

Your policy document

# Tradesman Insurance



**NFU Mutual**

# Thank you

for placing your tradesman's 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.

## Protecting your property

You have bought this policy to provide peace of mind. However, no insurance can fully make up for the trauma which follows loss or damage. It is worth taking time to make sure that you have taken sensible steps to protect your property.

### Fire

- Check electrical equipment regularly to make sure that flexes are in good condition and that plugs are wired correctly
- Do not overload circuits by using multiple adaptors
- Unplug any appliances not in use before you go to bed or when you go out
- Install a smoke alarm in your caravan - it saves lives.

### Burst Pipes

- Turn off the water and drain the system in the winter
- If pipes do freeze, thaw them out slowly using hot water bottles.

### Security

- Use door and window locks and take the keys out of the locks when you go out
- Do not leave keys lying around
- Consider the installation of an intruder alarm - you will receive a discount from your premium if an alarm is fitted.

## 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

NFU Mutual is the data controller and will process personal information in accordance with the Data Protection Act 1998. We may check and/or pass some or all of the personal information you have supplied to NFU Mutual 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 suppliers of goods and services, to regulatory or other organisations, databases and fraud prevention agencies. We may also search these agencies and databases 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 may use your information to carry out research.**

**We can supply, on request, further information about the databases we access and supply to.**

# Contents

| <b>Description</b>      | <b>Page</b>  |
|-------------------------|--------------|
| Schedule                | Inside cover |
| Policy Introduction     | 4            |
| General definitions     | 5            |
| Standard section        |              |
| ● Public liability      | 7            |
| Optional sections       |              |
| ● Employers' liability  | 12           |
| ● Personal accident     | 15           |
| ● Tools                 | 17           |
| ● Contract works        | 18           |
| ● Property              | 21           |
| ● Stock in vehicles     | 26           |
| ● Money                 | 28           |
| ● Business interruption | 31           |
| Warranties              | 32           |
| General exclusions      | 34           |
| General conditions      | 36           |
| Assignment conditions   | 39           |

Please note that your policy has several sections.

Check your schedule which you will find in the pocket opposite to see which sections are in force.

# 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 Services Director General Insurance Services  
The National Farmers Union Mutual Insurance Society Limited.

**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.

# General definitions

Some words have special meanings. These words are shown in bold type here, at the beginning of each section or in endorsements. They have been printed in bold throughout **your policy** to help you identify them.

## **Business**

The activities shown in **your schedule** including:

- provision and management of canteen, sports and social, education, training and welfare activities and first aid, fire, security and ambulance services;
- ownership, maintenance and repair of **your buildings**;
- taking part in exhibitions and trade shows;
- private work undertaken with **your** prior consent by any **employee** for any **insured person**.

## **Costs**

**We** will pay for:

- legal fees for representation at any coroner's inquest or fatal injury inquiry, or defence in any court of summary jurisdiction for breach or alleged breach of statutory duty resulting in **injury** or **damage** to **property**;
- costs recoverable from **you** by any claimant before **we** have paid or offered to pay the full amount of the claim or the limit of indemnity;
- other costs and expenses incurred with **our** written consent; for an incident the subject of a claim under **your policy**.

## **Damage**

Accidental loss or damage.

## **Employee**

Any person working for **you** in connection with **your business** who is:

- under a contract of service or apprenticeship with **you**;
- a labour master, labour-only subcontractor or a person supplied by either of them;
- working under a recognised work experience or training scheme;
- self-employed;
- borrowed by **you** or hired to **you**;
- a voluntary helper.

## **Excess**

The amount of each claim which **you** must pay.

## **Index linking**

The monthly adjustment **we** will make to **your** sum insured. **We** will calculate **your** subsequent renewal premium on the adjusted sum insured. The adjustment will be calculated:

- for **stock** and **contents** in accordance with the Producer Price Index for Home Sales of Manufactured Products;
- for the **buildings** in accordance with the General Buildings Cost Index; or any alternative suitable index which **we** may decide upon.

## **Injury**

(not applicable to the Personal accident section)

Bodily injury, death, disease, illness or nervous shock.

# General definitions continued

## **Insured person**

(not applicable to the Personal accident section)

**You**, any partner, director or **employee**.

## **Intruder alarm system**

The component parts including the method of communications used to transmit the signals.

## **Keyholder**

**You** or any person authorised by **you** who is available at all times to accept notification of faults or alarm signals relating to the **intruder alarm system**, attend and allow access to the **premises**.

## **Policy**

Everything in this document and **your schedule** and the endorsements which apply.

## **Pollution**

All pollution or contamination of buildings, other structures, water, land or the atmosphere and all **damage** or **injury** caused directly or indirectly by such pollution or contamination.

## **Premises**

The **buildings** at the address shown in **your schedule** which **you** use for **your business**.

## **Property**

Material property.

## **Responsible person**

**You** or any person authorised by **you** to be responsible for the security of the **premises**.

## **Schedule**

The schedule issued by **us** as part of **your policy**.

## **Stock**

Stock and materials in trade which belong to **you** or are **your** legal responsibility.

## **Terrorism**

(not applicable to the Employers' Liability section)

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.

## **Theft**

Theft or attempted theft.

## **United Kingdom**

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

## **We, us, our**

The National Farmers Union Mutual Insurance Society Limited.

## **You, your**

The company, partnership or individuals named in **your schedule**.

# Public liability

## Definitions

### Products

Goods including containers and packaging sold, supplied, installed, erected, repaired, treated, altered or serviced by **you** or on **your** behalf in connection with **your business**.

### Underground services

Pipes, cables and underground services.

## What Is Insured

**We** will pay all sums which **you** are legally liable to pay as compensation for accidental:

- a) **injury** to any person;
- b) **damage** to **property**;
- c) obstruction, loss of amenities, trespass or nuisance;
- d) wrongful arrest, detention or false imprisonment of any person;

happening in connection with **your business** during the period of insurance within the **United Kingdom**.

## What Is Not Insured

### Injury to any employee.

Fines, penalties, liquidated, punitive, exemplary or aggravated damages or multiplication of damages.

Actions for damages brought against **you** for work unless brought in a member country of the European Union and the work was undertaken by an **insured person** normally resident in the **United Kingdom**.

The **excess** shown in **your schedule**.

**Damage to property** belonging to or in the custody or control of **you** or **your employees** other than:

- personal effects of **employees** or visitors;
- **property** actually being worked upon at the time of the loss;
- premises including contents which are temporarily occupied by **you** for the purpose of carrying out work.

Any expense in recalling defective **products** or making refunds on or repairing, replacing, reinstating or making good defective **products** or workmanship.

Liability arising from the ownership, possession or use of any railway, watercraft, aircraft, or hovercraft.

Liability arising from the ownership, possession or use of any mechanically propelled vehicle including any attached trailer except in the following circumstances:

- where the use is such that insurance or security is not required under legislation governing the use of the vehicle or attached trailer, including such use as a tool of trade;
- loading or unloading of the vehicle or trailer where no other insurance would provide an indemnity.

## What Is Insured

### How we will settle your claim

The most we will pay for claims arising during any one period of insurance is the amount shown in your **schedule** plus **costs**:

- in total for all claims arising from **products** (whether or not involving **pollution**);
- in total for all claims arising from **pollution** and all **damage** or **injury** directly or indirectly caused by **pollution**;
- for any other one occurrence or series of claims arising out of one occurrence.

## What Is Not Insured

### Damage to property

- which forms part of or is incorporated into permanent or temporary works undertaken by **you** in the course of any contract or agreement which happens:
  - before the date of issue of a certificate of completion or, where the contract has no provision for such a certificate, the date of practical completion of the contract;
  - after the date of completion where **you** are responsible for **damage to property** under the terms of the contract;
- caused by those risks in respect of **property** against which **you** are required to effect insurance by Clause 21.2.1 of the Joint Contracts Tribunal Standard Form of Building Contract (or any subsequent revision) or under any other contract containing a similar provision.

Liability arising from the giving of advice or treatment for a fee.

Liability arising from design, plan, formula or specification of **products** or work for a fee.

Liability assumed by **you** under agreement except for any contract for:

- construction, alteration, repair or renovation of **property** or the installation of **products**;
- hire of plant for **business** use;

unless **you** would have been liable without the agreement.

## What Is Insured

### Additional insurances

#### 1 Liability for property previously owned

**We** will pay all sums for which **you** are legally liable if **you** have sold **your** property and are then prosecuted under section 3 of the Defective Premises Act 1972, or section 5 of the Defective Premises Act (Northern Ireland) Order 1975 for:

- **injury** or
- **damage** to property.

This cover will continue to apply to any property previously owned and occupied by **you** for seven years after **you** cancel **your policy**.

The most **we** will pay for any incident caused by one event is the amount shown in **your schedule**.

**We** will also pay **costs**.

#### 2 Indemnity to other persons

At **your** request, **we** will deal with any claim made against any of the following if the claim would have been insured by **your** policy if it had been made against **you**:

- any person for whom you have been working in connection with **your business**;
- any director or employee of **your business**;
- the owner of any plant hired by **you**;

provided that

- The **insured person** keeps to the terms and conditions of **your** policy;
- **We** will have sole control over the handling of the claim;
- **We** will only deal with any claim to the extent required by the contract for the hiring in of any plant.

#### 3 Car park liability

**We** will pay all sums for which **you** are liable for **damage** to vehicles which are **your** responsibility while at **your premises**.

#### 4 Health & Safety at Work Act

With **our** written consent **we** will pay legal fees and expenses or, at **your** request, those of any partner, director or **employee** in defending any prosecution or appealing against any judgement given, under the Health and Safety at Work etc. Act 1974, or the Health and Safety (Northern Ireland) Order 1978, provided that the offence relates to an activity involving the health, safety or welfare of any person other than an **employee** and was committed in connection with **your business** during the period of insurance.

## What Is Not Insured

**We** will not pay for the cost of rectifying defects or alleged defects.

**We** will not pay for **damage** to vehicles which:

- belong to **you**;
- are stored for a fee or other consideration;
- are there for the purpose of being worked upon.

Legal fees or expenses incurred because of any deliberate act or omission.

Any fines or penalties.

## What Is Insured

### 5 Cross liabilities

Where **your policy** is in joint names of more than one party, cover applies separately to each, provided this will not increase **our** total liability beyond the applicable limit.

### 6 Compensation for court attendance

If an **insured person** attends Court as a witness, at **our** request, in connection with a claim for which **you** are entitled to indemnity under this section, **we** will pay the following daily rates for each day on which attendance is required:

- **you**, any partner or director £150
- an **employee** £150

### 7 Tenant's liability

**We** will pay for **damage** which **you** are responsible for to **premises** not owned by **you** but leased or rented by **you** and occupied for **your business**.

The **property** in custody/control exclusion does not apply to this extension.

### 8 Movement of obstructing vehicles

**We** will pay for claims which **you** are responsible for arising from the movement of any vehicle by an **insured person** where the vehicle is causing an obstruction and interfering with the performance of **your business**.

Provided that:

- movements are limited to vehicles parked on or obstructing **your premises** or at any site at which **you** are working;
- the vehicle causing obstruction is driven by a person who is competent and holds or is not disqualified from obtaining a license to drive the vehicle;
- the vehicle causing the obstruction is driven using the owner's ignition key.

### 9 Motor contingent liability

**We** will pay all amounts for which **you** are legally liable to pay as compensation for accidental **injury** or **damage** to **property** caused by the use of any motor vehicle (not belonging to **you**, provided by **you** or being **your** responsibility) in connection with **your** business.

## What Is Not Insured

**Damage** which is insured elsewhere.

Liability arising solely because of a contract.

£100 **excess** unless **damage** is caused by fire or explosion.

**Damage** to the vehicle.

Where compulsory insurance or security is required by legislation.

Where insurance is provided by another policy.

Any **injury** to any **employee** unless required by the Road Traffic Act.

**Damage** to the motor vehicle or its contents.

## What Is Insured

### Warranty

It is warranted that:

1 Prior to any digging or excavation work **you** will:

- a) take all reasonable steps to identify the position of **underground services**, including the use of any freephone facility for the location of **underground services**;
- b) retain a written record of the measures taken to locate **underground services**;
- c) adopt a method of work which will minimise the risk of loss to all services.

2 **You** or any person acting on **your** authority will put the following precautions into effect every time heat equipment is used:

- a) a suitable person responsible for fire safety to be appointed
- b) the area of work operations (including the other side of any wall or partition) to be inspected to ensure absence of direct or indirect risk of ignition of any combustible material
- c) all combustible material to be:
  - i) moved at least 10 metres from heat work or,
  - ii) if not movable, covered with appropriate fire proof covers or screens
- d) at least one 4.5 kg dry powder or similar multi-purpose fire extinguisher to be maintained ready for immediate use
- e) all heat equipment to be:
  - i) used in accordance with the manufacturer's instructions
  - ii) attended at all times while alight or in operating mode
  - iii) lit as late as possible prior to use and extinguished immediately after use
- f) on finishing work and before leaving the work site, the work area is to be thoroughly searched to ensure there is no potential risk of fire.

## What Is Not Insured

Liability arising:

- where **you** or the driver is entitled to indemnity under any other insurance
- while the vehicle is being driven by **you** or by any person who, to **your** knowledge, does not hold a driving licence for such a vehicle or is disqualified from holding or obtaining such a licence
- while the vehicle is involved in any kind of motor sport
- while any vehicle is outside the **United Kingdom**.

# Employers' liability

(Please refer to **your schedule** to see if this section is in force)

## Definitions

**Terrorism** (applicable to this section only)

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.

### What Is Insured

**We** will pay all sums which **you** are legally responsible to pay as compensation for accidental **injury** to any **employee** happening in connection with **your business**:

- a) within the **United Kingdom**;
- b) during visits undertaken by an **employee**, normally resident in the **United Kingdom**, elsewhere in the world not involving the supervision or performance of manual work;

during the period of insurance.

### Important note

Unless **your schedule** shows manual **employees** as being insured the cover under this section applies only in respect of **employees** engaged solely in clerical and administration duties.

### How **we** will settle **your** claim

The most **we** will pay for all claims caused by one event or series of events brought about by the same cause is

- a) £5,000,000 (including **costs**) where **injury** arises from **terrorism**.
- b) the amount shown in **your schedule** (including **costs**) for other **injuries**.

### What Is Not Insured

Liability which should be covered by compulsory motor insurance.

Actions for damages brought against **you** in any country which is not a member of the EU.

## What Is Insured

### Additional insurances

#### 1 Health & Safety at Work Act

With **our** written consent **we** will pay legal fees and expenses or, at **your** request, those of any partner, director or **employee** in defending any prosecution or appealing against any judgement given, under the Health and Safety at Work etc. Act 1974, or the Health and Safety (Northern Ireland) Order 1978, provided that the offence relates to an activity involving the health, safety or welfare of any **employee** and was committed in connection with **your business** during the period of insurance.

#### 2 Unsatisfied court judgements

If a judgement for damages obtained:

- a) in any court in the **United Kingdom**;
- b) against any company or individual operating from the **United Kingdom**;
- c) by an **employee** or his legal personal representative for **injury** arising out of and in the course of his employment by **you**;

remains unsatisfied in whole or in part six months after the judgement date, **we** will pay, at **your** request, the unsatisfied amount of these damages or awarded costs not exceeding the indemnity limit shown in **your schedule**.

If any payment is made under the terms of this extension, the **employee** or his personal legal representative will assign the judgement to **us**.

#### 3 Injuries to working partners or proprietors

If a working partner or proprietor suffers **injury**, caused by the negligence of an **insured person**, while working in connection with **your business** **we** will regard them as an **employee**.

#### 4 Compensation for court attendance

If an **insured person** attends court as a witness at **our** request in connection with a claim for which **you** are entitled to indemnity under this section, **we** will pay the following daily rates for each day on which attendance is required:

- **you**, any partner or director           £150
- an **employee**                               £150

## What Is Not Insured

Legal fees or expenses incurred because of any deliberate act or omission.

Any fines or penalties.

Judgements where there is an appeal outstanding.

Where a judgement is outstanding before the beginning of this insurance.

## What Is Insured

5 Indemnity to other persons

At **your** request, **we** will deal with any claim made against any of the following if the claim would have been insured by **your** policy if it had been made against **you**:

- any person for whom **you** have been working in connection with **your business**;
- any director or employee of **your business**;
- the owner of any plant hired by **you**

provided that:

- the **insured person** keeps to the terms and conditions of **your** policy;
- **we** will have sole control over the handling of the claim;
- **we** will only deal with any claim to the extent required by the contract for the hiring in of any plant;
- **we** will not pay more than the amount **we** would have paid had the claim been made against **you**.

### Special condition

Right of Recovery

This section accords with the requirements of any law relating to compulsory insurance of liability to **employees** in the **United Kingdom**. **You** will repay **us** all sums which **we** would not have paid but for the provisions of such law.

## What Is Not Insured

# Personal accident

(Please refer to **your schedule** to see if this section is in force)

## Definitions

**Injury** (applicable to this section only).

Accidental bodily injury the result of an external, violent and visible cause.

**Insured person** (applicable to this section only).

**You**, any partner, working director or **employee** named in **your schedule**.

### Loss of limbs or sight

Total and permanent:

- loss or loss of use of one or more hands or feet;
- loss of sight in one or both eyes.

### Total disability

A disability which after 104 weeks from the date of the **injury** totally prevents an **insured person** from undertaking gainful employment of any kind for all the foreseeable future.

## What Is Insured

**We** will provide benefit if an **insured person** has an **injury** during the period of insurance.

**We** will pay for the following:

|  | One Unit<br>of Cover |
|--|----------------------|
| 1. Death within 12 months from the date of <b>injury</b>           | £5,000               |
| 2. <b>Loss of limbs or sight</b> within 12 months of <b>injury</b> | £5,000               |
| 3. Permanent <b>total disability</b>                               | £5,000               |

## What Is Not Insured

**Injury** resulting from:

- pregnancy or childbirth;
- suicide or deliberate self-injury;
- alcohol or drugs;
- any HIV-related condition;
- putting yourself in danger, except in an attempt to save human life;
- flying or other aerial activities, except as a fare-paying passenger in a power-driven aircraft or hot air balloon;
- winter sports, except sledging in the **United Kingdom**, curling or skating;
- hunting on horseback;
- racing, except swimming, running or yachting;
- mountaineering or rock climbing where ropes or guides are used;
- pot-holing or caving;
- any bungee sport;
- professional sport.

## What Is Insured

### How **we** will settle **your** claim

Payment will only be made under one of items 1, 2 or 3 and that payment will end cover for the **insured person** concerned.

### Special condition

Any **insured person** sustaining **injury** must be placed in the care of a registered medical practitioner as soon as possible after suffering the **injury**.

## What Is Not Insured

# Tools

(Please refer to **your schedule** to see if this section is in force)

## Definitions

### Tools

Any hand tools or hand held portable power tools belonging, hired or leased to any **insured person** or the **business** used in connection with the **business** but excluding computers.

### What Is Insured

If during the period of insurance any **tools** suffer **damage** from any cause not excluded within the **United Kingdom**, we will pay the full cost of repair or, at **our** option, replacement to a condition equal to but not better than its condition when new.

### How we will settle **your** claim

The most we will pay is the sum insured shown in **your schedule** subject to a maximum of £500 any one tool unless the tool is specifically insured.

### What Is Not Insured

**Damage** caused by:

- **theft** or loss of **tools** unless contained in an area which is locked and secured outside **your** normal daily working hours;
- **theft** of **tools** from any unlocked, unattended vehicle;
- vermin, insect, wear and tear, corrosion, frost, atmospheric conditions or the actual process of cleaning, repair, renovation or gradual deterioration;
- exposure to weather conditions while in the open or in open-sided buildings;
- their operation or use during the course of working;
- defective or faulty design, material or workmanship, hidden defect or internal corruption;

Consequential loss of any description.

Unexplained disappearance or inventory shortage.

**Theft** by any **insured person**.

**Damage** to **tools** let out on hire.

The **excess** shown in **your schedule**.

# Contract works

(Please refer to **your schedule** to see if this section is in force)

## Definitions

### Contract works

All work carried out or to be carried out under any contract undertaken by **you** in the course of **your business** including **site materials** intended for incorporation into the contract.

### Maintenance period

The period not exceeding 12 months stated in any contract during which **you** are responsible for maintenance work or rectifying defects arising from the **contract works**.

### Site materials

All unfixed materials and goods delivered to the **contract works** and intended for use in them but excluding machinery, plant, tools, equipment and temporary buildings.

### Property covered

1. The **contract works** including:
    - materials and goods supplied free of charge for incorporation in the contract;
    - office furniture, fixtures and fittings;
    - business books, computer systems records and documents, but only the cost of materials, clerical labour and computer time to reproduce them;
    - designs, models, moulds, patterns and plans;
    - telephone installations intended directly for use with the **contract works**;
    - **your**, directors', partners' or **employees'** personal effects (excluding tools, motor vehicles, jewellery, furs, money, computers, mobile telephones or items otherwise insured) up to £250 per person;
  2. **your** temporary buildings for use in connection with the **contract works**;
  3. **your** machinery, plant and equipment for use in connection with the **contract works**;
  4. hired-in machinery, plant, equipment and temporary buildings which **you** are responsible for;
- provided that the **property** covered is owned by **you** or for which **you** are responsible:
- on the contract site;
  - in the immediate area surrounding the contract site;
  - in transit in or on any vehicle;
- and intended for use in the **contract works** within the **United Kingdom**.

## What Is Insured

**We** will pay **you** for **damage** to the **property covered** during the period of insurance by any cause not excluded.

**We** will also pay for **damage** to the **contract works**:

- a) happening during any **maintenance period** due to a cause occurring before the start of the **maintenance period**;

## What Is Not Insured

**Damage** to:

- any mechanically propelled vehicle except motorised equipment used where compulsory insurance is not required;
- railway, watercraft, aircraft or hovercraft;
- deeds, bonds, bills of exchange, promissory notes, cash, banknotes, treasury notes, cheques, postal orders, stamps or securities;

## What Is Insured

- b) caused by **you** while carrying out any maintenance or making good defects which are required under the conditions of the contract.

## What Is Not Insured

- any computers or laptops;
- any existing **property** including any existing **property** being altered or repaired;
- any hand tool or hand-held portable power tool.

**Damage** to the **contract works** or any part of them for which a certificate of completion has been issued or which have been handed over to the employer or purchaser unless the **damage**:

- happens during the **maintenance period** and arises from a cause happening before the start of this period;
- is caused by **you** in carrying out **your** obligations under the **maintenance period** contract conditions;
- occurs within 14 days of the issue of a certificate of completion and it is **your** responsibility to take out insurance against such **damage**.

Penalties under any contract for delay, lack of performance, loss of contract or consequential loss of any description.

Wear, tear, gradual deterioration, corrosion, insect, vermin, mildew, wet or dry rot or fungi.

Electrical or mechanical breakdown of any plant belonging to **you**.

**Damage** to or the necessary cost to replace, repair or rectify the **contract works** due to a defect in design, plan, specification, materials, or workmanship. This exclusion will be limited to the part of the **contract works** directly affected and will not apply to **damage** to any otherwise sound part of the **contract works** caused as a result.

**Damage** to any **property covered** by unexplained disappearance or which is revealed only at inventory or by stocktaking.

**Damage** to any **property covered**:

- if it is **your** own development;
- if there is not provision for a completion certificate in the contract;

and the **damage** happens after practical completion.

The **excess** stated in **your schedule**.

## What Is Insured

### How **we** will settle **your** claim

If the **property covered** sustains **damage** during the period of insurance **we** will either:

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

The most **we** will pay is the sum insured stated by each item in **your schedule**.

### Additional Insurances

#### 1 Professional fees

**We** will pay the fees that **you** reasonably have to pay to architects, surveyors, consulting engineers and solicitors for replacement or repair of the **property covered** following **damage**.

#### 2 Debris removal

If the **property covered** suffers **damage** by any cause not excluded by this section **we** will pay to:

- remove debris resulting from the **damage**;
- dismantle, demolish, prop up or fence the **property covered**.

#### 3 **Property** stored

**We** will pay for **damage** to **site materials** which are intended for incorporation in the **contract works** while temporarily stored anywhere in the **United Kingdom** but only for the amount for which **you** are responsible under the contract conditions.

#### 4 Employer's Interest

**We** will cover the interest of any employer, for whom **you** are carrying out a contract to which this section applies, but only to the extent that such interest is required to be insured jointly with **you** under the contract conditions.

#### 5 Statutory or Local Authority Costs

If the **property covered** is **damaged** by any cause insured by this section **we** will pay the extra costs **you** have to pay to comply with the regulations imposed by the Government or any local authority, provided that the work of reinstatement is commenced and carried out without unreasonable delay.

## What Is Not Insured

**We** will not pay for any **damage** to an existing structure.

#### Costs:

- where **you** received notice to comply before **damage** occurred;
- relating to undamaged parts of the **property covered**;
- which can be recovered elsewhere;

Any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable by reason of compliance with any of the regulations imposed by the Government or local authority.

# Property

(Please refer to **your schedule** to see if this section is in force)

## Definitions

### Buildings

The buildings at **your premises** built of brick, stone or concrete and roofed with slates, tiles, concrete, asphalt, metal or sheets or slabs composed entirely of incombustible mineral ingredients and including:

- landlord's fixtures and fittings;
- outbuildings;
- walls, retaining walls, gates and fences;
- piping, ducting, cables, wires, drains, inspection covers or underground sewage tank accessories, for which **you** are legally responsible;
- yards, car-parks, roads and pavements.

### Contents

All contents **you** own or are responsible for and which **you** use for **your business** in the **premises** or open yards adjoining including:

- **your** fixtures, fittings, machinery and equipment;
- tenant's improvements, alterations and decorations;
- **business** books, documents, computer systems records and programs, but only for the cost of the materials, labour and computer time to reproduce them;
- patterns, models, moulds, plans and designs, but only the cost of the materials and labour to reproduce them;
- personal effects belonging to **you**, directors, partners, **employees**, customers and visitors up to £500 any one person.

**Contents** does not include the following:

- **stock**;
- landlord's fixtures and fittings;
- gaming, amusement or external vending machines;
- motor vehicles and their accessories;
- **your**, directors', partners' or **employees'** personal tools;
- deeds, bonds, bills of exchange, money or non-negotiable instruments;
- explosives;
- living creatures, pets or livestock;
- **property** more specifically insured.

### Glass

1. fixed plain or wired glass and mirrors;
  2. fixed ornamental glass, lettering, silvering and window alarm foil up to £250;
- in or on the **premises** and not forming part of **your stock**.

### Sanitaryware

Fixed items of sanitaryware in the **premises** and not forming part of **your stock**.

## What Is Insured

**Damage** at the **premises** to:

1. **buildings;**
2. **contents;**
3. **stock;**

by any cause except those shown as not insured, which happens during the period of insurance.

## What Is Not Insured

**Theft** unless it is as a result of someone using force or violence to get into or out of the **premises**.

**Theft**, fraud or dishonesty by **you** or any partner, director, **employee**, or any member of **your** family.

**Damage** shown elsewhere in **your policy** as not insured.

**Damage** while the **premises** are lent, let or sublet.

**Damage** caused by or arising from any of the following:

- subsidence, heave, landslip, frost, change in the water table level, settlement, shrinkage, expansion or collapse of any **building**;
- wet or dry rot, mildew, fungus, evaporation, shrinkage, loss of weight, dampness, dryness, rust or corrosion or any gradually operating cause;
- insects, woodworm or vermin;
- dyeing, cleaning, repairing, renovating, denting, bruising or scratching;
- faulty design, plan, specification, materials or workmanship or built-in faults;
- electronic, electrical or mechanical breakdown;
- storm or flood to gates, fences and moveable **property** in the open;
- exposure to weather conditions to **stock** or **contents** left in the open;
- caused by escape of fumes or flue gases;
- error or neglect by **you** or **your employees**;
- a Government or public authority legally taking **your property**;
- bursting, collapse, joints leaking, welds breaking, cracking or overheating of boilers (other than domestic boilers) or other steam pressure machines or equipment including steam and feed piping connected to them which by law have to be inspected. This exclusion will not apply if the inspections have been carried out;

**we** will pay for any resulting **damage** which **we** cover.

**Damage** to any electrical plant by fire due to self-ignition, over-running, too much pressure, short circuiting, self heating or an electricity leak.

**Damage** caused by riot, civil commotion, labour or political disturbances, malicious people:

- occurring in Northern Ireland or the Republic of Ireland;
- resulting from strike action.

## What Is Insured

## How we will settle your claim

The most **we** will pay is the sum insured shown in **your schedule** including any additional amount for **index linking** for:

- a) **Buildings** and **contents**  
repairing, rebuilding or replacing to a condition substantially the same as, but not better or more extensive than, when new (less an allowance for wear and tear on clothing, linen and pedal cycles);
- b) **Stock**  
replacing at the price when the **damage** occurs.

The sum insured must be enough to cover the rebuilding or replacing and **you** must do the work without unreasonable delay.

## What Is Not Insured

**Damage** by falling trees or branches:

- caused by felling or lopping;
- to gates and fences unless there has been **damage to your premises**.

**Damage** to any **stock, contents** or **buildings** which is caused by undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair but, if the process does not involve applying heat, **we** will pay for **damage** caused by fire or explosion.

**Damage** to **glass** or **sanitaryware**:

- happening before the start of the period of insurance;
- caused by scratching, chipping or cracking.

**Damage** due to mistakes or shortages revealed through stocktaking, unexplained disappearance, account shortage, misfiling or misplacing information.

Any loss of profits or turnover resulting from any cause.

The costs of preparation of any claim.

The first £50 for claims in respect of **glass** and **sanitaryware**, personal belongings and replacement locks.

The **excess** shown in **your schedule** for every other claim.

## What Is Insured

### c) **Glass** and **sanitaryware**

providing **we** are insuring either **buildings** or **contents we** will also pay for **damage** to the **glass** or **sanitaryware** at the **premises** by any cause except those shown as not insured, for replacement or repair, including:

- necessary boarding up and the provision of a temporary door;
- **damage** to framework;

following breakage of **glass**.

If **you** do not repair, rebuild or replace the items the amount **we** will pay will be the loss of value resulting from the **damage** but not more than it would have cost to repair, rebuild or replace the items if this had been done without unreasonable delay.

## Additional insurances

### 1 Professional fees

**We** will pay the fees that **you** reasonably have to pay to architects, surveyors, consulting engineers and solicitors when **you** repair, rebuild or replace **your buildings** or **contents**.

### 2 Debris removal

If **your buildings, contents** or **stock** suffer **damage** by any cause insured by this section **we** will pay to:

- remove debris resulting from the **damage**;
- demolish or prop up the **damaged building**.

### 3 Sale of **your buildings**

If **you** have contracted to sell **your buildings** and **damage** occurs before completion **we** will pay **your** purchaser for the **damage** provided:

- the purchaser has not arranged his own insurance;
- the contract is ultimately completed.

### 4 **Theft** damage

**We** will pay for **damage** to the **buildings**, which **you** are responsible for, as a result of **theft** due to someone using force and violence to get into or out of **your buildings**.

### 5 Loss of metered water

**We** will pay up to a maximum of £2,500 for loss of metered water, for which **you** are responsible, following **damage** during the period of insurance by a cause insured, to any part of the water apparatus forming part of **your premises**.

## What Is Not Insured

## What Is Insured

### 6 Additions and extensions

**We** will pay up to a maximum of 10% or £30,000, whichever is the less, of the sum insured on the appropriate item for:

- any newly acquired or erected;
- alterations, additions and improvements to the;

**buildings**, fixtures, fittings and fixed machinery within the **United Kingdom**.

**You** must tell **us** of any new additions and extensions as soon as possible and increase **your** sum insured appropriately.

### 7 Replacement locks

**We** will pay for replacement locks or lock mechanisms of external doors, safes, strongrooms and intruder alarm systems installed in the **premises** if the keys are stolen.

### 8 Contents temporarily removed

**We** will pay for **damage** to **contents** while they are temporarily removed from **your premises** for cleaning, renovation or repair within the **United Kingdom**. **We** will also cover them while they are being moved between **your premises** and the cleaners, renovators or repairers.

The most **we** will pay is 20% of the **contents** sum insured.

### 9 European community and public authorities

**We** will pay the additional cost of reinstating **damage** to **property** which is incurred solely as a result of having to comply with:

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

provided that the work involved in repairing or replacing **your buildings** and **contents** is carried out as soon as is practically possible.

The work of reinstatement may be carried out upon another site (if the stipulations require it) subject to **our** liability under this extension not being increased.

If the amount **we** pay under any item is reduced by the application of terms or conditions of this section or **policy**, then the amount which **we** will pay under this extension will also be reduced in the same proportion.

## What Is Not Insured

Any increase in value of **your** existing **buildings**, fixtures, fittings and fixed machinery.

**Damage** where insurance is in force elsewhere.

The first £50 of each claim.

Items where insurance is in force elsewhere.

Any additional cost:

- where **you** receive notice to comply before the **damage** occurred;
- in respect of **damage** not insured by this section;
- in respect of undamaged **property** other than foundations (unless specifically excluded) of that portion of the property **damaged**;
- for which there is an existing requirement which has to be implemented within a given period.

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

# Stock in vehicles

(Please refer to **your schedule** to see if this section is in force)

## Definitions

### Vehicle

A vehicle (including any attached trailer) which **you** either own or have hired or borrowed and is used by **you** or **your employees**.

### What Is Insured

**We** will pay for **damage** to **stock** which **you** use for **your business** during the period of insurance by any cause not excluded while it is:

- in or on a vehicle or trailer within the **United Kingdom**;
- being loaded or unloaded;
- temporarily stored off the **vehicle** in a securely locked building of substantial construction for not more than 24 hours.

### What Is Not Insured

**Damage** caused by:

- **theft** from any open or soft topped **vehicle**;
- **theft** from any unattended, unlocked **vehicle** or where the windows are not fully closed;
- vermin, insect, wear and tear, corrosion, frost, atmospheric conditions or the actual process of cleaning, repair, renovation or gradual deterioration;
- exposure to weather conditions;
- denting, bruising, scratching of furniture or breakage of china or glass or mechanical derangement or breakdown unless as a result of collision or overturning of the **vehicle**;
- breakdown, malfunctioning or incorrect setting or operation of refrigeration, cooling or heating machinery or insufficiency of insulation;
- defective or faulty design, material or workmanship, hidden defect or internal corruption;
- **theft** by **you**, any partner, director or **employee**.

Any form of consequential loss or delay, unexplained disappearance or inventory shortage.

The amount of the **excess** shown in **your schedule** unless **we** are dealing with a claim arising from the same incident under the “Tools” section of this **policy**. In this instance no further **excess** will be payable under this section.

## What Is Insured

### How **we** will settle **your** claim

The most **we** will pay is the sum insured per **vehicle** shown in **your schedule** including any additional amount for **index linking**.

**We** will either:

- a) pay **you** the value of the **stock** at the time of the **damage**, or
- b) at **our** option, replace the **stock**.

### Additional insurances

1 Additional costs

**We** will pay **your** reasonable costs and expenses necessarily incurred, during the period of insurance for:

- removing **stock** debris and site clearance;
- reloading **stock** into the **vehicle**;
- transferring the **stock** to another **vehicle**;

following a collision or overturning of the **vehicle** while it is in transit.

Subject to a limit of £250 or the sum insured shown on **your schedule**, whichever is the lower.

## What Is Not Insured

# Money

(Please refer to **your schedule** to see if this section is in force)

## Definitions

### All other situations

This means:

- **money** in transit lost following assault or violence or the threat of assault or violence to an **insured person**;
- **money** in a bank night safe;
- **money** in the **premises** during **business hours**;
- **money** in a locked safe or locked strongroom in the **premises** outside **business hours**.

### Business hours

The period during which **your premises** are attended by **you** or any person authorised by **you**.

### Money

Cash or any negotiable money instrument.

### Non-negotiable instrument

Any money instrument which by its nature is non-negotiable or which has been made expressly non-negotiable.

## What Is Insured

**Damage** to **business money** and **non-negotiable instruments** as described in **your schedule** belonging to **you** or for which **you** are responsible within the **United Kingdom** during the period of insurance.

## How we will settle your claim

The most **we** will pay for any one claim:

- for **money** is the amount shown in **your schedule**;
- for **non-negotiable instruments** is £250,000.

If the **premises** and home of an **insured person** are the same **we** will make only one payment under items 1 or 2 as shown in **your schedule**.

## What Is Not Insured

Losses arising from the dishonesty of any **insured person** unless discovered and reported to **us** within seven working days of its occurrence.

Losses caused by error, omissions or depreciation in value.

Any consequential loss.

Loss of **money**:

- from any unattended vehicle;
- from any gaming, amusement or external vending machine;
- in the possession of roundsmen or collectors, unless they are specifically insured in **your schedule**.

The **excess** shown in **your schedule**.

## What Is Insured

### Additional insurances

1 Personal accident (assault) cover

**We** will pay if an **insured person** dies or is disabled as a result of a violent assault in the course of **your business** during the period of insurance.

#### BENEFITS

**We** will pay the amount shown for a violent assault which is the sole and direct cause of:

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

Payment will only be made under one of items 1, 2 or 3 and that payment will end cover for the **insured person** concerned.

**We** will settle all claims under item 4 by paying in arrears at 4 weekly intervals.

## What Is Not Insured

Death or disablement:

- consequent upon or contributed to by any **insured person** suffering from any pre-existing physical or mental defect or infirmity;
- following failure to obtain and follow proper medical advice;
- for an **insured person** under 16 years of age or over 70 years of age;
- for a roundsman or collector unless they are specifically insured in **your schedule**.

**We** will not pay more than 75% of an **insured person's** average weekly earnings before tax.

## What Is Insured

If **we** pay under items 1, 2 or 3 **we** will no longer make any payment under item 4 for the same assault.

2 **Damage** to clothing

**We** will pay for **damage** to personal effects and **money** of any **insured person** caused by violent assault during the course of **your business**.

**We** will pay up to a maximum of

- a) £100 for personal **money**
- b) £500 in total for any one **insured person**.

3 **Damage** to carrying cases

**We** will pay for **damage** to any carrying case, security waistcoat or belt following **theft of money** or **non-negotiable instruments**, provided that the loss is a direct result of assault or violence or the threat of assault or violence to an **insured person**.

## What Is Not Insured

# Business interruption

(Please refer to **your schedule** to see if this section is in force)

## Definitions

### Buildings

See definition under the Property section.

### Indemnity period

The period beginning with the **damage** insured under this section and ending not more than twelve months later during which the results of **your business** are affected as a result of the **damage**.

## What Is Insured

**We** will pay for interference or interruption to **your business** by **damage** at **your premises** for which

- **we** have agreed to pay a claim under the Property section;
- another insurer has agreed to pay a claim, but which would have been insured under the **buildings** item had such insurance been in force.

## How **we** will settle **your** claim

**We** will settle claims by paying:

- additional expenses which **you** may reasonably incur to minimise or avoid interference or interruption to **your business** during the **indemnity period**;
- accountant's or auditor's fees which **you** may reasonably incur to produce any further information **we** may require in connection with a claim.

The most **we** will pay is the sum insured shown in **your schedule** unless specified differently elsewhere.

## Additional insurances

### 1 Rent

During any period when **your premises** are not fit for **your** occupation due solely to **damage** caused by any means except those shown as not insured under the Property section **we** will pay **you** rent for which **you** are legally liable.

The most **we** will pay is 25% of the sum insured on contents under the Property section.

## What Is Not Insured

Interruption if **your business** is wound up, carried on by a liquidator, receiver or permanently discontinued.

Value Added Tax for which **you** are accountable.

# Warranties

It is warranted by **you** that:

1 Minimum security

the **premises** are secured as follows:

a) Single external doors (including access doors from other buildings)

- a lock complying with British Standard 3621 or a multi-point locking system with a minimum of 3 deadbolts or
- providing the door is not used as the main entrance, key operated security bolts (with detachable keys) must be fitted to the top and bottom of the door or
- an alternative agreed by **us**.

b) Double external doors

- if lockable from the outside, two key operated security bolts must be fitted to the top and bottom of the first closing leaf and a lock complying with British Standard 3621 fitted to the second closing leaf;
- if lockable from the inside, key operated security bolts must be fitted to the top and bottom of each leaf;
- an alternative agreed by **us**.

c) Windows

key operated locks or bolts (with detachable keys) or grilles or bars fitted to all windows (including fan lights and skylights) which were originally constructed to open on basement and ground floor levels and accessible windows on other floors.

2 Safes

except when in use all safes will be kept locked and all keys removed to a place of safe keeping.

3 Unattended **premises**

whenever the **premises** are left unattended:

- all safes and external doors will be locked and the keys removed from the **premises**;
- all windows will be locked and the keys removed;
- all protections required by **us** on the **property** will be put into effect.

4 **Intruder alarm system**

where **we** require an **intruder alarm system**:

a) the **intruder alarm system** is installed in the form agreed by **us**;

- it is put into operation and working whenever **your premises** are left unattended;
- it is maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance during the period of insurance with the installing company or another company agreed with **us**;

b) no alteration to or substitution of any part of the **intruder alarm system**, maintenance contract, or procedures agreed with the Police, takes place without **our** written agreement;

c) **your premises** are not left without a **responsible person** in attendance when **you** or any **responsible person** are aware that the method of communication used to transmit signals is not in full operation;

- d) if **you** or any **responsible person** receives notification:
- that the Police response to alarm signals/calls from the **intruder alarm system** may be restricted or withdrawn;
  - that the **intruder alarm system** is not in or cannot be maintained in full working order;
  - of any information relating to the effectiveness of the **intruder alarm system**;
  - from a local authority or Magistrate imposing any requirement for abatement of a nuisance;
- you** or a **responsible person** shall advise **us** as soon as possible, and in any event not later than 10.00 am on **our** next working day, and comply with any subsequent requirements stipulated by **us**;
- e) all keys to the **intruder alarm system** are removed from **your premises** when they are left unattended;
- f) **you** maintain secrecy of codes for the operation of the **intruder alarm system** and do not leave details of codes in **your premises** whenever they are left unattended;
- g) **you** shall appoint at least two **keyholders** and lodge written details (which must be kept up to date) with the alarm company and Police;
- h) on notification of any activation of the **intruder alarm system** or interruption of the means of communication during any period that the **intruder alarm system** is set, a **keyholder** will attend the **premises** as soon as reasonably possible;
- i) whenever a **responsible person** leaves **your** employment then all codes for operation of the **intruder alarm system** will be changed as soon as possible.

Breach of warranties 1 - 4 will exclude claims under **your policy** resulting from **theft**.

#### 5 Maintenance

- the **premises** are maintained in a good state of repair
- all protections required by **us** for **your property** will be maintained throughout the period of insurance and will not be withdrawn or varied without **our** written consent.

#### 6 Unoccupied **premises**

The **premises**, if left unoccupied or unattended for more than seven days, after the seventh day will be inspected internally every subsequent day by a **responsible person**. If **damage** is discovered the **responsible person** must take immediate steps to prevent **damage** and to notify **you**.

Breach of this warranty will exclude claims for **damage** due to malicious persons or vandals or escape of:

- water or beverage from tanks, apparatus or pipes;
- oil from any fixed heating installation;
- water from any automatic sprinkler installation;

If the **premises** are left unoccupied or unattended for more than 30 days claims for **damage** due to **theft** will also be excluded.

# General exclusions

(Applying to the whole of the **policy**)

**We** will not pay for:

- 1 Confiscation  
**Damage** caused by confiscation, nationalisation or requisition by order of any government, public, municipal, local or customs authority.
- 2 Terrorism  
**Damage** directly or indirectly caused by, resulting from or in connection with any act of **terrorism**.  
If **we** allege that, by reason of this exclusion, any **damage** is not covered by **your policy** the burden of proving the contrary shall be upon **you**.
- 3 Loss of value  
Loss of market value beyond the cost of repair or replacement.
- 4 War risks  
**Damage** caused by war, invasion or any similar events, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military action or coup.
- 5 Radioactivity  
**Damage** to any **property** or liability caused by:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.
- 6 Trick  
**Damage** where **you**, an **employee** or any other person entrusted with **property** is induced to part with it by fraudulent trick.
- 7 Self-ignition  
**Damage** to electrical wiring, plant or apparatus caused by self-ignition.
- 8 Existing damage  
Any **damage, injury** or liability which begins before the start of cover under the relevant section of this **policy**.
- 9 Pollution
  - a) **Damage** caused by **pollution** under the Public liability section unless the **pollution** is as a result of a sudden identifiable, unintended and unexpected incident which happens entirely at a specific time and place during the period of insurance.  
All **pollution** which arises from one incident will be regarded as having happened at the time the incident takes place.  
**We** will not pay more than the limit of indemnity shown in **your schedule** or £5,000,000, whichever is the less, for all **pollution** claims which **we** consider have happened during the period of insurance.

- b) For all other sections **we** will not pay for **damage** caused by or resulting from **pollution** other than **damage** caused by:
- **pollution** which results from **damage** by a cause which is insured by this **policy**; or
  - **damage** by a cause which is insured by this **policy** which results from **pollution**.

#### 10 Millennium

**We** will not pay:

- a) under the Public liability section for legal liability directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether **your property** or not, and whether occurring before, during or after the year 2000, correctly to:
- recognise any date as its true calendar date;
  - capture or save or retain or correctly to manipulate or interpret or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date;
  - save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture or save or retain or correctly to process such data on or after any date.
- b) under the Tools, Contract works or Property sections for **damage to property** or interference with or interruption of the **business** directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether **your property** or not, and whether occurring before, during or after the year 2000, correctly to:
- recognise any date as its true calendar date;
  - capture or save or retain or correctly to manipulate or interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
  - capture or save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture or save or retain or correctly to process such data on or after any date;
- but this shall not exclude subsequent **damage to property** or interference with or interruption of the **business** arising from any of the following events:- fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, locked-out workers, persons taking part in labour disturbances, malicious persons, theft, earthquake or subterranean fire, storm, flood, escape of water or oil from any tank or apparatus or pipe or impact by any vehicle or animal.

#### 11 Specific sites

Any liability arising from or in connection with work on or at any:

- power station or nuclear installation;
- oil rig, oil drilling platform or refinery or associated structures or vessels or while travelling to or from them;
- chemical works;
- aircraft, airport, ship, dock, pier or wharf;
- computer installation or computer room;
- tower, steeple, chimney shaft, blast furnace, dam, canal, viaduct, bridge or tunnel.

# General conditions

(Applying to the whole of the **policy**)

## 1 Reasonable care

**You** must take all reasonable steps to prevent or minimise accidents, **damage**, or **injury** and comply with all laws and manufacturers' recommendations relating to the use, inspection and safety of **property** or the safety of people.

## 2 Change to the risk

This insurance will end if the risk of **injury**, liability or **damage** increases, because of a change in **your business**, unless **we** agree to the change in writing.

If **you** have cover under the Personal accident section **you** must tell us about any **injury**, disease or physical problem any **insured person** is affected by since the previous premium was paid.

## 3 How to claim

If anything happens which might result in a claim **you** must:

- tell **us** as soon as possible about the event and give **us** any information **we** may need;
- tell the police about any **damage** caused by **theft** or malicious people, riot or civil commotion. **You** must give them a full list of missing items within seven days;
- provide all written details and supporting documentation that **we** may reasonably need;
- give all evidence, information and assistance required at **your** own expense;
- tell **us** immediately about any prosecution, inquest or inquiry connected with any **injury** or **damage**;
- not admit responsibility or try to settle a claim without **our** written consent but forward all correspondence to **us** without delay or acknowledgement.

If **you** have cover under the Personal accident section **you** must allow **us** to arrange a medical examination.

If **you** die, **we** must be given reasonable notice before **you** are buried or cremated, so that **we** can be represented at the post-mortem or inquest.

## 4 Maximum amount payable

The maximum amount payable by **us** will not exceed the sum insured or limit of indemnity set against each item in **your schedule** in any one period of insurance or for any one claim.

## 5 **Our** rights if **you** claim

If **we** choose to, **we** are entitled to:

- have complete control over all claims procedures and settlements;
- take over the defence or settlement of a claim made against **you**;
- take proceedings in **your** name, to recover any payment made under **your policy**;
- enter any premises where **damage** has occurred. **We** can also deal with any insured **property** in any way **we** think is appropriate. If **we** decide to repair or replace **property you** must give **us** any plans, documents, books and information **we** ask for. **You** must not abandon any **property** and leave it to **us**.

## 6 Ending our responsibility

**We** may end **our** responsibility under **your policy** by paying the limit of indemnity or sum insured shown in **your policy** after reducing it by any amounts **we** have already paid.

## 7 Fraud

If any claim is in any way fraudulent or **you** give us false information **we** will not pay the claim and will cancel **your policy**.

#### 8 Cancellation of **your policy**

**We** may cancel **your policy** by sending **you** 14 days notice, by recorded delivery, to **your** last known address. **You** will then be entitled to a refund of part of the premium which **you** have not used.

If **you** default under **our** Credit Agreement to pay the premium, all cover under **your policy** will cease in accordance with the conditions of the Credit Agreement unless **we** agree otherwise in writing.

**You** may cancel **your policy** by sending **us** written notice.

#### 9 Arbitration

If **we** accept **your** claim, but cannot agree with **you** on the amount **we** should pay, the matter will be decided by an arbitrator. The arbitrator will be agreed jointly between **you** and **us** in line with current law.

If this happens, **you** cannot take legal action against **us** until the arbitrator has made a decision.

#### 10 **Your** rights to **policy** benefits

**We** may choose not to pay any claim under this **policy** or, if **we** decide under one or more sections of this **policy**, if;

- **you** do not observe and comply with any of the terms or conditions of this **policy**, or
- there is any misrepresentation, misdescription or non-disclosure of any material fact.

#### 11 Compensation to other people

Following death of any **insured person** due to be compensated **we** will pay their legal personal representative.

#### 12 Other insurances

If, at the time of any claim, **you** have other insurance covering the same property or liability **we** will only pay **our** share of the claim.

Nothing in any other **policy** will operate to increase **our** liability.

#### 13 Average

Applicable to:

##### a) **buildings, contents** or **stock**.

If the appropriate sum insured at the time of **damage**:

- for **stock** is less than the full cost of replacement at current prices;
- for any other **property** is less than 85% of the cost of reinstatement as new;

**you** will be considered as **your** 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) **tools**

If the appropriate sum insured at the time of **damage** for **tools** is less than the total value of the **tools** to which it applies **you** will have to pay a proportion of the claim.

14 Automatic reinstatement of sums insured

The following is not applicable to the Public liability, Employers' liability or Personal accident sections.

Provided that **you** take immediate steps to carry out any amendments to the protections of the **premises** that **we** may require **we** will automatically reinstate the sum insured when **you** advise **us** of a claim unless **we** give **you** written notice to the contrary within 30 days of **you** making the claim.

The most **we** will reinstate in the period of insurance is the sum insured.

15 No claim discount

The renewal premium will be reduced in accordance with the following scale if a claim has not been made during the period of insurance:

|   |     |
|---|-----|
| Previous year claim free                | 5%  |
| Previous two years claim free           | 10% |
| Previous three or more years claim free | 15% |

Any claim will result in the no claims discount being reduced to nil at the following renewal.

# Assignment conditions

(Applying to the whole of the **policy**)

## Definitions

**Schedule** means the schedule issued by **us** as part of **your policy**

**the Trust** means NFU Mutual Charitable Trust

**we, us, our** means NFU Mutual Insurance Society Limited

**you, your** means the person or persons named in **your schedule** as the Insured

This **policy** has been issued to **you** on condition that **you**

- (1) have agreed with **us** and **the Trust** that if at any time **you** become entitled to any rights, as one of **our** members, as a result of
  - the transfer of part or all of **our** business to any other person, firm or company, or
  - any change to **our** corporate status, or
  - the distribution of any assets or benefits**you** will pass over all these rights under this **policy** to the trustees of **the Trust**
- (2) have agreed to execute and deliver to **us** or **the Trust** any
  - documents or certificates of title, or
  - any payment, reward or compensation, whether in money or any other form which are needed so that **you** can do as **you** have agreed in paragraph (1)
- (3) have appointed any of **us, the Trust, our** officers or officers of **the Trust** to act on **your** behalf in executing any document which is needed so that **you** can do as **you** have agreed in paragraph (1)
- (4) have agreed to authorise and approve any actions taken by **us, the Trust, our** officers or officers of **the Trust** as a result of the above appointment and that **you** cannot cancel this appointment.

This condition does not apply to

- the declaration of the usual annual, reversionary or terminal bonus for a policy of life, annuity or capital redemption assurance, or
- any other benefit which **our** board of directors decides to exclude from this agreement.

If there is any conflict between the terms of

- this condition, and
- any agreement to assign rights as one of **our** members signed by **you** before the issue of this **policy**

the terms of the second shall be overriding.

**You** shall not be entitled, as one of **our** members, to participate in any distribution of surplus assets by reference to this **policy** if **we** are dissolved.

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

NFU Mutual is The National Farmers Union Mutual Insurance Society Limited (No. 111982).  
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