

# Your Light Goods Vehicle Insurance



**NFU Mutual**

# Thank you

for placing your vehicle insurance with NFU Mutual.

## **Cancellation Rights**

If you do not want to accept your new cover, you may cancel the cover 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 our 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 documentation are drawn up in the English Language. We will communicate with you in English throughout the duration of this 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 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](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234. Our FSA registration number is 117664.

**Claim Notification Line**  
**24 hours a day FREEPHONE:**  
**0800 282 652**

## 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 provisions and administrations 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 you 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.

The 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.



T. D. Hewson-Stoate  
Customer Services Director  
The National Farmers Union Mutual Insurance Society Limited

**Note:** The National Farmers Union Mutual Insurance Society Limited is a Mutual Company. The Insured is a member of NFU Mutual and is subject to its Memorandum and Articles by virtue of the acceptance of this or any previous insurance issued by NFU Mutual.

# Definitions

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

## **Certificate**

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

## **Fire**

Fire, lightning or explosion.

## **Injury**

Bodily injury, death, illness or nervous shock.

## **Insured/You/Your**

Every person or organisation described in the schedule.

## **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.

## **Pollution or Contamination**

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

## **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. N.B. This definition does not apply to "RoadRescue after an Accident".

## **Theft**

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

## **Trailer**

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

## **Vehicle**

- a) any motor vehicle which we have agreed to insure and for which you have paid or have agreed to pay the premium  
or
- b) any motor vehicle loaned to you under our Approved Repairer Scheme.

# 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. 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 insurance schedule will show the level of cover applicable for each vehicle insured.

Comprehensive	All sections of the policy apply.
Third party fire and theft	<p>Sections of the policy that do NOT apply;</p> <ul style="list-style-type: none"> <li>• Personal Accident</li> <li>• Medical Expenses</li> <li>• Personal Belongings</li> <li>• Cover for Tools and</li> <li>• Courtesy Hire Vehicle</li> </ul> <p>Please note under 'Damage to the Vehicle', you are only covered for loss or damage to the vehicle by fire, self-ignition or theft.</p>
Third party only	<p>Sections of the policy that do NOT apply;</p> <ul style="list-style-type: none"> <li>• Damage to the Vehicle</li> <li>• Personal Accident</li> <li>• Medical Expenses</li> <li>• Personal Belongings</li> <li>• Cover for Tools and</li> <li>• Courtesy Hire Vehicle</li> </ul>
Accidental Damage, Fire and Theft	<p>You are only covered for:</p> <ul style="list-style-type: none"> <li>• Damage to the Vehicle,</li> <li>• Trailers and</li> <li>• Motor Legal Protection</li> </ul>
Fire and Theft only	<p>You are only covered for:</p> <ul style="list-style-type: none"> <li>• Please note under 'Damage to the Vehicle', you are only covered for loss or damage to the vehicle by fire, self-ignition or theft.</li> <li>• Trailers and</li> <li>• Motor Legal Protection.</li> </ul>

# Damage to the Vehicle

## What Is Insured

### Cover

If the vehicle is subject to Theft or damaged we will:

- a) pay the cost of repairs, or
- b) pay the amount of the loss or damage, or
- c) replace the vehicle

we will decide which of the above applies.

If we decide to repair the vehicle, we may use parts and accessories which are not supplied or made by the original manufacturer of the vehicle.

### Maximum Amount Payable

The maximum we will pay will be the:

- a) market value of the vehicle, which will be the amount it would cost to replace the vehicle with one of the same make, model, specification, age and condition, or
- b) value shown on the schedule.

whichever is less.

If the vehicle is subject to Theft, and then recovered after we have paid for the loss of the vehicle, it will then belong to us.

If the vehicle is so badly damaged that it is uneconomic to repair it, we will settle the claim and the damaged vehicle will then belong to us.

### Spare Parts and Accessories

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

### Fitted Audio or Visual Equipment

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

### Recovery and Delivery

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

- a) protecting and transporting the vehicle to our Approved Repairer or the nearest other suitable repairer;
- b) returning the vehicle after repair to your address shown in the schedule, or any other address you specify as long as this does not cost more than returning it to your address in the schedule.

### Hiring and Leasing

If the vehicle is the subject of a hire-purchase or leasing agreement and 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.

## What Is Insured

### 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 12 months old from the date of first registration as new and it is

- a) subject to Theft and not recovered; or
- b) damaged so that repairs will cost more than 60% of the manufacturer's new vehicle list price (including vehicle tax, VAT and fitted accessories) at the date the damage occurred; or
- c) damaged so that repairs will cost more than the vehicle's current value (as determined by Glass's Guide adjusted values) at the date the damaged 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

- 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.

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 vehicle's last known manufacturer's new vehicle list price (including vehicle tax, fitted accessories, and VAT if recoverable).

### Replacement Locks

If the vehicle keys or lock transmitter of the vehicle are stolen, we will pay for the cost of:

- a) replacing the door locks and all other points of access;
- b) replacing the ignition/steering lock;
- c) replacing the lock transmitter and central locking interface;
- d) resetting the alarm and immobiliser

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

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

# Damage to the Vehicle

## 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 by punctures, cuts, bursts or braking;
5. damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed;
6. mechanical, electrical, electronic, computer failures or breakdowns or breakages;
7. where the vehicle is not to UK or European specification and parts or accessories become unobtainable or obsolete in pattern and therefore out of stock in the UK:
  - a) increased repair and replacement parts or accessory costs due to non availability and/or waiting times for delivery; or
  - b) storage costs whilst awaiting commencement of repair to the vehicle.

### The Amounts You Have To Pay

1. If the only claim made is for the cost of replacing broken glass in the vehicle's windscreen, windows or sunroof (and repairing bodywork if this is damaged by the breakage), you must pay the amount shown on your schedule.

You will not be asked to pay anything towards the cost of the claim if the glass is repaired rather than replaced.

2. You must pay the amount shown on your schedule for loss or damage caused by theft, unless
  - a) the loss or damaged happened when the vehicle was in a locked garage, or
  - b) the vehicle is fitted with a tracking device approved by us, provided that the device is fully operational at the time of the theft, or
  - c) the only items stolen are the vehicle keys or lock transmitter.
3. You must pay the amounts shown on your schedule

## What Is Not Insured

when the vehicle (not being a vehicle loaned to you by our Approved Repairer) is being driven by or is in the charge of a person

- a) aged under 21, or
- b) aged between 21 and 25.

You will not have to pay the excess shown on your schedule for accidental damage where damage is

- a) caused by fire or theft, or
- b) limited to broken glass in the vehicle's windscreen or sunroof (and bodywork if this is damaged by the breakage), or
- c) happens while the vehicle is in the custody of a
  - i. member of the Motor Trade for servicing or repair, or
  - ii. parking attendant at a hotel, restaurant, vehicle park or other similar business.
4. Where your vehicle is not built to UK specification an excess in addition to any other amounts you are required to pay will apply for accidental damage and theft. The amount you must pay will be shown on your schedule.

You will not have to pay the amount shown on your schedule if the damage is

- a) limited to broken glass in the vehicle's windscreen, windows or sunroof (and bodywork if this is damaged by the breakage), or
- b) happens while the vehicle is in the custody of a
  - i. member of the Motor Trade for servicing or repair, or
  - ii. parking attendant at a hotel, restaurant, vehicle park or other similar business.

# Liability to the Public

## Definitions for this Section only

### Costs

- a) all legal costs recoverable from you by any claimant which have been incurred before 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 coroners 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) all other costs and expenses

All incurred with our written consent.

### Pollution or Contamination

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 involving:

- a) the vehicle;
- b) any trailer attached to the vehicle;
- c) the loading or unloading of the vehicle
- d) one disabled mechanically propelled vehicle while attached to the vehicle;
- e) you while travelling in or getting into or out of (but not driving) any vehicle which does not belong to you and is not hired to you under a hire-purchase or leasing agreement.

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 inclusive of costs

## What Is Insured

### Other Persons Cover

In the same way as you are covered, we will cover:

- a) anyone you allow to drive the vehicle;
- b) any passenger while travelling in or getting into or out of the vehicle;
- c) 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 any accident involving indemnity to more than one person any limitation in this policy of the amount of that indemnity shall apply, in priority, to the insured.

### Joint Insured Clause

Where more than one person is named in the schedule 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.

# Liability to the Public

## What Is Insured

### **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 the 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 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, unless required by the Road Traffic Acts.
2.
  - i. damage to any vehicle, trailer, disabled mechanically-propelled vehicle, motor cycle or property which belongs to anyone insured by this Section, or
  - ii. 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
  - iii. consequential loss arising from that damage.

We will not apply the exclusion under 2. i. above to the "Movement of Other Vehicles" cover of this Section for damage to the vehicle being moved.

3. Liability incurred by anyone, other than you, if they are insured under any other insurance policy.
4. Injury or damage or any resulting loss, cost or expense caused directly or indirectly by Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss unless we provide cover to meet the requirements of the Road Traffic Act.

For the purposes of this policy, 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.

5. Liability, unless we provide cover to meet the requirements of the Road Traffic Act, in respect of pollution or contamination or any injury or damage arising directly or indirectly from pollution or damage, other than pollution or contamination arising directly from
  - i) Collision, impact or overturning, or
  - ii) fire, self-ignition, lightning, explosion or malicious damageof or to the vehicle.

# Liability to the Public

## What Is Not Insured

All pollution and contamination and any injury or damage arising directly or indirectly from pollution or contamination, which arises out of one incident shall be considered to have occurred at the time such an incident takes place.

Our liability in respect of all damages payable in respect of all pollution or contamination and any injury or damage arising directly or indirectly from pollution or contamination, which is considered to have occurred during the period of insurance in respect of damage to property shall not exceed £5,000,000 in total.

6. Injury or damage that arises from the vehicle, trailer or plant which is part of, or attached to the vehicle being used as a tool unless we provide cover to meet the requirements of the Road Traffic Act.
7. Liability for injury or damage that occurs beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of any vehicle described in the schedule by any person other than the driver or attendant of the vehicle.

# Personal Accident

### Who is Insured

- You or your spouse, or
- if the insured is a partnership or limited company, any partner of that partnership or director of that company.

### What Is Insured

If there is injury to any person described above in an accident

- a) involving the vehicle, or
- b) while travelling in or getting into or out of any other vehicle,

we will pay the following to each injured person or their legal personal representative, if the injury is (or causes within three months of the accident) one or more of:

	Amount we will pay
• death	£15,000
• loss of any limb, or	} £5,000
• permanent loss of use of any limb, or	
• irrecoverable loss of all sight in one or both eyes	

### What Is Not Insured

1. In respect of any one injury, we will not pay under more than one motor policy issued by us.
2. Corporate organisations or firms.
3. Death or bodily injury arising from suicide or attempted suicide.

# Medical Expenses

### What Is Insured

If there is injury to the driver or any passengers in an accident involving the vehicle, we will pay up to £250 per person for medical expenses which are incurred.

# Personal Effects

## What Is Insured

If personal effects in or on the vehicle are the subject of Theft or damaged by fire, theft or in an accident, we will pay up to a total of £250.

## What Is Not Insured

We will not pay for:

1. theft of personal effects unless:
  - the vehicle was locked at all points of access, or
  - the vehicle was stolen at the same time;
2. Trade or business goods or samples;
3. cash, tickets, stamps, cheques or other negotiable money instruments.

# Tools

## What Applies

If tools in the vehicle are the subject of Theft, stolen or damaged by fire, theft or in an accident, we will pay up to £500.

A payment under this section will affect your no claims discount.

## What Does Not apply

1. Goods, samples, stock and materials, personal effects.
2. Mobile phones and other communication equipment, cameras, audio or visual equipment, computers, laptops or navigation systems.
3. Loss by theft when the vehicle was unlocked. Theft must have involved forcible entry to your vehicle.
4. Any tools in any open bodied vehicle unless such tools are contained within a locked secure tool chest which is permanently attached to the chassis.

# No Claim Discount

## What Applies

If the vehicle is eligible for no claim discount and no claim has been made involving that vehicle during the periods of insurance shown below, then the vehicle's next renewal premium will be reduced by the discount shown:

Period of Insurance	Discount
the previous year	15%
the previous two years	25%
the previous three years	35%
the previous four years	45%
the previous five years	50%
the previous six years	55%
the previous seven or more years	60%

## What Does Not apply

1. No claim discount is not normally transferable to anyone else. We will decide if no claim discount can be transferred.
2. No claim discount does not apply to:
  - a) trailers;
  - b) any vehicle covered for fire and theft or accidental damage fire and theft.
3. Claims for the following will not affect your entitlement to no claim discount:
  - a) Emergency Treatment Fees as required by the Road Traffic Acts;
  - b) repairing or replacing broken glass in the vehicle's windscreen, windows or sunroof (and repairing bodywork if this is damaged by the breakage);
  - c) "Road Rescue after an Accident";
  - d) loss of or damage to a trailer;
  - e) any claim where we are able to recover the full cost of that claim from a third party (or would be able to but for the operation of a market claims handling agreement);
  - f) replacement locks.

Each claim will reduce the discount at your next renewal from the level which applied during the period of insurance, according to the following scale:

from	60%	55%	50%	45%	35%	25%	15%	
to	50%	45%	35%	25%	15%	nil	nil	after 1 claim;
to	35%	25%	15%	nil	nil	nil	nil	after 2 claims;
to	15%	nil	nil	nil	nil	nil	nil	after 3 claims.

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

# 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).

# European Travel

## Full Cover

We will provide the same cover under sections “Damage to the vehicle, Liability to the Public, Personal Accident, Medical Expenses, Personal Effects, No Claim Discount, 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:

- a) customs duty you have to pay because you have temporarily imported the vehicle, and;
- b) the reasonable cost of returning the vehicle after repair to your address shown on the schedule or your temporary address in the country where damage occurred.

## Bail Bond

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 and 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

# Road Rescue After An Accident

## Definitions for this Section only

### Accident

Impact, collision or overturning of the vehicle, fire, theft or malicious damage.

### Territorial Limits

- a) the mainland of England including the Isle of Wight and the Isle of Man;
- b) Wales including Anglesey;
- c) Scotland including Orkney, Shetland and the Islands of Mull, Skye, Bute, Arran, Lewis, Harris, Islay and Jura;
- d) Northern Ireland;
- e) Channel Islands.

## What Is Insured

### Recovery of the Vehicle

If the vehicle is disabled because of an accident within the territorial limits, we will arrange and pay for protection and transportation to whichever of the following is most convenient to you or the driver:

- a) our Approved Repairer, or
- b) a repairer nominated by you, or the driver, or
- c) your home or the place where the vehicle is normally kept, or
- d) the vehicle's intended immediate destination within the territorial limits.

We will also pay for our choice of one of the following:

#### a) Return Home or Continuation of Journey

Transport or the hire of a vehicle to enable the driver and up to four passengers in the vehicle to reach your home, or the vehicle's intended immediate destination within the territorial limits. In addition, we will pay the reasonable cost of returning the vehicle to you after repair.

#### b) Hotel Accommodation

The cost of bed and breakfast for the driver and up to four passengers while waiting for repairs to the vehicle to be completed. However, we will only pay for one night's accommodation and a maximum of £50 per person and £200 per accident.

#### c) Alternative Means

Any other suitable method of assisting the driver or passengers.

## What Is Insured

### Terms and Conditions

1. We will not pay for any benefit unless assistance has been authorised by us.
2. The driver and passengers are responsible for the safety of the contents of the vehicle.
3. The driver and passengers must be with the vehicle at the time assistance is expected, unless they are incapacitated, or the vehicle has been stolen.
4. If the repairer, recovery specialist or any other nominated agent of ours requests evidence or information to confirm the driver or passengers are entitled to assistance, they must provide the evidence or information as far as they are able.

# Road Rescue After An Accident

## What Is Not Insured

We will not pay for assistance where:

1. the vehicle is disabled because of mechanical or electrical breakdown;
2. the vehicle is stranded in mud, snow, sand or water, unless as a result of an accident;
3. the vehicle has been modified for racing, trials or rallying, or is taking part in such activities;

or make any payment for:

4. the cost of any parts, lubricants, fluids or fuel needed to make the vehicle mobile;
5. any liability or consequential loss arising from carrying out the assistance provided by this cover;
6. any costs recoverable under any other policy of insurance, or under the service provided by any motoring organisation;
7. any claim arising when the vehicle is:
  - a) carrying more passengers or towing a greater weight than for which the vehicle was designed, or
  - b) driven unreasonably or on unsuitable terrain
8. expenses which would have been incurred normally in the journey;
9. any accident which could have been avoided, but was caused wilfully and deliberately by you, the driver or a passenger.

# Trailers

## What Is Insured

### Cover

If any trailer (but not any livestock trailer, horse trailer, catering trailer, caravan, or item of plant) is lost, stolen or damaged, and there is no other insurance covering the same loss or damage, we will pay up to £1,000 or its market value whichever is the less.

## What Is Not Insured

We will not pay for:

1. anything which results in the trailer or any part of the trailer being in a better condition than before it was damaged;
2. wear and tear, damaged caused by or arising from wear and tear, depreciation or loss of use;
3. reduction in the market value of the trailer as a result of a repair;
4. damage to tyres by punctures, cuts, bursts or braking;
5. damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed;
6. mechanical, electrical, electronic, computer, failures or breakdowns or breakages;
7. damage to the property being carried.

# Courtesy Hire Vehicle

## What Is Insured

### Cover

If the vehicle is so badly damaged to the extent that it is uneconomic to repair it, or stolen, we will provide a courtesy hire vehicle for up to 14 consecutive days or until your settlement cheque is received or if your vehicle is recovered undamaged (whichever is earliest).

Please note that a courtesy hire vehicle cannot be provided until your claim has been acknowledged and cover has been confirmed.

If the vehicle is so badly damaged to the extent that it is uneconomic to repair it, or stolen, we aim to provide a courtesy hire vehicle within one working day. However, if an incident occurs out of office hours it may not always be possible. We will endeavour to supply one within 48 hours.

Vehicles with special adaptations, for example those adapted for disabled drivers, can be provided but may result in delay. We cannot guarantee to provide a courtesy hire vehicle with dual control, a tow bar, child seats, an automatic gearbox, or the facility to take roof bars, a roof rack or a roof box. However, our nominated supplier may be able to assist you for an additional charge.

The vehicle must be hired to a person who is entitled to drive on the certificate. They will be responsible for collecting and returning the vehicle to our nominated supplier. Our nominated supplier can deliver to and collect from your home or pre-arranged location, where possible.

## What Is Not Insured

We will not provide a courtesy hire vehicle:

1. Unless the loss has been reported to our Claims Helpline **0800 282 652**;
2. Unless the vehicle has been placed via our Approved Repairer scheme;
3. Where your vehicle is damaged by attempted theft and is not actually stolen (unless it is so badly damaged to the extent that it is uneconomic to repair it);
4. Where your vehicle suffers any malicious damage, fire or explosion and is not actually stolen (unless it is so badly damaged to the extent that it is uneconomic to repair it);
5. Where loss occurs outside the territorial limits.

We will not pay for:

1. Additional hire costs where you have upgraded to a higher specification courtesy hire vehicle than that provided by our nominated supplier.
2. Increased cost of insurance cover when you upgrade to a higher specification of hire vehicle than the equivalent rental class of your vehicle.
3. Any additional consequential losses that may arise due to the inability to use your vehicle.

# Courtesy Hire Vehicle

## What Is Insured

Our nominated supplier's normal terms and conditions will apply. You will have to pay a deposit for the cost of fuel.

Unlimited mileage will apply when the vehicle is used within the territorial limits.

If you intend to take the courtesy hire vehicle out of the United Kingdom then prior arrangements must be made with our nominated supplier.

If a courtesy hire vehicle is provided, where your vehicle is so badly damaged to the extent that it is uneconomic to repair it, and subsequently your vehicle proves to be repairable, the courtesy hire vehicle must be returned to our nominated supplier within 48 hours of notice being given. An Approved Repairer courtesy vehicle may be available instead.

## What Is Not Insured

As a minimum standard the courtesy hire vehicle will be a 1.0 litre vehicle. They are not intended to be a direct replacement of your vehicle.

Comprehensive cover is provided in respect of a courtesy hire vehicle and is subject to the terms, conditions, exceptions and limitations noted in your policy wording, schedule and certificate of motor insurance.

To take advantage of this benefit where your vehicle has been stolen, you will need to provide the crime reference number to the NFU Mutual Assistance Line on **0800 282 652**. For security and training purposes telephone calls may be recorded or monitored.

Under this cover the maximum period of hire will be 14 days in respect of any one claim.

# 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**

- a) The vehicle,
- b) The trailer.

## **Appointed Lawyer**

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

## **Legal Costs**

- a) All reasonable and necessary costs charged by the appointed lawyer on a standard basis.
- b) costs incurred by opponents in civil cases if a beneficiary has to pay them, or pays them with the agreement of the advisory service.

## **Vehicle Hire Costs**

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

## **Territorial Limits**

- a) For Legal costs;

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

- b) For vehicle hire costs:

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

# Motor Legal Protection

## 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.

## What Is Insured

If:

- a) the date of occurrence of the insured incident is during the period of insurance and the insured incident happens within the territorial limits;
- b) and any legal proceedings are dealt with by a court or other body which the advisory service agrees to in the territorial limits; and
- c) in civil claims it is always more likely than not that the beneficiary will recover damages (or other legal remedy) or make a successful defence, then:

### Uninsured loss recovery

The advisory service will negotiate to recover any beneficiary's costs and losses for which another person may be legally liable, but which are not insured by your policy, after an event which:

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

### Motoring Prosecution Defence

The advisory service will defend a beneficiary's legal rights if an event leads to them being prosecuted for an offence in connection with using or driving the vehicle. This does not include parking offences or an offence which suggests that the beneficiary has been dishonest.

### Motor Contract Disputes

The advisory service will negotiate for a beneficiary's legal rights in a contractual dispute arising from an agreement which the beneficiary has entered into for the:

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

The beneficiary must have entered into the agreement during the period of insurance and the amount in dispute must exceed £100.

## What Is Insured

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 section only

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;

## What Is Not Insured

- 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.
4.
  - a) The beneficiary must tell the advisory service if anyone offers to settle a claim.

# Motor Legal Protection

## What Is Not Insured

- 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;

## What Is Not Insured

- 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 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.**

# Motor Legal Protection

## Helpline Services

### **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

## Road Rescue (National Assist)

This cover extension operates if National Assist is shown on your schedule, against Road Rescue.

### Definitions for this cover extension only

#### Beneficiary

You or any other person, who was driving the vehicle until the time of mechanical breakdown, provided that they are permitted to drive under the terms of the policy. For the purposes of other assistance beneficiary will include a maximum of eight people (seven passengers and one driver) in the vehicle at the time of the accident or mechanical breakdown.

#### Mechanical Breakdown

The breakdown, breakage or failure of any part needed to make the vehicle mobile.

#### Residence

The address last notified to us as your home or place where the vehicle is normally kept.

#### Territorial Limits

The mainland of England including the Isle of Wight and the Isle of Man, Wales including Anglesey, Scotland including the mainlands of Orkney and Shetland and the Islands of Skye, Bute, Lewis and Harris, Mull, Islay and Jura, Northern Ireland and the Channel Islands.

#### Vehicle

Any vehicle not exceeding 3500kg gross vehicle weight, insured by this policy for which the NFU Mutual has accepted a premium for road rescue insurance and any towed caravan or trailer, other than a livestock trailer, being towed by the vehicle.

#### We/Us/Our

The assistance service, which is operated on behalf of NFU Mutual and any authorised employees or agents operating on their behalf.

#### You/Your/Driver

The insured or any other person driving with your permission.

### What Is Insured

#### Roadside Assistance within the Territorial Limits.

If the vehicle suffers mechanical breakdown while at least one quarter of a mile from the residence during the period of insurance and within the territorial limits, we will pay for the costs of:

#### Emergency Roadside Assistance and Transportation.

A repairer to attend the scene including up to one hours labour to try and restore the vehicle's mobility. If we feel repairs are not practicable at the scene, we will arrange and pay for the vehicle to be taken to the nearest suitable garage or place of safe storage.

#### Other Assistance

If repairs cannot be completed on the same day as the mechanical breakdown, or specifically requested by the beneficiary, we will arrange and pay for our choice of one of the following:

### What Is Insured

a) taking the vehicle and beneficiaries to the residence, or the vehicle's intended destination within the territorial limits at the time of the mechanical breakdown, or the beneficiaries choice of repairer.

Or:

b) one night bed and breakfast while the vehicle is being repaired, but only up to £50 per beneficiary and £200 per mechanical breakdown.

Or:

c) a small hire vehicle for a period not exceeding 24 hours so that the beneficiaries can reach their next intended destination within the territorial limits or to return to the residence.

# Road Rescue (National Assist)

## What Is Insured

If appropriate, we will pay for a single second class rail ticket (or similar transport cost) so that the driver or their representative can collect the repaired vehicle from the repairer.

Or:

- d) any other suitable method of assisting the beneficiaries and repairing or transporting the vehicle.

If the beneficiary is unwilling to accept our decision or that of our agent on the most suitable form of assistance, then we will not pay more than £100 for any one mechanical breakdown.

If, during the journey the driver of the vehicle suffers accidental bodily injury or illness, which means that he or she cannot drive and there is no one else able or qualified to drive the vehicle, we will provide and pay for a driver to complete the journey or return the vehicle and passengers to the residence. While our driver is driving the vehicle, we will not apply:

- a) any General Exception restricting who may drive the vehicle or
- b) the paragraphs in "Damage to the Vehicle" which apply when a young person is driving the vehicle.

## What Is Not Insured

We will not pay for assistance where the vehicle:

1. is stranded in mud, snow, sand or water unless this is as a direct result of impact, collision or overturning of the vehicle.
2. has been modified for or is taking part in racing, trials or rallying.

Or pay for:

3. any parts, lubricants, fluids or fuel needed to restore the vehicle's mobility.
4. any liability or consequential loss resulting from carrying out the cover provided by this service.
5. any cost recoverable under any other policy of insurance or under the service provided by any motoring organisation.
6. any claim arising when the vehicle is:
  - a) carrying more passengers or towing a greater weight than for which the vehicle was designed, or
  - b) driven unreasonably or on unsuitable terrain.
7. expenses that would have been incurred normally on the journey.
8. any mechanical breakdown, which could have been avoided but was caused deliberately, by the beneficiary.
9. any vehicle 3500kg gross vehicle weight or over or longer than 5.5 metres in length.
10. mechanical breakdown caused by an inadequate or attempted repair carried out during the same journey unless we had authorised the repair.
11. the cost of replacing tyres or windows. The delivery and cost of tyres and spare parts are non negotiable and will be charged at a premium rate.

# Road Rescue (National Assist)

## What Is Not Insured

12. the cost of work carried out if the vehicle has a contaminated fuel fault because of human error.
13. any charge for ferry crossings or road toll charges incurred by the attending recovery vehicle whilst towing your vehicle.
14. any vehicle storage charges.
15. costs arising from specialist recovery services.
16. any costs arising from the provision of the services of a locksmith where you have lost or broken keys.
17. any claim arising where the vehicle:
  - a) is at an MOT test centre once the test has begun, or
  - b) has failed the MOT test.

## CONDITIONS APPLYING TO THIS COVER

1. You must always maintain the vehicle in a good mechanical and roadworthy condition and have it regularly serviced.
2. You must replace parts which are failing, including the battery, as soon as possible after you discover the defect.
3. No benefit shall be payable until we have authorised assistance.
4. The beneficiary is responsible for the safety of the contents of the vehicle.
5. The beneficiary must be with the vehicle at the time assistance is expected, unless they are incapacitated.
6. We may ask the beneficiary for a fee of not less than £20 if, after calling for assistance, the beneficiary is able to restore the vehicle's mobility by any means and does not immediately advise that assistance is no longer required.
7. Your vehicle registration number must be quoted when calling for assistance and relevant identification produced on demand.
8. We shall not be responsible for more than two claims made during any 12 month period, which arise from a common identified fault.
9. Any claim made under this extension will not affect no claim discount.
10. We reserve the right to nominate a suitable garage equipped to undertake repair at your expense, rather than recover an immobilised vehicle, where effective repairs can be completed on the same day.
11. If your vehicle needs to be taken to a garage after a breakdown, it must be in an easily accessible position for a recovery vehicle to load. If this is not the case you will have to pay a specialist recovery fee.

# Road Rescue (National plus Home Assist)

This cover extension operates, in addition to the cover described above under National Assist if National plus Home Assist is shown against Road Rescue on your schedule.

## What Is Insured

### **Roadside Assistance within the Territorial Limits.**

If the vehicle suffers mechanical breakdown while at, or within one quarter of a mile from the residence during the period of insurance and within the territorial limits, we will pay for the costs described above, subject to the same exclusions and general conditions.

# Road Rescue

## (Horse & Livestock Trailer Assist)

This cover extension operates, if Horse & Livestock Trailer Assist is shown on your schedule against Road Rescue under Specified Trailers.

### Definitions for this cover extension only

#### Accidental Injury

means accidental, external, visible injury to your horse or pony caused by violent means.

#### Beneficiary

means you or any person who was driving the vehicle until the time of mechanical breakdown, provided that they are permitted to drive under the terms of the policy. For the purposes of Other Assistance beneficiary will include a maximum of six people (five passengers and one driver) in the vehicle at the time of the accident or mechanical breakdown.

#### Mechanical Breakdown

means the breakdown, breakage or failure of any part essential to the trailer's mobility.

#### Residence

means the address last notified to us as your home or place where the trailer is normally kept.

#### Territorial Limits

means the mainland of England including the Isle of Wight and the Isle of Man, Wales including Anglesey, Scotland including the Island of Orkney, Shetland, Skye, Bute, Harris, Mull, Islay and Jura, Northern Ireland and the Channel Islands.

#### Trailer

Any trailer, which is designed and manufactured specifically for the transport of livestock, or a maximum of three average sized horses and which does not exceed 3.5 tonnes gross vehicle weight insured by the policy for which NFU Mutual has accepted a premium for Road Rescue.

#### We/Us/Our

means the assistance service which is operated on behalf of the NFU Mutual and any authorised employees or agents operating on their behalf.

#### You/Your/Driver

means the insured or any other person driving with your permission.

### What Is Insured

#### Roadside Assistance within the Territorial Limits

If the trailer suffers mechanical breakdown while at least one mile from the residence during the period of insurance and within the territorial limits we will pay for the costs of:

#### Emergency Roadside Assistance and Transportation

A repairer to attend the scene including up to one hours labour to try and restore the trailer's mobility. If the horse(s), pony(ies) or livestock need to be removed to facilitate repair, we will arrange and pay for temporary alternative transport for them while repairs are undertaken.

#### Recovery within the Territorial Limits

If repairs cannot be completed on the same day as the mechanical breakdown, or specifically requested by the beneficiary we will arrange and pay for our choice of one of the following:

- a) i. taking the trailer to the residence, or the trailer's intended destination within the territorial limits at the time of the mechanical breakdown or the beneficiaries choice of repairer

### What Is Insured

- ii. we will also arrange alternative transport for your horse(s), pony(ies) or livestock.

Or

- b) an equivalent hire vehicle to tow your trailer including the horse(s), pony(ies) or livestock so that the beneficiaries can reach their next intended destination within the territorial limits or return to the residence.

We will not pay for the cost of repairs in the event of either a) or b) occurring.

Or

- c) Up to two nights hotel accommodation (up to £50 per beneficiary per night) and livery of your horse(s) or pony(ies) or lairage of your livestock (up to £15 per animal per night) subject to a maximum of £250 per mechanical breakdown.

#### Other Assistance

We will relay up to 2 telephone messages to members of the beneficiaries family, friends or business associates to advise of:

- a) unforeseen travel delays;

# Road Rescue

## (Horse & Livestock Trailer Assist)

### What Is Insured

- b) any other problems related to an incident for which we are providing assistance.

If your horse(s), pony(ies) or livestock suffers accidental injury we can arrange:

- a) suitable transport to continue your journey or return to your residence.
- b) attendance of a veterinary surgeon, farrier or slaughter man (unless the incident happens somewhere where a veterinary surgeon, farrier or slaughter man are already in attendance).
- c) local livery or lairage (if possible) if urgent stabling is required.

You will be charged the current market rates for any veterinary treatment, transport and / or livery or lairage services provided.

### What Is Not Insured

We will not pay for:

1. the cost of spare parts needed to restore the trailer's mobility.
2. the cost of our services if your trailer is not in a roadworthy condition.
3. the cost of repairs or any reduction in market value of your trailer as a result of repair.
4. the cost of assistance or recovery if your trailer is stranded in mud, snow, sand or water.
5. any cost recoverable under any other policy of insurance or under the service provided by any motoring organisation.
6. damage or costs caused by gaining access to your trailer following a request for assistance.
7. any claim arising when the trailer is:
  - a) carrying more horses or a greater weight than for which it was designed, or
  - b) driven unreasonably or on unsuitable terrain.
8. expenses that would have been incurred normally in the journey.
9. any mechanical breakdown, which could have been avoided but was caused deliberately by the beneficiary.
10. mechanical breakdown caused by an inadequate or attempted repair carried out during the same journey unless we had authorised the repair.
11. the costs of replacing tyres or spare parts. The delivery and cost of tyres and spare parts are non negotiable and will be charged at a premium rate.
12. recovery or assistance where the trailer is being used for the carriage of horse(s), people or goods for hire or reward.
13. costs arising from specialists recovery services.
14. any trailer 36 years or older.

### CONDITIONS APPLYING TO THIS COVER

1. Your trailer must be maintained in good working order and in a roadworthy condition.
2. No benefit shall be payable until we have authorised assistance.
3. If we arrange for temporary roadside repairs to be carried out following damage to your trailer, or we provide recovery to your trailer, or we provide recovery to your nominated destination, we shall not be liable to provide further assistance for the same incident or event.
4. The beneficiary is responsible for the safety of your trailer and its contents and (unless incapacitated or by arrangement with us) must be with the trailer at the time assistance is expected.
5. Your vehicle or trailer registration or serial number must be quoted when calling for assistance and relevant identification produced on demand.
6. We may ask the beneficiary for a fee of not less than £20 if, after calling for assistance, the beneficiary is able to restore the trailers mobility by any means and does not immediately advise that assistance is no longer required.
7. The beneficiary will have to pay any toll or ferry fees incurred by the driver of the recovery vehicle.
8. We are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on instructions of the beneficiary.
9. We reserve the right to nominate a suitable garage equipped to undertake repair at the beneficiary's expense, rather than recover an immobilised trailer, where effective repairs can be completed on the same day.
10. If we arrange for temporary roadside repairs to be carried out to your trailer, you must immediately arrange for any permanent repair that may be necessary.
11. If your trailer needs to be taken to a garage after a breakdown and it is not in an easily accessible position for a recovery vehicle to load, you may have to pay for any specialist services or equipment required to access your trailer.
12. We will not arrange for assistance where your trailer is considered to be dangerous or illegal to repair or transport.
13. We shall not be responsible for more than two claims made during any 12 month period, which arise from a common identified fault.
14. If your trailer is totally immobilised and replacement transport cannot be provided, through normal commercial channels within a reasonable time period, we will reimburse reasonable out of pocket transportation costs incurred up to a maximum of £150.

# Continental Breakdown

This cover extension only operates if shown on your schedule.

## Definitions for this cover extension only

### Vehicle

Any motor vehicle for which we have accepted a premium for continental breakdown insurance.

### Trip

The time period specified on the schedule.

### Mechanical breakdown

The breakdown, breakage or failure of any part essential to the vehicle's mobility.

### Geographical area

The Republic of Ireland and the geographical area(s) covered by the International Motor Insurance Certificate (Green Card) issued by us for the vehicle.

### Driver

Any person who was driving the vehicle when the mechanical breakdown, loss or damage occurred, provided they are permitted to drive under the terms of your policy.

## What Is Insured

### Breakdown outside the geographical area.

You have cover if the vehicle suffers mechanical breakdown or loss or damage which forms a valid claim under "Damage to the Vehicle", whilst outside the geographical area, during

- a) the seven days immediately prior to the trip, or
- b) the return journey to your home at the end of that trip.

### Recovery of the vehicle

We will arrange and pay for a mechanic to attend the scene of the mechanical breakdown, including one hours roadside labour to try to restore the vehicle's mobility.

If we feel repairs are not practical at the scene we will arrange and pay for the vehicle to be taken to the nearest suitable repairer.

### Assistance for the drivers and passengers

We will also pay for:

- a) an equivalent hire vehicle so that the driver and passengers can continue on the planned journey or return home, if it has proved impossible to repair the vehicle by the planned time and date of departure (provided the driver has already asked us for assistance at the time of the incident). The maximum we will pay is £500 per trip.
- b) one night bed and breakfast accommodation while waiting for the vehicle to be repaired. The most we will pay is £100.

## What Is Insured

### Breakdown within the geographical area

You have cover if the vehicle suffers mechanical breakdown during the trip whilst within the geographical area. We will pay for:

- a) labour required to carry out repairs;
- b) necessary towing and storage; the most we will pay for a) and b) is £250 in total per trip;
- c) location and despatch of the parts necessary to repair the vehicle but we will not pay for the cost of the parts themselves or any duty.

You also have the following cover if the vehicle suffers mechanical breakdown or loss or damage which forms a valid claim under "Damage to the Vehicle" of this policy whilst within the geographical area during the trip.

We will pay for:

- a) hotel or other reasonable alternative accommodation or expenses, for one night, while waiting for the vehicle to be repaired.
- b) i. hotel or other reasonable alternative accommodation or expenses up to a maximum of three additional nights, if the vehicle cannot be repaired within 24 hours or
- ii. the hire of a vehicle for up to 14 days so that the driver and up to four passengers can reach their intended immediate destination, or

## What Is Insured

- iii. transportation of the driver and up to four passengers to their intended immediate destination, and
- iv. the return of the driver to the repairer's premises to collect the repaired vehicle, or the transportation of the vehicle to the driver and passengers if ii. or iii. should apply,

the most we will pay for a ) and b) is £500 in total per trip.

- c) return of the vehicle, driver and up to four passengers to your home address if the vehicle cannot be repaired economically or within a reasonable period of time.

### Trailers

If we have accepted a continental breakdown premium for a specified trailer and that trailer suffers mechanical breakdown, or loss or damage which forms a valid claim under any policy issued by us, all of the above cover will apply as though it were the vehicle.

## CONDITIONS APPLYING TO THIS COVER

1. You must always maintain the vehicle in a good mechanical and roadworthy condition and have it regularly serviced.
2. Any claim made under this extension shall not affect no claim discount under your policy.
3. The benefit of the cover described under breakdown outside the geographical area is not available unless authorised by "Road Rescue from NFU Mutual".
4. The benefit of the cover described under breakdown within the geographical area and trailers is not available unless authorised by our assistance service - Mutuaide.
5. Mutuaide or Road Rescue will be solely responsible for the arrangement of all benefits under these covers.

# 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 certificate;
  - 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 17 years of age;
- d) is entitled to drive in the certificate (if the requirement to possess a licence is ignored).

### **2. Liability Assumed Under Agreement**

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, 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. 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.

### 4. Other Insurance

If, when an accident occurs, which leads to a claim under this policy, there is any other insurance covering the same liability, loss or damage, 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".

### 5. 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.

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.

**6. 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.

**7. Observing the Terms and Conditions**

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

**8. Right of Recovery**

The law of any country where 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.

**9. 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.

# Assignment Conditions

## **Definitions**

### **Schedule**

The latest schedule issued by us as a part of your policy

### **the trust**

NFU Mutual Charitable Trust

### **we, us, our**

NFU Mutual Insurance Society Limited

### **you, your**

The persons or persons named in your schedule as the Insured

This policy has been issued to you on condition that you

1. have agreed with us and the trust that if at any time you become entitled to any rights, as one of our members, as a result of

- the transfer of part or all of our business to any other person, firm or company, or
- any change to our corporate status or
- the distribution of any assets or benefits

you will pass over all of these rights under this policy to the trustees of the trust.

2. have agreed to execute and deliver to us or the trust any

- documents or certificates of title, or
- any payment, reward or compensation, whether in money or any other form which are needed so that you can do as you have agreed in paragraph (1).

3. have appointed any of us, the trust, our officers or officers of the trust to act on your behalf in executing any document which is needed so that you can do as you have agreed in paragraph (1).

4. have agreed to authorise and approve any sections taken by us, the trust, our officers or officers of the trust as a result of the above appointment and that you cannot cancel this appointment.

This condition does not apply to

- the declaration of the usual annual, reversionary or terminal bonus for a policy of life, annuity or capital redemption assurance, or
- any other benefit which our board of directors decides to exclude from this agreement.

If there is any conflict between the terms of

- this condition, and
- any agreement to assign rights as one of our members signed by you before the issue of this policy

the terms of the second shall be overriding.

You shall not be entitled, as one of our members, to participate in any distribution of surplus assets by reference to this policy if we are dissolved.

# Approved Repairer

**In addition to your policy cover, as an NFU Mutual customer you have access to the benefits of our approved repairer service. This is not part of the policy, and the benefits offered by the repairer are detailed below.**

## **The benefits**

If you are involved in an accident and your vehicle is damaged, one free phone call to our approved repairer service provides you with a host of benefits.

- There's no need for you to obtain repair quotes.
- Repairs will be completed as soon as possible to minimise your inconvenience.
- You will receive a loan vehicle to keep you mobile while your vehicle is being repaired.
- Your vehicle will be collected and returned to you, cleaned inside and out.
- Repairs are guaranteed for 3 years with any mechanical parts carrying their manufacturer's warranty. In addition any areas worked on will be guaranteed for the balance of the manufacturer's rust proof warranty.
- These benefits are free.

## **Notes**

Your attention is drawn to the following points.

- If your vehicle is damaged beyond economic repair the approved repairer will provide a courtesy vehicle for a maximum of five days.
- If we are unable to locate a convenient approved repairer we can assist you to identify a suitable alternative repairer.
- Our approved repairers cater for most types of accident damage. For mechanical repairs and servicing please refer to the vehicle manufacturer's handbook.
- Loan vehicles will be a small vehicle, such as a Nissan Micra, or Vauxhall Corsa. They are not intended to be a direct replacement of your vehicle.
- Loan vehicles are provided by the repairer and will be subject to availability. Unfortunately delays can occasionally occur when sourcing loan vehicles, particularly around weekends and bank holidays.
- You may be asked to pay a deposit on the courtesy vehicle which will be refunded providing it is returned in the same condition that it is received.
- If your vehicle is one that is not built to UK specification, a loan vehicle may only be provided once spare parts have been obtained.
- Any losses incurred, resulting from the inability to use your vehicle, are not covered by your insurance policy.
- If the damage to your vehicle is not covered by your policy, you can still use our approved repairer service but you will have to pay for any services provided.
- The Approved Repairer service is only available in Great Britain and Northern Ireland.

**To contact the NFU Mutual  
Claim Notification Line  
24 hours a day FREEPHONE:  
0800 282 652**

## **Additional cover - Available on Request**

If the replacement vehicle must have similar features to your vehicle, e.g. 4x4 capabilities, you can add this cover to your policy for an additional premium. Provided the cover is effective before an accident to your vehicle, it will provide a fixed sum to help you get a loan vehicle of your choice, while your vehicle is being repaired. For more details please contact your NFU Mutual office.

**[www.nfumutual.co.uk](http://www.nfumutual.co.uk)**

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