

Royal Horticultural Society Insurance Scheme  
Covering  
PUBLIC/PRODUCT LIABILITY AND EMPLOYERS LIABILITY  
FOR AFFILIATED SOCIETIES

APPLICATION FORM

**Important Information**

Please take a few minutes to read this **Important Information** before you complete this application form.

1. It is essential that you disclose accurately all facts which could influence acceptance of this proposal or the terms to be applied. Under the conditions of your policy you must tell us about any insurance related incidents whether or not they give rise to a claim. If you are in any doubt whether a fact is material you should disclose it. **FAILURE TO DO SO MAY INVALIDATE THE POLICY.** You are not required to disclose convictions regarded as "spent" by virtue of the Rehabilitation of offenders Act 1974.
2. In order to prevent and detect fraud we may at any time share information about you with other organisations and public bodies including the Police. We may check and/or file your details with fraud prevention agencies and databases and if you give us false or inaccurate information and we suspect fraud we will record this. We may also search these agencies and databases to
  - help make decisions about the provision and administration of insurance and credit and related services for you;
  - trace debtors or beneficiaries, recover debt, prevent fraud and to manage your account and insurance policies;
  - check your identity to prevent money laundering, unless you provide us with satisfactory proof of identity;
  - undertake credit searches and additional fraud searches.
3. The information you provide in connection with a claim may be passed to other insurers, and their agents, to prevent fraudulent claims via the Claims and Underwriting Exchange Register, operated by Insurance Database Services Ltd and/or the Theft Register run by the Association of British Insurers. We may search the databases we have described when you apply for insurance, in the event of any incident or claim, or at the time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim. We can supply, on request, further information about the databases we access and supply to.
4. You are advised to keep a record of all information supplied to NFU Mutual for the purpose of this insurance. A copy of the completed application form sent to NFU Mutual will be supplied on request.
5. You consent to accept NFU Mutual's standard form of policy. A Specimen copy of the policy is available on request.
6. The contract and the relationship between NFU Mutual and you shall be governed by, and interpreted with, English Law. The contract shall be subject to the non-exclusive jurisdiction of the English Courts.

Name of Affiliated Society \_\_\_\_\_

Membership Number \_\_\_\_\_

Contact Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Postcode \_\_\_\_\_

**Cover Options** (please tick box for which one is required)

**A** Limits of Indemnity: Public Liability £5,000,000 Products Liability £5,000,000  
Employers' Liability £10,000,000  
Premium £53.00 (including 6% Insurance Premium Tax) \* ☐

**B** Limits of Indemnity: Public Liability £10,000,000 Products Liability £10,000,000  
Employers' Liability £10,000,000  
Premium £68.90 (including 6% Insurance Premium Tax) \* ☐

*\* Please note: The premiums above exclude the separate administration charge also payable*

**Declaration**

I, the undersigned being an authorised officer of the above-named Society, declare that to the best of my knowledge and belief the information given in this application and declaration, which I have read over and checked, is true and complete. I am willing to accept the terms and conditions of NFU Mutual's policy, and I undertake to pay the premium when called upon to do so.

Signature of Applicant: \_\_\_\_\_

Position (e.g. Chairman, Secretary, Treasurer): \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

No liability is undertaken by NFU Mutual in connection with this application form until cover has been issued with our authority.  
NFU Mutual reserves the right to decline any application or to impose special terms

PTO

## Our commitment to Mutuality and Charitable Assignment

We are fully committed to the concept of mutuality believing that this is the best way of providing sustainable value for money to our customers.

As a mutual we have no shareholders and do not therefore pay dividends. As a result we have one of the lowest expense ratios in the insurance industry. We are committed to ensuring that the combined benefits of our mutuality and a low expense ratio are passed on to our General Insurance customers via keen prices, wide cover and good service.

In order that the service we can provide to our members is not disrupted by speculators taking out a policy in the hope of receiving a windfall if we were to demutualise, all new policies issued by NFU Mutual contain a Charitable Assignment condition. Effectively this means that in the unlikely event of demutualisation any windfall benefit arising from the policy you are taking out would be transferred to the NFU Mutual Charitable Trust rather than to you as the policyholder.

Our Charitable Assignment condition is set out in full on the next page and a brief summary is provided below (the full wording of the condition is not limited by this summary).

- ✦ You agree to transfer to charity any right to windfall benefits on a demutualisation of NF Mutual.
- ✦ The charity which would receive those benefits is the NFU Mutual Charitable Trust.
- ✦ You agree to sign any documents that may be required to enable us to transfer the benefits to the charity.
- ✦ You allow us to take any steps on your behalf which may be needed to carry out the transfer.
- ✦ You allow us to provide information about you and your policy to the charity.

I agree to the Charitable Assignment condition on the next page.

Proposer \_\_\_\_\_

Signed \_\_\_\_\_

Dated \_\_\_\_\_

**Note:** The issue by us to you of a policy makes you a member of The National Farmers Union Mutual Insurance Society Limited ("The Society"), on the terms of The Society's memorandum and articles of association. These are available from the Company Secretary at our registered office



### Charitable Assignment Condition

This condition forms part of the terms on which YOUR policy is issued. Words printed in capitals in this condition are explained in paragraph 4 below.

- 1 Unless paragraph 3 applies, YOU agree with US and the CHARITY that YOU will transfer to the CHARITY the right to any WINDFALL which YOU would otherwise be entitled to receive in respect of the policy and any renewal or reissue of it.
- 2 To ensure that the agreement YOU have entered into in paragraph 1 can be effectively carried out:
  - (a) YOU authorise US to transfer any WINDFALL direct to the CHARITY;
  - (b) YOU agree to sign any documents and to do anything else which may be needed to transfer any WINDFALL, and YOUR right to receive the WINDFALL, to the CHARITY;
  - (c) YOU appoint US and any of OUR officers and (as a separate appointment) the CHARITY and any of its officers to be YOUR agent to take any of the steps mentioned in (b) above on YOUR behalf;
  - (d) YOU authorise US to provide the CHARITY with any information it reasonably requires about YOU and any policy YOU hold with US, and YOU consent to US and the CHARITY holding and processing such information for this purpose;
  - (e) YOU cannot revoke the authority contained in (a) or (d) above, or the appointment contained in (c) above.
- 3 Paragraph 1 shall not apply in respect of any WINDFALL which arises from a BUSINESS TRANSFER to any company or other body corporate which is at the time of such transfer OUR subsidiary, in circumstances where such transfer is not in any way related to a DEMUTUALISATION or to any sale or other disposal (or proposed sale or other disposal) of such subsidiary.
- 4 In this condition:
  - (a) the "CHARITY" is the NFU Mutual Charitable Trust or, if it ceases to exist, any other charity which becomes entitled to the benefit of the agreement YOU have entered into in paragraph 1;
  - (b) "BUSINESS TRANSFER" means a transfer of part or all of OUR business to any other person, firm or company;
  - (c) "DEMUTUALISATION" means a change (or proposed change) in OUR constitution or corporate status (whether or not involving or associated with a BUSINESS TRANSFER) which has the effect that WE cease to be a MUTUAL ORGANISATION;
  - (d) "MUTUAL ORGANISATION" means a company or other body whose constitution limits membership and voting rights wholly or mainly to persons purchasing goods or services from it or otherwise trading with it;
  - (e) "WE", "US" and "OUR" refer to The National Farmers Union Mutual Insurance Society Limited and any company or other organisation which becomes entitled to all or part of its business;
  - (f) a "WINDFALL" means any benefit to which YOU become entitled as one of OUR members on or in connection with any future BUSINESS TRANSFER or DEMUTUALISATION;
  - (g) "YOU" and "YOUR" refer to the policyholder.