

**Commercial
Vehicle
Policy**

Thank you for choosing


taking care of tomorrow

Jersey

M J Touzel (Insurance Brokers) Ltd
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Guernsey

The Islands' Insurance Brokers Ltd
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Jersey M J Touzel (Insurance Brokers) Ltd is regulated by the Jersey Financial Services Commission (JFSC) under the Financial Services (Jersey) Law 1998 for General Insurance Mediation Business (GIMB 0046)

Guernsey The Islands' Insurance Brokers Ltd is licensed by the Guernsey Financial Services Commission (GFSC) under the Insurance Managers and Insurance Intermediaries (Bailiwick of Guernsey) Law 2002 as an intermediary for general insurance (reference 13696)

In the event of an accident or claim or if you wish to discuss your policy in any way, please contact the office that issued your policy:

Jersey

MJ Touzel (Insurance
Brokers) Ltd
Kingsgate House
55 The Esplanade
St Helier
Jersey JE1 4HQ

Guernsey

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Thank You

for placing YOUR VEHICLE insurance with NFU MUTUAL.

Cancellation rights

If YOU do not want to accept YOUR new cover, YOU may cancel the cover by writing to US or calling US within 14 days of receiving the policy or amendment to an existing policy. YOUR Certificate of Insurance and Windscreen Insurance Display, if issued, must be returned to US. YOU may be charged pro rata for the cover 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 this. If YOU are unhappy with the service YOU receive, please tell US straight away as WE would like the chance to put things right. YOU can do this by calling or writing to the office of ISLANDS INSURANCE that issued your policy.

If YOU remain unhappy with the outcome YOU may be able to refer YOUR complaint to the Channel Islands Financial Ombudsman. For more information visit www.ci-fo.org or call (Jersey) 01534 748610 or (Guernsey) 01481 722218.

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

Language

The contract and other documents are drawn up in the English Language. WE will communicate with YOU in English throughout the duration of the policy.

Statutory status

The National Farmers Union Mutual Insurance Society Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. YOU can check NFU Mutual's statutory status on the Financial Services Register www.register.fca.org.uk or by calling the FCA on 0800 111 6768. NFU Mutual's Financial Services Register number is 117664.

Privacy Policy

Although YOUR policy is with NFU MUTUAL, ISLANDS INSURANCE remains the Data Processor and Data Controller. To find out more about how WE use YOUR personal information and YOUR rights, please go to the Privacy Policy on OUR website.

Fraud prevention and detection

To prevent and detect fraud WE may at any time check, share and/or file details with other organisations, fraud prevention agencies, databases and public bodies including the police. If WE are given false or inaccurate information and WE identify or suspect fraud, WE will record this. This may prevent YOU gaining access to alternative insurance and/or financial services. OUR Privacy Policy includes information about what WE do with YOUR personal data for this purpose.

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Policy Introduction

In return for YOU paying YOUR premium and US accepting it, NFU MUTUAL will insure YOU in line with the terms of YOUR policy for accidental loss, injury or damage which occurs within the TERRITORIAL LIMITS during the PERIOD OF INSURANCE.

This policy is evidence of the contract between YOU and NFU MUTUAL, and is based on the information YOU provided to US, which is confirmed in the statement of insurance.

YOUR policy, SCHEDULE, CERTIFICATE and any endorsements describe the cover that NFU MUTUAL is providing. Please read all the documents carefully to make sure YOU have the cover YOU need.

This contract and the relationship between NFU MUTUAL and YOU shall be governed by, and interpreted in accordance with the appropriate law as set out below unless WE and NFU MUTUAL agree with YOU otherwise:

1. The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which YOU normally live or (if applicable) the first named policyholder normally lives or
2. In the case of a business or organisation, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where YOU have YOUR principal place of business or
3. Should neither of the above be applicable, the law of England and Wales.



S. Bower

Customer Services Director

The National Farmers Union Mutual Insurance Society Ltd.

Note: The Issue to YOU of an NFU MUTUAL 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 NFU MUTUAL'S registered office.

Definitions

Wherever the following words or phrases appear in the policy in capital letters they will have the meanings described below, unless described otherwise.

CERTIFICATE

The Certificate of Motor Insurance issued as required by law to provide evidence of the existence of YOUR motor insurance. A “Cover Note” is a temporary Certificate of Motor Insurance.

FIRE

Fire, self-ignition, lightning, or explosion.

INJURY

Bodily injury, death, illness or nervous shock.

INSURED/YOU/YOUR

Every person or organisation described in the SCHEDULE.

ISLANDS INSURANCE/WE/US/OUR

The Islands’ Insurance Brokers Ltd and MJ Touzel (Insurance Brokers) Ltd acting as agents on behalf of NFU MUTUAL.

MARKET VALUE

The amount it would cost to replace the VEHICLE (or TRAILER) with one of the same make, model, specification, age and condition.

NFU MUTUAL/THE SOCIETY

The National Farmers Union Mutual Insurance Society Limited.

PERIOD OF INSURANCE

As stated in the SCHEDULE and for any further period for which WE accept the premium.

SCHEDULE

The latest Commercial Vehicle Insurance Schedule forming part of this policy.

TERRITORIAL LIMITS

Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands, including transit between them. N.B. This definition does not apply to “Motor Legal Protection” or “Helpline Service”.

THEFT

- a) any actual or attempted theft or taking the VEHICLE without YOUR permission (other than by a member of YOUR immediate family or someone living in YOUR household);
- b) any malicious damage, FIRE or explosion resulting from or following a) above.

TRAILER

Any trailer (but not any mechanically propelled vehicle whether disabled or not).

USE

Social Domestic and Pleasure. The act of using YOUR VEHICLE for YOUR own personal use which is unrelated to YOUR business, trade or profession.

Commuting. The act of using YOUR VEHICLE to drive the whole or part of the journey to and from YOUR usual place of work.

Business Use. The act of using YOUR VEHICLE for your business, trade or profession or for the business of YOUR employer. This does not include commercial travelling.

Commercial Travelling. The act of using YOUR VEHICLE for unsolicited door to door sales.

Voluntary Use. The act of using YOUR VEHICLE on behalf of any voluntary organisation or body which is unrelated to YOUR business, trade or profession, where YOU receive no payment, or receive mileage expenses with no element of profit.

Driving instruction. The act of using YOUR VEHICLE for the teaching of driving skills as part of YOUR business, trade or profession.

VEHICLE

Any vehicle which WE have agreed to insure and for which YOU have paid or have agreed to pay the premium.

General Exceptions

Applying to the whole policy

1. Uninsured Drivers and Use

NFU MUTUAL will not pay for any INJURY, loss or damage while any VEHICLE is being used for:

- a) any purpose not permitted by the “Limitations as to Use” in the CERTIFICATE (or by endorsement if a CERTIFICATE has not been issued);
- b) rallies and competitions, other than road safety rallies and treasure hunts;
or is being driven:
- c) by anyone who is not permitted to drive by the SCHEDULE;
- d) by YOU if YOU are disqualified from driving, or do not hold a valid and current licence to drive the VEHICLE;
- e) with YOUR consent by any person who YOU know is disqualified from driving, or does not hold a valid and current licence to drive the VEHICLE.

If the damage is caused by THEFT then Exceptions a) or c) will not apply

If a licence is not required by law then Exceptions c), d) and e) will not apply and NFU MUTUAL will pay, provided the driver:

- a) is competent in driving the VEHICLE;
- b) has the owner’s permission to drive;
- c) is at least 17 years of age;
- d) is entitled to drive in the CERTIFICATE (if the requirement to possess a licence is ignored).

2. Liability Assumed Under Agreement

NFU MUTUAL will not pay for any liability arising from an agreement if that liability would not arise in the absence of that agreement.

3. Radioactivity

NFU MUTUAL will not pay for INJURY, loss or damage arising from:

- a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

4. War Risks

NFU MUTUAL will not pay for any consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. However, NFU MUTUAL will pay where it is necessary to meet the requirements of the Road Traffic Acts.

General Exceptions

Applying to the whole policy

5. Riot

NFU MUTUAL will not pay for any consequence of riot or civil commotion in Northern Ireland or any country which is not a member of the European Union.

6. Fraud and Misrepresentation

If YOU or anyone acting for YOU:

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

NFU MUTUAL 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 NFU MUTUAL will have the right to:

- a) avoid, or at OUR option cancel, the policy without returning any premium that YOU have paid;
- b) recover from YOU any amounts that NFU MUTUAL has paid in respect of any claim, whether such claim was made before or after the fraudulent claim; and/or
- c) refuse any other benefit under the policy.

7. Assault

NFU MUTUAL will not pay for INJURY which is the direct or indirect consequence of assault or alleged assault.

8. Unless NFU MUTUAL has agreed to provide cover for specific circumstances by endorsement, the following will apply:

i) Terra Firma, Airside and Rails

NFU MUTUAL will not pay for any claim involving YOUR VEHICLE or TRAILER if it is:

- a) not running solely on terra firma, however this exclusion shall not apply to vehicles designed primarily for use on land;
- b) within an airport, airfield, aerodrome or military base in areas which are used for aircraft take off and landing, hangars, aircraft taxi ways, aircraft parking areas or service roads, ground equipment parking areas and any parts of passenger terminals within the Customs examination area. This exclusion does not apply to public roads or car parks at airports;
- c) fitted with wheels enabling it to travel on rails.

General Exceptions

Applying to the whole policy

ii) Explosives

NFU MUTUAL will not pay for any claim if YOUR VEHICLE or TRAILER is being used for the transportation of high explosives such as nitroglycerine, dynamite or any other similar explosive, or more than 2,000 shotgun cartridges or bullets at any one time.

iii) Chemicals and Gases

NFU MUTUAL will not pay for any claim if the principal use of YOUR VEHICLE or TRAILER is the carriage of chemicals or gases in liquid compressed or gaseous form with a classification of 1 to 9 in the United Nations Economic Commission for Europe Transport of Dangerous Goods Orange Book.

iv) Armed Forces and Law Enforcement

NFU MUTUAL will not pay for any claim if YOUR VEHICLE or TRAILER is being used for armed forces and/or law enforcement purposes but this exclusion shall not apply to private vehicles of such personnel.

9. VAT/GST

NFU MUTUAL will not pay the VAT/GST or equivalent local tax element of any claim where YOU are able to recover the VAT/GST or equivalent local tax element.

General Conditions

Applying to the whole policy

1. How to Claim

Any event which might become a claim under the policy must be reported to US as soon as possible. ISLANDS INSURANCE will require written details of any claim, except where the only damage is broken glass in the VEHICLE's windscreen, windows or sunroof. Please ask for a claim form. Supporting documentation (estimates, bills and the like) must also be sent to US.

YOU should not answer any letter, claim, writ or other document relating to a claim but send them to ISLANDS INSURANCE without delay.

No one must attempt to negotiate any claim nor admit or repudiate any claim, without OUR permission.

Any THEFT, or damage caused by THEFT, malicious persons or vandals, must be reported to the police.

2. Control of Claims

NFU MUTUAL is entitled to:

- a) receive all necessary information and assistance from YOU or anyone else insured under this policy;
- b) take over and conduct the defence or settlement of any claim. NFU MUTUAL will do this in YOUR name, or in the name of anyone else who is insured by the policy;
- c) take proceedings to recover any amount NFU MUTUAL has paid or are due to pay under the policy. NFU MUTUAL will do this for its benefit and at its expense, but using YOUR name or the name of anyone else who is insured by the policy.

3. Duty to Take Care

YOU must do all that YOU reasonably can:

- a) to maintain the VEHICLE, and any TRAILER which is insured, in good working order and in a roadworthy condition;
- b) to safeguard all property covered by this policy from THEFT, loss or damage;
- c) to prevent INJURY to other persons or damage to their property;
- d) to comply with relevant statutory requirements and regulations imposed by any authority.

YOU must allow US and NFU MUTUAL free access at all reasonable times to examine the VEHICLE and any TRAILER which is insured.

General Conditions

Applying to the whole policy

4. Other Insurance

If, when an accident occurs, which leads to a claim under this policy, there is any other insurance covering the same liability, loss or damage, NFU MUTUAL will only pay its share of the claim.

This condition does not apply to Liability to the Public – “Other Persons’ Cover” or “Movement of Other Vehicles”.

1. Cancellation of the Policy

YOU may cancel YOUR policy, by writing to US and returning the Certificate of Motor Insurance and Windscreen Insurance Display. WE will then refund part of YOUR premium unless YOU have made a claim in the current PERIOD OF INSURANCE. The cancellation will be effective from the date the Certificate of Motor Insurance and Windscreen Insurance Display are received by US or from a future date advised by YOU.

WE may cancel YOUR policy at any time by giving YOU 14 days’ notice in writing. OUR cancellation letter will be sent to the latest address WE have for YOU.

The reasons why YOUR policy may be cancelled include, but are not limited to:

- a) where YOU or anyone acting for YOU commits fraud or makes a misrepresentation in order to gain an advantage under any aspect of YOUR policy.
- b) where a change in YOUR circumstances means that WE or NFU MUTUAL can no longer provide cover.
- c) failure to comply with policy terms and conditions.
- d) use of threatening or abusive behaviour or language, or intimidating or bullying of OUR staff or suppliers.
- e) if YOU default under ISLANDS INSURANCE Premium Instalments Plan, cover under YOUR policy will cease in accordance with the conditions of the Credit Agreement.

If WE cancel YOUR policy WE will refund the part of YOUR premium applying to the remaining PERIOD OF INSURANCE unless fraud or misrepresentation has been identified or a claim has been made when WE may not refund any premium.

6. Arbitration

If NFU MUTUAL agrees with YOU that there is a valid claim, but NFU MUTUAL disagrees with YOU as to how much should be paid, the dispute will be referred to an arbitrator, in accordance with the law at the time. This will not stop YOU being able to take legal proceedings against NFU MUTUAL, but YOU cannot start these until the arbitrator has made his award.

7. Observing the Terms and Conditions

YOU, or anyone else seeking the benefit of this policy, must observe its terms and conditions.

General Conditions

Applying to the whole policy

1. Right of Recovery

The law of any country where NFU MUTUAL is providing cover may require NFU MUTUAL to settle a claim which would not otherwise have been paid. If this happens, NFU MUTUAL reserves the right to recover this amount from YOU, or from whoever incurred the liability.

2. Changes YOU must tell US about

YOU must tell US of any change to the information YOU have provided to US as detailed in YOUR Statement of Commercial Vehicle Insurance and YOUR SCHEDULE. Failure to tell US of any change may invalidate YOUR policy, prevent YOU from making a claim or affect the amount that YOU are able to claim.

When YOU inform US of any change, WE will tell YOU if it affects YOUR insurance. WE may cancel or alter the terms of the policy or amend the premium before YOUR next renewal or at YOUR next renewal.

YOU must tell US before:

- any VEHICLE insured on YOUR policy is modified in any way;
- YOU change any VEHICLE insured on YOUR policy;
- YOU change YOUR usage of any VEHICLE insured on YOUR policy, such as changing from carriage of own goods to haulage;
- YOU allow any VEHICLE insured on YOUR policy to be driven by anyone who is not already insured to drive it;
- YOU change YOUR vehicle registration number;
- YOU register a VEHICLE previously not registered for road use;
- YOU wish to change the level of cover for YOUR VEHICLE.

YOU must tell US immediately if:

- YOU sell or dispose of any VEHICLE insured on YOUR policy;
- there is any change to the registered keeper or owner of any VEHICLE insured on YOUR policy;
- there is any change to the identity of the main driver of any VEHICLE insured on YOUR policy;
- YOU permanently export any VEHICLE insured on YOUR policy;
- YOU change YOUR postal address or the address at which any VEHICLE insured on YOUR policy is usually kept;
- YOU or any driver insured to drive any VEHICLE insured on YOUR policy changes occupation;

General Conditions

Applying to the whole policy

- YOU or any driver named to drive any VEHICLE insured on YOUR policy changes their name due to marriage or change by deed poll;
- YOU stop being a Channel Islands or UK resident;
- YOU or any driver insured to drive any VEHICLE insured on YOUR policy incurs any criminal convictions;
- YOU or any driver insured to drive any VEHICLE insured on YOUR policy is involved in any incident which could give rise to a claim no matter how trivial the incident;
- YOU or any driver insured to drive any VEHICLE insured on YOUR policy have been disqualified from driving, had the entitlement to drive suspended or revoked, or if driving licence status has changed in any way (e.g. attained full licence from provisional or restrictions applied).

REMINDER: The Law requires YOU to tell the Driver and Vehicle Licensing Agency (DVLA), the Driver and Vehicle Agency Northern Ireland (DVA) and authorities on the Isle of Man, Jersey, Guernsey and Alderney about any condition that may affect your ability to drive safely. If a Doctor asks you to stop driving immediately, please follow this advice and contact the appropriate authorities for further guidance.

YOU must tell US at next renewal of YOUR policy if:

- YOU or any driver insured to drive any VEHICLE insured on YOUR policy have been involved in any accident, theft or loss, regardless of fault, when driving any vehicle not insured on this policy;
- YOU or any driver insured to drive any VEHICLE insured on YOUR policy has incurred any motoring convictions (including prosecutions pending), driving licence endorsements and/or fixed penalty notices (endorsed on their licence);
- YOU or any driver insured to drive any VEHICLE insured on YOUR policy has:
 - incurred any Court Judgements e.g. CCJs whether satisfied or not;
 - incurred any form of bankruptcy proceedings e.g. Individual Voluntary Arrangements (IVAs)/Trust deeds and/or statutory insolvency proceedings e.g. Company Voluntary Arrangements (CVAs);
 - had any insurance refused, cancelled, declared void (as though it never existed) and/or had renewal declined or special terms imposed since the policy last renewed;
- YOU anticipate the declared mileage of YOUR VEHICLE during the next PERIOD OF INSURANCE will be significantly different to that declared;
- YOU are a business and YOU have, or do not have, current business public liability insurance in force;

General Conditions

Applying to the whole policy

- YOU are a business and YOU have current membership, or there are any changes to YOUR membership, of any trade organisation or professional body.

1. Renewal of the Policy

Prior to the renewal date of YOUR policy, WE will send YOU details of:

- a) the terms on which YOUR policy may be renewed;
- b) any changes to the policy cover; and
- c) the actions YOU need to take to renew YOUR policy.

If YOUR payment method for the policy is Direct Debit then YOUR policy will be automatically renewed using the payment details YOU have given to US.

YOU agree that WE may deduct the premium(s) for the renewed policy from YOUR nominated bank account unless YOU tell US that YOU do not wish to continue paying the premium in monthly instalments by Direct Debit, or YOU do not wish to renew YOUR policy.

If YOUR payment method for the policy is not Direct Debit then YOU must contact US before the renewal date to arrange payment.

If YOU do not want to renew YOUR policy or YOU want to change the payment method YOU must contact US prior to renewal.

If WE or NFU MUTUAL do not want to offer renewal of YOUR policy WE will contact YOU in writing in accordance with the Cancellation General Condition.

Permitted Use

NFU MUTUAL will cover the VEHICLE while it is used for its permitted USE.

The permitted USE for the VEHICLE is shown on the CERTIFICATE under Limitations as to use. Where a CERTIFICATE is not issued, the permitted USE is described by endorsement or on the SCHEDULE.

Level of Cover

The cover applicable to YOUR VEHICLE(s) is explained below. YOUR SCHEDULE will show the level of cover applicable for each VEHICLE insured.

Comprehensive

All sections of the policy apply.

Third Party, Fire and Theft

The following sections of the policy apply:

- Damage to the Vehicle – YOU are only covered for loss of or damage to the VEHICLE by FIRE or THEFT
- Liability to the Public
- No Claims Discount
- Trailers
- EU Compulsory Insurance
- Servicing and Repair
- Motor Legal Protection

Third Party Only

The following sections of the policy apply:

- Liability to the Public
- No Claims Discount
- Trailers
- EU Compulsory Insurance
- Servicing and Repair
- Motor Legal Protection

Accidental Damage, Fire and Theft

The following sections of the policy apply:

- Damage to the Vehicle
- Trailers
- Motor Legal Protection

Fire and Theft

The following sections of the policy apply:

- Damage to the Vehicle – YOU are only covered for loss of or damage to the VEHICLE by FIRE or THEFT
- Motor Legal Protection

Damage to the Vehicle

What is insured

YOUR Cover

If the VEHICLE is subject to THEFT or damaged NFU MUTUAL will:

- a) pay the cost of repair, or
- b) pay the amount of the loss or damage, or
- c) replace the VEHICLE.

NFU MUTUAL will decide which of the above applies.

Maximum Amount Payable

The maximum NFU MUTUAL will pay will be the:

- a) MARKET VALUE of the VEHICLE,
- b) value shown on the SCHEDULE, whichever is less.

If the VEHICLE is subject to THEFT, and then recovered after NFU MUTUAL has paid for the loss of the VEHICLE, it will then belong to NFU MUTUAL.

If the VEHICLE is so badly damaged that it is uneconomic to repair it, WE will settle the claim and the damaged VEHICLE will then belong to US.

Spare Parts and Accessories

The VEHICLE's spare parts and accessories are insured in the same way as the VEHICLE, provided they fall within the maximum amount payable and are being carried by or are attached to the VEHICLE.

Fitted Audio or Visual Equipment

Audio or visual equipment fitted to the VEHICLE for entertainment, communication or navigational purposes is insured in the same way as the VEHICLE. However, the maximum amount payable for equipment not fitted as part of the manufacturer's standard equipment specification for the VEHICLE is £500.

Recovery and Delivery

If the VEHICLE is immobilised as a result of loss or damage insured by this section NFU MUTUAL will also pay the reasonable costs of:

- a) protecting and transporting the VEHICLE to the nearest suitable repairer;
- b) returning the VEHICLE after repair to YOUR address shown in the SCHEDULE, or any other address YOU specify as long as this does not cost more than returning it to YOUR address in the SCHEDULE.

Hiring and Leasing

If the VEHICLE is the subject of a hire purchase agreement and NFU MUTUAL can identify the legal owner of the VEHICLE, NFU MUTUAL will make any payment for the total loss or destruction of the VEHICLE to the legal owner.

Repairs

If NFU MUTUAL has been informed of an accident and given a detailed estimate of the repairs, YOU may then arrange for work to be started on any reasonable repairs.

Replacement Locks

If the vehicle keys or lock transmitter of the VEHICLE are subject to THEFT, NFU MUTUAL will pay the cost of:

- a) replacing the affected locks;
- b) replacing the ignition/steering lock;
- c) replacing the lock transmitter and central locking interface;
- d) resetting the alarm and immobiliser.

Provided it can be established that the identity or garaging address of the VEHICLE is known to any person in receipt of such keys or transmitter.

However, NFU MUTUAL will not pay for the cost of replacing any alarms or other security devices used in connection with the VEHICLE.

What is not insured

NFU MUTUAL will not pay for:

1. anything which results in the VEHICLE or any part of the VEHICLE being in a better condition than before it was damaged;
2. wear and tear, damage caused by or arising from wear and tear, depreciation or loss of use;
3. reduction in the MARKET VALUE of the VEHICLE as a result of a repair;
4. damage to tyres by punctures, cuts, bursts or braking;
5. damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed;
6. mechanical, electrical, electronic, computer failures or breakdowns or breakages;
7. where the VEHICLE is not to UK or European specification and parts or accessories become unobtainable or obsolete in pattern and therefore out of stock in the UK:
 - a) increased repair and replacement parts or accessory costs due to non-availability and/or waiting times for delivery; or
 - b) storage costs whilst awaiting commencement of repair to the VEHICLE.

The amounts YOU have to pay

1. If the only claim made is for the cost of replacing broken glass in the VEHICLE's windscreen or windows (and repairing bodywork if this is damaged by the breakage), YOU must pay the amount shown on YOUR SCHEDULE.
YOU will not be asked to pay anything towards the cost of the claim if the glass is repaired rather than replaced.
2. YOU must pay the amount shown on YOUR SCHEDULE for loss or damage caused by THEFT, unless
 - a) the loss or damage happened when the VEHICLE was garaged in a securely locked building of substantial construction, or a compound surrounded by secure walls or fences, or
 - b) the only items subject to THEFT are the VEHICLE keys or lock transmitter.
3. YOU must pay the amount shown on YOUR SCHEDULE when the VEHICLE is being driven by or is in the charge of a person
 - a) aged under 21, or
 - b) aged between 21 and 24.

YOU will not have to pay the excess shown on YOUR SCHEDULE for accidental damage where damage is:

- a) caused by FIRE or THEFT, or
- b) limited to broken glass in the VEHICLE's windscreen, windows or sunroof (and bodywork if this is damaged by the breakage), or
- c) happens while in the custody of a member of the Motor Trade for servicing or repair.

Liability to the Public

Definitions for this section only

COSTS

- a) all legal costs recoverable from YOU by any claimant which have been incurred before NFU MUTUAL has paid or offered to pay either the full amount of the claim or the indemnity limit applicable;
 - b) solicitor's fees for representation at any coroner's inquest or fatal inquiry or defending in any court of summary jurisdiction;
 - c) costs for legal services to defend any person NFU MUTUAL insures, if proceedings are taken for manslaughter or causing death by careless or dangerous driving;
 - d) all other costs and expenses;
- all incurred with NFU MUTUAL's written consent.

POLLUTION

All pollution or contamination of buildings, other structures, water, land or the atmosphere and all damage or INJURY caused directly or indirectly by such pollution or contamination.

What is insured

YOUR Cover

NFU MUTUAL will pay all damages and COSTS for which YOU are legally liable if there is INJURY to any person or any damage to property in an accident caused by or involving:

- a) the VEHICLE;
- b) the loading or unloading of the VEHICLE;
- c) any TRAILER attached to the VEHICLE;
- d) one disabled mechanically-propelled vehicle while attached to the VEHICLE;

Provided that, in respect of damage to property, the maximum amount payable for any one claim or number of claims arising out of one cause, will be £5,000,000 exclusive of COSTS.

Other Persons' Cover

In the same way as YOU are covered, NFU MUTUAL will cover:

- a) anyone YOU allow to drive the VEHICLE provided this is permitted by the SCHEDULE and/or CERTIFICATE and they have permission from the owner;
- b) anyone who hires the VEHICLE provided this is permitted by the SCHEDULE and/or CERTIFICATE and they have permission from the owner;
- c) anyone while using (but not driving) the VEHICLE;

- a) any passenger while travelling in or getting into or out of the VEHICLE;
- b) the legal personal representative of any deceased person who, before their death, incurred liability covered by this section.

Emergency Treatment

NFU MUTUAL will pay for Emergency Treatment Fees as required by the Road Traffic Acts.

Application of Limits of Indemnity

In the event of NFU MUTUAL providing indemnity to more than one person any limitation in this policy of the amount of that indemnity shall apply, in priority, to the INSURED.

Joint Insured Clause

Where more than one person is named in the SCHEDULE and/or CERTIFICATE as the policyholder this policy will apply separately to each, as if a separate policy had been issued to each, but this shall not increase OUR total liability beyond any limit referred to in this policy.

Movement of Other Vehicles

If YOU (or any employee authorised by YOU) moves a vehicle which is parked in a position which obstructs the legitimate path of your VEHICLE or which prevents or impedes the loading or unloading of your VEHICLE, NFU MUTUAL will pay all damages and COSTS for which YOU are legally liable, if moving that vehicle causes:

- a) INJURY to any person; or
- b) damage to that vehicle or any other property.

However, NFU MUTUAL will not pay if there is any other insurance covering the INJURY or damage.

Provided that, in respect of damage to property, the maximum amount payable for any one claim or number of claims arising out of one cause, will be £5,000,000 exclusive of COSTS.

What is not insured

NFU MUTUAL will not pay for:

1. Liability for INJURY or damage that arises from the operation as a tool of any VEHICLE or plant forming part of or attached to a VEHICLE or plant attached to any TRAILER except so far as is necessary to meet the requirements of the Road Traffic Acts.
2. INJURY to any person arising out of or in the course of their employment by any person insured by this policy, unless required by the Road Traffic Acts.
3. Other Persons' Cover parts a) and b) unless the person driving holds a licence to drive the vehicle or has held and is not disqualified from holding or obtaining such a licence and they are driving on YOUR order or with the permission of YOU or the hirer of the VEHICLE.
4. Other Persons' Cover part d) if, to the knowledge of the person claiming, the person driving does not hold a licence to drive the VEHICLE unless they have held and are not disqualified from holding or obtaining such a licence.

5. Points 3 and 4 above shall not apply when a licence is not required by law, provided the person driving
 - a) is competent in driving the VEHICLE;
 - b) has the owner's permission to drive;
 - c) is at least 17 years of age.
6. a) damage to any vehicle, trailer, disabled mechanically-propelled vehicle, motorcycle or property which belongs to anyone insured by this section, or
 - b) damage to any vehicle, trailer, disabled mechanically-propelled vehicle, motorcycle or property which is in the custody or control of anyone insured by this section, or
 - c) any other loss resulting directly or indirectly from damage to any vehicle, trailer, disabled mechanically-propelled vehicle, motorcycle or property which belongs to or is in the custody or control of anyone insured by this section.

NFU MUTUAL will not apply exclusion 6.b) above to the "Movement of Other Vehicles" cover of this section for damage to the vehicle being moved.

7. Liability incurred by anyone, other than YOU, if they are insured under any other insurance policy.
8. INJURY or damage or any resulting loss, cost or expense caused directly or indirectly by, Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss unless NFU MUTUAL provides cover to meet the requirements of the Road Traffic Acts.

Terrorism means an act, including but not limited to the use of and/or threat of force or violence 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 section of the public in fear.

If NFU MUTUAL alleges that because of this exception any INJURY, damage, cost or expense is not covered the burden of proving the contrary shall be upon YOU.

In the event that any portion of this exception is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

9. Damage to any property on which YOU are, or have been working, if the damage is caused directly or indirectly by the treatment or handling of such property.
10. INJURY or damage that arises beyond the limits of any carriageway or thoroughfare, in connection with the loading or unloading of any VEHICLE by any person other than the driver or attendant of the VEHICLE.
11. Unless it is necessary to meet the requirements of the Road Traffic Act, YOU are not covered for liability in respect of POLLUTION other than POLLUTION arising directly from:
 - a) collision, impact or overturning, or
 - b) FIRE,
 - c) malicious damage of or to the VEHICLE.

All POLLUTION and any death, INJURY, loss or damage arising directly or indirectly from POLLUTION, which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The maximum amount NFU MUTUAL will pay for damage to property caused by or arising from POLLUTION which is deemed to have occurred during the PERIOD OF INSURANCE will be £5,000,000.

No Claims Discount

What applies

If the VEHICLE is eligible for no claims discount and no claim has been made involving that VEHICLE during the PERIODS OF INSURANCE shown below, then the VEHICLE's next renewal premium will be reduced by the discount shown:

Period of Insurance	Discount
the previous year	20%
the previous two years	30%
the previous three years	40%
the previous four years or more years	50%

Each claim made will reduce the discount at YOUR next renewal from the level which applied during the PERIOD OF INSURANCE, according to the following scale:

Discount Entitlement	After 1 claim	After 2 claims
50%	30%	nil
40%	20%	nil
30%	nil	nil
20%	nil	nil

If a no claims discount has been allowed at inception of this policy, the percentage allowed at the first renewal will be the next higher percentage on the scale, provided that no claims have occurred before that renewal.

What does not apply

1. No claims discount is not normally transferable to anyone else. WE will decide if no claims discount can be transferred.
2. The following are not eligible for no claims discount:
 - a) TRAILERS;
 - b) Any VEHICLE covered for Fire and Theft or Accidental Damage, Fire and Theft.
3. Claims for the following will not affect YOUR entitlement to no claims discount:
 - a) Emergency Treatment Fees as required by the Road Traffic Acts;
 - b) Repairing or replacing broken glass in the VEHICLE's windscreen, windows or sunroof (and repairing bodywork if this is damaged by the breakage);
 - c) Any claim where NFU MUTUAL is able to recover the full cost of that claim from a third party (or would be able to but for the operation of a market claims handling agreement);
 - d) Replacement locks.

EU Compulsory Insurance

NFU MUTUAL will provide the compulsory minimum insurance YOU must have by law to use the VEHICLE in:

- a) any country which is a member of the European Union;
- b) any other country which the Commission of the European Union is satisfied has made arrangements to meet the requirements of Article 7 (2) of the EU Directive on insurance of civil liabilities arising from the use of motor vehicles (no. 72/166/CEE).

Trailers

What is insured

Specified Trailers

NFU MUTUAL will provide cover for any TRAILER specified in the SCHEDULE while attached to or detached from the VEHICLE.

The level of cover which applies is shown in the SCHEDULE. The amount payable under "Damage to the Vehicle" is YOUR value shown on the SCHEDULE or MARKET VALUE, whichever is less.

Unspecified Trailers

NFU MUTUAL will provide cover for any unspecified TRAILER while attached to the VEHICLE. The level of cover which applies is shown in the SCHEDULE.

The amount payable under "Damage to the Vehicle" is the value shown on the SCHEDULE or MARKET VALUE, whichever is less.

What is not insured

NFU MUTUAL will not pay for:

1. anything which results in the TRAILER or any part of the TRAILER being in a better condition than before it was damaged;
2. wear and tear, damage caused by or arising from wear and tear, depreciation or loss of use;
3. reduction in the MARKET VALUE of the TRAILER as a result of a repair;
4. damage to tyres by punctures, cuts, bursts or braking;
5. damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed;
6. mechanical, electrical, electronic, computer failures or breakdowns or breakages.
7. any loss under "Liability to the Public" whilst the TRAILER is:
 - a) attached to a VEHICLE not covered by this policy;
 - b) detached from the VEHICLE unless specified in the policy.

Servicing and Repair

While the VEHICLE is in the custody of a member of the motor trade for servicing or repair, General Exceptions 1.a) and 1.c) restricting the use of the VEHICLE and who may drive it will not apply.

NFU MUTUAL will not provide any cover under “Liability to the Public – Other Persons’ Cover”.

Motor Legal Protection

To make a claim under this section of the policy, please call **0800 783 6066** as soon as possible after the incident to speak with a dedicated customer claims handler.

Please do not use the motor legal protection helpline phone number to report other insurance claims.

Definitions for this section only

BENEFICIARY

- a) YOU, or
- b) any driver permitted to drive on the CERTIFICATE, or any passenger who is in or on the vehicle with YOUR permission. Anyone claiming under this section must have YOUR agreement to claim.

VEHICLE

- a) The VEHICLE,
- b) The TRAILER.

APPOINTED LAWYER

Lawyer, or other suitably qualified person, who has been appointed under condition 2 of this section to act for any BENEFICIARY.

LEGAL COSTS

- a) All reasonable and necessary costs charged by the APPOINTED LAWYER on a standard basis.
- b) costs incurred by opponents in civil cases if a BENEFICIARY has to pay them, or pays them with the agreement of the ADVISORY SERVICE.

VEHICLE HIRE COSTS

The cost of hiring a replacement vehicle for one continuous period.

TERRITORIAL LIMITS

- a) For LEGAL COSTS;

Andorra	Liechtenstein
Austria	Lithuania
Belgium	Luxembourg
Bosnia and Herzegovina	Macedonia FYR
Bulgaria	Malta
The Channel Islands	Monaco
Croatia	Montenegro

Cyprus	Netherlands
Czech Republic	Norway
Denmark	Poland
Estonia	Portugal
Finland	Romania
France	San Marino
Germany	Serbia
Gibraltar	Slovak Republic
Greece	Slovenia
Hungary	Spain
Iceland	Sweden
Ireland	Switzerland
Isle of Man	Turkey (West of the Bosphorus)
Italy	United Kingdom
Latvia	

b) For VEHICLE HIRE COSTS:

England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.

ADVISORY SERVICE

DAS Legal Expenses Insurance Company Limited, DAS Parc, Greenway Court, Bedwas, Caerphilly, CF83 8DW

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

For the purposes of this section of the policy DAS Legal Expenses Insurance Company Limited manage all claims and DAS Law Limited administers the legal advice helpline on behalf of ISLANDS INSURANCE and NFU MUTUAL.

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

DATE OF OCCURRENCE

- a) For civil cases, the date of occurrence is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, the date of occurrence is the date of the first of these events.
- b) For criminal cases the date of occurrence is when the BENEFICIARY began or is alleged to have begun to break the law in question.

What is insured

If:

- a) the DATE OF OCCURRENCE of the insured incident is during the PERIOD OF INSURANCE and the insured incident happens within the TERRITORIAL LIMITS;
- b) and any legal proceedings are dealt with by a court or other body which the ADVISORY SERVICE agrees to in the TERRITORIAL LIMITS; and
- c) in civil claims it is always more likely than not that the BENEFICIARY will recover damages (or other legal remedy) or make a successful defence, then:

Uninsured loss recovery

The ADVISORY SERVICE will negotiate to recover any BENEFICIARY'S costs and losses for which another person may be legally liable, but which are not insured by YOUR policy, after an event which:

- a) causes damage to the VEHICLE or to personal property in it; or
- b) injures or kills a BENEFICIARY while they are in or on the VEHICLE.

Motoring Prosecution Defence

The ADVISORY SERVICE will defend a BENEFICIARY'S legal rights if an event leads to them being prosecuted for an offence in connection with using or driving the VEHICLE. This does not include parking offences or an offence which suggests that the BENEFICIARY has been dishonest.

Motor Contract Disputes

The ADVISORY SERVICE will negotiate for a BENEFICIARY'S legal rights in a contractual dispute arising from an agreement which the BENEFICIARY has entered into for the:

- a) purchase, sale or hire of the VEHICLE or its spare parts or accessories; or
- b) service, repair or testing of the VEHICLE.

The BENEFICIARY must have entered into the agreement during the PERIOD OF INSURANCE and the amount in dispute must exceed £100.

The ADVISORY SERVICE will assist in appealing or defending an appeal under paragraphs 1, 2 or 3 of "What is insured". The BENEFICIARY must tell the ADVISORY SERVICE, within the time limits allowed, that they want to appeal. Before any LEGAL COSTS for appeals are paid, the ADVISORY SERVICE must agree that it is always more likely than not that the appeal will be successful.

Replacement Vehicle Hire

NFU MUTUAL will pay VEHICLE HIRE COSTS after an accident involving a collision between the VEHICLE and another vehicle, as long as:

- a) the VEHICLE cannot be driven; and
- b) the accident was entirely the other person's fault; and
- c) the ADVISORY SERVICE have already agreed to pay the VEHICLE HIRE COSTS being incurred.

Maximum Amount Payable

The most NFU MUTUAL will pay for all claims resulting from one or more events arising at the same time or from the same cause, is £100,000.

What is not insured

This section of the policy does not provide cover in respect of:

1. Any claim reported to the ADVISORY SERVICE more than 180 days after the date the BENEFICIARY should have known about the insured incident.
2. Any LEGAL COST or VEHICLE HIRE COSTS incurred before the ADVISORY SERVICE have agreed to pay them.
3. Any claim relating to the settlement payable under an insurance policy.
4. The VEHICLE being used by anyone who does not have valid motor insurance.
5. Any disagreement between the BENEFICIARY and NFU MUTUAL, ISLANDS INSURANCE or the ADVISORY SERVICE that is not a disagreement described in Condition 8.
6. Any legal action the BENEFICIARY takes which the ADVISORY SERVICE or the APPOINTED LAWYER has not agreed to or where the BENEFICIARY does anything that hinders the ADVISORY SERVICE or the APPOINTED LAWYER.
7. VEHICLE HIRE COSTS if the BENEFICIARY is claiming against a person who does not have a valid motor insurance or cannot be identified or traced, or when the BENEFICIARY makes their own arrangements for VEHICLE hire after an insured incident.

Conditions applying to this cover only

1. Apart from ISLANDS INSURANCE, NFU MUTUAL or the ADVISORY SERVICE, the BENEFICIARY is the only person who may enforce all or any part of this section of the policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section of the policy in relation to any third party rights or interest.
2. The BENEFICIARY must:
 - a) Keep to the terms and conditions of this section of the policy;
 - b) Take reasonable steps to keep any amount payable as low as possible;
 - c) Try to prevent anything happening that may cause a claim;
 - d) Send everything the ADVISORY SERVICE ask for, in writing;
 - e) Give the ADVISORY SERVICE full details of any claim as soon as possible and give the ADVISORY SERVICE any information they need.
3. a) The ADVISORY SERVICE can take over and conduct, in the name of the BENEFICIARY, any claim or legal proceedings at any time.

The ADVISORY SERVICE can negotiate any claim on behalf of a BENEFICIARY.

- b) The BENEFICIARY shall be free to choose an APPOINTED LAWYER (by sending the ADVISORY SERVICE a suitably qualified person's name and address) if:
 - i. the ADVISORY SERVICE agrees to start legal proceedings and it becomes necessary for a lawyer to represent the interests of the BENEFICIARY in those proceedings; or
 - ii. there is a conflict of interest.

The ADVISORY SERVICE may choose not to accept the BENEFICIARY's choice, but only in exceptional circumstances. If there is a disagreement over the choice of APPOINTED LAWYER in these circumstances the BENEFICIARY may choose another suitably qualified person.

- c) In all circumstances other than those set out in 3.b) above, the ADVISORY SERVICE shall be free to choose an APPOINTED LAWYER.
 - d) An APPOINTED LAWYER will be appointed by the ADVISORY SERVICE and will represent the BENEFICIARY according to the ADVISORY SERVICE's standard terms of appointment. The APPOINTED LAWYER must cooperate fully with the ADVISORY SERVICE at all times.
 - e) The ADVISORY SERVICE will have direct contact with the APPOINTED LAWYER.
 - f) The BENEFICIARY must co-operate fully with the ADVISORY SERVICE and with the APPOINTED LAWYER and must keep the ADVISORY SERVICE up-to-date with the progress of the claim.
 - g) The BENEFICIARY must give the APPOINTED LAWYER any instructions that the ADVISORY SERVICE ask for.
- 4. a) The BENEFICIARY must tell the ADVISORY SERVICE if anyone offers to settle a claim.
 - b) If the BENEFICIARY does not accept a reasonable offer to settle a claim, the ADVISORY SERVICE may instruct NFU MUTUAL to refuse to pay further LEGAL COSTS.
 - c) The BENEFICIARY must not negotiate or agree to settle a claim without the approval of the ADVISORY SERVICE.
 - d) The ADVISORY SERVICE may decide to pay the BENEFICIARY the amount of damages they are claiming instead of starting or continuing legal proceedings.
- 5. a) The BENEFICIARY must tell the APPOINTED LAWYER to have LEGAL COSTS taxed, assessed or audited if this is requested by the ADVISORY SERVICE.
 - b) The BENEFICIARY must take every step to recover LEGAL COSTS that NFU MUTUAL has to pay and must pay NFU MUTUAL any LEGAL COSTS that are recovered.
- 6. If an APPOINTED LAWYER refuses to continue acting for the BENEFICIARY, or if the BENEFICIARY dismisses an APPOINTED LAWYER, the cover provided under this section will end at once, unless the ADVISORY SERVICE agrees to appoint another APPOINTED LAWYER.
 - 7. If the BENEFICIARY stops a claim without the agreement of the ADVISORY SERVICE, or does not give suitable instructions to an APPOINTED LAWYER, the cover provided under this section will end at once.

8. If the ADVISORY SERVICE and the BENEFICIARY disagree about the choice of APPOINTED LAWYER, or about the handling of a claim, the ADVISORY SERVICE and the BENEFICIARY can choose another lawyer to decide the matter. The ADVISORY SERVICE and the BENEFICIARY must both agree to this in writing. If the ADVISORY SERVICE cannot agree with the BENEFICIARY about the choice of the second lawyer, the ADVISORY SERVICE will ask the president of a relevant national law society to choose a lawyer. Whoever loses the disagreement will have to pay the costs of settling it.
9. The following conditions apply to any claim for VEHICLE HIRE COSTS:
 - a) The BENEFICIARY must agree to the ADVISORY SERVICE trying to recover any VEHICLE HIRE COSTS in their name and any costs recovered must be paid to NFU MUTUAL;
 - b) The ADVISORY SERVICE will choose the VEHICLE hire company and the type of VEHICLE to be hired;
 - c) The ADVISORY SERVICE will decide how long a VEHICLE can be hired for;
 - d) The BENEFICIARY must meet the age and licensing rules of the VEHICLE hire company the ADVISORY SERVICE chooses and must follow any conditions of hire.
10. This section of the policy will be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

Helpline Service

These services are provided 24 hours a day, seven days a week during the PERIOD OF INSURANCE. All helplines apply to the United Kingdom unless otherwise stated. To help check and improve service standards, all calls may be recorded, other than for the health and medical counselling services.

When phoning, please tell the person that YOU talk to that YOU are an NFU MUTUAL and ISLANDS INSURANCE policyholder.

Please do not use the motor legal protection helpline phone number to report a general insurance claim.

EuroLaw Personal Legal Advice

The ADVISORY SERVICE will give a BENEFICIARY confidential legal advice over the phone on any legal problem under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Tax Advice Service

The ADVISORY SERVICE will give a BENEFICIARY confidential advice over the phone on tax matters.

Health & Medical Information Service

The ADVISORY SERVICE will give a BENEFICIARY information over the phone on health and fitness and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve general fitness. Information is available on self-help groups and hospital waiting lists.

For the following assistance service only, YOU will be responsible for paying the costs for the help provided.

Drivers' Assistance Service

The ADVISORY SERVICE will arrange help for a BENEFICIARY if the VEHICLE cannot be driven because of an accident or breakdown in Europe. The ADVISORY SERVICE will ask a contractor to help, but the BENEFICIARY must pay the contractors' costs, including call out charges.

TO CONTACT THE ABOVE SERVICES, PHONE 0117 934 0552.

Counselling

The ADVISORY SERVICE will provide a BENEFICIARY with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary or professional services.

TO CONTACT THE COUNSELLING HELPLINE, PHONE: 0117 934 2121.

The ADVISORY SERVICE will not accept responsibility if helpline services are unavailable for reasons they cannot control.

Operative Endorsements

Endorsements amend the cover provided by YOUR policy. Endorsements applying to YOUR policy will be shown on YOUR SCHEDULE.

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 NFU MUTUAL 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 NFU MUTUAL 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 NFU MUTUAL and any of its 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 NFU MUTUAL to provide the CHARITY with any information it reasonably requires about YOU and any policy YOU hold with NFU MUTUAL, and YOU consent to NFU MUTUAL 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 NFU MUTUAL's 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 NFU MUTUAL's business to any other person, firm or company;

- a) 'DEMUTUALISATION' means a change (or proposed change) in NFU MUTUAL's constitution or corporate status (whether or not involving or associated with a BUSINESS TRANSFER) which has the effect that NFU MUTUAL ceases to be a MUTUAL ORGANISATION;
- b) '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;
- c) 'WE', 'US' or 'OUR' refers 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;
- d) a 'WINDFALL' means any benefit to which YOU become entitled as one of NFU MUTUAL's members on or in connection with any future BUSINESS TRANSFER or DEMUTUALISATION;
- e) 'YOU' and 'YOUR' refer to the policyholder.