

Thank you

for placing your vehicle insurance with NFU Mutual.

Cancellation Rights

If you do not wish to accept your new cover, you may cancel the cover in writing within 14 days of receiving the policy or amendment to an existing policy. We may charge pro rata for the cover provided.

Complaints

NFU Mutual strives to provide its customers with the highest level of service and would like to know if you are not satisfied with any aspect of this. Should you wish to make comments of any kind about our service please contact the manager of the Regional Office or Call Centre which issued your policy. The address of our Regional Office can be obtained from the Agent where you purchased your insurance.

We will take any complaint seriously and endeavour to handle it fairly, consistently and promptly. If you are not satisfied with the way in which we have dealt with your complaint please write to The Customer Services Director, NFU Mutual, Tiddington Road, Stratford upon Avon, CV37 7BJ. In the unlikely event that you remain dissatisfied, the Financial Ombudsman Service may be prepared to review your complaint. No charge is made for this service and you should write to:

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

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 or by calling 020 7892 7300.

Statutory Status

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

Data Protection Notice

The National Farmers Union Mutual Insurance Society Limited is the data controller and we will process personal information we obtain from you and from third parties in accordance with the Data Protection Act 1998. We may check and / or pass some or all of the personal information we obtain in connection with your insurance or claim to other insurance companies in order to administer the policy for underwriting and for claims handling purposes, to our appointed service providers and reinsurers, to regulatory or other organisations so that we can comply with our obligations and to databases and fraud prevention agencies. We may use your information to carry out research. It may be necessary to transfer your information to other companies outside the European Economic Area for any of the above purposes and / or for systems administration. We will take steps to ensure your privacy rights are protected. We may search the agencies and databases we have described to:

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

We can supply, on request, further information about the databases and agencies we have described.

You have a right to ask us for a copy of the personal information we hold about you if you apply to us in writing.

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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 of motor insurance 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, English Law. The contract shall be subject to the non-exclusive jurisdiction of the English Courts.



S. Bower
Customer Services Director
The National Farmers Union Mutual Insurance Society Limited

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, 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 of Motor Insurance it means the same as insured.

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/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 current 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.

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, implement or machine designed to be drawn by, or carried by any vehicle insured by this policy other than any:

1. caravan,
2. mechanically-propelled vehicle or disabled mechanically-propelled vehicle,
3. front end loader and mounting-frame.

VEHICLE

Any vehicle which we have agreed to insure and for which you have paid or have agreed to pay the premium and:

- a) Any front end loader and mounting frame; and
 - b) Any items which are essential to or an integral part of the vehicle;
- whether attached to the vehicle or not.

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.

Table of Cover

The cover applicable to your VEHICLE(S) is explained in the table 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: <ul style="list-style-type: none">• Damage to the Vehicle, Please note that under Damage to the vehicle section, YOU are only covered for loss of or damage to the VEHICLE by FIRE, self-ignition 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: <ul style="list-style-type: none">• Liability to the public• Trailers• EU compulsory insurance• Servicing and Repair• Goods in Transit• Motor legal protection
Fire and Theft only	The following sections of the policy apply: <ul style="list-style-type: none">• Damage to the Vehicle, Please note that under Damage to the vehicle section, YOU are only covered for loss of or damage to the VEHICLE by FIRE, self-ignition or THEFT.• Trailers• Motor legal protection
Accidental Damage, Fire and Theft	The following sections of the policy apply: <ul style="list-style-type: none">• Damage to the Vehicle

Damage to the Vehicle

What Is Insured

Cover

If the VEHICLE is stolen or damaged WE will:

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

WE will decide whether (a), (b) or (c) will apply.

Maximum Amount Payable

WE will pay the lesser of:

- a) the MARKET VALUE of the VEHICLE or,
- b) YOUR estimate of value shown on YOUR SCHEDULE.

The VEHICLE will belong to US if:

- a) it is stolen, and then recovered after WE have paid for the loss of the VEHICLE, or
- b) it is damaged beyond economic repair and WE have paid the claim.

Spare Parts and Accessories

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

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:

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

Hiring and Leasing

If the VEHICLE is the subject of a hire-purchase agreement and 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 less than one year old from the date of delivery as new and it is:

- a) stolen and not recovered; or
- b) damaged beyond economic repair

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

- a) YOU own the VEHICLE or are buying it under a hire purchase agreement (not a leasing, contract hire agreement, or other type of agreement where ownership of the VEHICLE does not pass to YOU).
- b) the hire purchase company agrees.
- c) the sum insured reflects the original purchase price.

If WE cannot replace the VEHICLE with a new VEHICLE of the same make, model and specification, then WE will pay an equal amount to the price YOU paid for the VEHICLE, subject to 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 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.

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; or
- 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

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.

COSTS

- a) 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;
- 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 WE insure, if proceedings are taken for manslaughter or causing death by careless or dangerous driving;
- d) other costs and expenses; all incurred with OUR written consent.

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:

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

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

Other Persons Cover

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

- a) anyone YOU allow to drive the VEHICLE;
- b) anyone who hires the VEHICLE;
- c) anyone while using (but not driving) the VEHICLE;
- d) any passenger while travelling in or getting into or out of the VEHICLE;
- e) the legal personal representative of any deceased person who, before their death, incurred liability covered by this section.

What Is Insured

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 as the policyholder this policy will apply separately to each, as if a separate policy had been issued to each, but this shall not increase OUR total liability beyond any limit referred to in this policy.

Movement of Other Vehicles

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

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

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

Liability to the Public

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 a) and b) unless the person driving holds a licence to drive the vehicle or has held and is not disqualified from holding or obtaining such a licence and they are driving on YOUR order or with the permission of YOU or the hirer of the VEHICLE.
3. Other Persons Cover part d) if, to the knowledge of the person claiming, the person driving does not hold a licence to drive the VEHICLE unless they have held and are not disqualified from holding or obtaining such a licence.
4. Points 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 or property which belongs to anyone insured by this section, or
 - b) damage to any VEHICLE, TRAILER, disabled mechanically-propelled vehicle 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 or property which belongs to or is in custody or control of anyone insured by this section.

WE will not apply 5b. 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

What Is Not Insured

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 Act, 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 such substance or compound.

WE will not apply 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 its entirety at a specific time and place during the PERIOD OF INSURANCE and,
 - ii) liability arises 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 damageof 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.

The Amounts You Have To Pay

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

Trailers

What Is Insured

Specified Trailers

WE will provide cover for any TRAILER specified in the policy SCHEDULE.

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

The amount payable under “Damage to the Vehicle” is YOUR estimate of value or MARKET VALUE, whichever is less.

Unspecified Trailers

WE will provide cover under “Damage to the Vehicle” and “Liability to the Public” for any other TRAILER used for agricultural purposes which is YOUR property or in YOUR custody or control.

The amount payable under “Damage to the Vehicle” is the lesser of MARKET VALUE or £35,000, however, this limit will not apply where:

- a. The TRAILER was attached to a VEHICLE covered by this policy at the time of the loss and
- b. That VEHICLE was also covered for such loss.

What Is Not Insured

Unless specified in the policy SCHEDULE WE will not pay for any loss under “Damage to the Vehicle” for any livestock or horse TRAILER.

We will not pay for any loss under “Liability to the Public” whilst the 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:

- 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).

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.

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

Goods in Transit

Definitions for this Section only

PROPERTY

- a) agricultural or horticultural produce, supplies and machinery (including spare parts and accessories), and
- b) 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, stolen or damaged while in, on, being loaded onto or being unloaded from any VEHICLE or TRAILER insured by this policy, WE will:

- a) pay the amount of the loss or damage, or
- b) replace such PROPERTY or any part of it.

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

Covered in the same way as PROPERTY are:

- a) sheets, tarpaulins, ropes, chains and pallets. The maximum amount payable for any ONE EVENT is £250;
- b) 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:

- a) the removal of debris and clearance of the site following damage to PROPERTY insured by this section;
- b) 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;
- c) 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.

BENEFICIARY

- a) YOU, or
- b) 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

- 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.

HIRE COSTS

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

TERRITORIAL LIMITS

- a) For LEGAL COSTS;

Andorra	Greece	Poland
Austria	Hungary	Portugal
Belgium	Iceland	Romania
Bosnia and Herzegovina	Isle of Man	San Marino
Bulgaria	Italy	Serbia and Montenegro
the Channel Islands	Latvia	Slovak Republic
Croatia	Liechtenstein	Slovenia
Cyprus	Lithuania	Spain
Czech Republic	Luxembourg	Sweden
Denmark	Macedonia FYR	Switzerland
Estonia	Malta	Turkey (West of the
Finland	Monaco	Bosphorus)
France	Netherlands	United Kingdom
Germany	Norway	
Gibraltar		

- b) For 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

For the purposes of this section of the policy DAS Legal Expenses Insurance Company Limited manage all claims on behalf of NFU MUTUAL.

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 insured person began or is alleged to have begun to break the law in question.

Motor Legal Protection

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.

What Is Insured

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:

- 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 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.

Motor Legal Protection

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 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;

Conditions Applying to this Cover

- 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 3b) 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.

Motor Legal Protection

Conditions Applying to this Cover

- 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

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 are 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 policyholder.

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

EuroLaw 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 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, 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 **0845 070 0174**

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.

Cover Extensions

European Travel

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

Full Cover

WE will provide the same cover under sections “Damage to the Vehicle”, “Liability to the Public” and “Trailers” 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 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, WE will pay for:

- customs duty YOU have to pay because YOU have temporarily imported the VEHICLE; and,
- 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	Israel	Serbia and Montenegro
Belarus	Macedonia FYR	Tunisia
Bosnia Herzegovina	Republic of Moldova	Ukraine
Croatia	Morocco	

What Is Not Insured

No cover applies while the VEHICLE is in any country or principality not noted in either of the two lists above.

Tree Felling

This cover extension only applies if shown on YOUR policy 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 which 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, topping or lopping of any tree.

Tree Haulage

This cover extension only applies if shown on YOUR policy SCHEDULE

What Is Insured

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

What Is Not Insured

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, have never held a licence to drive the VEHICLE, or are prevented by law from obtaining a licence to drive the VEHICLE;
 - e) with YOUR consent by any person who YOU know has never held a licence to drive the VEHICLE, or is prevented by law from obtaining a 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.

6. Fraud

If any claim is in any way fraudulent, WE will not pay the claim and YOU will forfeit all the benefits of YOUR policy.

7. Assault

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

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 or windows. 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.

This condition does not apply to Liability to the Public - "Other Persons Cover" or "Movement of Other Vehicles".

6. Cancellation of the Policy

WE may cancel YOUR policy by giving YOU 14 days written notice to YOUR last known address. YOU will then be required to return the CERTIFICATE. YOU will be entitled to a proportionate return of premium.

YOU may cancel YOUR policy, by sending US written notice and returning the CERTIFICATE. The cancellation will be effective from the date the CERTIFICATE is returned or from an earlier date at OUR sole discretion. The refund for the unexpired portion of insurance will be calculated from the following scale:

Period of expired insurance	Proportion of annual premium refund
Up to 7 days	50%
Up to 31 days	25%
Over 31 days	Nil

If YOU default under our Credit Agreement to pay the premium, cover under YOUR policy will cease in accordance with the conditions of the Credit Agreement unless WE agree otherwise in writing.

7. Arbitration

If WE agree with YOU that there is a valid claim, but WE disagree with YOU as to how much WE should pay, 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 US, but YOU cannot start these until the arbitrator has made his award.

8. Observing the Terms and Conditions

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

We are entitled to receive all necessary information and assistance from you or anyone else who is insured by the policy, relating to any driver or vehicle.

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. Keeping us Informed

YOU must tell US of any change of circumstances which will affect this insurance, if YOU are not sure whether the change will affect YOUR insurance YOU should tell US anyway.

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.

