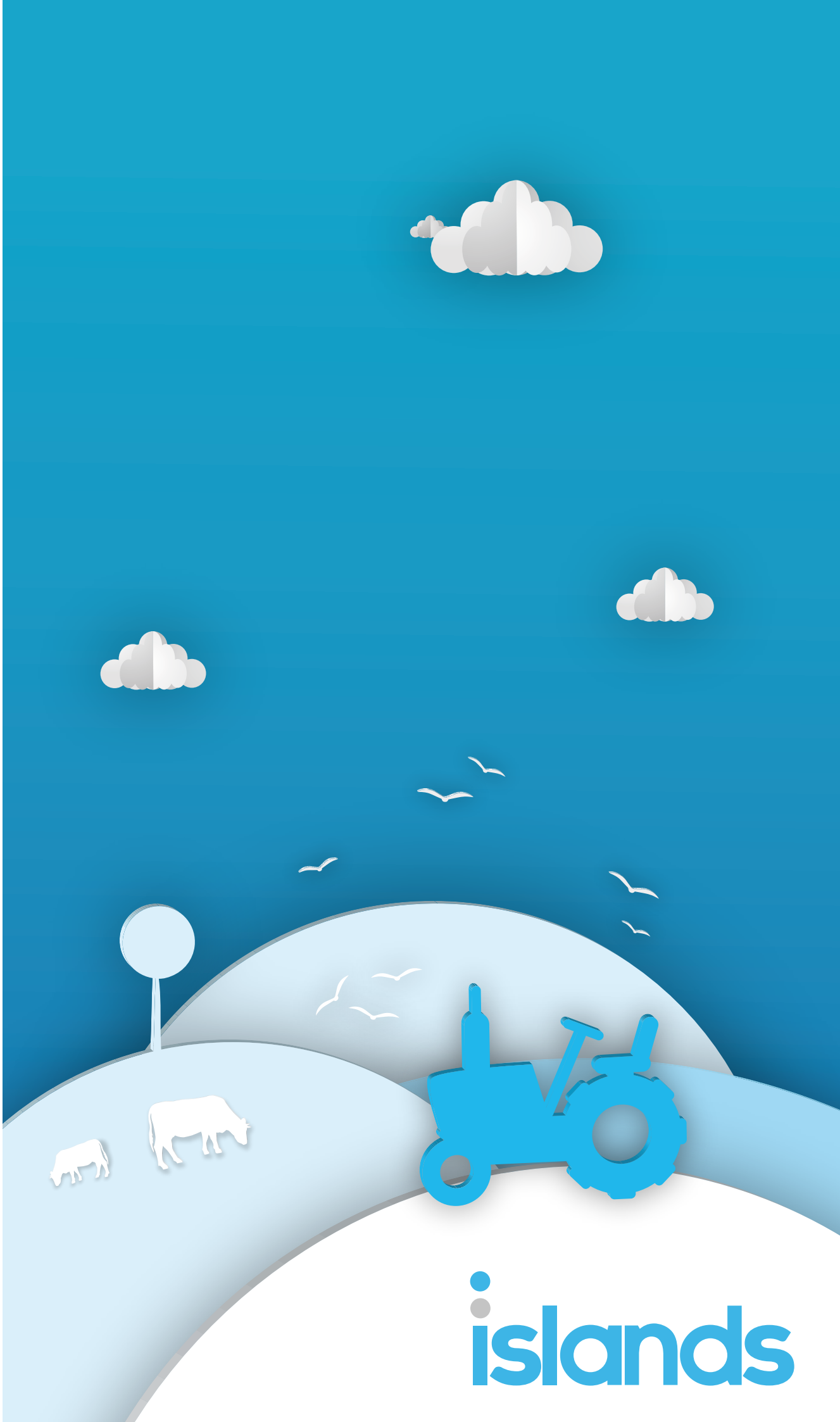


# Agricultural Vehicle

POLICY



**islands**



Thank you for choosing Islands Insurance and NFU Mutual.

### 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

This policy is underwritten and arranged by M J Touzel (Insurance Brokers) Ltd, trading as Islands Insurance, on behalf of The National Farmers Union Mutual Insurance Society Limited (NFU Mutual). M J Touzel (Insurance Brokers) Ltd is registered in Jersey (No. 2589) at Kingsgate House, 55 The Esplanade, St Helier, Jersey, JE1 4HQ and is regulated by the Jersey Financial Services Commission (JFSC) under the Financial Services (Jersey) Law 1998 for General Insurance Mediation Business (No: GIMB 0046) and is a member of the NFU Mutual Group of Companies.

### Guernsey & Alderney

This policy is underwritten and arranged by The Islands' Insurance Brokers Ltd (Islands Insurance) on behalf of The National Farmers Union Mutual Insurance Society Limited (NFU Mutual). The Islands' Insurance Brokers Ltd is registered in Guernsey (No. 6841) at Lancaster Court, Forest Lane, St Peter Port, Guernsey, GY1 1WJ and is regulated 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 only (No: 13696) and is a member of the NFU Mutual Group of Companies.

# Thank you for placing your Insurance with NFU Mutual

## Cancellation Rights

If YOU do not want to accept YOUR new cover, YOU may cancel the cover by writing to or calling the Islands Insurance office which issued YOUR policy within 14 days of receiving the policy or amendment to an existing policy. WE may charge pro rata for the cover provided. YOUR Certificate of Insurance and Windscreen Insurance Display, if issued, must be returned to US.

## 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 Islands Insurance office which issued this policy.

If YOU remain unhappy with the outcome, depending on your circumstances, YOU may be able to refer YOUR complaint to one of the following Financial Ombudsman Services:

1 The Channel Islands Financial Ombudsman at PO Box 114, St Helier, JE4 9QG.

For more information visit [www.ci-fo.org](http://www.ci-fo.org) or call **01534 768610 (Jersey)** or **01481 722218 (Bailiwick of Guernsey)**

2 The Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London E14 9SR.

For more information visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or call **0800 023 4567** from a landline or **0300 123 9123** from a mobile phone.

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.

## Financial Services Compensation Scheme

WE are covered by the Financial Services Compensation Scheme (FSCS), which means that YOU may be entitled to compensation from the Scheme if WE cannot meet OUR obligations. This depends on the type of policy YOU have and the circumstances of the claim. YOU can find out more at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling **0800 678 1100**.

## Statutory Status

YOU can check OUR statutory status on the Financial Services Register. YOU can access the Financial Services Register from the Financial Conduct Authority (FCA) website [www.fca.org.uk](http://www.fca.org.uk) or by calling the FCA on **0800 111 6768**. OUR Financial Services Register number is 117664.

## Privacy Policy

To find out more about how WE use YOUR personal information and YOUR rights, and how WE may process the personal information of anyone named in YOUR policy or any beneficiary of YOUR policy, please go to the Privacy Policy on the Islands Insurance website - [www.islands.insure/privacy-policy/](http://www.islands.insure/privacy-policy/). Please share the Privacy Policy with any individuals named on YOUR policy.

## Fraud Prevention and Detection

To prevent and detect fraud WE may at any time check, share and/or file details including information about YOU or anyone who may benefit from this policy 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 or the personal data of anyone who may benefit from this policy for this purpose.

## CONTENTS

Thank you .....	3
Policy Introduction .....	5
Definitions .....	6
General Exceptions .....	8
General Conditions .....	10
Permitted Use .....	13
Damage to the Vehicle .....	14
Liability to the Public .....	16
Trailers .....	19
EU Compulsory Insurance .....	19
Servicing and Repair .....	19
Goods in Transit .....	20
Motor Legal Protection .....	21
Cover Extensions .....	26
European Travel.....	26
Tree Felling .....	27
Tree Haulage .....	27
Operative Endorsements .....	27
Charitable Assignment Condition .....	28

## POLICY INTRODUCTION

In return for YOU paying YOUR premium and US accepting it, WE 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 US, and is based on the information YOU provided, which is confirmed in the statement of insurance.

YOUR policy, SCHEDULE, CERTIFICATE and any endorsements describe the cover WE are 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 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 part of the United Kingdom, Channel Islands or Isle of Man where YOU have YOUR principal place of business; 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.



**Tim Brangwyn**

**Managing Director**

The Islands Insurance Group

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

## Definitions

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

### **ALL TERRAIN VEHICLE**

Any motorcycle, all terrain vehicle, all terrain cycle, quad or other sit astride open motorised vehicle, designed for off road use.

### **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. Where "policyholder" appears on any CERTIFICATE it means the same as insured.

### **MARKET VALUE**

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

### **NFU MUTUAL/WE/US/OUR**

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 Agricultural Vehicle Insurance Schedule forming part of this policy.

### **TERRITORIAL LIMITS**

The United Kingdom, 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**

1 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);

2 any malicious damage, FIRE or explosion resulting from or following 1 above.

### **TRAILER**

Any trailer, implement or machine designed to be towed by any VEHICLE insured by this policy,  
and

Any horse or livestock trailer.

### **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 and:

- 1 any front end loader and its attachments; and
- 2 any items which are essential to or an integral part of the vehicle; whether attached to the vehicle or not.

## General Exceptions

(Applying to the whole policy)

### 1 Uninsured Drivers and Use

WE 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 WE will not apply Exception a) or c).

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

- a) is competent in driving the VEHICLE;
- b) has the owner's permission to drive;
- c) is at least 13 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

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

### 3 Radioactivity

WE 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

WE 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, WE will pay where it is necessary to meet the requirements of the Road Traffic Acts.

### 5 Riot

WE 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 (other than Great Britain, the Channel Islands or the Isle of Man).

### 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:
  - i. this insurance; or
  - ii. anyone named on the policy SCHEDULE;

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

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

### 7 Assault

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

**8** Unless WE have agreed to provide cover for specific circumstances by endorsement, the following exclusions will apply:

- a) **Terra Firma, Airside and Rails**



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

- i. not running solely on terra firma, however this exclusion shall not apply to vehicles designed primarily for use on land;
- ii. 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;
- ii. fitted with wheels enabling it to travel on rails.

**b) Explosives**

WE will not pay for any claim if YOUR VEHICLE or TRAILER is being used for the transportation of high explosives such as nitro glycerine, dynamite or any other similar explosive. This does not apply to the carriage of live shotgun cartridges for FIELD SPORT ACTIVITIES.

**c) Chemicals and Gases**

WE 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 UN Recommendations on the Transport of Dangerous Goods, Model Regulations ("Orange Book").

This exclusion will not apply to any VEHICLE of less than 17.5 tonnes gross VEHICLE weight carrying:

- xi. any substance or compound that is used as an insecticide, herbicide, fungicide or other control of pests, disease or weeds, desiccant, defoliant, growth regulator, fertiliser or compost accelerator; or
- ii. diesel, petrol, paraffin, kerosene or heating oil solely for YOUR own use.

**d) Armed Forces and Law Enforcement**

WE 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**

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

WE are 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. WE 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 WE have paid or are due to pay under the policy. WE will do this for OUR benefit and at OUR expense, but using YOUR name or the name of anyone else who is insured by the policy.

## 3 Alternative Basis of Settlement

WE may end OUR responsibility under YOUR policy by paying the limit of indemnity or sum insured shown in YOUR policy after reducing it by any amounts WE have already paid.

## 4 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 free access at all reasonable times to examine the VEHICLE and any TRAILER which is insured.

## 5 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, WE will only pay OUR share of the claim.

If the claim involves a VEHICLE loaned to YOU by OUR approved repairer, WE will not pay any part of the claim covered by the approved repairer's insurance.

This condition does not apply to Personal Accident, or Liability to the Public – "Other Persons' Cover" or "Movement of Other Vehicles".

## 6 Cancellation of the Policy

YOU may cancel YOUR policy, by writing to US or calling US. 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 YOU tell US that YOUR policy is to be cancelled or from a future date advised by YOU or from an earlier date at OUR sole discretion.

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;

## General conditions

(Applying to the whole policy)

- b) where a change in YOUR circumstances means that WE 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 the Islands Credit Agreement to pay the premium, 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.

### 7 Arbitration

Where WE have accepted a claim but there is disagreement over the amount to be paid, the matter will be decided by an arbitrator. WE and YOU will jointly agree the identity of the arbitrator in line with current law. The arbitrator will decide who pays the fees, for example the fees may be split between the parties, or one party may pay all the fees.

### 8 Observing the Terms and Conditions

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

### 9 Right of Recovery

The law of any country where WE are providing cover may require US to settle a claim which WE would not otherwise have paid. If this happens, WE reserve the right to recover this amount from YOU, or from whoever incurred the liability.

### 10 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 Agricultural 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 farming use to agricultural contracting 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;
- YOU stop being a UK or Channel Islands resident;
- YOU or any driver named 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).

## General conditions

(Applying to the whole policy)

**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;

### **Applying to the whole 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 Judgments 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.

## **11 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 do not want to offer renewal of YOUR policy WE will contact YOU in writing in accordance with the Cancellation of the Policy General Condition.

## Permitted Use

WE 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 of or damage to the VEHICLE by FIRE or THEFT
- Liability to the Public
- Trailers
- EU Compulsory Insurance
- Servicing and Repair
- Goods in Transit
- Motor Legal Protection

### Third Party Only

The following sections of the policy apply:

- Liability to the Public
- Trailers
- EU Compulsory Insurance
- Servicing and Repair
- Goods in Transit
- Motor Legal Protection

## Damage to the Vehicle

### What is insured

#### YOUR Cover

If the VEHICLE is subject to THEFT or damaged WE will:

- 1 pay the cost of repair; or
- 2 pay the amount of the loss or damage; or
- 3 replace the VEHICLE.

WE will decide whether 1, 2 or 3 will apply.

#### Maximum Amount Payable

The maximum WE will pay will be the MARKET VALUE of the VEHICLE or, the value shown on YOUR SCHEDULE.

If the VEHICLE is subject to THEFT and then recovered after WE have paid for the loss of the VEHICLE, it will belong to US.

If the VEHICLE is so badly damaged that it is uneconomic to repair it, WE will settle YOUR 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 kept in, carried by or are attached to the VEHICLE.

#### Recovery and Delivery

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

- 1 protecting and transporting the VEHICLE to the nearest suitable repairer;
- 2 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 WE can identify the legal owner of the VEHICLE, WE will make any payment for the total loss or destruction of the VEHICLE to the legal owner.

#### Repairs

If WE have 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.

#### New Vehicle Replacement

If the VEHICLE is a UK specification model and less than one year old from the date of first registration as new and it is:

- 1 subject to THEFT and not recovered; or
- 2 damaged so that repairs will cost more than 60% of the manufacturer's new vehicle list price (including vehicle tax, VAT and fitted accessories) at the date the damage occurred; or
- 3 damaged so that repairs will cost more than the VEHICLE's current value at the date the damage occurred then WE 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 US.

WE will only replace YOUR VEHICLE if:

- 1 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
- 2 the hire purchase company agrees.

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

## What is not insured

### WE 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 and rubber tracks 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 except damage to electrical wiring, the Engine Control Unit and alternator caused by a short circuit;
- 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.
- 8 damage to the internal machinery of any VEHICLE or TRAILER which is caused by the introduction of any matter which the machinery is designed to process.
- 9 contents, utensils, tools and equipment in a TRAILER.

### 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 an amount for loss of or damage to any ALL TERRAIN VEHICLE caused by THEFT.  
  
The amount payable is shown in the SCHEDULE against unsecured vehicles unless the VEHICLE is:
  - a) unattended for a period of time no longer than 30 minutes;
  - b) garaged in a securely locked building of substantial construction; or
  - c) secured to an immovable object.  
If a), b) or c) apply the amount payable is shown against secured vehicles.
- 3 YOU must pay the amount shown on YOUR SCHEDULE for damage to the internal machinery of any VEHICLE or TRAILER that is caused by the introduction of any object or matter which that machinery is not designed to process.
- 4 YOU must pay the amount shown on YOUR SCHEDULE for each and every claim for loss or damage caused when any VEHICLE or TRAILER is being used for agricultural contracting purposes, unless damage is limited to the cost of replacing glass in the windscreen or window.
- 5 YOU must pay the amount shown on YOUR SCHEDULE for any claim arising from damage to electrical wiring caused by a short circuit.

## Liability to the Public

### Definitions for this section only

#### COSTS

- 1 all legal costs recoverable from YOU by any claimant which have been incurred before WE have paid or offered to pay either the full amount of the claim or the indemnity limit applicable;
  - 2 solicitors' fees for representation at any coroner's inquest or fatal inquiry or defending in any court of summary jurisdiction;
  - 3 costs for legal services to defend any person WE insure, if proceedings are taken for manslaughter or causing death by careless or dangerous driving;
  - 4 all other costs and expenses;
- all incurred with OUR 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

WE 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:

- 1 the VEHICLE;
- 2 the loading or unloading of the VEHICLE;
- 3 any TRAILER attached to the VEHICLE;
- 4 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 a 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, WE will cover:

- 1 anyone YOU allow to drive the VEHICLE provided this is permitted by the SCHEDULE and/or CERTIFICATE and they have permission from the owner;
- 2 anyone who hires the VEHICLE provided this is permitted by the SCHEDULE and/or CERTIFICATE and they have the permission from the owner;
- 3 anyone while using (but not driving) the VEHICLE;
- 4 any passenger while travelling in or getting into or out of the VEHICLE;
- 5 the legal personal representative of any deceased person who, before their death, incurred liability covered by this section.

#### Emergency Treatment

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

#### Application of Limits of Indemnity

In the event of US 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 not insured by this policy, which is parked in a position which obstructs the legitimate path of the VEHICLE, WE will pay all damages and costs for which YOU are legally liable, if moving that vehicle causes:

- 1 INJURY to any person; or
- 2 damage to that vehicle or any other property.

However, WE 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 a number of claims arising out of one cause, will be £5,000,000 exclusive of COSTS.

## What is not insured

### WE will not pay for

- 1 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.
- 2 Other Persons' Cover part 1 and 2 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.
- 3 Other Persons' Cover part 4 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.
- 4 Exclusions 2 and 3 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 13 years of age.
- 5
  - 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 custody or control of anyone insured by this section.

WE will not apply the exclusion under 5 b) above to the "Movement of Other Vehicles" cover of this section for damage to the vehicle being moved.

- 6 Liability incurred by anyone, other than YOU, if they are insured under any other insurance policy.
- 7 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 WE provide 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 WE allege 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.

- 8 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.
- 9 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.
- 10 Unless it is necessary to meet the requirements of the Road Traffic Acts, YOU are not covered for liability in respect of:
  - a) INJURY to any person or damage to property, land or crops caused by, accelerated by, or attributable to the coming into contact with any substance or compound that is used:
    - i. in whole or part as an insecticide, herbicide or other control of pests, disease or weeds, or
    - ii. as a desiccant, defoliant or growth regulator, and which arises from the dissemination of which substance or compound.

WE will not apply exclusion 10 a) above if the INJURY or damage is caused by

- i. an incident which is sudden identifiable unintended and unexpected which takes place in

- ii. its entirety at a specific time and place during the PERIOD OF INSURANCE and, liability arising from the use of a VEHICLE insured by this policy on land occupied by YOU, or on crops that belong to YOU.
- b) POLLUTION unless arising directly from:
  - i. collision, impact or overturning, or
  - ii. FIRE, or
  - iii. malicious damage of or to the VEHICLE.

All POLLUTION and any 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 WE will pay for any incident caused by or arising from pollution will be £5,000,000 in the aggregate.

- 11 The use of any TRAILER whilst static and being used as a catering facility or for advertising/promotional purposes, except as required by the Road Traffic Acts.

## **What is not insured**

## **The amounts YOU have to pay**

For any claim in respect of POLLUTION, YOU must pay the amount shown on YOUR SCHEDULE.

## Trailers

### Definitions for this section only

#### UNSPECIFIED TRAILER

Any TRAILER except any:

- 1 caravan or trailer tent;
- 2 articulated trailer unit;
- 3 front end loader and mounting frame;
- 4 mechanically-propelled vehicle or disabled mechanically-propelled vehicle.

#### SPECIFIED TRAILER

Any TRAILER specified in the SCHEDULE.

### What is insured

#### UNSPECIFIED TRAILERS

WE will provide cover under "Damage to the Vehicle" and "Liability to the Public" for any UNSPECIFIED TRAILER which is YOUR property or in YOUR custody or control.

The amount payable under "Damage to the Vehicle" is the lesser of the MARKET VALUE or £500,000.

#### SPECIFIED TRAILERS

WE will provide cover for any SPECIFIED TRAILER that is specified in the SCHEDULE.

The level of cover which applies is shown in the SCHEDULE.

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

### What is not insured

WE will not pay for any loss under "Liability to the Public" whilst any SPECIFIED TRAILER or UNSPECIFIED TRAILER is:

- 1 attached to a VEHICLE not covered by this policy;
- 2 unattached to any VEHICLE and in use.

## EU Compulsory Insurance

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

- 1 any country which is a member of the European Union;
- 2 any other country which the Commission of the European Union is satisfied has made arrangements to meet the requirements of Article 8 of the EC Directive 2009/103/EC on insurance of civil liabilities arising from the use of motor vehicles.

## 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".

# Goods in Transit

## Definitions for this section only

### PROPERTY

- 1 Agricultural or horticultural produce, supplies and machinery (including spare parts and accessories); and
- 2 household goods belonging to YOU or any of YOUR employees.

### ONE EVENT

One occurrence or series of occurrences arising directly or indirectly from one source or original cause.

## What is insured

If any PROPERTY is lost, subject to THEFT or damaged while in, on, being loaded onto or being unloaded from any VEHICLE or TRAILER insured by this policy, WE will:

- 1 pay the amount of the loss or damage, or
- 2 replace such PROPERTY or any part of it.

WE will decide whether 1 or 2 will apply. The maximum amount payable for any ONE EVENT is £1,000.

Covered in the same way as PROPERTY are:

- 1 sheets, tarpaulins, ropes, chains and pallets. The maximum amount payable for any ONE EVENT is £250;
- 2 YOUR or any of YOUR employees' personal effects. The maximum amount payable for any ONE EVENT is £100.

WE will also pay the reasonable cost of:

- 1 the removal of debris and clearance of the site following damage to PROPERTY insured by this section;
- 2 reloading any VEHICLE or TRAILER as a direct consequence of the accidental discharge of any PROPERTY while in or on any VEHICLE or TRAILER insured by this policy;
- 3 transferring PROPERTY to another VEHICLE or TRAILER as a direct consequence of damage to the conveying VEHICLE or TRAILER insured by this policy.

**The maximum amount payable for any ONE EVENT shall be £250.**

## What is not insured

WE will not pay for:

- 1 Loss or damage caused by or resulting from:
  - a) damp, mildew, rust or frost;
  - b) electrical or mechanical derangement or breakdown;
  - c) delay of any kind unless as a direct consequence of FIRE, THEFT or overturning or collision of the conveying VEHICLE or TRAILER;
  - d) wear and tear, scratching, bruising, denting, abrading, vermin, moth, insects or inherent vice or defect;
  - e) confiscation, seizure or detention by customs or other officials or authorities;
  - f) THEFT by employees unless discovered within seven days of its occurrence.
- 2 Loss, destruction or damage to livestock or to any mechanically-propelled vehicle.
- 3 For any claim for "Goods in Transit" YOU must pay the amount shown on YOUR SCHEDULE .

## Motor Legal Protection

To make a claim under this section of the policy telephone **0800 587 8876** as soon as possible after the incident to speak with one of the dedicated customer claims handlers.

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

### Definitions for this section only

#### ADVISORY SERVICE

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

DAS Legal Expenses Insurance Company Ltd 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 Ltd manage all claims on behalf of NFU MUTUAL.

#### BENEFICIARY

- 1 YOU; or
  - 2 any driver or 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 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

- 1 All reasonable and necessary costs charged by the APPOINTED LAWYER on a standard basis.
- 2 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

- 1 For LEGAL COSTS;

Andorra	Liechtenstein
Austria	Lithuania
Belgium	Luxembourg
Bosnia and Herzegovina	Malta
Bulgaria	Monaco
The Channel Islands	Montenegro
Croatia	Netherlands
Cyprus	North Macedonia
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  
Italy  
Latvia

Turkey (West of the Bosphorus)  
United Kingdom

- 2 For VEHICLE HIRE COSTS:  
England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.

#### **DATE OF OCCURRENCE**

- 1 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.
- 2 For criminal cases the date of occurrence is when the INSURED person began or is alleged to have begun to break the law in question.

#### **What is insured**

If:

- 1 the DATE OF OCCURRENCE of the insured incident is during the PERIOD OF INSURANCE and the insured incident happens within the TERRITORIAL LIMITS;
- 2 and any legal proceedings are dealt with by a court or other body which the ADVISORY SERVICE agrees to in the TERRITORIAL LIMITS; and
- 3 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:

- 1 causes damage to the VEHICLE or to personal property in it; or
- 2 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:

- 1 purchase, sale or hire of the VEHICLE or its spare parts or accessories; or
- 2 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 WE pay any LEGAL COSTS for appeals the ADVISORY SERVICE must agree that it is always more likely than not that the appeal will be successful.

#### **Replacement Vehicle Hire**

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

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

#### **Maximum Amount Payable**

The most WE 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

- 2 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 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

- 1 Apart from US 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 WE have to pay 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 agree 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 US 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 WE have to pay and must pay US 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 WE provide will end at once, unless the ADVISORY SERVICE agree 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 WE provide 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 US;
  - 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 services**

A BENEFICIARY can contact the ADVISORY SERVICE's UK-based call centre 24 hours a day, seven days a week. However, they may need to arrange to call the BENEFICIARY back depending on their enquiry. To help the ADVISORY SERVICE check and improve their service standards, they may record all calls. When phoning, please tell the person that YOU talk to that YOU are an NFU MUTUAL policyholder.

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

### **Legal Advice Service**

The ADVISORY SERVICE will provide a BENEFICIARY with confidential legal advice over the phone on any legal issue, under the laws of the United Kingdom, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If the BENEFICIARY calls outside these times, a message will be taken and a return call arranged within the operating hours.

### **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, 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](tel:01179340552)**



## **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](tel:01179342121).**

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

## Cover Extensions European Travel

This cover extension only applies if shown on YOUR SCHEDULE, for the period specified.

### What is insured

#### Full Cover

WE will provide the same cover currently applicable to YOUR VEHICLE under sections "Damage to the VEHICLE", "Liability to the Public", "Trailers" and "Servicing and Repair" while the VEHICLE is in any of the following countries or principalities:

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	

Cover also applies while travelling via the Channel Tunnel or by sea between ports in any of these countries or principalities, The United Kingdom, 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, WE will pay for:

- 1 customs duty YOU have to pay because YOU have temporarily imported the VEHICLE; and
- 2 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

WE 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 US all the help and information WE need to get the guarantee cancelled or the deposit returned. YOU must reimburse US, without delay, any amount which WE cannot recover.

#### Restricted Cover

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

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

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

## Tree Felling

This cover extension only applies if shown on YOUR SCHEDULE.

### What is insured

In addition to the use shown on YOUR SCHEDULE, WE will cover tree felling away from YOUR own premises.

### What is not insured

WE will not pay under "Liability to the Public" for:

- 1 the felling of any tree that is over 6 metres in height, unless its distance from any public road (unless closed), railway, building, structure or overhead cable exceeds its height;
- 2 the topping or lopping of any tree that exceeds 10 metres in height and is within 10 metres of any public road (unless closed), railway, building, structure or overhead cable.

### The amounts YOU have to pay

YOU must pay the amount shown on YOUR SCHEDULE for any claim in respect of damage to property caused by, through or in connection with the felling or lopping of any tree.

## Tree Haulage

This cover extension only applies if shown on YOUR SCHEDULE.

### What is insured

In addition to the use shown on YOUR SCHEDULE, WE will cover tree haulage on a road or public highway.

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

**If you'd like this document in large print, braille or audio, just contact us.**

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

