

Section 1A

Fire - Farming Stock

(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.

Business

As stated in the schedule.

Damage

Loss, destruction or damage.

Event Insured

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

Machinery

Agricultural and horticultural machinery and all other agricultural and horticultural property including, so far as they are not otherwise insured, directors', partners', customers', visitors' and employees' personal effects (other than motor vehicles), for an amount not exceeding £500 in respect of any one person, but excluding

- a) buildings, landlord's fixtures and fittings, walls, fences, gates and hedges, **produce and deadstock** and livestock
- b) money and stamps (including National Insurance Stamps)
- c) documents, manuscripts, business books and computer systems records, except for the cost of the materials and of clerical labour and computer time expended in reproducing such records
- d) any expense in connection with the production of information to be recorded in documents, manuscripts, business books or computer systems records
- e) patterns, models, moulds, plans and designs, except for the cost of materials and of labour expended in reinstating such property.

Each item on machinery includes

- a) alterations and improvements to, and fixtures and fittings in or on, buildings occupied but not owned by the Insured
- b) the cost of installation.

Premises

Any land or premises in the **British Isles** owned or used by the Insured in connection with the **business**.

Produce and Deadstock

Agricultural and horticultural produce (including growing crops) and consumable stores.

Property Insured

As stated in the schedule.

Cover

If **property insured** sustains **damage** at the **premises** 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

NFU Mutual will not be liable

- 1) under item no. 1, for **damage** to any of the **property insured**
 - i) if it is more specifically described in any other item or
 - ii) if it is otherwise insured
- 2) under item nos. 2 and 3, for **damage** to any of the **property insured**
 - i) if it is more specifically described in any other item or
 - ii) if and so far as it is otherwise insured
- 3) 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

- 4) for **damage** to
- a) poultry or poultry farm property if it is more specifically insured
 - b) agricultural or horticultural produce or consumable stores or livestock if it is intended for sale and the income expected from such sale is separately insured.

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 of the **property insured**, and
- b) extinguishing or attempting to extinguish a fire involving such property
- c) 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 **machinery** includes alterations, additions and improvements to the property 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 any one 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. Change of Temperature

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

5. 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 such goods will be ascertained on this basis.

6. Drains and Gutters

Each item on 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**.

7. European Union and Public Authorities

Each item on machinery 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 an Act of Parliament, or with bye-laws of a 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) 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) 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.

8. Farming Property Elsewhere

The **property insured** is covered while temporarily removed from the **premises** anywhere in the **British Isles** or the Republic of Ireland.

9. Forward Price

The value of produce grown for sale by the Insured will, at the Insured's option, be the value of such produce at the date or dates to be selected by the Insured as being those on which such produce would have been sold if it had not been **damaged**.

If the Insured exercises his option under this extension

- a) he will inform **NFU Mutual** at least 48 hours in advance of the selected date(s)
- b) no claim will be payable in respect of such produce until its value on the selected date(s) has been ascertained.

10. 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.

11. 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.

12. Other Interests

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

13. Professional Fees

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

14. Property in Trust

Each of items nos. 1, 2 and 3 includes property as described in the item held by the Insured in trust for which he is responsible.

15. 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.

16. Telephone, Gas and Water Mains

Each item on **machinery** 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 at the **premises**), all belonging to the Insured or for which the Insured is responsible.

17. Workmen

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

Special Conditions

1. Livestock Limit

Unless otherwise stated, no one animal insured under item no. 3 will be valued at more than £5,000.

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 75 per cent of the value of the **property insured** 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 growing crops, fences, gates, growing hedges and boundary walls, household goods or overhead external electrical cables and electricity poles.

