

General Conditions

1 Interpretation

NFU Mutual means The National Farmers Union Mutual Insurance Society Limited.

The preamble, general conditions, appendices, sections, schedule, specifications and endorsements operative when anything happens which may give rise to a claim under this policy are all part of this policy and are to be read together as one contract.

Any word or expression to which a specific meaning has been attached

- a) in preamble, general conditions, appendices or schedule, will bear that meaning wherever it appears
- b) in any section, sub-section or any endorsement operative under such section or sub-section, will bear that meaning wherever it appears in such section, sub-section or endorsement.

All endorsements attached to this policy are subject to the terms, exclusions and conditions of this policy, except to the extent (if any) to which such terms, exclusions or conditions are expressly varied by such endorsements.

Period of insurance means, in respect of each section the period from the operative date stated in the schedule until noon on the first renewal date or earlier cancellation date for the section.

A further **period of insurance** arises from noon on each renewal date, for which **NFU Mutual** accepts the section renewal premium, until noon on the subsequent renewal date or earlier cancellation date for the section.

2 Observance of conditions

NFU Mutual will have no liability under this policy or, at **NFU Mutual's** absolute discretion, under one or more sections or subsections 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.

3 Alteration of risk

NFU Mutual will have no liability under this policy or, at **NFU Mutual's** absolute discretion, under any section or sub-section of this policy, if

- a) the Insured's interest ceases, except by will or operation of law, or
- b) any alteration is made which increases the risk of loss, destruction, damage, injury, illness, disease or liability,

unless it agrees in writing to the insurance under such policy, section or sub-section being continued.

4 Reasonable precautions

The Insured must

- a) take all reasonable precautions to prevent loss, destruction, damage, injury, illness or disease and
- b) take all reasonable action to comply with relevant statutory requirements and regulations imposed by any authority.

5 Claims procedures and requirements

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

- a) inform **NFU Mutual**
 - i) at least 24 hours before disposing of the carcase of any insured animal (other than disposal following death by anthrax or slaughter under any official scheme rules relating to the eradication of a specific disease)
 - ii) within 7 days, if loss, destruction or damage by rioters, malicious persons or vandals is involved
 - iii) as soon as possible, in all other circumstances
- b) inform the police immediately, if any criminal act is involved
- c) at his or her own expense give **NFU Mutual**
 - i) full particulars of what has happened and of any claim being made, in writing and as soon as possible
 - ii) such further information and assistance as **NFU Mutual** may reasonably require
- d) take all reasonable action to avoid or minimise loss, destruction, damage, injury, illness, disease or liability.

6 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**.

7 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 indemnity limit stated in the schedule (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.

8 Automatic reinstatement of sum insured

(Applicable to sections 1A, 1B, 1C, 1D, 1E, 1F, 1G, 1L, 1P, 1R, 2C, 2D, 2H, 2K, 5B, 5E and 5M only)

Unless **NFU Mutual** or the Insured advise to the contrary within 30 days of the notification to **NFU Mutual** of any loss, destruction or damage or fatal injury, the sum(s) insured under the above sections will be automatically reinstated by the amount of any claim payment.

9 Other insurance

(not applicable to "Personal Accident" benefits)

If, when anything happens which gives rise to a claim under this policy, there is other insurance covering the same loss, destruction, damage, injury, illness, disease or liability, **NFU Mutual** will pay only that proportion of such claim as the indemnity under this policy bears to the total indemnity for all relevant policies.

NFU Mutual's liability will not be increased if such other insurance is subject to any condition excluding it from contributing its proportion.

10 Fraud

If a claim is fraudulent in any respect, all benefit under this policy will be forfeited.

11 Adjustment of premium

Where any section contains a Special Condition referring to the adjustment of premium for items insured under that section, the Insured must, as soon as possible, provide any information **NFU Mutual** may require to adjust such premium, subject to the retention by **NFU Mutual** of any minimum premium applicable.

12 Exclusions

(Exclusions 1, 2 and 3 not applicable to Employers' Liability)

This policy does not cover

- 1) any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- 2) loss or destruction of, or damage to, any property whatsoever, any loss or expense whatsoever resulting or arising therefrom, any consequential loss or any legal liability of whatsoever nature, directly or indirectly caused by, contributed to by, or arising from
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 3) loss or destruction of, or damage to, any property directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- 4) loss, destruction, damage, injury, illness, disease or liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purpose of exclusion 4, act of terrorism means 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.

If **NFU Mutual** allege that, by reason of this exclusion, any loss, destruction, damage, injury, illness, disease or liability is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

13 Arbitration

Where a claim has been accepted, but there is disagreement over the amount due to the Insured, the matter will be referred to an arbitrator appointed in accordance with the current statutory provisions. When this happens, an award must be made before any proceedings can be commenced against **NFU Mutual**.

14 Cancellation

NFU Mutual may cancel this policy or, at **NFU Mutual's** absolute discretion, one or more sections or sub-sections of this policy, by giving written notice to the Insured at their last known address, such cancellation being effective 14 days after the notice is dispatched.

The Insured may cancel this policy by sending written notice to **NFU Mutual**. **NFU Mutual** will then refund part of your premium unless you have made a claim in the current **period of insurance**.

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.

