

# Your Commercial 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.

## 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 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.

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.

## **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**

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

# Permitted Use

We will cover the car while it is used for its permitted use.

The permitted use for the vehicle is shown on 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.

<b>Comprehensive</b>	All sections of the policy apply.
<b>Third party fire and theft</b>	Please note under 'Damage to the Vehicle', you are only covered for loss or damage to the vehicle by fire, self-ignition or theft.
<b>Third party only</b>	Sections of the policy that do not apply; <ul style="list-style-type: none"><li>• Damage to the Vehicle.</li></ul>
<b>Accidental Damage, Fire and Theft</b>	You are only covered for: <ul style="list-style-type: none"><li>• Damage to the Vehicle,</li><li>• Trailers and</li><li>• Motor Legal Protection.</li></ul>
<b>Fire and Theft only</b>	You are only covered for <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 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 repair, or
- b) pay the amount of the loss or damage, or
- c) replace the vehicle.

We will decide which of the above applies.

### Maximum Amount Payable

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) the 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, provided they fall within the maximum amount payable and are being carried by or are attached to the vehicle.

### Fitted Audio or Visual Equipment

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

### Recovery and Delivery

If the vehicle is immobilised as a result of loss or damage insured by this section 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.

## What Is Insured

### 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.

### Replacement Locks

If the vehicle keys or lock transmitter of the vehicle are stolen, NFU Mutual will pay the cost of:

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

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

However, 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 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.

## What Is Not Insured

2. You must pay the amount shown on your schedule for loss or damage caused by theft, unless
  - a) the loss or damage happened when the vehicle was garaged in a securely locked building of substantial construction, or a compound surrounded by secure walls or fences, or
  - b) the only items stolen are the vehicle keys or lock transmitter.
3. You must pay the amount shown on your schedule when the vehicle is being driven by or is in the charge of a person
  - a) aged under 21, or
  - b) aged between 21 and 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, windows or sunroof (and bodywork if this is damaged by the breakage), or
- c) happens while in the custody of a member of the Motor Trade for servicing or repair.

# Liability to the Public

## Definitions for this Section Only

### 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) 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 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) all 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 provided this is permitted by the certificate and they have permission from the owner;
- b) anyone who hires the vehicle provided this is permitted by the certificate and they have permission from the owner;
- 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.

### Emergency Treatment

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

## What Is Insured

### 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. Liability for injury or damage that arises from the operation as a tool of any vehicle or plant forming part of or attached to a vehicle or plant attached to a trailer except so far as is necessary to meet the requirements of the Road Traffic Acts.
2. Injury to any person arising out of or in the course of their employment by any person insured by this policy, unless required by the Road Traffic Acts.
3. Other Persons Cover 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.
4. Other Persons Cover part d) if, to the knowledge of the person claiming, the person driving does not hold a licence to drive the vehicle unless they have held and are not disqualified from holding or obtaining such a licence.
5. Points 3 and 4 above shall not apply when a licence is not required by law, provided the person driving
  - a) is competent in driving the vehicle;
  - b) has the owner's permission to drive;
  - c) is at least 17 years of age.
6.
  - a) damage to any vehicle, trailer, disabled mechanically-propelled vehicle 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 of control of anyone insured by this section, or
  - c) consequential loss arising from that damage.We will not apply 6b above to the "Movement of Other Vehicles" cover of this section for damage to the vehicle being moved.
7. Liability incurred by anyone, other than you, if they are insured under any other insurance policy.
8. Injury or damage or any resulting loss, cost or expense caused directly or indirectly by, Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss unless we provide cover to meet the requirements of the Road Traffic Acts.

## What Is Not Insured

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.

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

All pollution or contamination and any death, injury, loss or damage arising directly or indirectly from pollution or contamination, 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 damage to property caused by or arising from pollution or contamination which is deemed to have occurred during the period of insurance will be £5,000,000.

### The Amounts You Have To Pay

For any claim in respect of pollution or contamination, you must pay the amount shown on your policy schedule.

# 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%

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

Discount Entitlement	After 1 claim	or, after 2 claims	or, after 3 or more claims
60%	50%	35%	15%
55%	45%	25%	nil
50%	35%	15%	nil
45%	25%	nil	nil
35%	15%	nil	nil
25% or less	nil	nil	nil

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.

## What Does Not apply

- No claim discount is not normally transferable to anyone else. We will decide if no claim discount can be transferred.
- No claim discount does not apply to:
  - trailers;
  - any vehicle covered for fire and theft or accidental damage fire and theft.
- Claims for the following will not affect your entitlement to no claim discount:
  - Emergency Treatment Fees as required by the Road Traffic Acts;
  - repairing or replacing broken glass in the vehicle's windscreen, windows or sunroof (and repairing bodywork if this is damaged by the breakage);
  - 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);
  - replacement locks.

# Trailers

## What Is Insured

### Specified Trailers

We will provide cover for any trailer specified in the policy schedule while attached or detached to the vehicle.

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

The amount payable under “Damage to the Vehicle” is value shown on the schedule or market value, whichever is less.

### Unspecified Trailers

We will provide cover for any unspecified trailer while attached to the vehicle.

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

The amount payable under “Damage to the Vehicle” is the value shown on the schedule or market value, whichever is less.

## What Is Not Insured

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, damage caused by or arising from wear and tear, depreciation or loss of use;
3. reduction in the market value of the trailer as a result of a repair;
4. damage to tyres by punctures, cuts, bursts or braking;
5. damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed;
6. mechanical, electrical, electronic, computer, failures or breakdowns or breakages.
7. any loss under “Liability to the Public” whilst the trailer is:
  - a) attached to a vehicle not covered by this policy;
  - b) detached from the vehicle unless specified in the policy.

# 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”.”

# 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.

# Motor Legal Protection

## 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	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 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.

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 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. Hire costs if the beneficiary is claiming against a person who does not have a valid motor insurance or cannot be identified or traced, or when the beneficiary makes their own arrangements for vehicle hire after an insured incident.

## Conditions applying to this cover

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

## Conditions applying to this cover

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.
  - 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.

# Motor Legal Protection

## Conditions applying to this cover

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 hire costs:
  - a) The beneficiary must agree to the advisory service trying to recover any 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 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	France	Lithuania	San Marino
Austria	Germany	Luxembourg	Slovak Republic
Belgium	Gibraltar	Malta	Slovenia
Bulgaria	Greece	Monaco	Spain
Cyprus	Hungary	Netherlands	Sweden
Czech Republic	Iceland	Norway	Switzerland
Denmark	Italy	Poland	Turkey
Estonia	Latvia	Portugal	
Finland	Liechtenstein	Romania	

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.

# Road Rescue (National Assist)

This cover extension operates if National Assist is shown on your policy schedule.

## Definitions for this cover extension only

### Accidental Injury

means an injury resulting from outward, violent and visible means, occurring within the territorial limits and involving your load.

### Beneficiary

means 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 two people (one passenger 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 vehicle's mobility.

### Residence

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

### Territorial Limits

means, for the purpose of this benefit only, 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, or Jersey and Guernsey.

### Vehicle

means any self propelled vehicle over 3.5 tonnes but not exceeding 44 tonnes gross vehicle weight which is not a horsebox, for which we have accepted a premium for Road Rescue insurance and any trailer being towed by the vehicle.

### 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 vehicle 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 hour's 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.

If we have to remove the load in order to effect the repair or recovery, we will arrange at our cost for the provision of temporary alternative transport for your load while repairs are undertaken or recovery takes place.

### 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) up to two nights' 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.

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. This benefit is subject to an overall limit of £200 per incident.

# Road Rescue (National Assist)

## What Is Insured

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 Section 1 “Loss of or Damage to the Vehicle” which apply when a young person is driving the vehicle.

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

- a) unforeseen travel delays and/or
- b) any other problems arising from an incident for which we are providing assistance

If you, or your passenger is hospitalised within the territorial limits (but more than 25 miles from their home), either through illness or accident occurring during the course of a journey in the vehicle, we will arrange and pay for the patient's transfer to a suitable hospital near their home address within the territorial limits when it becomes medically prudent to do so. If necessary we will also arrange and pay for a medical escort to accompany the patient.

We will not pay any cost when we have not been contacted at the time you or your passenger is hospitalised or when we have not given prior authorisation.

## 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 20 years old or over.
10. any vehicle exceeding 44 tonnes gross vehicle weight.
11. mechanical breakdown caused by an inadequate or attempted repair carried out during the same journey unless we had authorised the repair.
12. 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.
13. the cost of work carried out if the vehicle has a contaminated fuel fault because of error.
14. any charge for ferry crossings or road toll charges incurred by the attending recovery whilst towing your vehicle
15. any vehicle storage charges.
16. costs arising from specialist recovery services.
17. any costs arising from the provision of the services of a locksmith where you have lost or broken keys.
18. 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.

# Road Rescue (National Assist)

## 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. The beneficiary must quote the vehicle's registration and policy number when calling for assistance. If the repairer, recovery specialist or other nominated agent of ours requests evidence that the beneficiary is entitled to assistance, the relevant certificate must be produced.

## Conditions applying to this cover

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

## (Horse & Livestock Trailer Assist)

This cover extension operates if Horse & Livestock Trailer Assist is shown on your policy 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 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 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 Islands of Orkney, Shetland, Skye, Bute, Lewis, 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 hour's labour to try and restore the trailer's mobility.

If the horse(s), pony(ies) or livestock need to be removed in order to facilitate the 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
- 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.

### What Is Insured

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;
- 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.

# Road Rescue

## (Horse & Livestock Trailer Assist)

### 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 specialist 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. The beneficiary must quote your vehicle registration number when calling for assistance. If the repairer, recovery specialist or other nominated agent of ours requests evidence that the beneficiary is entitled to assistance, the relevant certificate must be produced.
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. 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.

# Road Rescue (Horsebox National Assist)

This cover extension operates if Horsebox National Assist is shown on your policy schedule.

## 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 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 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 vehicle's mobility.

### Residence

means the address last notified to us as your home or place where the vehicle 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 Islands of Orkney, Shetland, Skye, Bute, Lewis, Harris, Mull, Islay and Jura, Northern Ireland and the Channel Islands.

### Vehicle

means any self propelled horsebox insured by the policy for which we have accepted a premium for Road Rescue insurance and any trailer being towed by the vehicle.

### 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 vehicle 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 hour's labour to try and restore the vehicle's mobility. If the horse(s), pony(ies) or livestock need to be removed in order to facilitate the 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
- ii. we will also arrange alternative transport for your horse(s), pony(ies) or livestock.

Or

- b) an equivalent hire vehicle for a period not exceeding 48 hours to transport your horse(s), pony(ies) or livestock so that the beneficiaries can reach their next

## What Is Insured

intended destination within the territorial limits or return to the residence.

We will also arrange for overnight livery for your horse(s), pony(ies) or livestock (up to a maximum of £15 per horse per night).

In addition we will (if appropriate) pay for a single standard class rail ticket to enable the driver to return to the repairer's premises to collect your repaired vehicle. This benefit is subject to an overall limit of £200 per incident.

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 and/or
- 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:

# Road Rescue (Horsebox National Assist)

## What Is Insured

- 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 slaughterman 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.

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 Section 1 "Loss of or Damage to the Vehicle" which apply when a young person is driving the vehicle.

If you, or one of your passengers is hospitalised within the territorial limits (but more than 25 miles from their home), either through illness or accident occurring during the course of a journey in the vehicle, we will arrange and pay for the patient's transfer to a suitable hospital near their home address within the territorial limits when it becomes medically prudent to do so. If necessary we will also arrange and pay for a medical escort to accompany the patient.

We will not pay any cost when we have not been contacted at the time you or your passenger is hospitalised or when we have not given prior authorisation.

## 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 exceeding 44 tonnes gross vehicle weight.
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.
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. The cost of repairs or any reduction in the market value of your vehicle as a result of repair.
18. Damage or costs incurred as a direct result of gaining access to your vehicle following your request for assistance.
19. Recovery or assistance where the vehicle is being used for the carriage of horses, people or goods for reward.
20. 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.

# Road Rescue (Horsebox National Assist)

## 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.

## Conditions applying to this cover

7. The beneficiary must quote the vehicle's registration and policy number when calling for assistance. If the repairer, recovery specialist or other nominated agent of ours requests evidence that the beneficiary is entitled to assistance, the relevant certificate must be produced.
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.

# 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.

This condition does not apply to 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 benefitsyou 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.

## Assistance

# Road Rescue (Horsebox Pay on Use)

You can take advantage of our free 24 hour helpline service to take away the worry after an accident, windscreen damage or horsebox breakdown.

You will have received a NFU Mutual Horsebox Road Rescue & Claims Helpline card with your policy. Please keep them in your vehicle for safe and easy reference when involved in an accident, experience windscreen damage or a horsebox breakdown.

### **Roadside assistance service for Horseboxes only**

If you breakdown, a call to NFU Mutual Road Rescue will put you in touch with our network of approved recovery agents. If they cannot fix the problem on the spot, they can tow you to a suitable repairer. Unless you have opted to include NFU Mutual Road Rescue (Horsebox National Assist) this service is assistance only and does not cover any cost of the operator or repairer.

Remember all these services are available 24 hours a day, every day of the year. Simply ring Freephone number **0800 783 6093 (Commercial Vehicle)** after an accident or windscreen damage or **0800 783 6091 (Horsebox)** after an accident, windscreen damage or horsebox breakdown and quote your policy number and/or vehicle registration.

Please note that some calls from mobiles may be charged.

**To contact NFU Mutual  
free 24 hour helpline service call**

**0800 783 6093**

**(Commercial Vehicle – Accident or windscreen damage)**

**0800 783 6091**

**(Horsebox – Accident, windscreen damage or breakdown)**

### **Loss of use**

If the replacement vehicle must have similar features to your vehicle, 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 choice.

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

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**For security and training purposes, telephone calls may be recorded and monitored.**

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