

Appendix A (iii)

Events ("All Risks")

Definition

Event R

Event R means **any event**, excluding:

- a) any event defined in Appendix A (i)
- b) loss, destruction or damage caused by or consisting of
 - i) inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
 - ii) faulty or defective workmanship, operational error or omission, on the part of the Insured or any of his employees
 - iii) the bursting of a boiler (other than a boiler used for domestic purposes only), economiser, vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured but not excluding subsequent loss, destruction or damage which itself results from a cause not otherwise excluded
- c) loss, destruction or damage caused by or consisting of
 - i) corrosion, rust, wet or dry rot, fungus, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
 - ii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and fuel piping in connection therewith
 - iii) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates
 - iv) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services

but not excluding

- a) such loss, destruction or damage, not otherwise excluded, which itself results from any other loss, destruction or damage, or

- b) subsequent loss, destruction or damage which itself results from a cause not otherwise excluded

- d) loss, destruction or damage caused by or resulting from pollution or contamination, except
 - i) under Sections 1A to 1E, for loss or destruction of or damage to the property insured, not otherwise excluded,
 - ii) under Sections 2A to 2K or 2M, for loss resulting from loss or destruction of or damage to property used by the Insured at any situation insured by the Section used for the purpose of the business, not otherwise excluded,

caused by

- a) pollution or contamination, which itself results from the happening of any of events A,B,C,D,F, H, I, J or K, as defined in Appendix A(i)
- b) any of the events listed in a) above, which itself results from pollution or contamination
- e) loss, destruction or damage caused by or consisting of
 - i) subsidence, ground heave or landslip, unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
 - ii) normal settlement or bedding down of new structures
 - iii) acts of fraud or dishonesty
 - iv) theft by the Insured or any member of the Insured's family, business staff or domestic servants
- f) loss, destruction or damage caused by, consisting of or resulting from
 - i) disappearance, unexplained or inventory shortage, misfiling or misplacing of information
 - ii) under Sections 2A to 2K or 2M,
- a) deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software
- b) other erasure, loss, distortion or corruption of information on computer systems or other records,

programs or software, unless resulting from the happening of any of events A, B, C, D, F, H, I, J or K, as defined in Appendix A(i), in so far as any such event is not otherwise excluded

- g) loss or destruction of or damage to
 - i) a building or structure caused by its own collapse or cracking, unless resulting from the happening of any of events A, B, C, D, F, H, I, J or K, as defined in Appendix A(i), in so far as any such event is not otherwise excluded
 - ii) movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust
 - iii) fixed glass, glass (other than fixed glass), china, earthenware, marble or other fragile or brittle objects, computers or data processing equipment, unless caused by the happening of any of events A, B, C, D, F, H, I, J or K, as defined in Appendix A(i), in so far as any such event is not otherwise excluded
 - iv) jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books
 - v) money, cheques, stamps, bonds, credit cards or securities of any description
- h) loss or destruction of or damage to, unless specifically mentioned as insured,
 - i) vehicles licensed for road use (including accessories on such vehicles), caravans, trailers, railway locomotives, rolling stock, watercraft, aircraft or other aerial devices or any property while in, on, being loaded onto or being unloaded from any of them
 - ii) property or structures in course of construction or erection and materials or supplies in connection with such property in course of construction or erection
 - iii) land, roads, pavements, dams, reservoirs, pipes, wharves, jetties, bridges, tunnels, quarries, mines, culverts or excavations
 - iv) livestock, growing crops or trees
- i) loss, destruction or damage
 - i) (other than by fire or explosion) resulting from the property undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair
 - ii) caused by freezing, the escape of water from any tank, apparatus or pipe or (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation, in respect of any building which is empty or not in use

iii) caused by or resulting from failure of seed to germinate or sprouting of seed.

j) the first £250 of every claim.

Warranty

(in addition to any warranties contained in the Special Conditions applying to the Section)

It is warranted by the Insured:

- 1) as regards all protections for the security of the property insured that
 - a) they will be maintained in good working order and will not be withdrawn or varied without the consent of NFU Mutual
 - b) all safes will be kept locked and their keys removed to a place of safe keeping except when deposits or extractions are being made
 - c) whenever buildings housing property insured are closed to business or unattended
 - i) all such protections will be put into effective operation
 - ii) all keys for doors will be removed to a place of safekeeping
- 2) as regards any Intruder Alarm System that
 - a) a maintenance agreement approved by NFU Mutual will be operative
 - b) such system, including telephone lines and equipment used to transmit any alarm signal, be put into full operation whenever alarmed buildings housing property insured are closed to business or unattended, further that no such buildings will be left unattended if the Insured or his representative is aware that such system, including telephone lines and equipment used to transmit any alarm signal is not fully operational
 - c) no variation to the system will be made with the knowledge of the Insured
 - d) immediate notice will be given to NFU Mutual of any warning received of withdrawal or of threat to withdraw any of the services (including Police response) connected with or relating to the effectiveness of such system.