

Section 1J

Farm Goods in Transit

(Operative only if so stated in the schedule)

Definitions

The business load limit

As stated in the schedule.

Damage

Loss, destruction or damage.

Geographical limits

Great Britain, Ireland, the Isle of Man, the Channel Islands or the Continent of Europe (including sea journeys and journeys using the Channel Tunnel between those territories).

In transit

In, on, being loaded onto or being unloaded from a **vehicle** or **trailer**, detailed in the specification to this section but remaining within the **geographical limits**.

Load Limit

As stated in the schedule.

One occurrence

One occurrence (or series of occurrences arising directly or indirectly from one source or original cause) giving rise to, **damage**, costs or expenses.

Property insured

- a) Agricultural and horticultural produce, consumable stores and machinery (including spare parts and accessories) belonging to the Insured, or for which the Insured is responsible, and pertaining to the business
- b) household goods belonging to the Insured or any of the Insured's employees.

Trailer

A trailer used by or on behalf of the Insured.

Vehicle

A motor vehicle used by or on behalf of the Insured.

Cover

If, during the **period of insurance**, any **property insured** sustains **damage** while **in transit**, **NFU Mutual** will either

- a) pay the value of such property at the time of the damage, or the cost of repair or
- b) at its option, reinstate or replace such property or any part of it.

Provided that the liability of **NFU Mutual** (excluding any liability under cover extensions) for any **one occurrence** will not exceed in respect of

- a) anyone **vehicle** together with every **trailer** attached to such **vehicle**, or
- b) anyone **trailer** attached to a traction unit, the load limit.

Exclusions

NFU Mutual will not be liable for

- 1) **damage** caused by or resulting from
 - a) wear and tear, scratching, bruising, vermin, moth, insects or inherent vice or defect
 - b) theft by employees unless discovered within seven days of its occurrence
- 2) **damage**, accidental discharge, collision or overturning caused by or resulting from
 - a) confiscation, seizure, detention or destruction by customs or other officials or authorities
 - b) riot, strike or civil commotion occurring in Ireland
- 3) **damage** caused by or resulting from
 - a) damp, mildew, rust or frost
 - b) delay of any kind
 - c) electrical or mechanical derangement or breakdown

unless directly consequent upon fire, theft or attempted theft or overturning or collision of the conveying **vehicle** or **trailer**

- 4) **damage** to livestock or to any mechanically propelled vehicle
- 5) in respect of any **one occurrence**, the sum stated in the schedule as the excess, such excess being applied to the amount of **NFU Mutual's** liability as certified after the application of the underinsurance condition in this section.

Cover Extensions

1. Additional costs

This section includes costs and expenses necessarily and reasonably incurred by the Insured and relating to

- a) the removal of debris and clearance of the site following **damage to, property insured, while in transit**
- b) the reloading of any **vehicle** or **trailer** detailed in the schedule as a direct consequence of the accidental discharge of **property insured** while in or on such **vehicle** or **trailer**, within the **geographical limits**
- c) the transfer, to another vehicle or trailer, of **property insured, while in transit**, as a direct consequence of a collision involving the conveying **vehicle** or **trailer**, or the overturning of such **vehicle** or **trailer**,

all occurring during the **period of insurance**.

Provided that **NFU Mutual's** liability under this extension for any **one occurrence** will not exceed, in respect of any one vehicle and trailer £2,500, or the **load limit**, whichever is the less.

2. Drivers' personal effects

If and so far as they are not otherwise insured, this section includes **damage** occurring during the **period of insurance** to personal effects belonging to the Insured, or any employee of the Insured, while **in transit**.

Provided that

- a) **NFU Mutual's** liability under this extension for any **one occurrence** will not exceed £500 in respect of any one person
- b) **NFU Mutual** will not be liable for **damage** in respect of mobile phones, audio and television equipment, computers and ancillary equipment, discs, tapes, jewellery, watches, money, tickets, documents and stamps.

3. Sheets and Ropes

This section includes **damage** occurring during the **period of insurance** to sheets, tarpaulins, ropes, chains and pallets while **in transit**.

Provided that **NFU Mutual's** liability under this extension for any **one occurrence** will not exceed, in respect of any one **vehicle** and **trailer**, £ 1,000, or the **load limit**, whichever is the less.

Special Conditions

1. Reinstatement or Replacement

If **NFU Mutual** elects, or becomes liable, to reinstate or replace any property, it will not be bound to reinstate or replace exactly or completely, but only as circumstances permit and in a reasonably sufficient manner. **NFU Mutual** will not in any case be bound to expend, in respect of such property, more than the **load limit** on that property.

2. Underinsurance

If the **load limit** applying to any **vehicle** or **trailer** at the time of **damage** is less than 75 per cent of the value of the **property insured** in or on such **vehicle** or **trailer**, **NFU Mutual** will be liable for only that proportion of the amount of **damage** to such property which the **load limit** bears to the value.

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