

Section 1 F

Theft - 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.

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, securities 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** as a result of theft or attempted theft, **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 nos. 1, 4, 5 and 6 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) in respect of each and every happening of **damage**, for the sum stated in the schedule as the excess, such excess being applied to the amount of **NFU Mutual's** liability, as ascertained after the application of the underinsurance condition of this section
- 4) for **damage**
 - a) to
 - i) poultry or poultry farm property if it is more specifically insured
 - ii) 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
 - b) as a result of theft or attempted theft by, or in collusion with, any member of the Insured's family, business staff or domestic servants, or any person lawfully on the **premises**.

Cover Extensions

1. Capital Additions

Each item on **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 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.

2. Contract Price

If goods sold, but not delivered, are **damaged** as a result of theft or attempted theft, 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.

3. Damage to Buildings

NFU Mutual will pay for **damage** for which the Insured is responsible to buildings and landlord's fixtures and fittings at any **premises** as a result of theft or attempted theft, excluding theft or attempted theft of the building or any part of it or of landlord's fixtures and fittings.

4. 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.

5. Farming Property Elsewhere

The **property insured** is covered while temporarily removed from the **premises** anywhere in the **British Isles** or the Republic of Ireland, other than while in, on, being loaded onto or being unloaded from a vehicle or trailer.

6. 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.

7. Other Interests

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

8. Professional Fees

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

9. Property in Trust

Each of items nos. 1, 2, 3, 4, 5 and 6 includes property as described in the item held by the Insured in trust for which he is responsible.

10. Replacement Locks

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

11. 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.

12. Unexplained Disappearance

Each item insuring livestock includes **damage** as a result of the unexplained disappearance of the livestock for a period exceeding 30 days from the date the disappearance is notified to **NFU Mutual**, provided that:

- a) in respect of such **damage**, **NFU Mutual** will not be liable for the sum stated in the schedule as the excess
- b) **NFU Mutual** will not be liable for **damage** as a result of straying from the **premises** or any other situation insured
- c) if any livestock is recovered or returned, the Insured will refund the amount paid by **NFU Mutual** in respect of such livestock less any expenditure reasonably incurred in its recovery or return.

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.

Failure to comply with a warranty, which contributes to **damage**, may result in any claim not being paid. It is warranted by the Insured that:

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 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

1. Livestock Limit

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

2. Machinery Limit

Unless otherwise stated, no one article insured under item no 4, 5 or 6 will be valued at more than £1,500.

3. 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.

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 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.

