

Policyholder: The Royal Horticultural Society and/or Affiliated Societies

Policy Endorsements to be read in conjunction with the attached policy document

Definitions

Affiliated Society

Any Society of the Royal Horticultural Society named on the Certificate of Insurance as the policyholder which has returned a satisfactorily completed application form and paid the required premium for the period of cover.

PROPERTY Insured

Sheds, cups, trophies, shields, audio visual equipment, show equipment, promotional materials, furniture, catering equipment, lawn mowers, garden equipment, stock for sale and the like owned by YOU or held in trust for which the YOU are responsible.

Endorsements

Theft from Unattended Vehicles

WE will not pay for DAMAGE arising from Theft from a vehicle unless:

- 1 all keys are removed from the vehicle and all doors and similar openings locked, all windows be fully closed and any locking devices immobilisers or alarms be maintained and in operation; and/or
- 2 the vehicle is kept within a securely locked building of substantial construction or in an enclosure which has secure walls and/or fences securely locked guarded or under constant surveillance.

Security of PROPERTY Insured

Cover for PROPERTY will only apply if it is kept in a locked building or otherwise adequately secured when not attended.

Claims Occurring Prior to Inception

WE will not indemnify YOU in respect of any liability caused by, through, or in connection with claims occurring prior to inception and acceptance by the YOU. Cover will be deemed to have attached upon receipt of payment.

Excess - £50

WE will not be liable, in respect of each and every happening of damage (other than by fire), for the amount shown above. Such excess being applied to the amount of OUR liability after the application of any underinsurance condition in this section.

Underinsurance Condition Deleted

The Underinsurance Clause is deleted.

Schedule

Insured: The Royal Horticultural Society
and/or Affiliated Societies

Policy No. 080X3139471

Address: 80 Vincent Square
London
SW1P 2PE

Period of Insurance:
From noon 1st February 2013
To noon on 1st February 2014

Branch: Head Office - Group Corporate
Business

Agency: Aon Bristol

Premium: As shown on the certificate

Property

Perils: Fire, Aircraft, Explosion, Storm and Flood, Earthquake, Escape of Water,
Impact, Riot and Malicious Persons, Theft, Accidental Damage

Sum Insured: As shown on the certificate

Location: Anywhere in the United Kingdom

Money and Malicious Attack

Money:

In transit or in a bank night safe	£500
In your premises during business hours	£500
In locked safe in your premises outside business hours	£500
In gaming, amusement or vending machines	£500
In other circumstances	£500
Monetary documents	£500

Date of issue: 12th December 2012

Your policy document

Commercial Select Insurance

How to Make a Claim

For Insurances other than Legal Expenses

Please call YOUR insurance advisor whose telephone number is shown on YOUR schedule.

Before contacting US, please read the following information:

- 1 the relevant section(s) of the policy which cover the loss;
- 2 the General Exclusions, General Conditions and Claims Conditions found at the front of the policy; and
- 3 YOUR schedule.

To ensure WE can help YOU quickly and efficiently please have the following information available:

- 1 YOUR policy number;
- 2 YOUR name and address;
- 3 details of the incident giving rise to the claim including date, circumstances and, if possible, an estimate of the cost; and
- 4 YOUR contact number.

For Legal Expenses Insurance

Please refer to YOUR schedule to see if this is operative

To make a claim under this section of the policy, please phone DAS on **0845 070 0173** quoting YOUR policy number. The INSURED PERSON claiming under the policy must have YOUR agreement to claim.

DAS will ask YOU about YOUR legal dispute and if necessary call YOU back at an agreed time to give YOU legal advice. If YOUR dispute needs to be dealt with as a claim under this section of the policy, DAS will give YOU a claim reference number. At this point DAS will not be able to tell YOU whether YOU are covered but DAS will pass the information YOU have given DAS to their claims handling teams and explain what to do next.

If YOU would prefer to report YOUR claim in writing, YOU can send it to DAS' Claims Department at the following address:

Claims Department
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH.

Alternatively, YOU can email YOUR claim to: newclaims@das.co.uk

Please do not phone DAS to report a general insurance claim.

Glass Replacement Service

If this policy provides cover for glass YOU can utilise a 24 hour service to ensure that any broken glass is replaced without delay.

For full details please refer to the Accidental Breakage of Fixed Glass cover extension of the policy.

Introduction

In return for YOU paying YOUR premium and US accepting it, WE will insure YOU in line with the terms of the policy for the PERIOD OF INSURANCE and any subsequent period of insurance, provided YOU keep to the terms and conditions of the policy.

Please read this policy, statement of insurance, schedule and any certificate(s) of insurance carefully. If they do not meet YOUR needs, return them to US or to YOUR insurance advisor as soon as possible.

This policy is evidence of the contract between YOU and US and is based on the information YOU provided, which is confirmed on the statement of insurance and YOUR schedule.

UK law allows both YOU and US to choose the law applicable to the contract. WE have chosen that this contract will be governed by and interpreted in accordance with English law. The contract will be subject to the exclusive jurisdiction of the English courts.

A handwritten signature in black ink, appearing to read 'Steve Bower', with a long, sweeping horizontal line extending to the right.

Steve Bower
Customer Services Director
The National Farmers Union Mutual Insurance Society Ltd.

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.

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Thank you for placing your Insurance with NFU Mutual

Cancellation Rights

If YOU do not want to accept this new policy or any new cover which is added, YOU may cancel the policy (or, in the case of a specific addition to cover, the addition itself) by giving US notice in writing within 14 days of receiving it. WE may charge pro rata for the cover that has been provided.

Complaints

WE strive to provide OUR customers with the highest level of service and would like to know if YOU are not satisfied with any aspect of it. Should YOU wish to make comments of any kind about OUR service, please contact the manager of YOUR regional office or the call centre which issued this policy. The address of YOUR regional office can be obtained from YOUR insurance advisor.

WE will take any complaint seriously and endeavour to handle it fairly, consistently and promptly. If YOU are not satisfied with the way in which WE have dealt with YOUR complaint, please write to:

Customer Services Director
NFU Mutual
Tiddington Road
Stratford-upon-Avon
Warwickshire
CV37 7BJ.

In the event YOU remain dissatisfied, the Financial Ombudsman Service may be prepared to review YOUR complaint. No charge is made for this service and YOU should write to:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR.
Telephone **0845 080 1800**.

Please always quote YOUR policy number in any correspondence as it will enable YOUR complaint to be dealt with promptly.

Financial Services Compensation Scheme

WE are covered by the Financial Services Compensation Scheme (FSCS) which means that YOU may be entitled to compensation from the scheme if WE cannot meet OUR obligations under this policy. This depends on the type of policy YOU have purchased and the circumstances surrounding YOUR claim. YOU can find out more at www.fscs.org.uk or by calling **020 7892 7300**.

Language

This policy and its accompanying documentation are written in the English language. WE will communicate with YOU in English throughout the duration of this policy.

Statutory Status

YOU can check OUR statutory status on the Financial Services Authority (FSA) Register at www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234. OUR FSA registration number is 117664.

Data Protection Notice

The National Farmers Union Mutual Insurance Society Limited is the data controller and will process personal information WE obtain from YOU and third parties in accordance with the Data Protection Act 1998. WE may check and/or pass some or all of the personal information WE obtain in connection with YOUR insurance or claim to other insurance companies in order to administer the policy or for underwriting and claims handling purposes, to OUR appointed service providers and reassurers, to regulatory or other organisations, so that WE can comply with OUR obligations and to databases and fraud prevention agencies.

WE may use YOUR information to carry out research. It may be necessary to transfer YOUR information to other companies outside the European Economic Area for any of the above purposes and/or for systems administration. WE will take steps to ensure YOUR privacy rights are protected.

WE may search these agencies and databases to:

- 1 help make decisions about the provision and administration of insurance and credit related services for YOU and members of YOUR household;
- 2 trace debtors or beneficiaries, recover debt, prevent fraud and manage YOUR account and insurance policies;
- 3 check YOUR identity to prevent money laundering unless YOU can provide US with satisfactory proof of identity; and/or
- 4 validate YOUR claims history or that of any other person or property likely to be involved in the policy or claim in the event of any incident or claim, or at the time of renewal.

WE can supply to YOU, on written request, more information about the databases and agencies WE access and supply to.

YOU have a right to ask US for a copy of the personal information WE hold about YOU. Should YOU require this information, YOU must apply to US in writing.

General Definitions

Each time WE use one of the words or phrases below in capital letters, it will have the same meaning wherever it appears in the policy, unless an alternative is stated to apply. Where a section of the policy contains definitions, they must be read in conjunction with the following general definitions.

Words which appear in lower case will have their natural and ordinary meaning.

ACCIDENT

Accidental physical injury resulting from a visible cause or exposure to severe weather conditions.

BUILDINGS

Unless stated otherwise on YOUR schedule the buildings of the PREMISES which YOU own or for which YOU are responsible and which are:

- 1 built of brick, stone, concrete or metal;
- 2 roofed with slates, tiles, concrete, asphalt, metal or sheets or slabs composed entirely of incombustible mineral ingredients; and
- 3 with a maximum 10% construction of combustible materials.

The definition of BUILDINGS includes:

- 1 cables, wires and associated control gear and accessories;
- 2 landlord's fixtures and fittings which YOU own or for which YOU are responsible;
- 3 outbuildings, extensions, annexes, gangways and conveniences which satisfy the requirements set out above;
- 4 walls including boundary walls, gates and fences around and belonging to YOUR buildings;
- 5 piping, ducting, inspection covers, external tanks, drains or underground sewage tanks and accessories for which YOU are legally responsible, which extend from YOUR buildings to the public mains at the boundary of the PREMISES; and
- 6 yards, car parks, roads, forecourts and pavements around and belonging to YOUR buildings.

BUSINESS

The business described on YOUR schedule, including:

- 1 the provision and management of canteen, social, sports, educational and welfare organisations and first aid, fire, ambulance and security services for the benefit of EMPLOYEES;
- 2 maintenance and repair of YOUR PROPERTY and PREMISES; and
- 3 taking part in exhibitions and trade shows.

COMPUTER EQUIPMENT

Electronic processing, communication and data storage equipment owned by YOU or for which YOU are responsible excluding:

- 1 discs, tapes or other systems records other than hard discs; and/or
- 2 the cost of reinstating data.

CONTENTS

Trade fixtures and fittings, machinery and all other contents and equipment owned by YOU or for which YOU are responsible and which relates to YOUR BUSINESS, including:

- 1 tenants improvements, alterations and decorations;
- 2 business books, documents, computer systems records and programmes, designs or plans but only for the cost of the materials, labour and computer time necessary to reproduce them;
- 3 patterns, models and moulds but only for the cost of the materials and labour necessary to reproduce them;
- 4 personal effects other than MONEY and/or MONETARY DOCUMENTS of any director, EMPLOYEE or visitor not exceeding £500 for any one person; and
- 5 wines and spirits used solely for entertainment purposes.

The following PROPERTY is excluded from the definition of CONTENTS:

- 1 landlord's fixtures and fittings;
- 2 STOCK;
- 3 COMPUTER EQUIPMENT;

- 4 gaming, amusement or external vending machines;
- 5 motor vehicles licensed for road use, including their accessories;
- 6 deeds, bonds, bills of exchange or MONEY or MONETARY DOCUMENTS;
- 7 explosives; and
- 8 living creatures, pets or livestock.

DAMAGE

Accidental physical loss, destruction or damage.

DECLARED VALUE

YOUR assessment of the cost of reinstating each item at the start of the PERIOD OF INSURANCE in accordance with the basis of settlement under the relevant sections of this policy. The DECLARED VALUE should include an allowance for:

- 1 any additional cost of reinstatement to comply with the requirements of the public authorities including the European Union;
- 2 professional fees; and
- 3 debris removal costs.

EMPLOYEE

Any person working for YOU in connection with YOUR BUSINESS who is:

- 1 under a contract of service or apprenticeship with YOU;
- 2 a labour master, labour- only sub- contractor or a person supplied by either of them;
- 3 self- employed;
- 4 working under a recognised work experience or training scheme;
- 5 a voluntary helper;
- 6 borrowed by or hired to YOU; or
- 7 a director of the company.

EXCESS

The amount or, where expressed as a percentage, the proportion of each loss for which YOU are responsible which will be deducted from any claim payment, after all other terms and conditions (including any underinsurance condition) of this policy have been applied.

ILLNESS

Any illness, disease, medical complaint or condition which is not an ACCIDENT contracted in Europe, Australia, Canada, New Zealand, the Republic of South Africa or the United States of America.

INJURY

Bodily injury, death, disease, illness and/or medically recognised psychiatric injury.

INSURED PERIL

A peril which is listed on YOUR schedule as being insured.

MONEY

Cash, bank currency notes, uncrossed cheques and postal orders, luncheon vouchers, unused postage stamps, trading and National Insurance stamps not fixed to cards, National Savings stamps, unexpired units in franking machines and gift vouchers, lottery and other prize scratch cards, utility vouchers, top- up cards and mobile phone vouchers belonging to YOU or for which YOU are responsible in connection with YOUR BUSINESS.

MONETARY DOCUMENTS

Crossed cheques and postal orders and bankers' drafts, National Insurance stamps fixed to cards, National Savings certificates, premium bonds, credit card sales vouchers or receipts, VAT purchase invoices and any other money instruments which are non- negotiable belonging to YOU or for which YOU are responsible in connection with YOUR BUSINESS.

PERIOD OF INSURANCE

The period of insurance specified on YOUR schedule.

POLLUTION

All pollution or contamination of buildings or other structures or of water or land or the atmosphere.

PREMISES

The premises shown on YOUR schedule comprising the BUILDINGS or BUILDINGS of which YOU are the sole occupier (unless otherwise shown on YOUR schedule) in connection with YOUR BUSINESS and the land within the boundaries belonging to them.

PROPERTY

Material property.

SLAUGHTER ON HUMANE GROUNDS

Slaughter:

- 1 with OUR prior consent; or
- 2 where a VET has certified it necessary to carry out immediate slaughter because it would be cruel to keep the animal alive.

STOCK

Stock and materials in trade owned by YOU or for which YOU are responsible.

TERRORISM

- 1 For liability insurances:
An act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any the public, in fear.
- 2 For all other insurances:
Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

VET

A veterinary surgeon registered with the Royal College of Veterinary Surgeons.

WE, US, OUR

The National Farmers Union Mutual Insurance Society Limited.

YOU, YOUR

The legal entity/entities shown on YOUR schedule as being the Policyholder.

General Exclusions

The following exclusions apply to the whole of this policy including any cover extensions and endorsements unless otherwise stated:

WE will not pay for:

- 1 losses directly or indirectly caused or contributed to by;
 - a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation or requisition or destruction of or damage to PROPERTY by or under the order of any government, public or local authority, other than for insurance provided under the Employers' Liability section;
 - b) TERRORISM unless stated otherwise in the policy. If WE allege that this General Exclusion applies to any claim, the burden of proving the contrary will be upon YOU. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect;
 - c) pressure waves arising from aircraft and other aerial devices travelling at sonic or supersonic speeds;
 - d) ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel;
 - e) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component; and/or
 - f) the use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss, other than for insurance provided under the Employers' Liability section.
- 2 loss of market value beyond the cost of repair, replacement or reinstatement of PROPERTY.
- 3 losses involving:
 - a) COMPUTER EQUIPMENT or other equipment, component, system or item which processes, stores, transmits, retrieves or receives data (whether insured or not); and/or
 - b) losses that are not directly associated with the incident that caused YOU to claim, unless expressly stated in the policy;and arising directly or indirectly from:
 - i. unauthorised access;
 - ii. virus, program code, programming instruction or any set of instructions intentionally constructed with the ability to cause damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self- replication or not. This includes but is not limited to Trojan horses, worms and logic bombs; and/or
 - iii. any actions or instructions constructed or generated with the ability to cause damage, interfere with or otherwise affect the availability of networks, network services, and network connectivity or information systems. Including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non- genuine traffic between and amongst networks.
- 4 Losses directly or indirectly caused or contributed to by;
 - a) the way in which any COMPUTER EQUIPMENT responds to or deals with or fails to respond to or deal with any true calendar date; and/or
 - b) COMPUTER EQUIPMENT responding to or dealing in any way with:
 - i. data denoting a calendar date or dates as if such data did not denote a calendar date or dates; and/or
 - ii. data not denoting a calendar date or dates as if such data denoted a calendar date or dates;whether such COMPUTER EQUIPMENT is YOUR PROPERTY or not.

For all insurances other than Public Liability, Products Liability or Legal Expenses this will not exclude subsequent DAMAGE (not otherwise excluded) which itself results from fire, aircraft, explosion, earthquake, escape of water, impact, riot or malicious persons, sprinkler leakage, subsidence and theft otherwise insured by this policy.

General Conditions

The following conditions apply to the whole of this policy including any cover extensions and endorsements unless otherwise stated:

Alteration in Risk

YOU will not be insured under this policy if:

- 1 YOUR interest ceases, except by will or operation of law; or
- 2 there is a change in circumstances, which alters the risk.

YOU are required to tell US of any change of circumstances that arise after the start of this insurance. If YOU are not sure whether a change in circumstances needs to be disclosed, YOU should disclose it.

Automatic Reinstatement

Provided that YOU pay any additional premium that WE require, the insurance by this policy will not be reduced by the amount of any loss unless:

- 1 either YOU or WE advise to the contrary; or
- 2 the applicable section of this policy specifically provides to the contrary.

Cancellation of the Policy

WE may cancel the policy by sending 14 days' written notice to YOUR last known address. YOU may cancel the policy by informing US in writing. Following cancellation WE may refund part of YOUR premium unless YOU have made a claim during the PERIOD OF INSURANCE.

Compliance with Terms

WE will not pay YOUR claim unless YOU and all other persons insured by this policy observe and comply with all the terms and conditions of this policy, whether contained in these General Conditions or elsewhere.

Duplicate Records

We will not pay YOUR claim for computer breakdown or book debts unless, throughout the PERIOD OF INSURANCE:

- 1 all YOUR data records are backed up at least once every 14 days and stored off site or in a fire proof cabinet;
- 2 adequate back up facilities are provided to ensure that all essential business information and software can be recovered following a breakdown; and
- 3 back up arrangements for individual systems are tested at least once a year.

Designation Clause

In determining the item under which PROPERTY is insured WE will accept the description given in YOUR business records.

Fraud and Misrepresentation

If YOU or anyone acting for YOU:

- 1 makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent declaration, statement or other device; and/or
- 2 intentionally misrepresents, misdescribes or withholds any material relevant to this insurance;

WE will not pay any part of YOUR claim or any other claim which YOU have made or which YOU may make under the policy and WE will have the right to:

- 1 avoid the policy without returning any premium that YOU have paid;
- 2 recover from YOU any amounts that WE have paid in respect of any claim, whether such claim was made before or after the fraudulent claim; and
- 3 refuse any other benefit under the policy.

Interested Parties

At YOUR request, WE agree to note any interest in the PROPERTY shown on YOUR schedule which YOU are required to include. In the event of DAMAGE occurring which results in a claim under this policy, YOU agree to disclose the nature and extent of such interest prior to the settlement of any claim.

Non- invalidation

No act, omission or alteration which is unknown to YOU or beyond YOUR control will invalidate this policy provided that YOU inform US of any increased risk as soon as YOU become aware of it.

Payment of Premium

- 1 If YOU pay the premium using OUR direct debit instalment scheme, WE have the right to renew this policy each year and continue to collect premiums using this method. WE may vary the terms of the policy (including the premium) at renewal. WE will not renew this policy, provided that YOU tell US before YOUR next renewal date that YOU do not want to renew.
- 2 Where WE refer in the policy to the payment of premiums, this will include payment by monthly instalments. If YOU pay by this method, this policy remains an annual contract. The date of payment and the amount of the instalments are governed by the terms of the credit agreement. If an instalment is not received by a due date then, subject to the Consumer Credit Act 1974 (if it applies), the credit agreement and this policy will be cancelled immediately, unless WE agree otherwise.

Personal Legal Representatives

If YOU die, WE will provide indemnity to YOUR personal legal representatives for any liability YOU had previously incurred under this policy, provided that the personal legal representatives keep to the terms and conditions of the policy.

Premium Adjustment

If YOUR premium is based on estimates that YOU have provided YOU agree that:

- 1 those estimates will be based upon reasonable and objective grounds according to established commercial standards; and
- 2 upon OUR request, YOU will provide within a reasonable time:
 - a) an updated estimate for the coming period of insurance; and/or
 - b) a declaration of any information as WE may require to adjust YOUR premium. Where YOU provide such a declaration YOU will pay any additional premium as may be required or WE will refund any premium to YOU subject to OUR retention of OUR normal minimum premium.

Reasonable Precautions

WE will not pay YOUR claim unless YOU have, throughout the PERIOD OF INSURANCE:

- 1 complied with all legal requirements and regulations imposed by any authority;
- 2 taken reasonable steps to prevent and minimise accidents, loss, injury and damage;
- 3 taken reasonable steps to protect PROPERTY and maintain it in a good state of repair;
- 4 taken reasonable care in the selection and supervision of EMPLOYEES;
- 5 kept books with a complete record of purchases and sales; and
- 6 employed a VET at YOUR own expense when an insured animal is injured or ill and treated that animal in accordance with the VET's recommendations.

Rights of Third Parties

Any person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999, or other subsequent legislation, to enforce the terms of this policy, but this does not affect any right or remedy of a third party which exists or is available apart from this Act.

Right to Survey

WE have the right to conduct a survey for the purposes of risk assessment or control of any PREMISES owned, operated or occupied by YOU in connection with YOUR BUSINESS.

Surveys, Risk Improvements and Additional Information

If YOUR schedule indicates that this policy has been issued subject to certain survey(s) being undertaken YOU will, within a reasonable time, allow US access to any location that WE may require to undertake those survey(s). If WE are unable to carry out a survey within a reasonable time WE may at OUR election avoid, cancel, suspend or alter the terms of this policy or increase the premium.

If YOUR schedule indicates that this policy has been issued subject to YOU implementing certain risk improvements or providing certain additional information:

- 1 the insurance granted by this policy will automatically cease following the expiry of any deadline indicated in YOUR schedule or any other deadline which WE may specify; or
- 2 if no deadline is indicated in YOUR schedule but YOU fail to implement the improvements or provide the information within a reasonable time WE may at OUR election avoid, cancel, suspend or alter the terms of the policy or increase the premium.

If any survey or additional information reveals factors that adversely influence OUR assessment of the risk WE may at OUR election avoid, cancel, suspend or alter the terms of this policy or increase the premium. WE will communicate any such actions to YOU in writing.

Claims Conditions

The following conditions apply to the whole of this policy including any cover extensions and endorsements unless otherwise stated:

Action by YOU

- 1 WE will not pay YOUR claim unless YOU:
 - a) tell US as soon as possible about anything that happens which may give rise to a claim and give US all the assistance that WE require;
 - b) tell US and the Police immediately and in any event within seven days if the DAMAGE arises from a criminal act, riot or malicious persons;
 - c) immediately send to US unanswered all communications from any third parties in relation to any event which may result in a claim under this policy;
 - d) supply, at YOUR own expense, details of the claim in writing including any supporting information or evidence that WE require;
 - e) take all reasonable action to minimise any loss and avoid further loss; and
 - f) provide US with full details of any parties which have a legal interest in the PROPERTY which is the subject of the claim.
- 2 WE will not pay YOUR claim if YOU admit, deny, negotiate or settle any claim without OUR prior consent.

OUR Rights

- 1 WE have the right to settle a claim by:
 - a) payment of money; and/or
 - b) reinstatement, replacement or repair of YOUR PROPERTY in a reasonable manner but not necessarily to its exact previous condition or appearance.
- 2 OUR maximum liability will be the sum insured or limit of indemnity shown on YOUR schedule unless otherwise stated.
- 3 WE are entitled to:
 - a) take the benefit of YOUR rights against another person before or after WE have paid a claim; and/or
 - b) take over the defence or settlement of a claim; and YOU will give US all reasonable assistance.WE will not use this right to enforce or pursue a settlement against:
 - a) any company which is YOUR parent or subsidiary; or
 - b) any company which is a subsidiary of a parent of which YOU are also a subsidiary.For the purpose of this Claims Condition, 'subsidiary' will have the meaning given to it by section 1159 of the Companies Act 2006 or any subsequent amendments to that provision.
- 4 WE will have sole control of all claims procedures and settlements for all claims made against YOU.
- 5 WE may free OURSELVES from any further liability by paying to YOU:
 - a) the limit of indemnity;
 - b) the sum insured; or
 - c) any smaller amount for which the claim can be settled;after deducting any payments already made. WE will pay legal costs that have been incurred with OUR prior consent up to the date of such payment.

Claims Control

If WE are paying a claim for INJURY or DAMAGE:

- 1 WE are entitled to the value of any salvage;
- 2 WE have the right to enter the PREMISES in which the DAMAGE occurred and to take possession of the DAMAGED PROPERTY;
- 3 YOU are required to retain without alteration or repair all PROPERTY connected with the DAMAGE or INJURY, unless WE tell YOU otherwise, or such action is prohibited by legislation;
- 4 YOU are required to inform US at least 24 hours before disposing of any carcase (other than disposal following death by anthrax or slaughter under any official scheme rules relating to the eradication of a specific disease); and
- 5 YOU are not to abandon PROPERTY to US whether WE have taken possession of it or not.

Arbitration

Where WE have accepted a claim but there is disagreement over the amount to be paid, the dispute will be referred to an arbitrator, appointed in accordance with section 16 of the Arbitration Act 1996. YOU may not take any legal action against US until the arbitrator has reached a decision.

Contribution

If there is another policy covering the same PROPERTY or liability, WE will be liable only for OUR proportionate share. If such other policy has a provision which prevents it from contributing in a like manner, the most WE will pay will be any amount in excess of that which would have been payable under the other policy had this policy not been in force.

Subrogation

YOU and any other person entitled to the benefit of this policy will take all necessary steps to preserve and/or enforce rights against any other party before or after WE make any payment.

Perils

YOUR schedule will show which of the following perils are insured by each section.

Fire

- 1 Fire excluding DAMAGE arising from:
 - a) explosion resulting from fire;
 - b) earthquake or subterranean fire;
 - c) its own spontaneous fermentation or self- heating of PROPERTY or its undergoing any heating process or any process involving the application of heat; and/or
 - d) electrical plant or appliances:
 - i. over- running;
 - ii. short- circuiting; and/or
 - iii. self- heating;but this will not exclude DAMAGE arising from the spread of fire to other plant or appliances or other PROPERTY;
- 2 Lightning;
- 3 Explosion:
 - a) of gas; and/or
 - b) of boilers;used for domestic purposes only but excluding DAMAGE arising from earthquake or subterranean fire.
- 4 Escape of fertiliser from any storage tank at the PREMISES;
- 5 Escape of oil from a fixed heating installation or connected apparatus;
- 6 Falling television or radio aerials or aerial fittings or masts; and/or
- 7 Falling trees or parts of trees, but excluding:
 - a) DAMAGE caused during a felling or lopping operation;
 - b) DAMAGE caused to fences, gates or hedges; and/or
 - c) the cost of removing fallen trees, unless they have given rise to a valid claim.

Aircraft

Aircraft or other aerial devices or articles dropped from them.

Bulk Milk Tank Breakdown

Breakdown or failure to function of machinery or plant used for bulk milk tank storage due to DAMAGE to any of its components (including electrical burn- out) occurring during normal use.

Computer Breakdown

Breakage, distortion or burn- out of COMPUTER EQUIPMENT while in normal use which arises from their mechanical or electronic failure resulting in sudden stoppage. Where YOUR schedule shows computer breakdown operative under Business Interruption cover, the following will also be INSURED PERILS:

- 1 failure of the electrical supply at the terminal point of the supply undertakings feed to the PREMISES from any cause not excluded by this section;
- 2 failure of any telecommunications system linked to COMPUTER EQUIPMENT; and
- 3 erasure, destruction, corruption or distortion of COMPUTER EQUIPMENT.

WE will not pay for DAMAGE arising from intentional overloading or experiments involving the imposition of abnormal conditions.

Earthquake

Earthquake or subterranean fire.

Escape of Water

Escape of water from any tank, apparatus or pipe, excluding DAMAGE arising from water discharged from or leaking from any automatic sprinkler installation in the PREMISES.

Explosion

Explosion excluding DAMAGE:

- 1 arising from or consisting of the bursting by steam pressure of any boiler (other than a boiler used for domestic purposes), economiser or other vessel, machine or apparatus belonging to YOU or under YOUR control in which internal pressure is due to steam only; and/or
- 2 to any vessel, machinery or apparatus, or its contents, belonging to YOU or under YOUR control, which requires to be inspected to comply with any statutory regulations, unless there is in force a policy of insurance or other contract providing all inspection required by law. This exclusion will not apply to any subsequent DAMAGE which arises from a cause which is not otherwise excluded.

Flood

Flood excluding DAMAGE:

- 1 arising from storm, frost, subsidence, ground heave, landslip or escape of water from any tank, apparatus or pipe;
- 2 arising from a change in the water table level;
- 3 to fences, gates, hedges or movable PROPERTY in the open;
- 4 to growing crops:
 - a) in the open;
 - b) under polythene covered structures which have been de- skinned or where the covering or part of the covering has been rolled up; and/or
 - c) growing crops under frames, cloches or Dutch, English or pit lights.
- 5 to Spanish tunnels, temporary, portable or mobile tunnels or CONTENTS or STOCK in any of them, unless shown on YOUR schedule as insured;
- 6 to polythene covered structures or CONTENTS or STOCK therein, unless the polythene covering has been maintained in good condition, correctly tensioned and securely attached to the structure; and/or
- 7 to plastic or polythene- covered structures, in respect of Business Interruption cover only, unless both the structure and the covering are insured under the Property section.

Impact

Impact by any vehicle or animal, excluding DAMAGE:

- 1 arising from theft or attempted theft;
- 2
 - a) to growing crops in the open; and/or
 - b) to animals;caused by any animal belonging to YOU or under the control of YOU or any EMPLOYEE.

Machinery Breakdown

Breakdown or failure of machinery or plant on the PREMISES arising from DAMAGE to any of its components (including electrical burn- out) occurring during normal use but excluding DAMAGE to:

- 1 office machinery, computers and other data processing equipment;
- 2 tools, dies and moulds; and/or
- 3 plant and machinery which is:
 - a) a prototype or experimental or otherwise not proven under normal operating conditions; and/or
 - b) more than 15 years old unless on the happening of DAMAGE the necessary parts to repair the plant and machinery are either held by YOU or are obtainable from the manufacturer or the agents or factors of the manufacturer at listed prices.

Riot or Malicious Persons

Riot, civil commotion, strikers, locked- out workers, persons taking part in labour disturbances and malicious persons, excluding DAMAGE arising from:

- 1 cessation of work; and/or
- 2 theft or attempted theft.

Sprinkler Leakage

Accidental escape of water from any fixed automatic sprinkler installation within the BUILDINGS, excluding DAMAGE arising from:

- 1 explosion, earthquake, subterranean fire or heat arising from fire; and/or
- 2 the repair, alteration or extension of the BUILDINGS or sprinkler installation.

Storm

Storm, hail and weight of snow excluding DAMAGE:

- 1 arising from frost, subsidence, ground heave, landslip or escape of water from any tank, apparatus or pipe;
- 2 arising from:
 - a) escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam; and/or
 - b) inundation from the sea;whether resulting from storm or otherwise;
- 3 arising from a change in the water table level;
- 4 to fences, gates, hedges or movable PROPERTY in the open.
- 5 to growing crops:
 - a) in the open;
 - b) under polythene covered structures which have been de- skinned or where the covering or part of the covering has been rolled up; and/or
 - c) under frames, cloches or Dutch, English or pit lights;
- 6 to Spanish tunnels, temporary, portable or mobile tunnels or CONTENTS or STOCK in of any of them, unless shown on YOUR schedule as insured;
- 7 BUILDINGS or glasshouses not in a good state of repair;
- 8 to polythene covered structures or CONTENTS or STOCK therein, unless the polythene covering has been maintained in good condition, correctly tensioned and securely attached to the structure; and/or
- 9 to plastic or polythene- covered structures, in respect of Business Interruption cover only, unless both the structure and the covering are insured under the Property section.

Straying

Violent, external and visible accident or poisoning or drowning:

- 1 while on any public thoroughfare, sale yard, market or agricultural showground, or while straying from any of these locations; and
 - 2 arising from livestock straying from their normal confines immediately prior to the loss;
- excluding:
- 1 losses while in, on, being loaded onto or being unloaded from a vehicle or trailer; and/or
 - 2 worrying.

Subsidence

Subsidence, ground heave or landslip, excluding DAMAGE:

- 1 arising from the movement or settlement of made- up ground;
- 2 arising from coastal or river erosion;
- 3 arising from defective design, workmanship or the use of defective materials;
- 4 arising from normal settlement or bedding down of structures within two years of their completion or during the contract maintenance period, whichever is the longer;
- 5 arising from any building, demolition or excavation works being carried out on any adjoining site unless WE are aware of and have confirmed acceptance of such work;
- 6 to land, yards, car parks, roads, pavements, landlord's fixtures and fittings, security lighting and cameras, walls, gates, fences, fixed fuel oil tanks and fixed diesel tanks at the PREMISES unless also affecting a BUILDING insured by this policy;
- 7 to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of the BUILDINGS suffer DAMAGE at the same time and from the same cause; and/or
- 8 while the BUILDINGS or any part of them are in the course of erection, demolition, structural alteration or structural repair.

Theft

Where this peril applies to:

- 1 BUILDINGS;
- 2 Contractors All Risks; or
- 3 any other item where YOUR schedule shows the location as "United Kingdom", "European Union" or "Worldwide":

Theft or attempted theft excluding DAMAGE by or in collusion with an EMPLOYEE or person lawfully on the PREMISES.

Where this peril applies to any item other than BUILDINGS and YOUR schedule shows the location as "This premises only" or "All insured premises":

Theft or attempted theft:

- 1 involving forcible and violent entry to or exit from the BUILDINGS; and/or
 - 2 following assault or violence or the threat of assault or violence to YOU or any EMPLOYEE;
- excluding:
- 1 DAMAGE arising from collusion with an EMPLOYEE or person lawfully on the PREMISES; and/or
 - 2 PROPERTY in the open or in open- fronted or open- sided BUILDINGS unless shown on YOUR schedule as insured.

Worrying

Worrying by dogs not belonging to YOU, or wild animals.

Accidental Damage

DAMAGE from any other cause excluding:

- 1 DAMAGE arising from:
 - a) fire, explosion, aircraft, riot or malicious persons, earthquake, storm, flood, escape of water, impact, sprinkler leakage, subsidence, theft, computer breakdown, machinery breakdown, bulk milk tank breakdown, poultry breakdown, poultry - any violent, accidental and visible cause, poultry - heat stress, straying or worrying or any of the exclusions to these perils whether insured by this policy or not;
 - b) inherent vice, latent defect, gradual deterioration, frost, wear and tear, faulty or defective design or materials, other than subsequent DAMAGE which arises from a cause not otherwise excluded;
 - c) faulty or defective workmanship by YOU or any EMPLOYEES;
 - d) operational error or omission by YOU or any EMPLOYEES;
 - e) rust, corrosion, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, wet or dry rot, fungus, mould and spores of any type, vermin or insects;
 - f) change in temperature, colour, flavour, texture or finish;
 - g) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping connected to them;
 - h) mechanical or electrical breakdown or derangement of any machine, apparatus or equipment other than subsequent DAMAGE which results from a cause which is not otherwise excluded;
 - i) escape of flue gases or fumes;
 - j) the deliberate act of a supplier withholding the supply of water, gas, electricity or fuel;
 - k) POLLUTION, other than DAMAGE which results from a cause not otherwise excluded;
 - l) disappearance, unexplained inventory shortage or the misfiling or misplacing of information; and/or
 - m) the failure of seeds to germinate.
- 2 DAMAGE to:
 - a) any BUILDING or structure arising from its own collapse or cracking, but WE will not exclude subsequent DAMAGE which results from a cause which is not otherwise excluded;
 - b) gates, fences and moveable PROPERTY in the open arising from wind, rain, hail, sleet, snow or dust;
 - c) PROPERTY arising from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, repair or its use as a tool;
 - d) jewellery, precious stones or metals, bullion, furs, curiosities, works of art or rare books;
 - e) glass and sanitary ware (other than fixed glass and sanitary ware), china, earthenware, marble or other fragile or brittle objects;
 - f) MONEY and MONETARY DOCUMENTS or securities of any description;
 - g) vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives and rolling stock, watercraft or aircraft, any property while in, on, being loaded onto or being unloaded from any of them;
 - h) PROPERTY or structures in the course of construction or erection and materials or supplies in connection with such PROPERTY or structures;
 - i) land, roads, pavements, piers, jetties, bridges, culverts or excavations; and/or
 - j) livestock, growing crops or trees;unless specifically shown as insured on YOUR schedule.

Poultry - Breakdown

- 1 Breakdown or failure of machinery or plant on the PREMISES, excluding DAMAGE to machinery or plant arising from:
 - a) its own mechanical or electrical breakdown;
 - b) explosion due to internal fluid (including steam, gas or air) pressure;
 - c) wear and tear and gradual deterioration; and/or
 - d) gradually developing defects, flaws, deformation, distortion, cracks or partial fractures.
- but not loss resulting from such breakdown or failure; and
- 2 Failure of the public supply of electricity, gas or water other than arising from the deliberate act of the supply undertaking, except where the action is taken for the purpose of public safety or to avoid DAMAGE to the supply undertaking.

Poultry - Heat Stress

Heat stress other than where the stocking density at the time of the DAMAGE exceeds the levels stipulated in the relevant welfare codes.

Poultry - any Violent, Accidental and Visible Cause

Any violent, accidental and visible cause, excluding DAMAGE arising from:

- 1 fire, explosion, aircraft, riot or malicious persons, earthquake, storm, flood, subsidence, impact, theft, poultry breakdown and poultry - heat stress and any of the exclusions to these perils as above, whether insured by this policy or not;
- 2 cannibalism, disease or poisoning;
- 3 wear, tear and gradual deterioration, wet or dry rot, fungus, mould and spores of any type;
- 4 cracks or partial fractures in buildings or machinery or plant;
- 5 cessation of work;
- 6 inadequacy of heating, ventilation, food or drink;
- 7 the process of collecting poultry prior to despatch from the PREMISES; and/or
- 8 any animal belonging to YOU.

Property

Please refer to YOUR schedule to see if this is operative

Definition

GEOGRAPHICAL LIMITS

United Kingdom, the Channel Islands and the Isle of Man.

The Cover

WE will pay for DAMAGE arising from an INSURED PERIL during the PERIOD OF INSURANCE to PROPERTY shown on YOUR schedule.

Provided that the DAMAGE occurs at the location shown on YOUR schedule for such PROPERTY.

The most WE will pay during the PERIOD OF INSURANCE is:

- 1 the sum insured shown on YOUR schedule for the PROPERTY; or
- 2 any other maximum amount payable or limit shown on YOUR schedule, whichever is less.

Cover Extensions

These cover extensions will apply only where the loss arises during the PERIOD OF INSURANCE but only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

Accidental Breakage of Fixed Glass

WE will pay for accidental breakage of:

- 1 fixed glass in windows, doors, showcases, counters and shelves; and/or
- 2 fixed sanitary ware;

for which YOU are responsible in the PREMISES.

WE will also pay for:

- 1 the cost of boarding up and providing a temporary door until the broken glass is replaced;
- 2 DAMAGE to CONTENTS or STOCK shown on YOUR schedule and arising from broken glass;
- 3 DAMAGE to frames or framework of any description and the cost of removing and replacing CONTENTS or STOCK shown on YOUR schedule which may have to be removed in order to replace the glass; and
- 4 replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on the glass.

WE will not pay for DAMAGE:

- 1 to cracked or scratched glass; or
- 2 resulting from repairs or alterations to the PREMISES.

In the event of broken glass YOU can call Solaglas free at any time on **0800 474747**. Please provide YOUR name, address and policy number. They will arrange for replacement at a convenient time for YOU and bill US direct so that YOU only have to pay the EXCESS and any value added tax.

Alterations and Additions

WE will pay for DAMAGE arising from an INSURED PERIL to:

- 1 newly acquired BUILDINGS or CONTENTS; and
- 2 alterations, additions and improvements to BUILDINGS or CONTENTS; within the GEOGRAPHICAL LIMITS at any of the PREMISES shown on YOUR schedule and which are not otherwise insured.

YOU are required to tell US as soon as possible, but in any event within 90 days, of any acquisition, alteration, addition or improvement and increase YOUR insurance cover with US. Cover under this extension will apply for a maximum period of 90 days after the relevant acquisition, alteration, addition or improvement is made.

WE will not pay for appreciation in value.

The most WE will pay is 10% of the total of the sums insured shown on YOUR schedule for YOUR BUILDINGS or CONTENTS and is subject to a maximum overall limit of £500,000 for any one loss. This cover is in addition to the sum insured.

Asbestos Removal

If WE pay for DAMAGE to BUILDINGS WE will also pay costs for which YOU are responsible to remove any asbestos waste or PROPERTY contaminated by it.

The most WE will pay for any one loss is shown on YOUR schedule.

Change of Temperature

WE will pay for DAMAGE to PROPERTY shown on YOUR schedule arising from change of temperature resulting from destruction or disablement of refrigerating, electrical or conditioning plant or apparatus arising from an INSURED PERIL.

Computer Additional Costs

WE will pay necessary and reasonable costs (including overtime working) to effect a temporary repair or to expedite the permanent repair of DAMAGE to any computer for which WE are paying a claim under this section.

The most WE will pay for any one loss is £1,500.

Contract Price

If goods sold but not yet delivered to a customer for which YOU remain responsible suffer DAMAGE by an INSURED PERIL and the customer lawfully cancels the contract, WE will pay the price that would have been payable under the contract.

Customers' Goods

Unless otherwise shown on YOUR schedule, customers' goods are included as STOCK, if YOU are responsible for DAMAGE to them and they are not more specifically insured.

Damage to Buildings

Where theft is an INSURED PERIL, WE will pay for DAMAGE to BUILDINGS for which YOU are responsible arising from theft or attempted theft.

WE will not pay for:

- 1 theft of the BUILDINGS or any part of them or of landlord's fixtures and fittings; and/or
- 2 DAMAGE to the glass or the cost of boarding up if such DAMAGE or cost is otherwise insured.

Damage to Underground Services

WE will pay for DAMAGE to underground pipes, cables or tanks servicing BUILDINGS shown on YOUR schedule.

Debris Removal Costs

WE will pay necessary and reasonable costs incurred in:

- 1 removing debris;
- 2 dismantling or demolishing; or
- 3 shoring or propping up;

following DAMAGE arising from an INSURED PERIL to PROPERTY shown on YOUR schedule.

WE will not pay for costs incurred in removing debris other than from the PREMISES themselves and the area immediately adjacent to them.

Drains and Gutters

WE will pay necessary and reasonable costs to clean and clear drains, sewers or gutters for which YOU are responsible following DAMAGE arising from an INSURED PERIL to PROPERTY shown on YOUR schedule.

European Union and Public Authorities

WE will pay the additional cost of reinstating or restoring PROPERTY shown on YOUR schedule which is incurred solely to comply with the minimum requirements of any European Union legislation, Act of Parliament or bye-laws of any public authority provided that:

- 1 such requirements were in force at the start of the PERIOD OF INSURANCE; and
- 2 the obligation to comply with the requirements is the direct result of DAMAGE arising from an INSURED PERIL to the PROPERTY shown on YOUR schedule.

WE will not pay for:

- 1 the cost of complying with any requirement:
 - a) in connection with DAMAGE not insured by this section;
 - b) in connection with DAMAGE which occurred before the PERIOD OF INSURANCE;
 - c) which had been notified to YOU before the DAMAGE occurred;
 - d) which had to be implemented within a fixed period in any event had the DAMAGE not occurred; and/or
 - e) which YOU would have been required to comply with in any event had the DAMAGE not occurred.
- 2 the cost of repairing or restoring PROPERTY or parts of the PROPERTY, other than foundations, which have not suffered DAMAGE.
- 3 loss or expense in connection with an application for, granting, enforcement or refusal of planning permission.
- 4 any charge or assessment arising out of capital appreciation arising from compliance with the stipulations.

Fire Extinguishment Costs

WE will pay the following costs which are the direct result of DAMAGE arising from an INSURED PERIL to PROPERTY shown on YOUR schedule:

- 1 refilling fire extinguishing appliances;
- 2 recharging halon gas and CO² flooding systems;
- 3 replacing used sprinkler heads;
- 4 refilling sprinkler tanks where water costs are metered; and
- 5 resetting fire and intruder alarm systems.

Fuel Spillage Clean-up Costs

WE will pay the costs of removing spilt fuel from YOUR land following accidental escape of fuel arising from an INSURED PERIL.

The most WE will pay for any one loss is £25,000. This is in addition to the sum insured.

Landscaped Grounds

If as a result of DAMAGE arising from an INSURED PERIL to PROPERTY shown on YOUR schedule, the emergency services DAMAGE landscaped grounds at the PREMISES for which YOU are legally responsible WE will pay the reasonable costs and expenses of repairing or reinstating those grounds.

WE will not pay for the failure of seeds to germinate, or of trees, shrubs or turf to become established following planting or replanting.

The most WE will pay for any one loss is £25,000.

Loss of Metered Water

If metered water is lost as a direct result of DAMAGE arising from an INSURED PERIL to any fixed water pipe, apparatus and/or tank insured by this section WE will pay the additional charges imposed on YOU by the water supply authority for such loss.

The most WE will pay for any one loss is £10,000. This is in addition to the sum insured.

Mortgagees

The act or neglect of any mortgagor, leaseholder, lessee or occupier of YOUR BUILDINGS which increases the risk of DAMAGE, will not prejudice the interest of a mortgagee, freeholder or lessor in the insurance, provided they advise US on becoming aware of such neglect and pay any additional premium required.

Professional Fees

WE will pay necessary and reasonable architects', surveyors', consulting engineers', legal and other fees which YOU incur in repairing or reinstating PROPERTY shown on YOUR schedule but not for preparing any claim.

Property Temporarily Removed

WE will pay for DAMAGE, arising from an INSURED PERIL, to CONTENTS or STOCK shown on YOUR schedule while temporarily removed from the PREMISES:

- 1 for alteration, cleaning or repair; or
- 2 to a trade exhibition;

within the GEOGRAPHICAL LIMITS. Cover under this extension will apply for no more than 21 consecutive days following removal of the items from the PREMISES.

WE will not pay for personal effects of YOU or any EMPLOYEE.

The most WE will pay is 10% of the sum insured on YOUR CONTENTS or STOCK at their usual PREMISES but not exceeding £50,000 for any one loss.

Re- erection of Contents

WE will pay the necessary and reasonable costs of dismantling, re- erecting and/or re- fitting CONTENTS shown on YOUR schedule which are incurred as a direct result of DAMAGE arising from an INSURED PERIL.

Reinstatement of Data

WE will pay costs for which YOU are responsible to reinstate computer data or programmes which arise from;

- 1 DAMAGE to COMPUTER EQUIPMENT for which WE have agreed to pay.
- 2 accidental or malicious erasure where Computer Breakdown is an INSURED PERIL.

The most WE will pay for any one loss is £10,000.

Rent

If YOUR schedule includes a sum insured for rent, WE will pay any rent which YOU are legally obliged to pay while YOUR BUILDING or part of YOUR BUILDING is unfit for occupation as a result of DAMAGE arising from an INSURED PERIL.

WE will not pay more than the proportion of the sum insured that the period necessary for reinstatement bears to the term of rent insured.

Selling Your Buildings

If, at the time of DAMAGE to YOUR BUILDINGS by an INSURED PERIL, YOU have entered a binding contract to sell YOUR BUILDINGS to a third party purchaser but the sale has not yet completed, WE will pay any indemnity to which YOU would otherwise have been entitled to the purchaser.

Theft of Keys

WE will pay for the replacement of locks following theft of the keys to YOUR BUILDINGS, any safe, strong room or intruder alarm system.

The most WE will pay for any one loss is £2,500.

Trace and Access

WE will pay necessary and reasonable costs incurred with OUR prior consent to locate the source of:

- 1 water escaping from any fixed tank, pipe or apparatus; or
- 2 oil escaping from any heating system;

and making good the DAMAGE arising from the search for which YOU are responsible.

The most WE will pay for any one loss is £5,000. This is in addition to the sum insured.

Unauthorised Use of Gas, Water or Electricity

WE will pay the costs for which YOU are responsible for gas, water or electricity arising from their unauthorised use by persons occupying the PREMISES without YOUR permission provided that YOU take all practical steps to end the unauthorised use as soon as it is discovered.

The most WE will pay for any one loss is £10,000. This is in addition to the sum insured.

Workmen

YOUR rights and the cover provided under this section will not be prejudiced by the presence of workmen invited onto the PREMISES for the purpose of effecting any minor repairs, additions, alterations, decorations or remedial works.

Exclusions

WE will not pay for any:

- 1 DAMAGE arising from POLLUTION, except (unless otherwise excluded) for DAMAGE to PROPERTY shown on YOUR schedule arising from:
 - a) POLLUTION resulting from an INSURED PERIL; and/or
 - b) an INSURED PERIL which results from POLLUTION.
- 2 DAMAGE that does not result directly from the incident that caused YOU to claim, unless more specifically stated in this section.
- 3 DAMAGE to CONTENTS or STOCK for which YOUR schedule shows cover applies outside the PREMISES arising from theft or any attempted theft from an unattended vehicle unless securely locked at all points of access.
- 4 EXCESS shown on YOUR schedule.

Special Conditions**Declared Value**

At the inception of each PERIOD OF INSURANCE, YOU will notify US in writing of the DECLARED VALUE of each item insured as BUILDINGS or CONTENTS. In the absence of this, the DECLARED VALUE will be the last value declared by YOU, adjusted to reflect any index linking which may apply.

Index Linking

WE will automatically adjust the sums insured and/or DECLARED VALUES for YOUR BUILDINGS, CONTENTS and STOCK in line with changes in suitable indices of cost. This adjustment will continue after any insured DAMAGE provided that the work of repair or reinstatement is done without delay.

WE will not charge any extra premium during the PERIOD OF INSURANCE but at the end of the period WE will calculate the renewal premium on the revised sums insured and/or DECLARED VALUES.

Unoccupied Premises

When a BUILDING or part of a BUILDING becomes unoccupied, untenanted or has not been actively used for a period of more than 30 days:

- 1 YOU will notify US immediately;
- 2 WE will not pay for DAMAGE arising from Escape of Water, Malicious Persons (other than DAMAGE by Fire) or Theft; and/or

- 3 WE will not pay YOUR claim unless at the time when any DAMAGE first occurs YOU have complied with the following conditions, unless otherwise specifically agreed by US:
- a) all electricity (except as necessary to maintain security systems), gas and water mains supplies are turned off at the point of entry to the BUILDING;
 - b) all outside doors are kept securely locked, all letterboxes and openings sealed and all windows closed and secured so as to prevent unauthorised entry to the BUILDING;
 - c) the BUILDING is maintained in a good state of repair;
 - d) all waste, combustible materials and gas bottles are removed from within or outside the BUILDING;
 - e) weekly visits are carried out by YOU, or an adult authorised by YOU, in order to check the PREMISES both internally and externally and to remedy any defects found. A log of visits should be kept including a record of any defects found and action taken and be available for inspection when requested by US; and
 - f) YOU will advise US if the BUILDING is to be occupied by contractors for renovation, alteration or conversion of the BUILDING or if the BUILDING becomes occupied, tenanted or actively used.

When YOU notify US that a BUILDING is unoccupied WE may at OUR option cancel, suspend or alter the terms of the policy and/or increase the premium.

Underinsurance

If, at the time of DAMAGE:

- 1 the sum insured on STOCK is less than the full cost of repair or replacement; and/or
- 2 the DECLARED VALUE for PROPERTY other than STOCK is less than the cost of reinstatement at the start of the PERIOD OF INSURANCE;

OUR liability for YOUR claim will be proportionately reduced.

Warranties

NOTE: The warranties set out below are particularly important to US. If YOU fail to comply with any of them, the cover under the policy will automatically and immediately cease if YOUR failure causes or contributes towards an insured loss.

YOU warrant that:

- 1 where Theft is shown on YOUR schedule:
 - a) security protections are put into full and effective operation; and
 - b) external door keys are removed from the PREMISES; whenever the PREMISES are closed for business or left unattended; and
 - c) when not in use, the keys to any safe or strong room are removed from the PREMISES or kept with YOU or an authorised EMPLOYEE.
- 2 for trade waste and other waste materials:
 - a) all oily and greasy waste are stored in closed metal receptacles or removed from the PREMISES at the end of each working day; and
 - b) all other combustible waste is:
 - i. swept up each day and deposited in bags or bins; and
 - ii. removed from the PREMISES at least once every week.
- 3 where Storm or Flood are INSURED PERILS, STOCK in basements or cellars is stored on shelves, racks or stillages at least 10 centimetres above floor level.
- 4 all fire extinguishing appliances are maintained in proper working order.
- 5 all fire break doors and shutters are maintained in efficient working order and kept closed or the protection system activated except during working hours.
- 6 where Computer Breakdown is an INSURED PERIL YOU have a maintenance agreement, providing on call remedial maintenance including free repair or replacement in the event of breakdown arising from normal use of any COMPUTER EQUIPMENT which is more than five years old at the start of the PERIOD OF INSURANCE.

Settling Claims

In the event of insured DAMAGE to YOUR PROPERTY WE will at OUR option:

- 1 reinstate the DAMAGED PROPERTY by:
 - a) rebuilding or replacing it:
 - i. in any suitable manner; or
 - ii. on another site;provided that the amount WE pay is not increased beyond what WE would have paid otherwise; or
 - b) repairing or restoring it to a condition equivalent to but not better or more extensive than when new; or
- 2 pay the cost of reinstatement of the DAMAGED PROPERTY, calculated as follows:
 - a) where the PROPERTY is lost or destroyed, the cost of rebuilding or replacing the PROPERTY; or
 - b) where the PROPERTY or part of the PROPERTY is DAMAGED, the cost of repairing and restoring the PROPERTY or the DAMAGED part of the PROPERTY; to a condition equivalent to but not better or more extensive than when new.

WE will not reinstate or pay the cost of reinstatement:

- 1 unless reinstatement commences and proceeds without unreasonable delay;
- 2 until the cost of reinstatement has actually been incurred and YOU have produced satisfactory invoices in support of the claim;
- 3 where the DAMAGE is insured by any other insurance effected by YOU or on YOUR behalf which is not on the same basis of reinstatement; and/or
- 4 for DAMAGE to STOCK.

If WE do not reinstate the PROPERTY or pay the cost of reinstatement WE will pay:

- 1 the cost of repairing the PROPERTY or any DAMAGED part of it to a condition equivalent to but not better than its condition immediately before the DAMAGE occurred; or
 - 2 the difference between the market value of the DAMAGED PROPERTY immediately before the DAMAGE and its market value as a direct result of the DAMAGE;
- whichever is lower.

WE will not pay more than the sum insured which would have been payable had the DAMAGED PROPERTY been completely destroyed.

Money & Malicious Attack

Please refer to YOUR schedule to see if this is operative

Definitions

BODILY INJURY

Bodily injury arising from violent and visible means which directly results in death or disability.

BUSINESS HOURS

Any time when YOU or any EMPLOYEE with responsibility for MONEY are at the PREMISES for the purpose of YOUR BUSINESS.

GEOGRAPHICAL LIMITS

United Kingdom, the Channel Islands and the Isle of Man.

IN TRANSIT

In transit while in the custody of:

- 1 YOU or any EMPLOYEE;
- 2 a bank night safe and while at the bank until becoming the responsibility of the bank.

LOSS OF LIMBS, SIGHT, SPEECH OR HEARING

Total and permanent loss of:

- 1 or loss of use of one or more hands or feet;
- 2 sight in one or both eyes;
- 3 speech; or
- 4 hearing in both ears.

PARTIAL DISABILITY

A disability which prevents YOU or any EMPLOYEE from performing most of their occupation.

TOTAL DISABILITY

A disability which totally prevents YOU or any EMPLOYEE from performing all of their occupation.

The Cover

Money

WE will pay for DAMAGE to MONEY or MONETARY DOCUMENTS within the GEOGRAPHICAL LIMITS during the PERIOD OF INSURANCE.

WE will also pay for DAMAGE arising from theft or attempted theft to:

- 1 safes, strong rooms, tills, cash registers or franking machines which normally contain MONEY; and/or
- 2 any case, bag or waistcoat being used for carrying MONEY.

The most WE will pay for any one item is the limit shown on YOUR schedule.

Malicious Attack

WE will pay the benefits shown on YOUR schedule if YOU or any EMPLOYEE sustain BODILY INJURY as a result of a violent assault in the course of YOUR BUSINESS, provided that:

- 1 YOU or any EMPLOYEE are aged between 16 and 70 years.
- 2 WE will only pay a benefit if death or disability occurs within 104 weeks of the date the BODILY INJURY was originally caused.
- 3 if WE pay for death, LOSS OF LIMBS, SIGHT, SPEECH OR HEARING or permanent TOTAL DISABILITY WE will no longer make any payment for temporary TOTAL DISABILITY or temporary PARTIAL DISABILITY.
- 4 payment for temporary TOTAL DISABILITY will be paid at the end of each consecutive four week period of disability.
- 5 for the benefit for temporary TOTAL DISABILITY, the most WE will pay will not exceed 75% of YOU or any EMPLOYEE average weekly earnings before tax.

The most WE will pay for any one benefit is the limit shown on YOUR schedule.

Cover Extensions

These cover extensions will apply only where the loss arises during the PERIOD OF INSURANCE but only where there is no other more specific insurance in force under this or any other policy.

All cover extensions and endorsements will be subject to the limits, conditions and exclusions of this section and to the general definitions, conditions, exclusions and claims conditions of the policy unless otherwise stated.

Damage to Personal Effects

WE will pay for DAMAGE to personal effects or personal money belonging to YOU or any EMPLOYEE as a result of malicious attack insured by this section.

The most WE will pay for any one person is:

- 1 £100 for personal money; or
- 2 £500 in total.

Professional Counselling Following Malicious Attack

WE will at OUR option pay for professional counselling to help YOU or any EMPLOYEE recover from emotional stress resulting from a malicious attack insured by this section.

The most WE will pay is £1,000 per person but not more than £5,000 for all counselling arising from any one incident.

Exclusions

WE will not pay for:

- 1 loss of MONEY or MONETARY DOCUMENTS from a vehicle which is left unattended or is not under observation in order to prevent any attempt by any person to interfere with the vehicle.
- 2 DAMAGE arising from:
 - a) the dishonest act of any EMPLOYEE:
 - i. not discovered within seven days of the occurrence; and/or
 - ii. where more specifically insured;
 - b) clerical or accounting errors; and/or
 - c) MONEY in the possession of cash agents or door to door or debt collectors.
- 3 losses arising from forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer.
- 4 losses arising from payment methods which prove to be counterfeit, false, invalid, irrecoverable or uncollectible for any reason.
- 5 losses that are not directly associated with the incident that caused YOU to claim, unless more specifically stated in this section.
- 6 death or disablement resulting from or contributed to by an insured person suffering from a pre- existing physical or mental defect of infirmity.
- 7 DAMAGE more specifically insured.

Special Condition

Medical Evidence

- 1 WE will pay for:
 - a) an INSURED PERSON to have a medical examination; or
 - b) a post mortem to be completed;if required by US.

- 2 YOU or YOUR personal legal representative will supply to US and pay for any:
 - a) certificate;
 - b) information; or
 - c) evidence;in the format WE require.

Warranties

NOTE: The warranties set out below are particularly important to US. If YOU fail to comply with any of them, the cover under the policy will automatically and immediately cease if YOUR failure causes or contributes towards an insured loss.

YOU warrant that:

- 1 all security protections are put into full and effective operation whenever the PREMISES are closed for business or left unattended.
- 2 door keys are removed from the PREMISES outside of BUSINESS HOURS and, other than when in use, any safe or strong room is locked and the keys removed from the PREMISES or kept with YOU or an authorised EMPLOYEE.
- 3 YOU keep a complete record of MONEY and MONETARY DOCUMENTS in a secure place other than a safe or strong room containing MONEY.
- 4 where MONEY insured by this section is IN TRANSIT and exceeds:
 - a) £5,000, it will be accompanied by at least 2 adults;
 - b) £7,500, it will be accompanied by at least 3 adults; or
 - c) £10,000, it will be transported by a professional security or specialist cash- carrying company.

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.

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NFU Mutual is The National Farmers Union Mutual Insurance Society Limited (No. 111982). Registered in England. Registered Office: Tiddington Road, Stratford upon Avon, Warwickshire CV37 7BJ. Authorised and regulated by the Financial Services Authority. A member of the Association of British Insurers.

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