

Section 1B

Fire - Farm Buildings

(Operative only if so 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.

Damage

Loss, destruction or damage.

Event Insured

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

Farm Buildings

Buildings used for agricultural or horticultural purposes but not:

- a) glasshouses, greenhouses or structures constructed or covered with plastic or polythene
- b) buildings more specifically described elsewhere in this policy
- c) poultry houses more specifically insured.

Property Insured

As stated in the schedule.

Cover

If **property insured** sustains **damage** during the period of **insurance** by an **event insured**, **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** (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**.

The sums insured will be reduced by the amount **NFU Mutual** has paid or is liable to pay for any previous **damage** which has occurred during the same **period of insurance**, unless **NFU Mutual** has agreed to reinstate them.

Exclusions

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

- a) resulting from riot or civil commotion (unless event E, event F or event R is insured in respect of such item)
- b) resulting from earthquake or subterranean fire (unless event J or event R is insured in respect of such item)
- c) 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.

2) **NFU Mutual** will not be liable for **damage** to property held in trust, money, securities, stamps, documents, manuscripts, business books, computer systems records, patterns, models, moulds, plans or designs, except in so far as they are specifically mentioned as insured by this section.

Cover Extensions

1. Additional Events

The following are deemed to be **events insured** by this section:

- 1) Accidental damage to fuel oil pipes or the underground water or gas supply pipes or underground electricity or telephone cables extending from the buildings to the public mains.
- 2) Falling trees or parts of trees, excluding
 - a) **damage** caused during a felling or lopping operation by or on behalf of the Insured
 - b) **damage** caused to fences, gates or hedges
 - c) the cost of removing fallen trees or parts of trees, except where they have given rise to a valid claim under this extension
 - d) the first £250 of each occurrence.
- 3) Falling television or radio aerials or aerial fittings or masts, but excluding the first £250 of each occurrence.
- 4) Escape of oil from a fixed heating installation or apparatus connected therewith.
- 5) Escape of fertiliser from any storage tank.

2. 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 and/or demolishing
- c) shoring up or propping.

of the **property insured**, and

- 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 or 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.

3. Capital Additions

Each item on buildings 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 on the item or in the aggregate £500,000 at anyone **premises**, whichever is the less.

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

The Insured agrees to effect insurance on such additional property as soon as practicable.

4. Contracting Purchaser

If, at the time of **damage** to an insured building, the Insured has contracted to sell his interest in such building the purchaser, on completion of the purchase if and so far as the building 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.

5. Drains and Gutters

Each item on buildings 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**.

6. European Union and Public Authorities

Each item includes any additional cost of reinstatement of the **damaged** property incurred in complying with the stipulations of European Union legislation or building or other regulations under or made following any Act of Parliament, or with byelaws of any public authority, provided that

- a) **NFU Mutual** will not be liable for the cost incurred in complying with the stipulations
 - i) under which notice has been served on the Insured prior to the damage occurring
 - ii) for which there is an existing requirement to be implemented within a given period
 - iii in respect of **damage** not insured, undamaged property or undamaged portions of

property (other than foundations, unless specifically excluded) of that portion of the property **damaged**

- b) **NFU Mutual** will not be liable for any charge or assessment arising out of capital appreciation which may be payable as a result of compliance with the stipulations
- c) the work of reinstatement
 - i) is completed as soon as is reasonably practicable
 - ii) may be carried out on another site (if the stipulations so necessitate) subject to **NFU Mutual's** liability under this extension not being increased
- d) if **NFU Mutual's** liability is reduced by the application of any terms or conditions in this policy, then its liability will be reduced in the same proportion.

7. Extensions Clause

Each item on buildings includes yards, car-parks, roads and pavements around and belonging to the buildings, small outside buildings, external fuel tanks, buildings of extensions, annexes, gangways and conveniences attached to or belonging to the buildings insured.

The item to apply will be that insuring the buildings to which such property is attached or belongs.

8. Landlord's Fixtures and Fittings

Each item on buildings includes landlord's fixtures and fittings in and on the buildings.

9. Loss of Metered Water

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

10. Non-Invalidation

This 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 or upon becoming aware of such alteration and pays any additional premium required.

11. Other Interested Parties

The act or neglect of a mortgagor, proprietor in reversion, leaseholder, lessee or occupier of a building, 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.

12. Other Interests

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

13. Private Dwellings Outbuildings Extension

Each item on dwelling houses includes its domestic outbuildings, swimming pools, walls, gates, fences, terraces, drives and footpaths.

14. Professional Fees

Each item on buildings includes architects', surveyors', consulting engineers', legal and other fees necessarily incurred in reinstatement but not for preparing any claim.

15. Rent

Each item on rent applies only if any part of the building is unfit for occupation in consequence of its damage and then **NFU Mutual's** liability will not exceed such proportion of the sum insured as the period necessary for reinstatement bears to the term of rent insured.

16. 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.

17. Telephone, Gas and Water Mains

Each item on buildings covers telephones, gas, water and electric instruments, meters, trunks, conveyors, ducts, piping, cabling and accessories including similar property in the adjoining yards and roadways or underground (and relating to any building insured by this section), all belonging to the Insured or for which the Insured is responsible.

18. Workmen

Workmen are allowed in and about the **premises**.

within such item, **NFU Mutual** will be liable for only that proportion of the amount of the damage which the sum insured bears to the value.

This condition does not apply to items which relate solely to fees, rent, removal of debris or private dwellings.

Special Conditions

1. 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**.

2. 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 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 such building, premises or property in a reasonable manner.

3. 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 sum insured on that property.

4. Underinsurance

If the sum insured on an item, at the commencement of **damage**, is less than the value of the property insured

