

# Motorcycle Policy

Thank you for choosing



**Jersey**

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

[www.islands.je](http://www.islands.je)

01534 835383

[insure@islands.je](mailto:insure@islands.je)

**Guernsey**

The Islands' Insurance Brokers Ltd  
PO Box 449, Lancaster Court  
Forest Lane, St Peter Port  
Guernsey, GY1 3ZZ

[www.islands.gg](http://www.islands.gg)

01481 710731

[insure@islands.gg](mailto:insure@islands.gg)

**Alderney**

The Islands' Insurance Brokers Ltd  
17 Victoria Street  
Alderney  
GY9 3TA

[www.islands.gg](http://www.islands.gg)

01481 824100

[alderney@islands.gg](mailto:alderney@islands.gg)

**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**

The Islands' Insurance Brokers Ltd  
P.O. Box 449  
Lancaster Court  
Forest Lane  
St. Peter Port  
Guernsey GY1 3ZZ

**Alderney**

The Islands' Insurance Brokers Ltd  
17 Victoria Street  
Alderney GY9 3TA

[www.islands.je](http://www.islands.je)

**01534 835383**

[insure@islands.je](mailto:insure@islands.je)

[www.islands.gg](http://www.islands.gg)

**01481 710731**

[insure@islands.gg](mailto:insure@islands.gg)

[www.islands.gg](http://www.islands.gg)

**01481 824100**

[alderney@islands.gg](mailto:alderney@islands.gg)

In the event of a breakdown, please call the 24 hour helpline:

- 0800 197 1013 for calls from Jersey
- 0800 197 1015 for calls from Guernsey
- 44 117 934 2177 for calls from the rest of Europe

# 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](http://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](http://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.

# Contents

Introduction	2
Policy Introduction	5
Definitions	6
General Exceptions	8
General Conditions	11
Permitted Use	16
Level of Cover	16
Damage to the Vehicle	18
Liability to the Public	21
Uninsured Driver Claims	23
No Claims Discount	24
Trailers	26
EU Compulsory Insurance	27
European Travel	28
Insurance Cover for Driving Abroad	30
Motor Legal Protection	33
European Motor Assistance Gold	40
Operative Endorsements	45
Charitable Assignment Condition	45

# 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 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 Motorcycle 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 “European Motor Assistance Gold,” “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 motorcycle, all terrain vehicle or similar vehicle which WE have agreed to insure for which WE accept 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 “Limitations as to Use” on the Certificate of Motor Insurance (or by endorsement if a CERTIFICATE has not been issued);
- b) racing, speed testing, rallies and competitions (other than road safety rallies and treasure hunts);

or is being driven:

- c) by any person 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 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.

# General Exceptions

## Applying to the whole policy

---

### 4. War Risks

NFU MUTUAL will not pay for any consequence of war, invasion, act of foreign enemy, hostilities (whether war be 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.

### 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 miss-describes 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 exclusions 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;

# General Exceptions

## Applying to the whole policy

---

- 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 passengers 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.

### **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 VAT/GST or equivalent local tax.

# 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. WE will require written details of any claim. 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 US 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 is 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.

### 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".

# General Conditions

## Applying to the whole policy

---

### 5. 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.

### 8. 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.

# General Conditions

## Applying to the whole policy

---

### 9. 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 Motorcycle 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 social domestic and pleasure only to include business use;
- 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;
- YOU or any driver named to drive any VEHICLE insured on YOUR policy changes their name due to marriage or change by deed poll;

# General Conditions

## Applying to the whole policy

---

- 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.



# General Conditions

## Applying to the whole policy

---

### 10. 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 unless WE have told YOU, in writing, that this is unnecessary.

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 in 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 or damage to the VEHICLE by FIRE or THEFT
- Liability to the Public
- No Claims Discount
- Trailers
- EU Compulsory Insurance
- European Travel
- Motor Legal Protection
- European Motor Assistance Gold
- Helpline Service

### **Third Party Only**

---

The following sections of the policy apply:

- Liability to the Public
- No Claims Discount
- Trailers
- EU Compulsory Insurance

- European Travel
- Motor Legal Protection
- European Motor Assistance Gold
- Helpline Service

### **Accidental Damage, Fire and Theft**

---

The following sections of the policy apply:

- Damage to the Vehicle
- Motor Legal Protection
- Helpline Service

### **Fire and Theft**

---

The following sections of the policy apply:

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

# 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.

If NFU MUTUAL decides to repair the VEHICLE, they may use parts and accessories which are not supplied or made by the original manufacturer of the VEHICLE.

### Maximum Amount Payable

The maximum NFU MUTUAL will pay will be:

- a) the MARKET VALUE of the VEHICLE or,
- b) the 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, NFU MUTUAL will settle the claim and the damaged VEHICLE will then belong to NFU MUTUAL.

### Spare Parts and Accessories

The VEHICLE's spare parts and accessories are insured in the same way as the VEHICLE, while kept in or on the VEHICLE or in YOUR private garage.

### 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 or leasing 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.

## **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.

## **New Vehicle Replacement**

If the VEHICLE is less than 6 months old and is:

- a) subject to THEFT and not recovered; or
- b) damaged so that repairs will cost more than 60% of the manufacturer's new vehicle list price (including relevant taxes and fitted accessories) at the date the damage occurred then NFU MUTUAL will pay the cost of replacing the VEHICLE (subject to availability) with a new vehicle of the same make, model and specification. The original VEHICLE will then belong to NFU MUTUAL.

NFU MUTUAL will only replace YOUR VEHICLE if:

- a) YOU own the VEHICLE or are buying it under a hire-purchase agreement or other type of agreement where ownership of the VEHICLE will pass to YOU and
- b) the hire-purchase company agrees.

If a new vehicle of the same make, model or specification is not available, NFU MUTUAL will pay YOU the amount YOU paid for YOUR VEHICLE. NFU MUTUAL will not pay set up fees, interest payments, delivery charges (other than manufacturer's delivery charges) and vehicle tax, VAT/GST or equivalent local tax. NFU MUTUAL will not pay if YOUR VEHICLE has previously been declared a total loss by any Insurer. NFU MUTUAL will only make a payment if YOU provide sight of a purchase receipt or invoice.

## **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, loss of use or damage by frost;
3. mechanical, electrical, electronic, computer failures or breakdowns or breakages;
4. damage to tyres by punctures, cuts, bursts or braking;
5. loss or damage to accessories and spare parts by THEFT, if the VEHICLE is not subject to THEFT at the same time;
6. damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed;
7. loss or damage to helmets, gloves or other items of clothing;
8. reduction in MARKET VALUE of the VEHICLE as a result of a repair;

9. 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. 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 25
  - b) aged between 25 to 34
  - c) aged 35 and over
2. YOU must pay the amount shown on YOUR SCHEDULE under the heading “Excess amounts” for when the VEHICLE is lost or damaged other than by FIRE, lightning, explosion, THEFT or attempted THEFT. This amount is in addition to any other amount which the policy does not insure.
3. YOU must pay the amount shown on YOUR SCHEDULE for each and every claim for loss or damage caused by the THEFT or attempted THEFT of any VEHICLE having four wheels or more or any all terrain vehicle.

This excess is reduced to the secured THEFT excess shown on YOUR SCHEDULE where;

- a) the VEHICLE is temporarily out of use; and
- b) garaged in a securely locked building of substantial construction; or
- c) secured to an immovable object.

This amount is in addition to any other amount for which the Insured is responsible under the policy.

# 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) solicitors' 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.

## What is insured

---

### YOUR Cover

NFU MUTUAL will pay for 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 involving:

- a) the VEHICLE;
- b) any TRAILER attached to the VEHICLE;
- c) while YOU are driving a motorcycle that does not belong to YOU and is not hired to YOU under a hire-purchase agreement, but only if:
  - i. this driving is permitted by the SCHEDULE and/or CERTIFICATE, and
  - ii. YOU have permission of the owner.

Provided that, in respect of damage to property, the maximum amount payable for any one claim or a number of claims arising from one cause, will be:

£20,000,000 exclusive of COSTS

£25,000,000 inclusive of COSTS

### Other Person's Cover

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

- a) any person YOU allow to drive or use the VEHICLE, provided this is permitted by the SCHEDULE and/or CERTIFICATE;
- b) YOUR employer or partner, in respect of any VEHICLE that does not belong to and is not hired or leased to them and is being used by YOU or with YOUR permission;
- c) 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 the Emergency Treatment Fees as required by the Road Traffic Acts. Any payment made will not count as a claim for the purpose of No Claims Discount.

## **Application of Limits of Indemnity**

In the event of any accident involving 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 NFU MUTUAL's total liability beyond any limit referred to in this policy.

## **What is not insured**

---

### **NFU MUTUAL will not pay for**

1. INJURY to any person arising out of or in the course of their employment, unless required by the Road Traffic Acts.
2.
  - i. damage to any vehicle, trailer, or property which belongs to anyone insured by this section, or
  - ii. damage to any vehicle, trailer, or property which is in the custody or control of anyone insured by this section, or
  - iii. 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.
3. Liability incurred by anyone, other than YOU, if they are insured under any other insurance policy.
4. 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 Act.

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.



# Uninsured Driver Claims

## What is insured

---

If the driver of YOUR VEHICLE is involved in an accident caused by an uninsured driver, NFU MUTUAL will not reduce YOUR no claims discount and YOU will not have to pay any excess under Damage to the Vehicle cover.

## Special conditions

YOU must advise NFU MUTUAL of the uninsured driver's details, the make, model and registration mark of the vehicle and details of any independent witnesses. NFU MUTUAL will deduct excesses and reduce no claims discount until they are satisfied the uninsured driver is at fault.

# No Claims Discount

## What applies

---

If the VEHICLE is eligible for no claims discount and no claims have 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	50%

A claim will reduce the discount at YOUR next renewal

From:	To:
50%	30%
40%	20%
30%	Nil
20%	Nil

After two or more claims the no claims discount will not be allowed.

## Protected No Claims Discount

If the policy schedule states that no claims discount is "Protected" YOUR no claims discount will not be reduced if YOU make fewer than three claims in any five consecutive periods of insurance.

If YOU make three claims in any five consecutive periods of insurance, the discount will be reduced from 50% to 30%.

If YOU make five or more claims YOU will lose all YOUR no claims discount.

## 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) Loss or damage to a TRAILER;
  - c) Any claim where NFU MUTUAL is able to recover the full cost of the claim from a third party (or would be able to but for the operation of a market claims handling agreement).

# Trailers

## What is insured

---

### Cover

The indemnity provided under sections “Damage to the Vehicle”, “Liability to the Public” and “EU Compulsory Insurance” shall apply to any TRAILER described in the SCHEDULE as though it were a VEHICLE.

The maximum amount payable under “Damage to the Vehicle” shall be the TRAILER’s MARKET VALUE or the Insured’s estimate of value as stated in the SCHEDULE, whichever is the 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, 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.

# 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).

# European Travel

## What is insured

---

### Full Cover

NFU MUTUAL will provide the same cover currently applicable to YOUR VEHICLE under sections “Damage to the Vehicle”, “Liability to the Public” and “Trailers” while the VEHICLE is in any of the following countries or principalities for any trip up to a maximum of 14 days and provided the duration of all trips in any one period of insurance shall not exceed 60 days:

Andorra	Greece	Poland
Austria	Hungary	Portugal
Belgium	Iceland	Romania
Bulgaria	Italy	San Marino
Cyprus	Latvia	Slovak Republic
Czech Republic	Liechtenstein	Slovenia
Denmark	Lithuania	Spain
Estonia	Luxembourg	Sweden
Finland	Malta	Switzerland
France	Monaco	Turkey
Germany	Netherlands	
Gibraltar	Norway	

**YOU must inform ISLANDS INSURANCE if YOU require cover for any single trip longer than 14 days or if you are going to exceed the 60 day limit stated as WE reserve the right to charge an additional premium.**

Cover also applies while travelling via the Channel Tunnel or by sea between ports in any of these countries or principalities, Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands provided that the journey is by a recognised sea passage and takes less than 65 hours in normal conditions.

If an accident causes damage to the VEHICLE which is covered under the policy and YOU are unable to return the VEHICLE to the United Kingdom or the Channel Islands because of the damage, NFU MUTUAL will pay for:

- a) customs duty YOU have to pay because YOU have temporarily imported the VEHICLE; and
- b) the reasonable cost of returning the VEHICLE after repair to YOUR address shown on the SCHEDULE or YOUR temporary address in the country where damage occurred.

## **Bail Bond**

NFU MUTUAL will provide a guarantee or deposit of up to £2,500 if YOU or the driver are detained, or if the VEHICLE is impounded because of an accident which has led, or might lead, to a claim under the policy.

As soon as the guarantee is released or the deposit can be recovered, YOU or the driver must comply with all necessary formalities and give NFU MUTUAL all the help and information it needs to get the guarantee cancelled or the deposit returned. YOU must reimburse NFU MUTUAL, without delay, any amount which it cannot recover.

## **Restricted Cover**

Cover is restricted to "Liability to the Public" while the VEHICLE or TRAILER is in any of the following countries or principalities:

Albania	Republic of Moldova
Belarus	Montenegro
Bosnia and Herzegovina	Morocco
Croatia	Serbia
Israel	Tunisia
Macedonia FYR	Ukraine

## **What is not insured**

---

No cover applies while the VEHICLE or TRAILER is in any country or principality not noted in either of the two lists under "What is Insured".

# Insurance Cover for Driving Abroad

## Level of cover

Your NFU MUTUAL motor insurance provides YOU with the same level of cover at home and abroad, for temporary visits, to all of the countries indicated below. Simply take YOUR certificate of motor insurance and this policy document with YOU in place of a “Green Card” (International Certificate of Motor Insurance).

## When YOU should contact ISLANDS INSURANCE

- If YOUR trip abroad is longer than 14 days.
- If YOU need cover for a country not listed above, or YOU are in any doubt about YOUR cover in the countries YOU plan to visit.
- If YOU would like travel insurance for cancellation or curtailment, personal possessions and medical expenses.

## Free 24 hour emergency assistance helpline

As an NFU MUTUAL customer, if YOU are injured, involved in an accident, fall ill, YOUR vehicle breaks down, or YOU encounter any kind of emergency while abroad, assistance is available 24 hours a day to help YOU in locating and arranging help.

Mutuaide Assistance will provide this free advice on behalf of NFU MUTUAL to help identify the most suitable, practical and reasonable way of dealing with YOUR emergency.

**Please note:** unless YOU have paid for continental breakdown cover or travel insurance YOU must pay for all expenses incurred on YOUR behalf, such as parts, repairs, tickets, medical expenses, etc.

In case of emergency please telephone Mutuaide Assistance’s English speaking international operation centre:

From France on a land line 0800 22 92 92 (there will be no charge for this call) From other EU countries on a land line 00 33 1 45 16 64 65 (Mutuaide will be happy to call you back). From France or any other EU country on a mobile + 33 1 45 16 64 65 (Mutuaide will be happy to call you back). Alternatively please ring the international operator requesting a reverse charge call to Paris 45 16 64 65

**If YOU need to show evidence of YOUR insurance cover please present this document. The following translations may help:**

## English

The insurance provided by this certificate meets the compulsory motor insurance requirements of Andorra, Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Liechtenstein, Luxemburg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, San Marino, Slovak Republic, Spain, Sweden and Switzerland.



## French

La couverture offerte par la presente attestation repond aux obligations d'assurance automobile des pays suivants: Allemagne, Autriche, Belgique, Danemark, Espagne, Finlande, France, Gibraltar, Grece, Hongrie, La Republique Irlandaise, Islande, Italie, Liechtenstein, Luxembourg, Norvege, Pays- Bas, principaute d'Andorre, principaute de Monaco, Portugal, Republique de Saint-Marin, Republique tcheque, Slovaquie, Suede et Suisse.

## German

Die Versicherung, die durch diese Bescheinigung ausgestellt wird, entspricht den obligatorischen Anforderungen der Kraftfahrzeug-Versicherung für Andorra, Belgien, Danemark, Deutschland, Finnland, Frankreich, Gibraltar, Griechenland, Island, Italien, Liechtenstein, Luxemburg, Monaco, die Niederlande, Norwegen, Österreich, Portugal, die Republik Irland, San Marino, Schweden, die Schweiz, die Slowakische Republik, Spanien, die Tschechische Republik und Ungarn.

## Italian

L'assicurazione attestata da questo certificate soddisfa i requisiti dell'assicurazione per autoveicoli obbligatoria in Andorra, Austria, Belgio, Danimarca, Finlandia, Francia, Germania, Gibilterra, Grecia, Repubblica d'Irlanda, Islanda, Italia, Liechtenstein, Lussemburgo, Monaco, Norvegia, Paesi Bassi, Portogallo, Repubblica ceca, Repubblica solvacca, San Marino, Spagna, Svezia, Svizzera e Ungheria.

## Spanish

El seguro provisto en esta poliza cumple con los requisitos obligatorios de seguro de vehiculos de Alemania, Andorra, Austria, Belgica, Dinamarca, Espana, Finlandia, Francia, Gibraltar, Grecia, Hungria, Republica de Irlanda, Islandia, Italia, Liechtenstein, Luxemburgo, Monaco, Noruega, Los Paises Bajos, Portugal, Republica Checa, Republica Eslovaca, San Marino, Suecia y Suiza.

## If YOU drive in Spain

NFU MUTUAL will provide a guarantee or deposit of up to £2,500 if YOU or the driver is detained or YOUR VEHICLE is impounded because of an accident. Simply show the following wording to the relevant authorities:

**Autorizamos a MAPFRE Edificio Mapfre, Carretera de Pozuelo, de Alarcon A Majadahonda, KM3800, Majadahonda, MADRID, a actuar en nombre de nuestro Asegurado para obtener la liberacion del vehiculo y/o del Asegurado y/o de la persona autorizada para conducir el mismo de detencion oficial como consecuencia de un accidente. A tal efecto MAPFRE Edificio Mapfre queda autorizada por el presente para establecer garantias y depositos hasta £2,500.**

As soon as the guarantee is released or the deposit can be recovered, YOU or the driver must comply with all necessary formalities and give NFU MUTUAL all the help and information it needs to get the guarantee cancelled or the deposit returned. YOU must reimburse NFU MUTUAL, without delay, any amount which it cannot recover.

**If YOU drive in France**

YOU should also take YOUR Vehicle Registration Document as the authorities may ask to see this if YOU have an accident.

# 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**

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

### **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 and 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 Service**

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 and 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.**

# European Motor Assistance Gold

In the event of a breakdown, please call the 24 hour helpline on:

0800 197 1013 for calls from Jersey

0800 197 1015 for calls from Guernsey

44 117 934 2177 for calls from the rest of Europe

Please be ready to provide the following information:

- Policyholder's name.
- Registration number of the VEHICLE.
- Make, model and colour of the VEHICLE.
- Nature of the breakdown and location of the VEHICLE.

## Definitions for this section only

---

<b>BREAKDOWN(S)</b>	(a) Mechanical or electrical failure; or (b) Accidental damage, or damage caused by vandalism, fire, theft or attempted theft; which stops YOUR VEHICLE moving.
<b>DAS</b>	DAS Legal Expenses Insurance Company Limited, which is the service provider for European Motor Assistance Gold
<b>INSURED PERSON(S)</b>	YOU and any passenger or driver who is on the VEHICLE with YOUR permission at the time of the BREAKDOWN
<b>NFU MUTUAL</b>	The National Farmers Union Mutual Insurance Society Limited.
<b>PERIOD OF COVER</b>	The period for which NFU MUTUAL has agreed to cover YOU.
<b>TERRITORIAL LIMIT</b>	<b>Sub-section A</b> The Channel Islands. <b>Sub-section B</b> The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the European Union, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
<b>VEHICLE</b>	The vehicle declared to ISLANDS INSURANCE. Cover extends to include any trailer attached to the vehicle at the time of the breakdown. The vehicle, excluding any trailer, must not weigh more than 3.5 tonnes gross vehicle mass or be over 5.5 metres (18 feet) in length, or over 2.3 metres (7 feet 6 inches) wide.

Any trailer attached to the vehicle must not exceed 7.6 metres (25 feet) in length.

**WE/US/OUR**

DAS, who provides the assistance service, which is operated on behalf of NFU MUTUAL, and any authorised employees or agents operating on DAS's behalf

**YOU/YOUR/DRIVER**

The INSURED or any other person driving the VEHICLE until the time of BREAKDOWN with YOUR permission, provided that they are permitted to drive under the terms of the policy.

**What is insured**

---

YOU are covered for the assistance services in this section for a maximum of six BREAKDOWNS in the 12 month period following the start date of this policy and in any 12 month period following renewal of the policy, if YOU have paid YOUR premium.

If the service YOU require is not provided for under the terms of this section, or if YOU have reached the maximum number of BREAKDOWNS covered in the period, WE will try to arrange assistance at YOUR expense if YOU wish. The terms of any such assistance are a matter for YOU and YOUR supplier.

## Sub-Section A – Channel Islands Cover

### 1. Emergency Roadside Repairs And Home Breakdown

WE will pay the call-out charge and up to one hour's labour costs for one of OUR approved agents to attend the scene of the BREAKDOWN and, where possible, to carry out emergency repairs.

### 2. Vehicle Recovery

If YOUR VEHICLE cannot be repaired within one hour at the scene of the BREAKDOWN, WE will pay for the cost of transporting YOUR VEHICLE and INSURED PERSON(S) to a single destination of either:

- a) a suitable repairer; or
- b) if the INSURED PERSON wishes, their home address, provided it is nearer.

### 3. Getting You To Your Destination

If YOUR VEHICLE cannot be repaired on the same day as the BREAKDOWN, WE will either:

- a) pay the cost of transporting YOUR VEHICLE or INSURED PERSON(S) or both to a destination(s) within the TERRITORIAL LIMIT provided that the INSURED PERSON(S) are transported to the same destination; or
- b) arrange transport for INSURED PERSON(S) to travel to a hotel, providing YOU are not on YOUR island of residence. YOU will have to pay for the cost of this and the hotel costs, but WE will reimburse YOU up to £100 per person per night for accommodation. The most WE will pay for transport to the hotel and the cost of hotel accommodation is £750 for any one BREAKDOWN. YOU must pay the hotel

bill, but WE will pay YOU back on receipt of the relevant bill(s) subject to the £750 limit for any one BREAKDOWN; and

- c) pay the additional costs of the ferry crossing following the missed departure following the BREAKDOWN of the VEHICLE.

### **Conditions**

- i) WE will only pay a maximum of £750 for any one BREAKDOWN.
- ii) YOU must send US all the relevant invoice(s) before YOU are reimbursed.

At all times WE decide on the best way of providing help.

### **4. Emergency Message Service**

When YOU claim for any of the services detailed in 1, 2 and 3 above WE will forward a message to a member of YOUR family, friend or work colleague if YOU would like this.

## **Sub-Section B – United Kingdom and European Cover**

### **1. Emergency Roadside Repairs**

WE will pay the call-out charge and up to one hour's labour costs for one of OUR approved repairers to attend the scene of the BREAKDOWN and, where possible, carry out emergency repairs.

### **2. Vehicle Recovery**

If the VEHICLE cannot be repaired within one hour at the scene of the BREAKDOWN, WE will pay the cost of transporting YOUR VEHICLE and INSURED PERSON(S) to one of OUR approved repairers.

### **3. Getting You To Your Destination**

If YOUR VEHICLE cannot be repaired on the same day as the BREAKDOWN, WE will either:

- a) pay the cost of transporting YOUR VEHICLE or INSURED PERSON(S) or both to a destination(s) within the TERRITORIAL LIMIT provided that the INSURED PERSON(S) are transported to the same destination.

WE will not pay more than the value of YOUR VEHICLE; or

- b) arrange transport for INSURED PERSON(S) to travel to a hotel and an INSURED PERSON'S hotel accommodation costs up to £100 per night. YOU must pay the cost of transport and the hotel bill, but WE will reimburse YOU on receipt of the relevant bill(s), but the most WE will pay for all claims arising from any one BREAKDOWN is £750; or
- c) pay the cost of hiring a replacement VEHICLE up to £1000. The replacement VEHICLE must remain within the TERRITORIAL LIMIT, and
- d) pay the additional costs of the ferry crossing following the missed departure following the BREAKDOWN of the VEHICLE.

At all times WE will decide on the best way of providing help. The most WE will pay for all claims arising from any one BREAKDOWN is £3,000.

#### 4. Emergency Message Service

When YOU claim for any of the services detailed in 1, 2 and 3 above WE will forward a message to a member of YOUR family, friend or work colleague if YOU would like this.

#### What is not insured

---

1. The BREAKDOWN of YOUR VEHICLE:
  - a) if it has knowingly been driven in an unsafe or un-roadworthy condition; or
  - b) which has resulted from lack of oil, fuel or water; or
  - c) which occurs while YOUR VEHICLE is being used for motor racing, trials or rallying or for hire or reward.
2. The cost of:
  - a) storage charges, YOU will be responsible for any VEHICLE storage charges incurred when YOU are using OUR services; or
  - b) spare or replacement parts, fluids or fuel or any other materials used in repairing YOUR VEHICLE; or
  - c) any other repairs except those at the scene of the BREAKDOWN; or
  - d) replacing a wheel if YOUR VEHICLE does not have a serviceable spare wheel; or
  - e) replacing broken windows or keys or finding missing keys; or
  - f) ferry crossings, parking charges, fines or toll charges (other than additional costs following missed departures following the BREAKDOWN of the VEHICLE).
3. Any charges arising from an INSURED PERSON's failure to comply with OUR instructions or OUR approved agents' instructions in respect of the assistance being provided.
4. Any costs incurred before YOU have notified US of the BREAKDOWN.
5. Any VEHICLE which cannot be recovered by a standard trailer or transporter.
6. The recovery of a trailer on tow which exceeds 7.6 metres (25 feet) in length.
7. BREAKDOWNS caused by, contributed to by or arising from:
  - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; or
  - c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000; or
  - d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

## Conditions applying to this section

---

1. An INSURED PERSON must keep to the terms and conditions of this section.
2. At all times during the PERIOD OF COVER, the VEHICLE must be maintained in a roadworthy condition and regularly serviced.
3. YOU or an INSURED PERSON must be present with the VEHICLE when the approved agent arrives.
4. WE will make every effort to provide the service at all times, but WE will not be responsible for any liability arising from breakdown of the service.
5. The transportation of any animal or livestock is undertaken solely at OUR discretion and WE accept no liability for the safety or welfare of any animal or livestock during its transportation.
6. WE will not pay for any loss that is not directly covered by the terms and conditions of this section. For example WE will not pay for YOUR travel costs for collecting YOUR VEHICLE from a repairer, loss of income from taking time off work because of a BREAKDOWN, or loss from cancelled or missed appointments.
7. WE will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
8. This section is governed by English law.

# 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;

- c) '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;
- 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' 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;
- f) 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;
- g) 'YOU' and 'YOUR' refer to the policyholder.