

Section IC

Glasshouses

(Operative only if so stated in the schedule)

Definitions

Damage

Loss destruction or damage

Property insured

As stated in the schedule

Event insured

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

Glasshouse

The structure of the glasshouse, excluding

- a) the glass, and
- b) any thermal or other screen or material used for insulation and/or light control purposes and any equipment used in connection with such screen or material,

but including (unless more specifically insured)

- a) fixed heating, lighting and irrigation equipment and other landlord's fixtures and fittings
- b) yards, car-parks, roads and pavements around and belonging to the glasshouse, the item to apply being that insuring the glasshouse to which such property is attached or belongs
- c) 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 the Insured is responsible following **damage** to glasshouses insured by an **event insured**
- d) 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 pertaining to any glasshouse, all belonging to the Insured or for which the Insured is responsible.

Machinery

Machinery, consumable stores and all other horticultural property, including, so far as they are not otherwise insured,

- a) directors', partners', customers', visitors' and employees' personal effects (other than motor vehicles), for an amount not exceeding £500 in respect of anyone person
- b) any newly acquired or erected machinery in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, and any alterations, additions and improvements to machinery insured by this section, provided that
 - i) **NFU Mutual's** liability under this extension will not

exceed 10% of the total of the sums insured on machinery under this section or £500,000 in total, whichever is the less

- ii) the Insured gives particulars of such newly acquired or erected machinery or such alterations, additions or improvements as soon as practicable and effects specific insurance on such property from the date of of the Insured's liability
- c) the cost of re-erecting, fitting and fixing machinery and plant consequent upon **damage** by an **event insured**
- d) 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 the Insured is responsible following **damage** to machinery insured by an event insured
- e) 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 pertaining to any glasshouse insured by this section), all belonging to the Insured or for which the Insured is responsible
- f) where the Insured occupies but does not own glasshouses, improvements, alterations and fixtures and fittings for which the Insured is responsible
- g) machinery while contained in yards and open spaces around and pertaining to the glasshouses,

but excluding

- a) **glasshouses, polythene houses**, other buildings, any thermal or other screen or material used for insulation or light control purposes and any equipment used in connection with such screen or material, landlord's fixtures and fittings and stock
- b) money and stamps (including National Insurance Stamps), except for an amount not exceeding £500 in total
- 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 the materials and of labour expended in reinstating such property.

Stock

Stock in trade including seeds, plants, fruit, flowers, growing stock and crops, and stock contained in yards and open spaces around and pertaining to the **glasshouses**.

Polythene house

The structure of the plastic or polythene-covered house, excluding the plastic or polythene, but including (unless more specifically insured)

- a) fixed heating, lighting and irrigation equipment and other landlord's fixtures and fittings
- b) yards, car-parks, roads and pavements around and belonging to the polythene house, the item to apply being that insuring the polythene house to which such property is attached or belongs.

Cover

If the property insured by any item, or any part of such property, sustains **damage** during the **period of insurance** by an **event insured**, **NFU Mutual** will

- a) in respect of items insuring glass
 - i) in the case of glass **damaged** (other than by soiling or contamination), pay to the Insured that proportion of the sum insured on the item which the area of glass damaged bears to the area of glass insured by the item
 - ii) in the case of soiling or contamination, pay to the Insured the cost of cleaning but not exceeding that proportion of the sum insured on the item which the area of glass soiled or contaminated bears to the area of glass insured by the item
- b) in respect of property other than glass, either
 - i) pay to the Insured the value of such property at the time of its **damage**, or
 - ii) at its option, reinstate or replace such property or any part of it.

Provided that **NFU Mutual's** liability (including any liability 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**.

Such sums insured being those remaining after deduction (unless **NFU Mutual** has agreed to reinstate any such sums insured) of the amount of **NFU Mutual's** liability for any other damage which has occurred during the same **period of insurance**.

Exclusions

- 1) **NFU Mutual** will not be liable, under any item insuring **machinery**, in respect of **damage** to any property if and so far as it is otherwise insured.
- 2) **NFU Mutual** will not be liable under any item
 - a) for **damage** resulting from riot or civil commotion (unless event E, event F or event R is insured in respect of such item)
 - b) for **damage** resulting from earthquake or subterranean fire (unless event J or event R is insured in respect of such item)
 - c) for **damage** caused by pollution or contamination, except (unless otherwise excluded) for, or **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.
- 3) **NFU Mutual** will not be liable for **damage** to any item of **stock** 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 telecommunication cables extending from the glasshouses or polythene houses 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 and every occurrence of **damage**.
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 with such installation.
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 portion or portions of the **property insured** destroyed or damaged by an **event insured** and in extinguishing or attempting to extinguish a fire involving such property.

NFU Mutual will not be liable for any costs or expenses

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

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

- a) removing undamaged glass from, and
- b) the subsequent refitting of the same glass into, the **glasshouses** to which such glass pertains, provided that such **glasshouses**
 - a) have sustained **damage** by an **event insured** by the item insuring glass, and
 - b) are insured by this section.

3. Contract price

In respect only of goods sold but not delivered, for which the Insured is responsible, subject to a sale contract, which, following the operation of an **event insured**, is cancelled by reason of its conditions wholly or to the extent of the damage, **NFU Mutual's** liability will be based on the contract price.

For the purpose of the application of any underinsurance condition, the value of all goods to which this extension could, in the event of **damage**, be applicable, will be ascertained on this basis.

4. Contracting purchaser

If, at the time of the happening of **damage** to any **glasshouse, polythene house** or building insured, the Insured has contracted to sell his interest in such property, the purchaser on completion of the purchase, if and so far as the property is not otherwise insured against such **damage** by or on behalf of the purchaser, has the benefit of the insurance under this section, without prejudice to the rights and liabilities of the Insured or **NFU Mutual**, until completion.

5. European Union and Public Authorities

Each item (other than items insuring stock) 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 bye-laws 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 **damaged** 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 reasonable 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.

6. Horticultural property elsewhere

Each item insuring horticultural property (other than items insuring glass, **glasshouses**, plastic or **polythene houses**, plastic cladding or polythene covering) includes such property, if and so far as it is not otherwise insured, while

- a) temporarily at any situation other than the premises or
- b) in transit, but remaining in Great Britain, Ireland, the Isle of Man or the Channel Islands.

7. Loss of Metered Water

The insurance by this section covers the loss of metered water from the premises up to a maximum of £2,500 anyone loss.

8. Non-invalidation

The insurance by this section will not be invalidated by any act or omission or by any alterations whereby the risk of **damage** is increased, either 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.

9. Other interested parties

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

10. Other interests

In respect of property not belonging to the Insured but insured by this section, the interest of other parties is included under this insurance, if the Insured has, prior to any loss, accepted responsibility to insure such interest.

11. Professional fees

Each item (other than items insuring stock) includes architects', surveyors', consulting engineers', legal and other fees necessarily incurred in the reinstatement of the property insured by the item consequent upon its **damage** by an **event insured**, but not for preparing any claim.

12. Property in trust

Each item (other than items insuring glass, **glasshouses** or plastic or **polythene houses**) includes property as described in the item held by the Insured in trust for which he is responsible.

13. Subrogation Waiver

In the event of **damage** giving rise to a claim under this section, **NFU Mutual** agrees to waive any rights, remedies or relief to which it might become entitled by subrogation against

- a) any company standing in the relation of parent to subsidiary (or subsidiary to parent) to the Insured as defined in the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the damage
- b) any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the **damage**.

14. Workmen

Workmen are allowed in or about any of the premises for the purposes of erecting new structures or making alterations, repair, decoration, plant installation, general maintenance and the like without prejudice to this insurance.

Special Conditions

1. Alterations warranty

It is warranted by the Insured that all alterations (including the installation of thermal or other screens or equipment) made to any **glasshouse** or **polythene house** insured by this section are advised to **NFU Mutual** as soon as is reasonably practicable.

2. Designation

For the purpose of determining, where necessary, the item under which any property is insured, **NFU Mutual** agrees to accept the designation under which such property has been entered in the Insured's books.

Where plan numbers and/or letters are mentioned in the specification to this section, such plan numbers and/or letters refer to a plan lodged with **NFU Mutual**.

3. NFU Mutual's rights following damage

When any **damage** occurs which may give rise to a claim under this section, 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 by this section
- c) deal with all such buildings, premises or property in any reasonable manner.

4. 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.

5. Underinsurance

If, at the commencement of **damage**

- a) the area of glass insured by any item insuring glass is less than the total area of glass in the **glasshouses** to which such item relates, then **NFU Mutual** will be liable for only that proportion of the **damage** to such glass which the area of glass insured bears to such total area
- b) the sum insured on any other item is less than the value (or, in the case of items covering **machinery** and **stock**, 75 per cent of the value) of the property insured within such sum insured, then **NFU Mutual** will be liable for only that proportion of the **damage** to such property which the sum insured bears to the value.