- c) **NFU Mutual** will not pay for **Damage** to any premises or the cost of rectifying any defect in them.

#### 2. Cross Liabilities

If more than one party is named in the schedule as Insured, this Section applies separately to each, provided that the total liability of **NFU Mutual** will not exceed the Limit of Indemnity.

### 3. Indemnity to other Persons

At the request of the Insured, **NFU Mutual** will also indemnify any **Employee** or director in respect of liability for which the Insured would have been entitled to indemnity had the claim been made against him,

provided that:

- a) every person to whom an indemnity is afforded by this extension will be subject to the terms of this **Policy** in so far as they can apply;
- b) the total liability of **NFU Mutual** will not be increased beyond the Limit of Indemnity applicable.

### 4. Motor Contingent Liability

Cover 2 Public/Product Liability extends to apply to **Injury** or **Damage** caused by, through or in connection with any motor vehicle not the property of or provided by the Insured and being used in the course of the **Business**,

provided that **NFU Mutual** will not be liable for:

- a) **Damage** to any vehicle described above;
- b) **Injury** or **Damage** while any vehicle is being
  - i) driven by the Insured,
  - ii) driven with the consent of the Insured or his representative, by any person, unless the person driving holds a licence to drive the vehicle or has held and is not disqualified from holding or obtaining such a licence,
  - iii) used or engaged in racing, pace-making, reliability trials or speed testing,
  - iv) used elsewhere than in the **Geographical Limits**;
- c) **Injury** or **Damage** in respect of which the Insured is entitled to indemnity under any other insurance.

Notwithstanding Cover 2a) **NFU Mutual** will not indemnify the Insured for the **Injury** of any person arising out of or in the course of their employment by any person insured under this **Policy** except so far as is necessary to meet the requirements of any compulsory Road Traffic Act legislation.

### 5. Wrongful Arrest

The indemnity provided by Cover 2 Public/Product Liability applies to all sums which the Insured is legally liable to pay as compensation for wrongful arrest, detention or false imprisonment of any person (other than any **Employee**) happening during the **Period of Insurance** and arising out of any theft or suspicion of theft at the **Premises**,

provided that:

- a) **NFU Mutual** will have sole control of all proceedings in respect of any claim and that the Insured will plead in accordance with advice received from **NFU Mutual's** defending Solicitors;
- b) the liability of **NFU Mutual** under this extension will not exceed £100,000 in any one **Period of Insurance**.

## 6. Tenants Liability

Notwithstanding exclusion 3 the indemnity provided by Cover 2 Public/Product Liability applies in respect of liability for **Damage** to any building (including fixtures and fittings) leased, let, rented, hired or lent to the Insured provided that **NFU Mutual** will not indemnify the Insured for:

- a) liability assumed under a contract or agreement which would not have attached in the absence of such contract or agreement;
- b) the first £100 of any claim.

## 7. Compensation for Court Attendance

If an **Insured Person** attends Court as a witness at the request of **NFU Mutual** in connection with a claim for which the Insured is entitled to indemnity under this Section, **NFU Mutual** will compensate the Insured at the following rates for each day attendance is required:

Insured, a director or partner of the Insured and any <b>Employee</b>	£150
--	------

## Exclusions

**NFU Mutual** will not indemnify the Insured in respect of:

1. **Injury** or **Damage** happening elsewhere than at the **Address** unless occurring in connection with
  - a) collection or delivery by directors or **Employees** normally resident in the **Geographical Limits**,
  - b) commercial visits not involving the supervision or performance of manual work by directors or **Employees** normally resident in the **Geographical Limits**,
  - c) **Goods** supplied from the **Geographical Limits**,

In respect of **Damage** happening elsewhere than at the **Address**, **NFU Mutual** will not pay the first £250 of any claim.

2. **Injury** (other than to an **Employee**) or **Damage** arising from **Terrorism**.
3. any action for damages which is brought against the Insured in the Courts of any country or state which is not a member of the European Union and/or the enforcement of a judgement or the registration of a judgement for damages from such a country or state against the Insured within a member of the European Union.
4. **Damage to Property** belonging to, hired in, held in trust by, or in the custody or control of the Insured, other than **Property of Employees**;
5. **Injury** (other than to an **Employee**) or **Damage to Property** caused by, or in connection with, the ownership, possession or use by or on behalf of the Insured of
  - a) any railway, watercraft (other than any hand-propelled boat), aircraft or hovercraft,
  - b) any mechanically-propelled vehicle (including attached trailers) used in circumstances where compulsory insurance or security is required by legislation or where insurance is provided by another policy, other than as provided under Extension 4 Motor Contingent Liability;

6. **Damage** to any **Goods** or any expenditure incurred in recalling, making good or replacing any **Goods** or in making any refund on the price paid for such **Goods**;
7. liability assumed under contract or agreement (other than a condition or warranty of **Goods** implied by law) unless such liability would have attached in the absence of such contract or agreement;
8. liability consequent upon the provision for a fee of advice or treatment, professional or technical services, or the design, plan or specification of work other than the administration of first aid;
9. **Injury** (other than to an **Employee**) or **Damage** arising from any dog specified under the Dangerous Dogs Act 1991 or amending legislation;
10. any claim for **Injury** to an **Employee** arising from or in connection with work on or at, or transit by sea or air to or from:
  - a) any offshore oil/gas installation, and/or
  - b) any supply, support or accommodation vessel or structure relating to such an installation;
11. any claim for **Injury** to an **Employee** for which compulsory motor insurance is required under any compulsory Road Traffic Act legislation;
12. fines, penalties, liquidated, punitive, exemplary or aggravated damages or multiplication of damages in respect of Cover 2. Public/product liability.

## **Condition**

### **Right of Recovery**

The indemnity granted by this **Policy** is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **Geographical Limits**, but the Insured will repay to **NFU Mutual** all sums paid by **NFU Mutual** which it would not have been liable to pay under the terms and conditions of this **Policy** but for the provisions of such law.

## Section A4

# Glass and Sanitary Fittings

### Cover and Amount Payable

In the event of **Damage to Glass** or **Sanitary Fittings** happening during the **Period of Insurance NFU Mutual** will pay for or make good such **Damage**.

**NFU Mutual** will also:

- a) pay for or make good **Damage** to framework;
- b) pay for the cost of necessary boarding-up and the provision of a temporary door;

consequent upon **Damage to Glass**, provided that the limit of **NFU Mutual's** liability in respect of **Damage** to fixed ornamental glass, lettering, silvering and window alarm foil will not exceed £250.

### Exclusions

This Section excludes:

1. **Damage** arising directly from alteration to or repair of the **Premises**;
2. **Damage to Glass** or **Sanitary Fittings**
  - a) already damaged at the commencement of cover,
  - b) forming part of the Insured's **Stock**;
3. scratching or chipping of **Glass** unless it extends through the complete fabric of the **Glass**;
4. the first £50 of each claim.

### 24 Hour Glass Replacement

Broken glass is dangerous, unsightly and inconvenient. It also can present a security risk. In the event of glass breakage you can call Solaglas FREE at any time any day on 0800 47 47 47. Give your name, address and your policy number.

Your problem will be solved at a time suitable to you and **NFU Mutual** will be billed direct for the work which means you will only have to pay the excess and any VAT due.

## Section A5

# Money

### Cover

In the event of loss of **Money** or **Non-Negotiable Instruments** relating to the **Business** happening during the **Period of Insurance**, within the **Geographical Limits**, **NFU Mutual** will pay to the Insured the amount of the loss, providing the loss occurs in the circumstances shown under the Amount Payable.

### Amount Payable

**NFU Mutual's** maximum liability in respect of any one loss is:

#### Money

1. in transit or in bank night safe	£5,000
2. in the <b>Premises</b> during <b>Business Hours</b>	£5,000
3. in a locked safe in the <b>Premises</b> outside <b>Business Hours</b>	£5,000
4. in the <b>Premises</b> outside <b>Business Hours</b>	£500
5. in the <b>Dwelling Rooms</b> or the private dwelling of the Insured or any <b>Employee</b> or director outside <b>Business Hours</b>	£500
<b>Non-Negotiable Instruments</b>	£250,000

### Extension

#### Damage to Carrying Cases

**NFU Mutual** will pay for **Damage** to any carrying case, security waistcoat or belt consequent upon theft or attempted theft of **Money** or **Non-Negotiable Instruments**.

### Exclusions

This Section excludes:

1. loss arising from the dishonesty of any partner, director or **Employee** unless discovered and reported to **NFU Mutual** within seven days of its occurrence;
2. shortages due to clerical errors or omissions;
3. any consequential loss;
4. loss of **Money**
  - a) from any gaming machine, amusement machine or external vending machine,
  - b) from any unattended vehicle;
  - c) in the custody of roundsmen or collectors.

## Section A6

# Personal Accident (Assault)

### Cover and Amount Payable

**NFU Mutual** will pay the Benefits if any **Insured Person** dies or is disabled as a result of any violent assault in the course of the **Business**, other than by any other **Insured Person**, which takes place during the **Period of Insurance**,

provided that:

- a) payment will only be made under one of Benefits 1, 2 or 3 in respect of any **Insured Person**;
- b) if Benefits 1, 2 or 3 become payable, Benefit 4 being paid for the same disability will cease.

### Benefits

- |   |               |
|---|---------------|
| 1. Death occurring within 12 months of the assault.   | £10,000       |
| 2. Loss of limbs or sight occurring within 12 months of the assault. Loss of limbs means physical separation of, or permanent and total loss of use of, one or more hands or feet. Loss of sight means total and final loss of sight in one or both eyes. | £10,000       |
| 3. Permanent total disablement (other than loss of limbs or sight) which after 104 weeks from the date of the assault and for all the foreseeable future will prevent the <b>Insured Person</b> from engaging in an occupation of any kind.               | £10,000       |
| 4. Temporary total disablement which prevents the <b>Insured Person</b> from engaging in all parts of their occupation for a period not exceeding 104 weeks.  | £100 per week |

### Extension

#### Damage to Clothing

**NFU Mutual** will pay for **Damage** caused by violent assault to the clothing, personal money or personal effects of any **Insured Person**, subject to a limit of £100 for personal money and £500 in total for any one **Insured Person**.

### Exclusions

This Section excludes death or disablement:

1. consequent upon, or contributed to by, any pre-existing physical or mental defect or infirmity;
2. if an **Insured Person** fails to obtain and follow proper medical or surgical advice as soon as practicable;
3. sustained by any person who has not attained 16 years of age or who has attained 70 years of age.

## Section B

# Buildings

*(Operative only if so stated in the specification)*

### Cover and Amount Payable

In the event of the **Buildings** or **Premises Front** (whichever is shown in the specification) owned by or the responsibility of the Insured suffering **Damage** during the **Period of Insurance** by any of the **Perils Covered**, **NFU Mutual** will pay the amount of the **Damage**, or at its option, replace or repair such **Damage**.

The basis of settlement will be the cost of reinstatement (by repair or rebuilding) to a condition substantially the same as but not better or more extensive than when new, provided that reinstatement is carried out as soon as practicably possible.

If reinstatement is not carried out or undertaken as soon as practicably possible, the basis of settlement will be the amount of the **Damage** less a deduction for wear and tear and depreciation.

**NFU Mutual** will also pay the cost of:

- a) removing debris, demolition or shoring up;
- b) architects', surveyors' and legal fees necessarily incurred in the repair or rebuilding;
- c) reinstatement to comply with any Act of Parliament or bye-laws, provided that notice thereunder has not been served on the Insured before the occurrence of **Damage**;
- d) making good **Damage** to the grounds of the **Buildings** caused by any fire brigade.

### Extensions

#### 1. Purchaser's Interest

If **Damage** occurs after the Insured has contracted to sell his interest in the **Buildings** but before the completion date, the purchaser is entitled to cover under this Section, provided such person is not otherwise insured and observes the terms of the **Policy**.

#### 2. Accidental Damage to Services

When the Insured is responsible as owner of the **Buildings**, **NFU Mutual** will pay the cost of repairs caused by **Damage** happening during the **Period of Insurance** to underground sewage, drainage, water, gas, telephone, electricity and cable television meters, pipes, wires and cables from the **Buildings** to the public mains.

#### 3. Inflation

The sum insured on each item will be increased at monthly intervals in line with the movement of the General Building Cost Index (or an alternative index selected by **NFU Mutual**).

Each renewal premium will be calculated on the revised sum insured.

Index linking of the sum insured will continue during repair or replacement of **Damage**.

provided that:

- a) the sum insured at the time of **Damage** represents the value at risk;
- b) the work of repair or replacement is carried out without unnecessary delay.

#### **4. European Union and Public Authorities**

**NFU Mutual** will pay for the additional costs incurred to repair or replace the **Buildings** as a result of complying with:

- a) European Union legislation, or
- b) Building or other regulations stipulated under any Act of Parliament or bye-law or any public authority

Provided they are repaired or replaced as soon as is practically possible.

If the amount **NFU Mutual** pay to repair or replace the **Buildings** is reduced by the application of terms or conditions of the **Policy**, the amount **NFU Mutual** will pay will be reduced in the same proportion, provided that **NFU Mutual** will not be liable for any additional cost:

- a) where notice to comply is received before the **Damage** occurred;
- b) in respect of undamaged **Buildings**;
- c) for which there is an existing requirement which has to be implemented with a given period.

Any charge or assessment arising out of capital appreciation which may be payable as a result of complying with the stipulation.

## Section C

# Frozen Food

*(Operative only if so stated in the specification)*

### Cover and Amount Payable

In the event of **Stock** in any freezer or refrigerator at the **Premises** suffering **Damage** during the **Period of Insurance** by deterioration or putrefaction due to a rise or fall in temperature as a result of:

- a) breakdown of or **Damage** to the freezer or refrigerator;
- b) failure of any thermostat or other control device belonging to the freezer or refrigerator;
- c) accidental failure of the public supply of electricity not caused by the authority's deliberate act;

**NFU Mutual** will replace or at its option pay the cost of replacing such **Stock** at prices current at the time when the **Damage** occurs.

### Extension

#### Inflation

The sum insured on each item will be increased at monthly intervals in line with the movement of the Producer Price Index for Home Sales of Manufactured Products (or an alternative index selected by **NFU Mutual**).

Each renewal premium will be calculated on the revised sum insured.

Index linking of the sum insured will continue during repair or replacement of **Damage**, provided that:

- a) the sum insured at the time of **Damage** represents the value at risk;
- b) the work of repair or replacement is carried out without unnecessary delay.

### Exclusion

This Section excludes the first £50 of each claim.

### Condition

#### Maintenance

Any freezer or refrigerator which is more than five years old at the commencement of any **Period of Insurance** must be the subject of a maintenance agreement whereby an inspection is carried out by a suitably qualified independent electrical engineer at least once in every period of thirteen months.

## Section D

# Goods in Transit

*(Operative only if so stated in the specification)*

### Cover and Amount Payable

In the event of **Stock** or **General Contents** sustaining **Damage** whilst being loaded onto, carried by or unloaded from any enclosed vehicle belonging to, hired by or lent to the Insured in connection with the **Business**, within the **Geographical Limits** during the **Period of Insurance**, **NFU Mutual** will pay the amount of the **Damage**, or at its option, replace or repair such **Damage**.

The basis of settlement will be:

- a) in respect of **Stock** the cost of replacement at prices current at the time when the **Damage** occurs;
- b) in respect of **General Contents** (other than clothing and linen and towels) the cost of reinstatement as new but not better or more extensive than their condition when new, provided that reinstatement is carried out. If reinstatement is not carried out then a deduction will be made for wear and tear and depreciation;
- c) in respect of clothing and linen and towels the cost of replacement less a deduction for wear and tear and depreciation.

### Extension

#### Inflation

The sum insured on each item will be increased at monthly intervals in line with the movement of the Producer Price Index for Home Sales of Manufactured Products (or an alternative index selected by **NFU Mutual**).

Each renewal premium will be calculated on the revised sum insured.

Index linking of the sum insured will continue during repair or replacement of **Damage**, provided that:

- a) the sum insured at the time of **Damage** represents the value at risk;
- b) the work of repair or replacement is carried out without unnecessary delay.

### Exclusions

This Section excludes:

1. **Damage** caused by theft or attempted theft from any unattended vehicle
  - a) unless
    - i) accompanied by external and visible **Damage** at the point of entry, and
    - ii) the vehicle is locked at all points of access,
  - b) between the hours of 9.00pm and 6.00am unless the vehicle is
    - i) under constant surveillance by the driver or by another responsible person authorised by the Insured, or
    - ii) garaged in a securely locked building of substantial construction or a locked compound surrounded by secure walls and/or fences, or
    - iii) protected by security devices approved by **NFU Mutual** and put into full and effective operation;

2. breakage of glass, china and other articles of a similar brittle nature, bruising or scratching of furniture, leakage, spillage or electrical or mechanical derangement, unless directly consequent upon fire, theft or overturning or collision of the conveying vehicle;
3. **Damage** due to clerical errors or omissions or deliveries wholly or partly to the wrong consignee;
4. theft by any director or **Employee** unless discovered within seven days of its occurrence;
5. **Damage** caused by or resulting from wear and tear, moth, vermin, insect, fungus or any gradually operating cause;
6. **Damage** caused by or resulting from breakdown, malfunctioning or incorrect setting or operation of refrigeration or cooling or heating machinery or insufficiency of insulation unless directly consequent upon fire, theft or overturning or collision of the conveying vehicle;
7. deeds, bonds, bills of exchange, **Money** or **Non-Negotiable Instruments**;
8. the first £50 of each claim.

## Section E

# Loss of Licence

*(Operative only if so stated in the specification)*

### Cover and Amount Payable

In the event of:

- a) forfeiture of the **Licence** under the provisions of the legislation governing such licences, or
- b) refusal to renew the **Licence** by the appropriate licensing authority,

during the **Period of Insurance**, **NFU Mutual** will upon the sale of the **Premises** indemnify the Insured against depreciation in value of the interest of the Insured in the **Premises**.

### Exclusions

**NFU Mutual** will not indemnify the Insured against loss consequent upon:

1. the forfeiture of or refusal to renew the **Licence** directly or indirectly arising from any town or country planning improvement or redevelopment or compulsory purchase or the surrender, reduction or redistribution of **Licences** in connection with them;
2. any alteration in the law affecting the grant, surrender, forfeiture or refusal to renew any **Licence**;
3. any cause in the Insured's control or where the Insured is entitled to obtain compensation under the provision of any Act of Parliament in respect of the **Licence**.

### Conditions

#### 1. Notification to NFU Mutual

The Insured will give notice in writing to **NFU Mutual** immediately on becoming aware of:

- a) any objection to renewal or any other circumstances which may endanger renewal of the **Licence**;
- b) proceedings against or conviction of the Insured or other occupier of the **Premises** for any breach of licensing laws or any other matter whereby the character or reputation of the person concerned is affected with respect to his honesty, moral standing or sobriety.

#### 2. Alteration to Premises

No alteration will be made to the **Premises** without the sanction of the Licensing Justices or other competent authority.

#### 3. Requirements of Licensing Justices

All directions or requirements of the Licensing Justices or other competent authority will be complied with.

#### 4. Control of Claims

**NFU Mutual** will have the right to take over and conduct in the name of the Insured (but at its own expense) any defence of any charge or proceedings of whatsoever nature against the Insured if such charge or proceedings might endanger the **Licence**.

**5. Notice following forfeiture of Licence**

In the event of forfeiture of or refusal to renew the **Licence**, the Insured will:

- a) immediately give written notice to **NFU Mutual** stating so far as is known, the grounds upon which such forfeiture or refusal has been made;
- b) at **NFU Mutual's** request, apply for a new **Licence** for the **Premises**.

**6. Sale of Premises**

No payment will be made under this Section if the **Premises** are sold within twelve months of the forfeiture or refusal to renew the **Licence** without **NFU Mutual's** prior approval.

## Section F

# Legal Expenses

*(Only insured if shown as operative on your schedule)*

### Definitions

Applicable to this Section only. The meaning of other words in bold type are to be found in the Definitions page of **your policy**.

### Appointed Representative

The lawyer, accountant or other suitably qualified person, who has been appointed to act for an **insured person** in accordance with the terms of this Section of **your policy**.

### Aspect Enquiry

An examination by the Inland Revenue which considers one or more specific aspects of **your** self assessment and/or corporation tax return.

### Costs and Expenses

- **Legal Costs**

All reasonable and necessary costs chargeable by the **appointed representative** on a standard basis. Also the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with the agreement of **DAS**.

- **Accountant's Costs**

A reasonable amount in respect of all costs reasonably incurred by the **appointed representative**.

- **Attendance Expenses**

The **insured person's** salary or wages for the time that the **insured person** is off work to attend any arbitration, court or tribunal hearing at the request of the **appointed representative** or while attending jury service. **We** will pay for each half or whole day that the court, tribunal or the **insured person's** employer will not pay for. The amount **we** will pay is based on the following:

- the time the **insured person** is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- if the **insured person** works full time, the salary or wages for each whole day equals 1/250th of the **insured person's** yearly salary or wages;
- if the **insured person** works part-time, the salary or wages will be a proportion of the **insured person's** weekly salary or wages.

### DAS

DAS Legal Expenses Insurance Company Limited which administers the independent claims handling service on **our** behalf 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

Tel: 0845 070 0173

**Date of Occurrence**

- (a) For civil cases (other than under insured incident - 5 Tax Protection) – when the cause of action first accrued.
- (b) For criminal cases – when the **insured person** commenced or is alleged to have commenced to violate the criminal law in question.
- (c) For **full enquiries** or **aspect enquiries** – when the Inland Revenue first notifies in writing the intention to make enquiries.
- (d) For Employers' Compliance and Value Added Tax disputes – when the relevant authority sends **you** an assessment or written decision.

**Full Enquiry**

An extensive examination by the Inland Revenue which considers all aspects of **your** tax affairs, excluding those enquiries which are limited to one or more specific aspects of **your** self assessment and/or corporation tax return.

**Territorial Limits**

For insured incidents 2 Legal Defence (excluding 2(4)), and 4(b) **Injury**:

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).

For all other insured incidents:

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, and the Channel Islands.

# Cover

## What Is Insured

**We** will pay as detailed below, provided that:

- (a) the **date of occurrence** of the insured incident happens during the **period of insurance** and
- (b) the insured incident occurs within the **territorial limits** in connection with the business and
- (c) any legal proceedings are dealt with by a court, or other body which **DAS** agree to, in the **territorial limits** and
- (d) in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **DAS** have agreed to) or make a successful defence.

For all insured incidents, **DAS** will help in appealing or defending an appeal as long as the **insured person** tells **DAS** within the time limits allowed that they want **DAS** to appeal. Before **we** pay any **costs and expenses** for appeals, **DAS** must agree that it is always more likely than not that the appeal will be successful.

If an **appointed representative** is used, **we** will pay the **costs and expenses** incurred for this.

**We** will pay Compensation Awards that **DAS** have agreed to.

## What Is Not Insured

- Any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the insured incident.
- **Costs and expenses** incurred before the written acceptance of a claim by **DAS**.
- Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under insured incident 1(b) Compensation Awards and 2 Legal Defence.
- Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- Any claim relating to franchise rights, or agency rights where **you** have the legal capacity to alter the legal relations of another.
- Any insured incident deliberately or intentionally caused by an **insured person**.
- A dispute with **us** or **DAS**, not otherwise dealt with under Special Condition 7.
- Any claim relating to a shareholding or partnership share in **you** unless such shareholding was acquired under a scheme open to all **your employees** or a substantial number of them of a certain minimum trade other than **your** directors or partners.
- An application for judicial review.
- Legal action an **insured person** takes which **DAS** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.
- 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.
- 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 **your policy**.

# Limits

## What Is Insured

The most **we** will pay for all claims arising out of any **event** is £100,000.

### 1. Employment Disputes and Compensation Awards

#### (a) Employment Disputes

**DAS** will defend **your** legal rights:

- (1) prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee, or
- (2) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme, or
- (3) in legal proceedings in respect of any dispute with:
  - (a) an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with **you**, or
  - (b) an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

#### (b) Compensation Awards

**We** will pay:

- (1) any basic and compensatory award and/or
- (2) an order for compensation following a breach of **your** statutory duties under employment legislation,

in respect of a claim **DAS** have accepted under insured incident 1(a).

Provided that

- (1) In cases relating to performance and/or conduct, **you** have throughout the employment dispute either:
  - (a) followed the ACAS Code of Disciplinary Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service, or
  - (b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland, or
  - (c) sought and followed advice from **DAS'** legal advice service.

## What Is Not Insured

- Any claim in respect of damages for personal **injury** or damage to **property**.
- Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 1981 as amended by the Collective Redundancies and Transfer of Undertaking Regulations (Protection of Employment) (Amendment) Regulations 1999, or the Acquired Rights Directive 2001 and any amending legislation.
- Any compensation award relating to the following:
  - trade union activities, trade union membership or non-membership;
  - pregnancy or maternity rights;
  - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
  - statutory rights in relation to trustees of occupational pension schemes;
  - statutory rights in relation to Sunday shop and betting work.
- Non-payment of **money** due under the relevant contract of employment or statutory provision relating thereto.
- Any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage Act 1998.
- Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

## What Is Insured

- (2) For an order of compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed advice from **DAS'** legal advice service since the date when **you** should have known about the employment dispute.
- (3) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **DAS'** Claims Department prior to serving notice of redundancy.
- (4) The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **DAS**.
- (5) The total of the compensation awards payable by **DAS** shall not exceed £1,000,000 in any one **period of insurance**

### (c) Service Occupancy

**DAS** will negotiate for **your** legal rights against an employee or ex-employee to recover possession of **premises** owned by, or for which **you** are responsible.

## 2 Legal Defence

At **your** request

- (1) **DAS** will defend the **insured person's** legal rights:
  - (a) prior to the issue of legal proceedings when dealing with the
    - Police
    - Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officerwhere it is alleged that the **insured person** has or may have committed a criminal offence, or
  - (b) following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction, or
  - (c) if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **We** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998.

## What Is Not Insured

- Any claim relating to defending **your** legal rights other than defending a counter-claim.
  
- Any claim which leads to the **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

## What Is Insured

- (2) **DAS** will defend **your** legal rights following civil action taken against **you** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
- (3) **DAS** will defend the legal rights of **your** directors, partners, managers and employees if:
  - (a) an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion, or
  - (b) civil action is taken against them as a trustee of a pension fund set up for the benefit of **your** employees.
- (4) **DAS** will represent the **insured person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting **your business**.
- (5) **DAS** will represent **you** in appealing against the refusal of the Information Commissioner to register **your** application for registration.
- (6) **We** will pay the **attendance expenses** of an **insured person** for jury service.

Provided that

- (1) In so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **territorial limits** shall be any place where the Act applies.
- (2) At the time of the insured incident, **you** have registered with the Information Commissioner in respect of insured incident (1)(c).

## What Is Not Insured

- Any claim under (3) (a) which leads to a civil action being taken against **you**.

## What Is Insured

### 3 Contract Disputes

**DAS** will negotiate for **your** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by **you** or on **your** behalf for the purchase, hire, sale or provision of goods or of services.

Provided that

- (1) The amount in dispute exceeds £250. If the amount in dispute exceeds £5,000, **you** will be responsible for the first £500 of **legal costs** in each and every claim.
- (2) If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250.
- (3) If the dispute relates to **money** owed to **you**, a claim under **your policy** is made within 90 days of the **money** becoming due and payable.

### 4 Property Protection and Injury

#### (a) Property Protection

**DAS** will negotiate for **your** legal rights in any civil action relating to **property** which is owned by **you**, or is **your** responsibility, following:

- (1) any event which causes or could cause physical damage to such **property**, or
- (2) any nuisance or trespass.

## What Is Not Insured

- Any claim relating to the following:
    - the settlement payable under an insurance policy;
    - a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
    - a loan, mortgage, pension or any other financial product and choses in action;
    - a motor vehicle owned by, or hired or leased to **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the **business** of selling motor vehicles.
  - A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **you**.
  - A dispute which arises out of the:
    - sale or provision of computer hardware, software, systems or services; or
    - purchase or hire of computer hardware, software, systems or services; tailored by a supplier to **your** own specification.
  - A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
  - The recovery of **money** and interest due from another party other than disputes where the other party intimates that a defence exists.
- 
- Any claim relating to the following:
    - a contract entered into by **you**;
    - goods in transit or goods lent or hired out;
    - goods at premises other than those occupied by **you** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **you**;
    - mining subsidence;
  - defending **your** legal rights other than in defending a counter-claim;
  - a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where **you** are engaged in the **business** of selling motor vehicles.

## What Is Insured

### (b) Injury

At your request, **DAS** will negotiate for an **insured person's** and their family members' legal rights following an **event** which causes **injury** to them.

## 5 Tax Protection

### (a) Full or Aspect Enquiries

**DAS** will negotiate on **your** behalf and represent **you** in any appeal proceedings in respect of a **full enquiry** and/or **aspect enquiry**.

### (b) Employers' Compliance

**DAS** will negotiate on **your** behalf and represent **you** in any appeal proceedings in respect of a dispute concerning **your** compliance with Pay As You Earn or Social Security Regulations following a review by the Inland Revenue or the Department of Social Security Contributions Agency.

### (c) VAT Disputes

**DAS** will negotiate on **your** behalf and represent **you** in any appeal proceedings following an assessment issued by HM Customs and Excise in respect of Value Added Tax due.

Provided that

- (1) For all insured incidents, **you** have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
- (2) **We** will not pay more than £2,000 for **aspect enquiries**.

## What Is Not Insured

- Any claim relating to the following:
  - any **injury** which develops gradually or is not caused by a specific or sudden accident; or
  - defending an **insured person's** or their family members' legal rights other than in defending a counter-claim; or
  - a motor vehicle owned or used by, or hired or leased to an **insured person** or their family members.
  
- In respect of **aspect enquiries** the first £200 of **costs and expenses** in each and every claim.
- Any insured incident arising from a tax avoidance scheme.
- Any insured incident caused by **your** failure to register for Value Added Tax.
- Any insured incident arising from any investigation or enquiries undertaken by the Inland Revenue Special Investigation Section or Special Compliance Office.
- Any insured incident arising from any investigation or enquiry by HM Customs and Excise into alleged dishonesty or alleged criminal offences.

# Special Conditions

- 1 An **insured person** must:
  - (a) keep to the terms and conditions of this section of **your policy**;
  - (b) notify **us** immediately of any alteration which may materially affect **our** assessment of the risk;
  - (c) take reasonable steps to keep any amount **we** have to pay as low as possible;
  - (d) try to prevent anything happening that may cause a claim;
  - (e) send everything **DAS** ask for, in writing;
  - (f) give **DAS** full details of any claim as soon as possible and give **DAS** any information **DAS** need.
  
- 2
  - (a) **DAS** can take over and conduct in the name of an **insured person**, any claim or legal proceedings at any time. **DAS** can negotiate any claim on behalf of an **insured person**.
  - (b) The **insured person** shall be free to choose an **appointed representative** (by sending **DAS** a suitably qualified person's name and address) if:
    - (i) **DAS** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of the **insured person** in those proceedings, or
    - (ii) there is a conflict of interest.

**DAS** may choose not to accept the **insured person's** choice, but only in exceptional circumstances. If there is a disagreement over the choice of **appointed representative** in these circumstances the **insured person** may choose another suitably qualified person.
  - (c) In all circumstances other than those set out in 2(b) above, **DAS** shall be free to choose an **appointed representative**.
  - (d) An **appointed representative** will be appointed by **DAS** and represent an **insured person** according to **DAS'** standard terms of appointment. The **appointed representative** must co-operate fully with **DAS** at all times.
  - (e) **DAS** will have direct contact with the **appointed representative**.
  - (f) An **insured person** must co-operate fully with **DAS** and with the **appointed representative** and must keep **DAS** up-to-date with the progress of the claim.
  - (g) An **insured person** must give the **appointed representative** any instructions that **DAS** require.
  
- 3
  - (a) An **insured person** 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 an **insured person** does not accept a reasonable offer to settle a claim, **we** may be instructed by **DAS** to refuse to pay further **costs and expenses**.
  - (c) **DAS** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
  
- 4
  - (a) If **DAS** ask, an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited.

- (b) An **insured person** 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.
- 5 If an **appointed representative** refuses to continue acting for an **insured person** or if an **insured person** dismisses an **appointed representative**, the cover **we** provided will end at once, unless **DAS** agree to appoint another **appointed representative**.
  - 6 If an **insured person** settles a claim or withdraws their claim without the agreement of **DAS**, or does 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**.
  - 7 If **DAS** and an **insured person** disagree about the choice of **appointed representative**, or about the handling of a claim, **DAS** and the **insured person** can choose another suitably qualified person to decide the matter. **We** must both agree to this in writing. If **DAS** cannot agree with the **insured person** about the choice of the second suitably qualified person, **DAS** will ask the president of a relevant national law society to choose a suitably qualified person. Whoever loses the disagreement will have to pay the costs of settling it.
  - 8 **DAS** may at their discretion require **you** to obtain an opinion from counsel at **your** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **us**.
  - 9 This section of **your policy** will be governed by English law.
  - 10 All Acts of Parliament within **your policy** wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

# Helpline Services

**DAS** provide these services 24 hours a day, 7 days a week during the **period of insurance**. To help **DAS** check and improve service standards, all calls are recorded.

## **Eurolaw Commercial Legal Advice**

**DAS** will give **you** confidential legal advice over the phone on any commercial legal problem affecting **your** business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

## **Commercial Tax Advice**

**DAS** will give **you** confidential advice over the phone on any tax matters affecting **your** business, under the laws of the United Kingdom.

## **Business Assistance**

In the event of an unforeseen emergency affecting **your business premises** which causes damage or potential danger, **DAS** will contact a suitable repairer or contractor and arrange assistance on **your** behalf. All costs of assistance provided are **your** responsibility.

**To contact the above services, phone DAS on 0845 070 0173 and state that you are an NFU Mutual policyholder.**

## **Counselling**

**DAS** will provide all **your** employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

**To contact the Counselling helpline, phone us on 0117 934 2121. These calls are not recorded.**

***DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control. Please do not phone DAS to report a general insurance claim.***

## **The Employment Manual**

The **DAS** Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit the DAS website at [www.das.co.uk](http://www.das.co.uk). From the Home Page click on the Employment Manual icon. All the sections of this web-based document can be printed off for **your** own use.

# General Exclusions

This **Policy** excludes

## 1. Confiscation

**Damage** caused by confiscation, nationalisation or requisition by order of any government, public, municipal, local or customs authority.

## 2. Terrorism

**Injury** or **Damage** directly or indirectly caused by, resulting from or in connection with any act of **Terrorism**.

## 3. Diminution of Value

Diminution of market value beyond the cost of repair or replacement

## 4. War Risks

**Damage** directly or indirectly occasioned by or happening through or in consequence of war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

## 5. Radioactivity

a) **Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss,

b) any legal liability of whatsoever nature,

directly or indirectly caused by, contributed to by, or arising from:

i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.

## 6. Pressure Waves

**Damage** to any **Property** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## 7. Trick

**Damage** caused by or consequent upon the Insured, an **Employee** or any other person entrusted with **Property** being induced by fraudulent trick to part voluntarily with the title or possession of any **Property**.

## 8. Self-ignition

**Damage** to electrical wiring, plant or apparatus caused by self-ignition.

**9. Pollution or Contamination**

a) Under Sections A1 and B

**Damage** caused by **Pollution or Contamination** except (unless otherwise excluded) for **Damage to Buildings, Premises Front, General Contents** or **Stock** caused by

- i) **Pollution or Contamination**, which itself results from a **Peril Covered**,
- ii) a **Peril Covered**, which itself results from **Pollution or Contamination**.

b) Under Section A3

Any liability in respect of **Pollution or Contamination** other than caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

All **Pollution or Contamination** which arises out of one incident will be deemed to have occurred at the time such incident takes place.

All compensation payable in respect of all **Pollution or Contamination** which is deemed to have occurred during the **Period of Insurance** shall not exceed the Public Liability Limit of Indemnity in the aggregate.

# General Conditions

## 1. Reasonable Precautions

The Insured will take all reasonable precautions for the safety of the insured **Property** and to prevent **Injury** or **Damage**.

## 2. Alteration of Risk

All cover under this **Policy** will cease if any alteration is made whereby the risk of **Injury** or **Damage** is increased until such alteration is agreed by **NFU Mutual** in writing.

## 3. Claims Procedure and Requirements

When anything happens which may give rise to a claim under this **Policy**, the Insured must:

- a) inform **NFU Mutual**
  - i) within seven days, if **Damage** by rioters, malicious persons or vandals is involved,
  - ii) as soon as possible, in all other circumstances;
- b) inform the police immediately, if any criminal act is involved;
- c) give **NFU Mutual** full particulars of what has happened and of any claim being made, in writing as soon as possible;
- d) at their own expense, give **NFU Mutual** such further information and assistance as **NFU Mutual** may reasonably require;
- e) take all reasonable action to avoid or minimise **Injury** or **Damage**.

## 4. Claims Control

**NFU Mutual** will:

- a) in respect of all claims made against the Insured, have sole control of all claims procedures and settlements;
- b) be entitled to
  - i) take over and conduct in the name of the Insured, or of any other person insured by this **Policy**, the defence or settlement of any claim,
  - ii) take proceedings at its own expense, but in the name of the Insured, or of any other person insured by this **Policy**, to pursue any rights or remedies to which it would become entitled following any payment made under this **Policy**.

No admission, offer, promise, payment or indemnity may be made or given by or on behalf of the Insured, or any other person insured by this **Policy**, without **NFU Mutual's** written consent.

No property may be abandoned to **NFU Mutual**.

## 5. Claims Settlement

In connection with any claim, or number of claims, made against the Insured, **NFU Mutual** may, at any time, pay to the Insured the appropriate Amount Payable stated in the **Policy** (after deduction of any sum or sums already paid) or any lesser amount for which such claim or claims can be settled.

On such payment, **NFU Mutual's** liability in respect of such claim or claims will cease, other than for costs incurred with its consent prior to the date of such payment.

## 6. Fraud

In the event of any claim being in any respect fraudulent, or if any fraudulent means or devices are used by the Insured, or anyone acting on their behalf, to obtain any benefit under this **Policy**, or if any **Damage** is occasioned by the wilful act or with the connivance of the Insured, all benefit under this **Policy** will be forfeited.

## 7. Other Insurance

If at the time any claim arises under this **Policy** there is in force any other insurance covering the same **Property** or liability **NFU Mutual** will not pay more than its rateable proportion of such a claim.

**NFU Mutual's** liability will not be increased as a result of such other insurance being subject to any condition by which it is excluded from being drawn into contribution.

## 8. Cancellation

**NFU Mutual** may cancel this **Policy** by giving the Insured 14 days written notice to the Insured's last known address and **NFU Mutual** will return to the Insured a proportion of the premium.

The Insured may cancel this **Policy** by sending written notice to **NFU Mutual**. **NFU Mutual** will then refund part of the Insured's premium unless the Insured has made a claim in the current **Period of Insurance**.

## 9. Arbitration

Should any difference arise as to any amount payable to the Insured (liability being admitted) such difference will be referred to an arbitrator to be appointed in accordance with the appropriate statutory provision in force at the time.

Where any difference is referred to arbitration the making of an award will be a condition precedent to any right of action against **NFU Mutual**.

## 10. Statutory Requirements

The Insured will comply with all statutory requirements concerning:

- a) the inspection of machinery, plant, equipment and apparatus;
- b) the safety of persons or **Property**.

## 11. Average

Each of the sums insured is declared to be separately subject to average as follows

- a) **Buildings** or **Premises Front, General Contents, Stock**, Frozen Food and Goods in Transit.

If the appropriate sum insured at the time of the occurrence of **Damage** is:

- i) in respect of **Stock**, less than the cost of replacement at current prices;
- ii) in respect of **Property** (other than **Stock** and clothing and linen and towels), less than 85% of the cost of reinstatement as new;
- iii) in respect of clothing and linen and towels (other than **Stock**), less than the cost of replacement less a deduction for wear and tear and depreciation;

the Insured will be considered as being their own insurer for the difference between the sum insured and the cost of reinstatement or replacement and will bear a rateable share of the **Damage** accordingly.

b) Business Interruption

If the sum insured on **Gross Profit** is less than the sum produced by applying the **Rate of Gross Profit** to the **Annual Takings**, **NFU Mutual's** liability will be reduced in proportion.

c) Book Debts

If at the time of **Damage** the sum insured is less than the total of Outstanding Debit Balances the amount payable will be reduced in proportion.

**12. Maximum Amount Payable**

The maximum amount payable by **NFU Mutual** will not exceed the individual sum insured set against each item in the specification in any one **Period of Insurance** or in respect of any one claim.

**13. Observance of Conditions**

**NFU Mutual** will have no liability under this **Policy** or, at **NFU Mutual's** absolute discretion, under one or more Sections of this **Policy**, if

- a) the Insured fails to observe and comply with any of the terms or conditions of this **Policy**, or
- b) there is any misrepresentation, misdescription or non-disclosure of any material fact.

**14. Indemnity to Other Persons**

In the event of the death of any person due to be indemnified **NFU Mutual** will indemnify their legal personal representatives.

**15. Cancellation of Policy-credit Agreement**

If the Insured defaults under **NFU Mutual's** Credit Agreement to pay the premium, **Policy** cover will cease in accordance with the conditions of the Credit Agreement unless **NFU Mutual** agrees otherwise in writing.

**16. Terrorism**

If **NFU Mutual** allege that any **Injury** or **Damage** is not covered by this **Policy** by reason of the **Terrorism** exclusion the burden of proving the contrary shall be upon the **Insured Person**.

# Warranties

It is warranted by the Insured that:

## 1. Minimum Security

a) the **Premises** are secured as follows or as agreed or stipulated by **NFU Mutual**.

Final Exit Doors

- i) single timber door – deadlock complying with BS3621.
- ii) single aluminium or UPVC door – cylinder operated mortice deadlock.
- iii) double doors –
  - a) key operated locks or bolts (with detachable keys) fitted inside top and bottom to the first closing leaf and locking into the top frame and sill, or
  - b) flush bolts fitted top and bottom to the inside door edge of the first closing leaf and locking into the top frame and sill,and to the second closing leaf a lock as described in i) or ii) above, dependent upon the construction of the door.
- iv) other doors – security to be agreed by **NFU Mutual**.

All other external doors (and internal doors leading to other buildings not in the sole occupation of the insured) not used as a final exit

- i) as described under Final Exit Doors, or
- ii) single doors – key operated locks or bolts (with detachable keys) fitted inside top and bottom, or
- iii) double doors – the first closing leaf as described under paragraph iii) of Final Exit Doors and the second closing leaf as described under paragraph ii) of All Other External Doors.

Windows –

all external basement, ground floor and other accessible windows which were originally constructed to open.

Key operated locks, or

Grilles or bars (construction framework and method of fixing to be agreed by **NFU Mutual**),

- b) all protections required by **NFU Mutual** for the safety of the insured **Property** will be maintained throughout the **Period of Insurance** and will not be withdrawn or varied without **NFU Mutual's** written consent,
- c) except when deposits or extractions are being made, all safes will be kept locked and all keys removed to a place of safe keeping,
- d) whenever **Premises** are closed for **Business**, or left unattended
  - i) all keys for safes and doors will be removed from the **Premises**,
  - ii) all keys for windows will be removed from locks,
  - iii) all protections required by **NFU Mutual** for the safety of the insured **Property** will be put into effect.

Breach of this warranty will exclude any claim in respect of **Peril Covered** 9 or any claim for theft of **Money** or **Non-Negotiable Instruments**;

## **2. Construction and Maintenance**

the **Premises** are

- a) constructed of brick, stone, concrete, asbestos or metal and roofed with slates, tiles, concrete, asbestos, metal, asphalt or sheet or slabs composed entirely of incombustible mineral ingredients,
- b) maintained in a good state of repair;

## **3. Premises**

if the **Premises** are not

- a) open for the conduct of **Business**, or
- b) being used to provide overnight accommodation for the Insured or any person authorised by him
  - i) for more than seven days, they must subsequently be inspected internally every day by a person appointed by the Insured and if **Damage** is discovered, immediate steps must be taken to prevent further **Damage**.  
Breach of this warranty will exclude any claim in respect of **Perils Covered** 4 and 6.
  - ii) for more than 30 days, **Perils Covered** 4, 6, 9 and 11 will be inoperative;

## **4. Cooking**

- a) all frying and other cooking ranges, equipment, flues and exhaust ducting are securely fixed and free from contact with combustible material
- b) all extraction hoods, canopies, filters and grease traps are cleaned once a month
- c) all extraction ducts are cleaned at least once every 6 months
- d) frying equipment is fitted with a thermostat designed to prevent the temperature of cooking oils and fat from rising above 205 degrees centigrade and maintained in efficient working order
- e) multi-purpose fire extinguishers or other materials suitable for extinguishing oil and fat fires are maintained ready for immediate use and kept in the cooking area.

## **5. Automatic Teller Machines (ATM)**

In respect of any ATM where the Insured or an **Employee** is responsible for filling the machine

- a) **Money** must be removed and door of the machine must be left open outside **Business Hours**.
- b) signs must be clearly displayed, both at the front entrance of the **Premises** and in the vicinity of the ATM, advising that **Money** is removed outside **Business Hours**.

# Assignment Condition

As a condition of being granted this **Policy** the Insured has:

1. undertaken and agreed with **NFU Mutual** and the NFU Mutual Charitable Trust (“the Trust”) to assign, pay or transfer to the trustees of the Trust all and any rights to which the Insured may become entitled at any time by reason of or in respect of his membership of **NFU Mutual** by reference to this **Policy**, on or in connection with any transfer of part or all of the **NFU Mutual’s** business to any other person, firm or company or any change in the corporate status of **NFU Mutual** or any distribution out of the funds of **NFU Mutual** other than

- a) the declaration of customary annual, reversionary or terminal bonus attaching to a policy of life, annuity or capital redemption assurance or
- b) any other benefit which the Board of **NFU Mutual** determines shall not be subject to his agreement to assign, pay or transfer;

2. undertake to execute and deliver any transfer, deed and/or other documents together with any certificates of title or valuable consideration received by the Insured as **NFU Mutual** or the Trust shall require in compliance with the undertaking and agreement referred to above; and

3. irrevocably severally appointed **NFU Mutual** and the Trust and any officer of **NFU Mutual** or the Trust to act as his agent to execute on his behalf any assignment, transfer form, receipt or other document as may be required to effect the above assignment, payment or transfer and to authorise and approve each and every act or thing which may be done or effected by **NFU Mutual** or the Trust or any officer of **NFU Mutual** or the Trust, as the case may be, in exercise of any of its or his powers and/or authorities referred to above.

The Insured shall not be entitled to participate in any distribution of surplus assets on a dissolution of **NFU Mutual** by reference to this **Policy**.

**[www.nfumutual.co.uk](http://www.nfumutual.co.uk)**

NFU Mutual is The National Farmers Union Mutual Insurance Society Limited (No. 111982).  
Registered in England. Registered Office: Tiddington Road, Stratford upon Avon, Warwickshire CV37 7BJ.  
Authorised and regulated by the Financial Services Authority.  
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