

Section IE

Estates Fire - General

(Operative only if stated in the schedule)

Definitions

British Isles

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands but not the Republic of Ireland.

Buildings

Buildings (other than **houses**) including

- a) landlord's fixtures and fittings in and on the buildings
- b) walls, gates, fences and hedges around and belonging to the buildings
- c) yards, car parks, roads, pavements, outbuildings, conveniences, extensions and annexes adjoining or belonging to the buildings.

Business

As stated in the schedule.

Damage

Loss, destruction or damage.

Declared Value

The Insured's assessment of the cost at the inception of each **period of insurance** of

- a) rebuilding **buildings** and **houses**
- b) replacing **machinery** with similar property

in either case in a condition equal to but not better or more extensive than its condition when new and including an allowance for professional fees, additional insured costs and public authorities costs as defined in cover extensions, and as subsequently revised by indexation amounts applied by **NFU Mutual**.

The declared value is stated in the schedule.

Event Insured

An event defined in the Events Appendix and stated in the schedule to be an event insured.

Houses

Houses, cottages and other private dwellings including their garages, stables, glasshouses, outbuildings, tennis courts, swimming pools, carports, lean-tos, terraces, drives, footpaths, walls, gates, fences and Landlord's fixtures and fittings, all used for domestic purposes (unless otherwise agreed with **NFU Mutual**).

Machinery

Machinery, plant and all other property including directors, partners, customers, visitors and employees personal effects (other than motor vehicles), for an amount not exceeding £500 in respect of anyone person, but not **buildings, houses** and their contents, **produce and deadstock, stock**, livestock and explosives.

Occurrence

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

Premises

As stated in the schedule.

Produce and Deadstock

Agricultural and horticultural produce (including growing crops) and consumable stores, but not livestock.

Property Insured

As stated in the schedule.

Reinstatement

- a) Rebuilding or replacement of property lost or destroyed
- b) repair or restoration of property partially **damaged** to a condition equivalent to, or substantially the same as but not better or more extensive than, its condition when new.

Stock

Stock and materials in trade, but not livestock, **produce and deadstock**.

Cover

If **property insured** sustains **damage** by an **event insured** at the **premises** during the **period of insurance**, **NFU Mutual** will pay as follows.

1. Buildings, Houses and Machinery (except as in 5-8 below)

The cost of **reinstatement**, provided that **reinstatement** is carried out as soon as is reasonably practical (subject to **NFU Mutual's** liability not being increased, this may be carried out on another site and in any manner suitable to the Insured's requirements)

If the above proviso is not met, the amount payable will be

- a) 80% of the cost calculated as above, or, if greater
- b) the cost of **reinstatement** at the time of the **damage**, less an allowance for depreciation.

2. Livestock

The market value, at the time of **damage**, of similar animals, but not exceeding (unless otherwise stated) £5,000 in respect of any one animal.

3. Produce and Deadstock

The cost, at the time of the **damage**, of **reinstatement**, or if the property is not reinstated, the market value at the time of the **damage**.

4. Stock

The cost, at the time of the **damage**, of **reinstatement**.

5. Computer Systems Records

The cost, at the time of the **damage**, of the materials and of clerical labour and computer time in reproducing such records.

6. Documents, Manuscripts and Books

The cost, at the time of the **damage**, of the materials and of clerical labour in reproducing the records.

7. Money and Stamps (including National Insurance Stamps)

Their value, at the time of the **damage**, but not exceeding £500 in respect of anyone **occurrence**.

8. Patterns, Models, Moulds, Plans and Designs

The cost, at the time of the **damage**, of materials and labour in **reinstatement**.

NFU Mutual may, at its option, reinstate or replace any of the **property insured**.

Provided that **NFU Mutual's** liability (including under cover extensions) will not exceed

- a) in respect of each item, the sum insured on that item
- b) in all, the total sum insured
at the time of the **damage**.

Exclusions

NFU Mutual will not be liable for **damage**

- a) caused by pollution or contamination, except (unless otherwise excluded) for **damage** to the **property insured** caused by
 - i) pollution or contamination which itself results from an **event insured**
 - ii) an **event insured** which itself results from pollution or contamination
- b) to **property insured** if and in so far as it is otherwise insured.

Warranties

Under a warranty the Insured is asserting that certain statements or facts are and will remain accurate or that certain actions are and will be performed.

If there is any breach of a warranty by the Insured **NFU Mutual** is permitted to avoid the policy.

It is warranted by the Insured that:

Fire Extinguishing Appliances

All fire extinguishing appliances will be maintained in efficient working order.

Intruder Alarm Systems

As regards any Intruder Alarm System

- a) a maintenance agreement approved by **NFU Mutual** will be operative
- b) such system, including telephone lines and equipment used to transmit an alarm signal, be put into full operation whenever alarmed **buildings** or **houses** are unattended
- 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.

Maintenance

All **property insured** will be maintained in a good state of repair during the currency of this policy.

Security

- a) All protections for the security of the **property insured** will be maintained in good working order and not be withdrawn or varied without the consent of **NFU Mutual**
- b) all safes will be kept locked and their keys removed to a place of safe keeping except when deposits or withdrawals are being made

- c) whenever **buildings** or **houses** are unattended
 - i) all protections will be put into effective operation
 - ii) keys for doors will be removed to a place of safekeeping.

Special Conditions

Designation

NFU Mutual agrees to accept the designation under which **property insured** has been entered in the Insured's books.

Where plan numbers and/or letters are shown in the schedule they refer to a plan lodged with **NFU Mutual**.

NFU Mutual's rights following damage

When **damage** occurs which may give rise to a claim the Insured will permit any person authorised by **NFU Mutual** to

- a) enter, take or keep possession of the **building, house** or **premises** where the **damage** has occurred
- b) take or keep possession of, or require to be delivered to, **NFU Mutual** any other **property insured**
- c) deal with the **property insured** in a reasonable manner.

Underinsurance

a) Buildings/Machinery

If, at the commencement of **damage**, the **declared value** stated in the schedule on any item is less than the cost of **reinstatement** at the inception of the **period of insurance** **NFU Mutual** will be liable for only that proportion of the damage which the **declared value** bears to the cost of **reinstatement**.

This condition will not apply to **buildings** which have been professionally valued at least once every three years and where the Insured has agreed in writing to insure for this value plus any subsequent indexation amount applied by **NFU Mutual**.

b) Produce and Deadstock and Livestock

If the sum insured on any item is, at the commencement of **damage**, less than 75% of the value, **NFU Mutual** will be liable for only that proportion of the **damage** which the sum insured bears to the value.

This condition does not apply to items which relate solely to growing crops, or fences, gates and hedges.

c) Stock

If the sum insured on any item is, at the commencement of **damage**, less than the value, **NFU Mutual** will be liable for only that proportion of the amount of the **damage** which the sum insured bears to the value.

Cover Extensions

Additional Insured Costs

Each item includes costs and expenses necessarily incurred by the Insured, with the consent of **NFU Mutual**, in

- a) removing debris
 - b) dismantling or demolishing
 - c) shoring up or propping
- of the **property insured**
- d) extinguishing or attempting to extinguish a fire involving such property
 - e) refilling fire extinguishing appliances as a result of extinguishing or attempting to extinguish such fire.

NFU Mutual will not be liable for any costs and expenses

- a) incurred in removing debris, except from the site of the property **damaged** and the area immediately adjacent to such site
- b) arising from pollution or contamination of property not insured by this section.

Capital Additions

Each item insuring **buildings, houses** and **machinery** includes alterations, additions and improvements to them or any which are newly acquired or erected for an amount not exceeding 10% of the sum insured.

NFU Mutual's liability under this extension will be in addition to the sum insured.

The Insured agrees to give particulars of such additional property to **NFU Mutual** each year and to pay the appropriate additional premium.

Change of Temperature

The insurance covers **damage** to **property insured** caused by change of temperature resulting from the destruction or disablement of refrigerating, electrical or conditioning plant or other apparatus used to control temperature by an **event insured**.

Contracting Purchaser

It, at the time of **damage** to an insured **building** or **house**, the Insured has contracted to sell his interest in such **building** or **house** the purchaser, on completion of the purchase if and so far as the **building** or **house** is not otherwise insured against such **damage** by or on behalf of the purchaser, has the

benefit of the insurance, without prejudice to the rights and liabilities of the Insured or **NFU Mutual**, until completion.

Contract Price

If goods sold, but not delivered, are **damaged** by an **event insured**, and the sale is cancelled **NFU Mutual** will pay the contract price.

For the purpose of any underinsurance condition the value of goods will be ascertained on this basis.

Cost of Installation

Each item on **machinery** includes the cost of installation.

Drains and Gutters

Each item on **buildings, houses** and **machinery** includes costs and expenses necessarily and reasonably incurred by the Insured, with the consent of **NFU Mutual**, in cleaning and clearing drains, sewers or gutters, the property of the Insured or for which he is responsible, following **damage** by an **event insured**.

Enforced Sale

If **property insured** is **damaged** by an **event insured**, and in consequence the Insured must dispose of undamaged agricultural or horticultural produce or livestock, **NFU Mutual** will pay the Insured the difference between the amount obtained from the disposal and

- a) the cost at which the produce or livestock can be suitably replaced, as soon as is practicable or
- b) in respect of produce or livestock intended for sale the market price on the date(s) selected by the Insured on which it would have been sold, but for the **damage** (the Insured will give **NFU Mutual** 48 hours written notice of the selected date).

NFU Mutual will deduct the amount of any feeding, storage, harvesting or similar expenses which, due to the disposal, are not incurred.

NFU Mutual will also pay expenditure necessarily and reasonably incurred by the Insured for the sole purpose of avoiding or reducing the amount of the loss, but not exceeding the amount of the loss which such expenditure avoids.

Forward Price

At the option of the Insured the amount payable for agricultural or horticultural produce grown for sale will be its market value at the date or dates, to be selected by the Insured, as being those on which it would have been sold.

The Insured will give **NFU Mutual** 48 hours notice of the selected date(s).

Glass and Sanitaryware

If glass, ceramic hobs or sanitaryware, which are fixed to and form part of a **house**, are accidentally broken, except while the **house** is empty for more than 30 days, **NFU Mutual** will pay the cost of repair or replacement.

Land Agents' Fees

The insurance includes fees reasonably and necessarily charged by the Insured's land agents in respect of time spent on negotiating and liaising with **NFU Mutual**, the Insured and loss adjusters on claims settlements for an amount not exceeding 5% of the sum insured on **buildings, houses, machinery**, other property or income. **NFU Mutual's** liability will be in addition to the sum insured.

This extension will also apply to any property or income insured by any other section of this policy.

Loss of Metered Water

The insurance includes the loss of metered water caused by **damage** to any part of the water apparatus at the **premises** up to a maximum of £2,500 any one **occurrence**.

Modern Materials

Where it has been agreed in advance with **NFU Mutual** **reinstatement** of **buildings** or **houses** can be in modern materials.

Non Invalidation

The insurance will not be invalidated by an act, omission or alteration whereby the risk of **damage** is increased, with or without the knowledge of the Insured, provided that the Insured advises **NFU Mutual** as soon as reasonably practicable upon becoming aware of such alteration and pays any additional premium required.

Occupation by Squatters

If a **house** is occupied by squatters **NFU Mutual** will pay

- a) legal costs incurred with **NFU Mutual's** written consent in repossession
- b) reasonable costs of comparable accommodation

up to a maximum of £10,000 in any **period of insurance**.

Omissions

The insurance at each **premises** includes **buildings** and **houses** inadvertently omitted for an amount not exceeding £500,000 at any one **premises**. The Insured agrees to give particulars to **NFU Mutual** as soon as becoming aware of the omission and pay an appropriate additional premium. **NFU Mutual's** liability will be in addition to the sum insured.

Other Interested Parties

The act or neglect of a mortgagor, proprietor in reversion, leaseholder, lessee or occupier of a **building** or **house** which increases the risk of **damage**, will not prejudice the interest of a mortgagee, heritable creditor, freeholder, or lessor in the insurance provided the latter informs **NFU Mutual** immediately on becoming aware of such act or neglect and pays any additional premium required.

Other Interests

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

Professional Fees

The insurance on **buildings, houses** and **machinery** includes architects', surveyors, consulting engineers, legal and other fees necessarily incurred in **reinstatement** but not for preparing any claim.

NFU Mutual's liability for all such fees will not exceed those authorised under the scales of the various institutions or bodies regulating such charges.

Property Elsewhere

The insurance includes **damage** to the **property insured** while temporarily removed anywhere in the **British Isles**.

NFU Mutual's liability will not exceed 10% of the appropriate sum insured.

Property in the Open

Machinery, stock, produce and deadstock include property in the open at the **premises**.

Property in Trust

Machinery, stock, produce and deadstock include property held in trust for which the Insured is responsible.

Public Authorities

Buildings, houses and **machinery** include any additional cost of **reinstatement** incurred in complying with building or other regulations under any Act of Parliament, or with bye-laws of any municipal or local authority, or any European Union legislation, provided that

- a) notice under the regulations or bye-laws has not been served on the Insured prior to the **damage** occurring
- b) if **NFU Mutual's** liability is reduced by the application of any underinsurance condition, then its liability will be reduced in the same proportion.

Refurbishment of Buildings and Houses

The insurance includes **damage** to **machinery**, including plant, tools and materials, used in connection with the work of modernisation, renovation or refurbishment of any **building** or **house** insured, for an amount not exceeding £10,000.

Removal of Nests

NFU Mutual will pay for the removal of rats', mice, cockroaches', wasps' and bees' nests within a **house** up to a maximum of £2,000 in any **period of insurance**.

Removal of Trees

NFU Mutual will pay for the removal of trees or branches if it considers they are a threat to human life or are likely to cause **damage** to a **building** or **house**.

Rent

Where the insurance includes an item on rent **NFU Mutual** will pay a proportionately reduced amount if the period during which the **building** is unfit for occupation is less than the period of rent insured.

For the purposes of the special provision - terrorism under the general conditions, the liability of **NFU Mutual** for **damage** to **buildings** or **houses** includes rent

Rent and Accommodation Costs

If a **house** is made uninhabitable by a cause accepted as a valid claim, **NFU Mutual** will pay for

- a) loss of rent, or ground rent
- b) reasonable costs of comparable accommodation for the Insured

during the period that the **house** is uninhabitable up to a maximum of 20% of the value of the **house**.

Replacement of Locks

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

Services

The insurance on **buildings** and **houses** includes **damage** to cables, pipes, drains and associated equipment for which the Insured is legally responsible.

Subrogation Waiver

NFU Mutual will not exercise its rights of subrogation against

- a) any parent or subsidiary company of the Insured
- b) any other subsidiary of the Insured's parent company

as defined in current legislation.

Trace and Access

The insurance includes the costs, up to a maximum of £5,000, of locating the source of

- a) water escaping from any fixed tank, pipe or apparatus
- b) oil escaping from any heating system

and subsequently making good **damage** caused by the search.

Workmen

Workmen are allowed in and about any of the **buildings** and **houses**.