

Reference Booklet

# Motor Fleet Insurance

Version 2.9

# Important information

A range of 24 hour freephone helplines are available to assist you in the event of an accident, claim or emergency. Please quote your vehicle registration number. For security and training purposes telephone calls may be recorded and monitored. Our fully trained operators look forward to helping you and providing advice.

For **Claims Notification** simply call:

- o **0800 783 6092** (all vehicles except Horseboxes)
- o **0800 783 6091** (Horsebox)

This service involves:

- **Accident Repair Service**
- **Windscreen Assistance (offering repair or replacement)**

For **(Pay on use) Road Rescue for Horseboxes** following breakdown please call:

- o **0800 783 6091** (The pay on use Road Rescue service is available only for Horseboxes. The service provides assistance only and does not cover any costs of the operator or repairer)

Please remember in the unfortunate event of a claim it may be necessary to send us your vehicle documents e.g. Vehicle Registration Document and MOT certificate etc, so please ensure they are kept in a safe place.

# Thank you for placing your vehicle insurance with NFU Mutual.

## Cancellation Rights

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

## Complaints

We strive to provide our customers with the highest level of service and would like to know if you are not satisfied with any aspect of this. If you are unhappy with the service you receive, please tell us straight away as we would like the chance to put things right. You can do this by calling your local agent, or the call centre which issued this policy, or in writing. You can also use our website [www.nfumutual.co.uk/complaints](http://www.nfumutual.co.uk/complaints) to find out more information or to make a complaint.

If you remain unhappy with the outcome you may be able to refer your complaint to the Financial Ombudsman Service. For more information visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or call **0800 023 4567** from a landline or **0300 123 9123** from a mobile phone.

Please always quote your policy number as it will enable your complaint to be dealt with promptly.

## Language

The contract and other 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 **0800 678 1100**.

## Statutory Status

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

# Privacy Policy

To find out more about how WE use YOUR personal information and YOUR rights, please view the privacy policy on OUR website.

## **Fraud prevention and detection**

To prevent and detect fraud WE may at any time check, share and/or file details with other organisations, fraud prevention agencies, databases and public bodies including the police. If WE are given false or inaccurate information and WE identify or suspect fraud, WE will record this. This may prevent YOU gaining access to alternative insurance and/or financial services. OUR Privacy Policy includes information about what we do with your personal data for this purpose.

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# Introduction

In return for YOU paying YOUR premium and US accepting it, WE will insure YOU in line with the terms of the policy for the PERIOD OF INSURANCE and any subsequent period of insurance, provided YOU keep to the terms and conditions of the policy.

Please read this policy, statement of insurance, schedule and any certificate(s) of insurance carefully. If they do not meet YOUR needs, return them to US or to YOUR insurance advisor as soon as possible.

This policy is evidence of the contract between YOU and US and is based on the information YOU provided, which is confirmed on the statement of insurance and YOUR schedule.

UK law allows both YOU and US to choose the law applicable to the contract. WE have chosen that this contract will be governed by and interpreted in accordance with English law. The contract will be subject to the exclusive jurisdiction of the English courts.

A handwritten signature in black ink that reads "Steve Bower". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Steve Bower  
Customer Services Director  
The National Farmers Union Mutual Insurance Society Ltd.

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

# Definitions

Where the words or phrases listed below appear in the POLICY in capital letters the following definitions will apply.

## **CAR**

Any car, estate car, personnel carrier or motorised caravan with not more than seven passenger seats.

## **CERTIFICATE**

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

## **FIRE**

Fire, self-ignition, lightning, or explosion.

## **INJURY**

Bodily injury, death, illness or nervous shock.

## **INSURED, YOU, YOUR**

Every person or organisation named as the policyholder in the SCHEDULE. Where "policyholder" appears on any CERTIFICATE it means the same as INSURED.

## **LIGHT GOODS VEHICLE**

Any motor vehicle manufactured or adapted for the carriage of goods with a combined weight of vehicle and maximum permitted load not exceeding 3.5 tonnes.

## **PERIOD OF INSURANCE**

As stated in the SCHEDULE.

## **POLICY**

Everything in this document, the SCHEDULE and any endorsements which apply.

## **PRINCIPAL**

Any public authority, company, firm or person with whom YOU have a contract or agreement for the execution of work or services.

## **SCHEDULE**

The latest SCHEDULE forming part of this POLICY. In the event of a claim SCHEDULE means the SCHEDULE forming part of this POLICY at the time the incident resulting in the claim occurred.

## **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 "Motor legal protection", "Road Rescue after an accident (cars and light goods vehicles)" or "Road Rescue (Mutual Assist)".

## **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 resulting from or following a) above.

## Definitions

### **TRAILER**

Any trailer (but not a caravan or a mechanically-propelled vehicle, whether disabled or not) owned by YOU or in YOUR custody or control.

### **USE**

Social Domestic and Pleasure. The act of using YOUR VEHICLE for YOUR own personal USE which is unrelated to YOUR business, trade or profession.

Voluntary Use. The act of using YOUR VEHICLE on behalf of any voluntary organisation or body which is unrelated to YOUR business, trade or profession, where YOU receive no payment, or receive mileage expenses with no element of profit.

Commuting. The act of using YOUR VEHICLE to drive to and from YOUR usual place of work.

Business Use. The act of using YOUR VEHICLE for YOUR business, trade or profession or for the business of YOUR employer. This does not include commercial travelling.

Commercial Travelling. The act of using YOUR VEHICLE for unsolicited door to door sales.

Driving instruction. The act of using YOUR VEHICLE for the teaching of driving skills as part of your business, trade or profession.

### **VEHICLE**

- a) any vehicle described in the SCHEDULE by:
  - i. individual registration number or vehicle identification; or
  - ii. vehicle category.
- b) any vehicle loaned to YOU under OUR Approved Repairer Scheme.

### **WE, US, OUR**

The National Farmers Union Mutual Insurance Society Limited.



# Permitted use

WE will cover the VEHICLE while it is used for its permitted use.

The permitted use for the VEHICLE is shown on the SCHEDULE.

# Level of cover

## Comprehensive

All sections of the POLICY apply.

## Comprehensive excluding glass

All sections of the POLICY apply.  
Please note that under the Damage to the vehicle section, YOU are not covered if the only claim is for loss or damage to the windscreen, windows or sunroof of the VEHICLE.

## Third party fire and theft

The following sections of the POLICY apply.

- Damage to the vehicle  
Please note that under the Damage to the vehicle section, YOU are only covered for loss or damage to the VEHICLE by FIRE or THEFT.
- Liability to the public
- Trailers
- EU compulsory insurance
- European travel
- Garage servicing and repair and hotel parking
- Car sharing
- Motor legal protection
- Road Rescue after an accident
- Road Rescue after a breakdown

## Third party only

The following sections of the POLICY apply.

- Liability to the public
- Trailers
- EU compulsory insurance
- European travel
- Garage servicing and repair and hotel parking
- Car sharing
- Motor legal protection
- Road Rescue after an accident
- Road Rescue after a breakdown

# Damage to the Vehicle

## What is insured

### Cover

If the VEHICLE is stolen or damaged WE will:

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

WE will decide which of the above applies.

If WE decide to repair the VEHICLE, WE may use parts and accessories that are not supplied or made by the original manufacturer of the VEHICLE.

### Maximum amount payable

The maximum WE will pay will be the 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.

If the VEHICLE is stolen or is so badly damaged that it is uneconomic to repair it, then after WE have paid for the loss or damage the VEHICLE will belong to US.

### Spare parts and accessories

The VEHICLE s spare parts and accessories are covered in the same way as the VEHICLE, provided they 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 covered in the same way as the VEHICLE.

### Recovery and delivery

If the VEHICLE is immobilised as a result of loss or damage covered 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 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, WE 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 the 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 insured

### New vehicle replacement

If the VEHICLE is a UK specification model and it is:

- a) a CAR less than two years old from the date of first registration as new; or
- b) a LIGHT GOODS VEHICLE less than one year old from the date of first registration as new;

and it is

- a) stolen 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 damage occurred;

then WE will pay the cost of replacing the VEHICLE (subject to availability) with a new vehicle of the same make, model and specification. The original VEHICLE will then belong to US.

WE will only replace the VEHICLE if:

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

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

# 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. YOU must pay the accidental damage excess amount shown on the SCHEDULE.

YOU will not have to pay the accidental damage excess amount where the 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 caused 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, car park or other similar business
2. 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 glass replacement excess amount shown on the SCHEDULE.

YOU will not be asked to pay anything towards the cost of the claim if the glass is repaired rather than replaced.
  3. YOU must pay the theft excess amount shown on the 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.
  4. YOU must pay the fire excess amount shown on the SCHEDULE for loss or damage caused by FIRE.

# Liability to the public

## Definitions for this section only

### **COSTS**

- a) legal costs recoverable from YOU by any claimant which have been incurred before WE have paid or offered to pay either the full amount of the claim or the indemnity limit applicable;
- b) solicitors fees for representation at any 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**

All pollution or contamination of buildings, other structures, water, land or the atmosphere and all damage or INJURY caused directly or indirectly by such pollution or contamination.

## What is insured

### **Your cover**

WE will pay all damages and costs for which YOU are legally liable if there is INJURY to any person or any damage to property in an accident caused by or involving:

- a) the VEHICLE;
- b) the loading or unloading of the VEHICLE;
- c) one disabled mechanically propelled vehicle, not otherwise insured by this POLICY, while attached to the VEHICLE;

### **Other persons cover**

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

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

### **Indemnity to principal**

In the same way as YOU are covered, WE will pay all damages and costs for which the PRINCIPAL is legally liable if there is INJURY to any person or damage to property in an accident that arises from YOUR negligence or the negligence of YOUR employees.

### **Indemnity to hirer**

While the VEHICLE is let out on hire, WE will pay all damages and costs for which the hirer of the VEHICLE is legally liable if there is INJURY to any person or damage to property in an accident that arises from YOUR negligence, the negligence of YOUR employees or the negligence of the hirer.

### **Contingent liability**

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 while any VEHICLE, not in YOUR custody or control, is being used in connection with YOUR business by YOUR employee.

### **Unauthorised use**

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 the unauthorised use of any VEHICLE.

### **Movement of other vehicles**

If YOU (or someone authorised by YOU) moves a vehicle, not otherwise insured by this POLICY, which is parked in a position which obstructs the legitimate path of the VEHICLE insured by this POLICY, or which prevents or impedes the loading or unloading of such VEHICLE, WE will pay all damages and costs for which YOU are legally liable if there is INJURY to any person or any damage to the vehicle being moved or to any other property.

# Liability to the public

## What is insured

### Corporate manslaughter

WE will pay COSTS for which YOU, or any of YOUR employees, are legally liable in the defence of any prosecution brought within the TERRITORIAL LIMITS as a result of an offence under Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 arising in connection with YOUR business, provided that:

- a) YOUR liability for the death is insured under this section; and
- b) the death occurs during the PERIOD OF INSURANCE and within the TERRITORIAL LIMITS.

### Damage to property - Maximum amount payable

In respect of damage to property the maximum amount payable under this section for any one claim or number of claims arising out of one cause, will be:

- a) i. £20,000,000 exclusive of costs; or  
ii. £25,000,000 inclusive of costs,

for damage caused by a CAR;

- b) £5,000,000 exclusive of costs,  
for damage caused by any other VEHICLE.

### Emergency treatment

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

### Application of limits of indemnity

In the event of US providing indemnity to more than one person any limitation in this POLICY of the amount of that indemnity shall apply, in priority, to the INSURED.

### Joint insured clause

Where more than one person is named in the SCHEDULE as the policyholder this POLICY will apply separately to each, as if a separate POLICY had been issued to each, but this shall not increase OUR total liability beyond any limit referred to in this POLICY.

## 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, unless required by the Road Traffic Acts.
  3.
    - a) damage to any vehicle, trailer, disabled mechanically-propelled vehicle or property which belongs to anyone covered by this section; or
    - b) damage to any vehicle, trailer, disabled mechanically-propelled vehicle or property which is in the custody or control of anyone covered by this section; or
    - c) any other loss resulting directly or indirectly from damage to any vehicle, motorcycle, trailer, disabled mechanically propelled vehicle or property which belongs to or is in the custody or control of anyone insured by this section.
- WE will not apply 3b) above to the "Movement of other vehicles" cover of this section for damage to the vehicle being moved.
4. Liability incurred by anyone, other than YOU, if they are insured under any other insurance policy.

# Liability to the public

## What is not insured

5. 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.
8. Unless it is necessary to meet the requirements of the Road Traffic Acts, WE will not pay for liability in respect of POLLUTION or contamination other than POLLUTION or contamination arising directly from:
- a) collision, impact or overturning; or
  - b) FIRE; or
  - c) malicious damage, of or to the VEHICLE.

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.

6. 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.
7. 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.
9. WE will not provide any cover under "Indemnity to hirer", "Indemnity to principal", "Contingent liability" or "Movement of other vehicles", if, when an accident occurs, there is any other insurance covering the same liability, INJURY or damage.
10. WE will not provide any cover under "Corporate manslaughter" for:
- a) the costs of prosecution awarded against any defendant;
  - b) the costs of any expert witness unless WE have given our prior consent;
  - c) costs arising from enforcement of remedial or publicity orders or any other action required to be taken by such orders.

All POLLUTION or contamination and any 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.

# Trailers

## What is insured

### Cover

WE will provide cover under "Damage to the vehicle" and "Liability to the public" for any TRAILER as though it was a VEHICLE.

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

The maximum amount payable in respect of any one TRAILER is the amount shown on the SCHEDULE or market value, whichever is less.

## What is not insured

1. What is Not Insured under "Damage to the vehicle" and "Liability to the public" applies to any TRAILER as though it was a VEHICLE.
2. WE will not provide any cover if, when an accident occurs, there is any other insurance covering the same liability, INJURY or damage.
3. WE will not pay for fixtures, fittings or utensils that are lost, stolen or damaged.



# Personal accident

## Who is insured

- YOU or YOUR spouse or YOUR civil partner, or
- If the INSURED is a partnership or limited company, any partner of that partnership or director of that company.

## What is insured

### Cover

If there is INJURY to any person described above in an accident:

- a) involving the VEHICLE; or
- b) while travelling in or getting 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
i. death; or	£15,000
ii. loss of any limb; or	£5,000
iii. permanent loss of use of any limb; or	£5,000
iv. irrecoverable loss of all sight in one or both eyes	£5,000

## What is not insured

1. In respect of each injured person, WE will not pay for more than one of items i., ii., iii. or iv.
2. In respect of any one INJURY, WE will not pay under more than one motor policy issued by US.
3. Death or bodily injury arising from suicide or attempted suicide.

# Medical expenses

If there is an INJURY to the driver or any passengers in an accident involving the VEHICLE, WE will pay up to £250 per person for medical expenses that are incurred.

# Personal effects

## What is insured

If personal effects in or on the VEHICLE are lost, stolen 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:
  - a) the VEHICLE was locked at all points of access; or
  - b) 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 is insured

If tools in the VEHICLE are lost, stolen or damaged by FIRE, THEFT or in an accident involving the VEHICLE, WE will pay up to a total of £500.

## What is not insured

WE will not pay for:

1. Goods, samples, stock and materials, or personal effects.
2. Mobile phones or 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 the 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.

# 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

## What is insured

WE will provide the same cover under sections "Damage to the vehicle", "Liability to the public", "Medical expenses", "Personal effects" and "Trailers" while the VEHICLE is in any of the following countries or principalities:

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

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

If an accident causes damage to the VEHICLE, which is insured 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.

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

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

## 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.

## What is not insured

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

# Garage servicing and repair and hotel parking

While the VEHICLE is in the custody of:

- a) a member of the motor trade for servicing or repair; or
- b) a parking attendant at a hotel, restaurant or car park.

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 .

## Car sharing

If the VEHICLE is a CAR, and as part of a car sharing arrangement, YOU, or anyone else entitled to drive the CAR, accept payment for carrying passengers, WE will not consider this to be carrying passengers for hire or reward, or the use of the CAR for hire, provided that:

- a) the car sharing is not part of a business of carrying passengers; and
- b) the total payment received does not include any element of profit.

If you are unsure whether an arrangement is covered, please ask us.

# Courtesy hire vehicle (cars and light goods vehicles)

## What is insured

### Cover

If a CAR or LIGHT GOODS VEHICLE is damaged to the extent that it is uneconomic to repair it, or is stolen, WE will provide a courtesy hire vehicle for up to 14 consecutive days or until YOUR settlement cheque is received or until the VEHICLE is recovered undamaged (whichever is the earliest).

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

WE aim to provide the courtesy 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 a 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 additional charge.

The courtesy vehicle must be hired to a person who is entitled to drive on the CERTIFICATE. They will be responsible for collecting and returning the courtesy hire vehicle to OUR nominated supplier. OUR nominated supplier may be able to deliver to and collect from YOUR home or pre-arranged location.

## What is not insured

WE will not provide a courtesy hire vehicle:

1. Unless the loss has been reported to OUR Claims Helpline;
2. Unless the vehicle has been placed via OUR Approved Repairer scheme;
3. Where the vehicle is damaged by attempted THEFT but is not actually stolen (unless it is so badly damaged to the extent that it is uneconomic to repair it);
4. Where the 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 the vehicle;
3. Any additional consequential losses that may arise due to the inability to use the VEHICLE.

# Motor legal protection

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

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

## Definitions for this section only

### ADVISORY SERVICE

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

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

For the purposes of this section of the POLICY DAS Legal Expenses Insurance Company Limited manage all claims on OUR behalf.

### APPOINTED REPRESENTATIVE

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

### 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.

### 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.

### HIRE COSTS

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

### LEGAL COSTS

- a) All reasonable and necessary costs charged by the APPOINTED REPRESENTATIVE 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.

## Motor legal protection

### TERRITORIAL LIMITS

a) For LEGAL COSTS;

Andorra

Austria

Belgium

Bosnia and Herzegovina

Bulgaria

The Channel Islands

Croatia

Cyprus

Czech Republic

Denmark

Estonia

Finland

France

Germany

Gibraltar

Greece

Hungary

Iceland

Ireland

Isle of Man

Italy

Latvia

Liechtenstein

Lithuania

Luxembourg

Macedonia FYR

Malta

Monaco

Netherlands

Norway

Poland

Portugal

Romania

San Marino

Serbia and Montenegro

Slovak Republic

Slovenia

Spain

Sweden

Switzerland

Turkey (West of the Bosphorus)

United Kingdom

b) For HIRE COSTS:

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

### VEHICLE

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



# 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 covered by YOUR POLICY, after an event which:

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

### Motoring prosecution defence

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

### Motor contract disputes

The ADVISORY SERVICE will negotiate for a BENEFICIARY s legal rights in a contractual dispute arising from an agreement which the BENEFICIARY has entered into for the:

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

The BENEFICIARY must have entered into the agreement during the PERIOD OF INSURANCE and the amount in dispute must exceed £100.

The ADVISORY SERVICE will assist in appealing or defending an appeal under "Uninsured loss recovery", "Motoring prosecution defence" or "Motor contract disputes". 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 US 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 REPRESENTATIVE has not agreed to or where the BENEFICIARY does anything that hinders the ADVISORY SERVICE or the APPOINTED REPRESENTATIVE.
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.

# Motor legal protection

## 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;
    - 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 REPRESENTATIVE (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 REPRESENTATIVE in these circumstances the BENEFICIARY may choose another suitably qualified person.
  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 REPRESENTATIVE 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.
- c) In all circumstances other than those set out in 3b) above, the advisory service shall be free to choose an APPOINTED REPRESENTATIVE.
  - d) An APPOINTED REPRESENTATIVE will be appointed by the ADVISORY SERVICE and will represent the BENEFICIARY according to the ADVISORY SERVICE s standard terms of appointment. The APPOINTED REPRESENTATIVE must co-operate fully with the ADVISORY SERVICE at all times.
  - e) The ADVISORY SERVICE will have direct contact with the APPOINTED REPRESENTATIVE.
  - f) The BENEFICIARY must co-operate fully with the ADVISORY SERVICE and with the APPOINTED REPRESENTATIVE and must keep the ADVISORY SERVICE up-to-date with the progress of the claim.
  - g) The BENEFICIARY must give the APPOINTED REPRESENTATIVE any instructions that the ADVISORY SERVICE ask for.

## Motor legal protection

### Conditions applying to this section only

6. If an APPOINTED REPRESENTATIVE refuses to continue acting for the BENEFICIARY, or if the BENEFICIARY dismisses an APPOINTED REPRESENTATIVE, the cover WE provide will end at once, unless the ADVISORY SERVICE agree to appoint another APPOINTED REPRESENTATIVE.
7. If the BENEFICIARY stops a claim without the agreement of the ADVISORY SERVICE, or does not give suitable instructions to an APPOINTED REPRESENTATIVE, the cover WE provide will end at once.
8. If the ADVISORY SERVICE and the BENEFICIARY disagree about the choice of APPOINTED REPRESENTATIVE, or about the handling of a claim, the ADVISORY SERVICE and the BENEFICIARY can choose another lawyer to decide the matter. The ADVISORY SERVICE and the BENEFICIARY must both agree to this in writing. If the ADVISORY SERVICE cannot agree with the BENEFICIARY about the choice of the second lawyer, the ADVISORY SERVICE will ask the president of a relevant national law society to choose a lawyer. Whoever loses the disagreement will have to pay the costs of settling it.
9. The following conditions apply to any claim for vehicle HIRE COSTS:
  - a) The BENEFICIARY must agree to the ADVISORY SERVICE trying to recover any vehicle HIRE COSTS in their name and any costs recovered must be paid to US;
  - b) The ADVISORY SERVICE will choose the vehicle hire company and the type of vehicle to be hired;
  - c) The ADVISORY SERVICE will decide how long a vehicle can be hired for;
  - d) The BENEFICIARY must meet the age and licensing rules of the vehicle hire company the ADVISORY SERVICE chooses and must follow any conditions of hire.
10. This section of the POLICY will be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

# Motor legal protection

## 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  
**0117 934 0572**

### **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.

# Road Rescue after an accident (cars and light goods vehicles)

## 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 a CAR or LIGHT GOODS VEHICLE and 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 the 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

A hire vehicle or alternative transport 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; or

#### 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; or

#### c) Alternative Means

Any other suitable method of assisting the driver or passengers.

### 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 evidence or information as far as they are able.

## Road Rescue after an accident (cars and light goods vehicles)

### What is not insured

WE will not pay for assistance where the VEHICLE:

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

or pay 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 the VEHICLE was designed for; 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.

# Road Rescue (Mutual Assist)

NB: This section of the POLICY only applies if the VEHICLE is a CAR, and does not apply to motorised caravans.

## **Roadside assistance service**

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. Remember all these services are available 24 hours a day, every day of the year.

## **Definitions for this section only**

### **MECHANICAL BREAKDOWN**

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

### **RESIDENCE**

The address last notified to US as the place where the VEHICLE is normally kept.

### **SPECIALIST RECOVERY SERVICES**

The use of specialist equipment which is not carried as standard by OUR service provider's patrols or their contractors. This includes the use of items such as a winch, skates or crane when required.

### **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 CAR covered by this POLICY and any towed caravan or TRAILER, other than a livestock trailer, being towed by the CAR.

### **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.



## Road Rescue (Mutual Assist)

### 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 garage or place of safe storage up to a total recovery distance of 20 miles.

#### Other assistance

If repairs cannot be completed on the same day as the MECHANICAL BREAKDOWN, or specifically requested by YOU, WE will arrange and pay for a small hire vehicle, for a period not exceeding 48 hours, so that the DRIVER and up to seven passengers who were in the VEHICLE at the time of the MECHANICAL BREAKDOWN can reach their next intended destination within the TERRITORIAL LIMITS or to return to the RESIDENCE.

#### Mis-fuelling assistance

If the CAR is filled with the incorrect fuel, WE will complete a drain of the contaminated fuel. We will not pay for the fuel.

### What is not insured

WE will not pay for assistance where the VEHICLE:

1. is stranded in mud, snow, sand or water
  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 indirect loss resulting from carrying out the cover provided by this service;
  5. any costs 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 YOU;
  9. any VEHICLE 3.5 tonnes 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;
  12. any charge for ferry crossings or road toll charges incurred by the attending recovery vehicle whilst towing YOUR VEHICLE;

## Road Rescue (Mutual Assist)

### What is not insured

13. any vehicle storage charges;
14. costs arising from SPECIALIST RECOVERY SERVICES;
15. any costs arising from the provision of the services of a locksmith where YOU have lost or broken keys;
16. 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.
17. the cost applied per mile for any recovery exceeding 20 miles in total.
18. any MECHANICAL BREAKDOWN that has occurred prior to the effective date and time of this Road Rescue cover.
19. recovery of the VEHICLE if the only part required to restore the VEHICLE's mobility is a tyre and WE can supply a tyre.
20. any additional recovery costs due to the VEHICLE not having vehicle tax or a valid MOT.
21. any damage to the VEHICLE as a result of mis-fuelling.

### Conditions applying to this section only

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. YOU are responsible for the safety of the contents of the VEHICLE.
5. The DRIVER must be with the VEHICLE at the time assistance is expected, unless they are incapacitated.
6. WE may ask YOU for a fee of not less than £20 if, after calling for assistance, YOU are able to restore the VEHICLEs mobility by any means and do not immediately advise that assistance is no longer required.
7. YOU must quote the VEHICLE registration and POLICY number when calling for assistance and produce relevant identification 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 section will not count as a claim against YOUR POLICY.
10. WE reserve the right to nominate a 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 the 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.
12. YOU must provide details of a valid debit or credit card if requested by US to cover any cost that is not insured.
13. If WE provide a hire vehicle, YOU will need to fulfil the requirements of the hire company.

# Cover Extensions

## Road Rescue (National Assist, National plus Home Assist & Horsebox National Assist)

These cover extensions operate if shown on YOUR SCHEDULE.

### Definitions for these cover extensions only

#### **ACCIDENTAL INJURY - COMMERCIAL VEHICLE only**

An injury resulting from outward, violent and visible means, occurring within the TERRITORIAL LIMITS and involving your load.

#### **ACCIDENTAL INJURY - HORSEBOX only**

Accidental, external, visible INJURY to YOUR horse, pony, or livestock caused by violent means.

#### **COMMERCIAL VEHICLE**

Any self propelled VEHICLE over 3.5 tonnes but not exceeding 44 tonnes gross vehicle weight which is not a HORSEBOX, minibus, mobile plant or agricultural machinery.

#### **HORSEBOX**

Any self propelled horsebox not exceeding 44 tonnes gross vehicle weight.

#### **MECHANICAL BREAKDOWN**

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

#### **RESIDENCE**

The address last notified to US as the place where the VEHICLE is normally kept.

#### **SPECIALIST RECOVERY SERVICES**

The use of specialist equipment which is not carried as standard by OUR service provider's patrols or their contractors. This includes the use of items such as a winch, skates or crane when required.

#### **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**

- **If the vehicle is a CAR**  
Any CAR or motor caravan insured by this policy for which NFU Mutual has accepted a premium for road rescue insurance and any towed caravan or TRAILER, other than a horse or livestock trailer, being towed by the CAR.
- **If the vehicle is a COMMERCIAL VEHICLE**  
Any self propelled VEHICLE over 3.5 tonnes but not exceeding 44 tonnes gross vehicle weight which is not a horsebox, minibus, mobile plant or agricultural machinery, insured by this policy for which NFU Mutual has accepted a premium for Road Rescue insurance and any TRAILER other than a horse or livestock trailer, being towed by the VEHICLE.
- **If the vehicle is a HORSEBOX**  
Any self propelled horsebox insured by the policy for which NFU Mutual has accepted a premium for Road Rescue insurance and any TRAILER being towed by the VEHICLE.
- **If the vehicle is a LIGHT GOODS VEHICLE**  
Any VEHICLE not exceeding 3500kg gross vehicle weight which is not a minibus, insured by this policy for which NFU Mutual has accepted a premium for Road Rescue insurance and any towed caravan or TRAILER, other than a horse or 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 the VEHICLE until the time of MECHANICAL BREAKDOWN with YOUR permission, provided that they are permitted to drive under the terms of the policy.

## **What is insured - National Assist (CAR, LIGHT GOODS VEHICLE and COMMERCIAL VEHICLE only)**

### **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 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 garage or place of safe storage.

In addition if the vehicle is a COMMERCIAL VEHICLE: 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 YOU, WE will arrange and pay for OUR choice of one of the following:

a) if the vehicle is a:

- CAR; taking the VEHICLE, the DRIVER and up to seven passengers who were in the VEHICLE at the time of the MECHANICAL BREAKDOWN to the RESIDENCE, or the VEHICLE's intended destination within the TERRITORIAL LIMITS at the time of the MECHANICAL BREAKDOWN, or YOUR choice of repairer.
- LIGHT GOODS VEHICLE; taking the VEHICLE, the DRIVER and up to four passengers who were in the VEHICLE at the time of the MECHANICAL BREAKDOWN to the RESIDENCE, or the VEHICLE's intended destination within the TERRITORIAL LIMITS at the time of the MECHANICAL BREAKDOWN, or YOUR choice of repairer.

- COMMERCIAL VEHICLE; taking the VEHICLE, the DRIVER and up to one passenger who were in the VEHICLE at the time of the MECHANICAL BREAKDOWN to the RESIDENCE, or the VEHICLE's intended destination within the TERRITORIAL LIMITS at the time of the MECHANICAL BREAKDOWN, or YOUR choice of repairer.

Or:

b) if the vehicle is a:

- CAR or LIGHT GOODS VEHICLE; one night bed and breakfast while the VEHICLE is being repaired, but only up to £150 per person and £500 per MECHANICAL BREAKDOWN.
- COMMERCIAL VEHICLE; up to two nights bed and breakfast while the VEHICLE is being repaired, but only up to £150 per person and £500 per MECHANICAL BREAKDOWN.

Or:

c) if the vehicle is a:

- CAR; a small hire vehicle for a period not exceeding 48 hours so that the DRIVER and up to seven passengers who were in the VEHICLE at the time of the MECHANICAL BREAKDOWN can reach their next intended destination within the TERRITORIAL LIMITS or to return to the RESIDENCE.
- LIGHT GOODS VEHICLE; a small hire vehicle for a period not exceeding 48 hours so that the DRIVER and up to four passengers who were in the VEHICLE at the time of the MECHANICAL BREAKDOWN can reach their next intended destination within the TERRITORIAL LIMITS or to return to the RESIDENCE.
- COMMERCIAL VEHICLE; a small hire vehicle for a period not exceeding 48 hours so that the DRIVER and up to one passenger who were in the VEHICLE at the time of the MECHANICAL BREAKDOWN can reach their next intended destination within the TERRITORIAL LIMITS or to return to the RESIDENCE.

## **What is insured - National Assist (CAR, LIGHT GOODS VEHICLE and COMMERCIAL VEHICLE only)**

If appropriate, WE will pay for a single standard 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 YOU and repairing or transporting the VEHICLE.

If YOU are 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.

Applicable in addition if the VEHICLE is a COMMERCIAL VEHICLE:

WE will also relay up to 2 telephone messages to the family, friends or business associates of the DRIVER or passenger 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.

### **Mis-fuelling assistance**

If the VEHICLE is filled with the incorrect fuel, WE will complete a drain of the contaminated fuel. WE will not pay for the fuel.

## **What is insured - National plus Home Assist (CAR and LIGHT GOODS VEHICLE only)**

### **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 provide the cover described under National Assist, subject to the same exclusions and general conditions.

## What is insured - Horsebox National Assist

### 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 hour 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 YOU, WE will arrange and pay for OUR choice of one of the following:

- a) i. taking the VEHICLE to the RESIDENCE, or the VEHICLE's intended destination within the TERRITORIAL LIMITS at the time of the MECHANICAL BREAKDOWN or YOUR 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 DRIVER and up to five passengers who were in the VEHICLE at the time of the MECHANICAL BREAKDOWN can reach their next 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 person 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 DRIVER's or the passengers' 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:

- a) suitable transport to continue YOUR journey or return to the RESIDENCE.
- b) attendance of a veterinary surgeon, farrier or slaughterman (unless the incident happens somewhere where a veterinary surgeon, farrier or slaughterman is 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 "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.

### Mis-fuelling assistance

If the VEHICLE is filled with the incorrect fuel, WE will complete a drain of the contaminated fuel. WE will not pay for the fuel.

## What is not insured - National Assist, National plus Home Assist and Horsebox National Assist

WE will not pay for assistance where the VEHICLE:

1. is stranded in mud, snow, sand or water.
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 indirect 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 YOU.
9. MECHANICAL BREAKDOWN caused by an inadequate or attempted repair carried out during the same journey unless WE had authorised the repair.
10. 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.
11. any charge for ferry crossings or road toll charges incurred by the attending recovery vehicle whilst towing YOUR VEHICLE.
12. any VEHICLE storage charges.
13. costs arising from SPECIALIST RECOVERY SERVICES.
14. any costs arising from the provision of the services of a locksmith where YOU have lost or broken keys.
15. 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.
16. any MECHANICAL BREAKDOWN that has occurred prior to the effective date and time of this Road Rescue cover.

17. recovery of the VEHICLE if the only part required to restore the VEHICLE's mobility is a tyre and WE can supply a tyre.
18. any additional recovery costs due to the VEHICLE not having vehicle tax or a valid MOT.
19. any damage to the VEHICLE as a result of mis-fuelling.

Applicable in addition if the VEHICLE is a CAR:

20. any VEHICLE 3500kg gross vehicle weight or over, or longer than 5.5 metres in length.
21. the hire of an equivalent motor caravan, but WE will provide a small courtesy vehicle for a period not exceeding 48 hours so that the DRIVER and up to seven passengers who were in the VEHICLE at the time of the MECHANICAL BREAKDOWN can reach their intended destination within the TERRITORIAL LIMITS or return to the RESIDENCE.

Applicable in addition if the VEHICLE is a LIGHT GOODS VEHICLE:

22. any VEHICLE 3500kg gross vehicle weight or over or longer than 5.5 metres in length.

Applicable in addition if the VEHICLE is a COMMERCIAL VEHICLE:

23. any VEHICLE 20 years old or over.
24. any VEHICLE exceeding 44 tonnes gross vehicle weight.

Applicable in addition if the VEHICLE is a HORSEBOX:

25. the cost of repairs or any reduction in the MARKET VALUE of YOUR VEHICLE as a result of repair.
26. damage or costs incurred as a direct result of gaining access to YOUR VEHICLE following YOUR request for assistance.
27. recovery or assistance where the VEHICLE is being used for the carriage of horses, people or goods for reward.

## **Conditions applying to this cover - National Assist, National plus Home Assist and Horsebox National Assist**

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. YOU are responsible for the safety of the contents of the VEHICLE.
5. The DRIVER must be with the VEHICLE at the time assistance is expected, unless they are incapacitated.
6. WE may ask YOU for a fee of not less than £20 if, after calling for assistance, YOU are able to restore the VEHICLE's mobility by any means and do not immediately advise that assistance is no longer required.
7. YOU must quote the vehicle registration and policy number when calling for assistance and produce identification or evidence that YOU are entitled to assistance if requested.
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 count as a claim against YOUR POLICY.
10. WE reserve the right to nominate a 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.
12. YOU must provide details of a valid debit or credit card if requested by US to cover any cost that is not insured.
13. If WE provide a hire vehicle, YOU will need to fulfil the requirements of the hire company.



# Cover Extensions

## Road Rescue (Horse & Livestock Trailer Assist)

This cover extension operates if shown on YOUR SCHEDULE.

### Definitions for this cover extension only

#### **ACCIDENTAL INJURY**

Accidental, external, visible INJURY to YOUR horse, pony or livestock caused by violent means.

#### **MECHANICAL BREAKDOWN**

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

#### **RESIDENCE**

The address last notified to US as the place where the TRAILER is normally kept.

#### **SPECIALIST RECOVERY SERVICES**

The use of specialist equipment which is not carried as standard by OUR service provider's patrols or their contractors. This includes the use of items such as a winch, skates or crane when required.

#### **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.

#### **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.

#### **VEHICLE**

Any vehicle towing the TRAILER at the time of the MECHANICAL BREAKDOWN.

#### **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 towing the TRAILER until the time of the MECHANICAL BREAKDOWN with YOUR permission.

## What is insured

### Roadside Assistance within the Territorial Limits

If the TRAILER 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 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 YOU, 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 YOUR 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 DRIVER and up to five passengers who were in the VEHICLE at the time of the MECHANICAL BREAKDOWN 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 person 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 DRIVER's or passengers' 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 the RESIDENCE.
- b) attendance of a veterinary surgeon, farrier or slaughterman (unless the incident happens somewhere where a veterinary surgeon, farrier or slaughterman is 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 YOU.
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.
15. any MECHANICAL BREAKDOWN that occurred prior to the effective date and time of this Road Rescue cover.
16. recovery of the TRAILER if the only part required to restore the TRAILER's mobility is a tyre and WE can supply a tyre.

## 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 DRIVER 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. YOU must quote the trailer serial number, vehicle registration and policy number when calling for assistance and produce identification or evidence that YOU are entitled to assistance if requested.
6. WE may ask YOU for a fee of not less than £20 if, after calling for assistance, YOU are able to restore the TRAILER's mobility by any means and do not immediately advise that assistance is no longer required.
7. YOU 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 YOUR instructions.

9. WE reserve the right to nominate a garage equipped to undertake repair at YOUR 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.
15. YOU must provide details of a valid debit or credit card if requested by US to cover any cost that is not insured.
16. If WE provide a hire vehicle, YOU will need to fulfil the requirements of the hire company

# 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 allowed by the "Permitted Use" shown on the SCHEDULE;
- b) racing, speed testing, competitions, rallies (other than road safety rallies and treasure hunts) trials or track days;

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, or do not hold a valid and current licence to drive the vehicle;
- e) with YOUR consent by any person who YOU know is disqualified from driving, or does not hold a valid and current licence to drive the vehicle.

If the damage is caused by THEFT WE will not apply Exception 1 a) or c).

If a licence is not required by law then Exceptions 1 c), d), and e) will not apply and WE will pay, provided the driver:

- i. is competent in driving the VEHICLE;
- ii. has the owner's permission to drive;
- iii. is at least 17 years of age;
- iv. 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 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

Unless it is necessary to meet the requirements of the Road Traffic Acts 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.

## 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 and Misrepresentation

If YOU or anyone acting for YOU:

- a) makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent declaration, statement or other device; and/or
- b) intentionally misrepresents and/or misdescribes and/or withholds any material relevant to this insurance;

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

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

## 7. Assault

Unless it is necessary to meet the requirements of the Road Traffic Acts WE will not pay for INJURY, which is the direct or indirect consequence of assault or alleged assault.

## General exceptions

Applying to the whole POLICY

Unless WE have agreed to provide cover for specific circumstances by an individual endorsement, the following exclusion will apply:

### **8.**

#### **i) Terra Firma, Airside and Rails**

WE will not pay for any claim involving YOUR vehicle if it is

- a) not running solely on terra firma, however this exclusion shall not apply to vehicles designed primarily for use on land or amphibious cars;
- b) within an airport, airfield, aerodrome or military base in areas which are used for aircraft take off and landing, hangars, aircraft taxi ways, aircraft parking areas and service roads, ground equipment parking areas and any parts of passenger terminals within the Customs examination area. This exclusion does not apply to public roads or car parks at airports;
- c) fitted with wheels enabling it to travel on rails.

#### **ii) Explosives**

WE will not pay for any claim if YOUR vehicle is being used for the transportation of high explosives such as nitro glycerine, dynamite or any other similar explosive, or more than 2,000 shotgun cartridges or bullets at any one time.

#### **iii) Chemicals and Gases**

WE will not pay for any claim if the principal use of YOUR vehicle is the carriage of chemicals or gases in liquid compressed or gaseous form with a classification of 1 to 9 in the United Nations Economic Commission for Europe Transport of Dangerous Goods Orange Book.

#### **iv) Armed Forces and Law Enforcement**

WE will not pay for any claim if YOUR vehicle is being used for armed forces and/or law enforcement purposes but this exclusion shall not apply to private vehicles of such personnel.

### **9. V.A.T.**

WE will not pay the V.A.T. element of any claim where YOU are able to recover V.A.T.

# General conditions

Applying to the whole POLICY

## 1. How to claim

Any event which might become a claim under the POLICY must be reported to US as soon as possible. WE will require written details of any claim, except where the only damage is broken glass in the VEHICLE's windscreen or windows. Supporting documentation (estimates, bills and the like) must also be sent to US.

YOU should not answer any letter, claim, writ or other document relating to a claim but send them to US without delay.

No one must attempt to negotiate any claim nor admit or repudiate any claim, without OUR permission. Any THEFT, or damage caused by THEFT, malicious persons or vandals, must be reported to the police.

## 2. Control of claims

WE are entitled to:

- a) receive all necessary information and assistance from YOU or anyone else insured under this POLICY;
- b) take over and conduct the defence or settlement of any claim. WE will do this in YOUR name, or in the name of anyone else who is insured by the POLICY;
- c) take proceedings to recover any amount WE have paid or are due to pay under the POLICY. WE will do this for OUR benefit and at OUR expense, but using YOUR name or the name of anyone else who is insured by the POLICY.

## 3. Duty to take care

YOU must do all that YOU reasonably can:

- a) to maintain the VEHICLE, and any TRAILER which is covered, 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 covered.

## 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"; "Indemnity to hirer"; "Indemnity to principal"; "Contingent liability"; or "Movement of other vehicles".

# General conditions

## 5. Cancellation of the policy

YOU may cancel YOUR POLICY, by writing to US or calling US. WE will then refund part of YOUR premium unless YOU have made a claim in the current PERIOD OF INSURANCE. The cancellation will be effective from the date YOU tell US that YOUR POLICY is to be cancelled or from a future date advised by YOU or from an earlier date at OUR sole discretion.

WE may cancel YOUR POLICY at any time by giving YOU 14 days notice in writing. OUR cancellation letter will be sent to the latest address WE have for YOU.

The reasons why YOUR POLICY may be cancelled include, but are not limited to:

- a) where YOU or anyone acting for YOU commits fraud or makes a misrepresentation in order to gain an advantage under any aspect of YOUR POLICY;
- b) where a change in YOUR circumstances means that WE can no longer provide cover;
- c) failure to comply with POLICY terms and conditions;
- d) use of threatening or abusive behaviour or language, or intimidating or bullying of OUR staff or suppliers;
- e) if YOU default under OUR Credit Agreement to pay the premium, cover under YOUR POLICY will cease in accordance with the conditions of the Credit Agreement.

If WE cancel YOUR POLICY WE will refund the part of YOUR premium applying to the remaining PERIOD OF INSURANCE unless fraud or misrepresentation has been identified or a claim has been made when WE may not refund any premium.

## 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 the 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 whoever incurred the liability.

## 9. Changes YOU must tell US about.

YOU must tell US of any change to the information YOU have provided to US as detailed in YOUR Statement of Motor Fleet Insurance and YOUR Motor Fleet Insurance Schedule. Failure to tell US of any change may invalidate YOUR POLICY, prevent YOU from making a claim or affect the amount that YOU are able to claim.

When YOU inform US of any change, WE will tell YOU if it affects YOUR insurance. WE may cancel or alter the terms of the POLICY or amend the premium before YOUR next renewal or at YOUR next renewal.

### YOU must tell US before:

- any VEHICLE insured on YOUR POLICY is modified in any way;
- YOU change any VEHICLE insured on YOUR POLICY;
- YOU change YOUR usage of any VEHICLE insured on YOUR POLICY, such as changing from carriage of own goods to haulage;
- YOU allow any VEHICLE insured on YOUR POLICY to be driven by anyone who is not already insured to drive it;
- YOU change YOUR vehicle registration number;
- YOU register a VEHICLE previously not registered for road use; or
- YOU wish to change the level of cover for YOUR VEHICLE;



## General conditions

### YOU must tell US immediately if:

- YOU sell or dispose of any VEHICLE insured on YOUR POLICY;
- there is any change to the registered keeper or owner of any VEHICLE insured on YOUR POLICY;
- there is any change to the identity of the main driver of any VEHICLE insured on YOUR POLICY;
- YOU permanently export any VEHICLE insured on YOUR POLICY;
- YOU change YOUR postal address or the address at which any VEHICLE insured on YOUR POLICY is usually kept;
- YOU or any driver insured to drive any VEHICLE insured on YOUR POLICY changes occupation;
- YOU or any driver named to drive any VEHICLE insured on YOUR POLICY changes their name due to marriage or change by deed poll;
- YOU stop being a UK resident;
- YOU or any driver insured to drive any VEHICLE insured on YOUR POLICY incurs any criminal convictions;
- YOU or any driver insured to drive any VEHICLE insured on YOUR POLICY is involved in any incident which could give rise to a claim no matter how trivial the incident.
- YOU or any driver insured to drive any VEHICLE insured on YOUR POLICY have been disqualified from driving, had the entitlement to drive suspended or revoked, or if driving licence status has changed in any way (e.g. attained full licence from provisional or restrictions applied).

**REMINDER:** The Law requires YOU to tell the Driver and Vehicle Licensing Agency (DVLA), the Driver and Vehicle Agency Northern Ireland (DVA) and authorities on the Isle of Man, Jersey, Guernsey and Alderney about any condition that may affect your ability to drive safely. If a Doctor asks you to stop driving immediately, please follow this advice and contact the appropriate authorities for further guidance.

### YOU must tell US at next renewal of YOUR policy if:

- YOU or any driver insured to drive any VEHICLE insured on YOUR POLICY have been involved in any accident, theft or loss, regardless of fault, when driving any vehicle not insured on this POLICY;
- YOU or any driver insured to drive any VEHICLE insured on YOUR POLICY has incurred any motoring convictions (including prosecutions pending), driving licence endorsements and/or fixed penalty notices (endorsed on their licence):
- YOU or any driver insured to drive any VEHICLE insured on YOUR POLICY has:
  - a) incurred any Court Judgements e.g. CCJs whether satisfied or not;
  - b) incurred any form of bankruptcy proceedings e.g. Individual Voluntary Arrangements (IVAs)/Trust deeds and/or statutory insolvency proceedings e.g. Company Voluntary Arrangements (CVAs);
  - c) had any insurance refused, cancelled, declared void (as though it never existed) and/or had renewal declined or special terms imposed since the POLICY last renewed.

### 10. Motor Insurance Database

Unless agreed otherwise YOU must immediately supply US with details of the VEHICLES whose use is covered by this POLICY as are required by the relevant law applicable in Great Britain and Northern Ireland for entry on the Motor Insurance Database. For the purposes of this POLICY the required information is:

- Vehicle on date (date VEHICLE is added to this POLICY);
- Vehicle Registration Mark;
- Vehicle Type (Car, Light Goods Vehicle, etc.);
- Make and Model;
- Cubic capacity (CC) for cars, Gross Vehicle Weight for other vehicles;
- Vehicle off date (date VEHICLE is deleted from this POLICY).

## **General conditions**

### **11. Renewal of the policy**

Prior to the renewal date of YOUR POLICY, WE will send YOU details of any changes to the POLICY cover.

If YOUR payment method for the POLICY is Direct Debit then YOUR POLICY will be renewed using the payment details YOU have given to US once WE have provided renewal premium terms and YOU have accepted them.

YOU agree that WE may deduct the premium(s) for the renewed POLICY from YOUR nominated bank account unless YOU tell US that YOU do not wish to continue paying the premium in monthly instalments by Direct Debit, or YOU do not wish to renew YOUR POLICY.

If YOUR payment method for the POLICY is not Direct Debit then YOU must contact US before the renewal date to arrange payment.

If YOU do not want to renew YOUR POLICY or YOU want to change the payment method YOU must contact US prior to renewal unless WE have told YOU, in writing, that this is unnecessary.

If WE do not want to offer renewal of YOUR POLICY WE will contact YOU in writing in accordance with the Cancellation General Condition.

# Operative endorsements

Endorsements amend the cover provided by the POLICY. Endorsements applying to the POLICY will be shown on the SCHEDULE.

# Charitable Assignment Condition

This condition forms part of the terms on which YOUR policy is issued. Words printed in capitals in this condition are explained in paragraph 4 below.

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

# Approved repairer (cars and light goods vehicles)

In addition to your policy cover, as an NFU Mutual customer you have access to the benefits of our approved repairer service for cars and light goods vehicles. 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 is 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 manufacturers 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 manufacturers 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.
- If there are significant delays in obtaining parts, or YOUR vehicle is not built to UK specification, a loan vehicle will 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**





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

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**To find out more about how we use your personal information and your rights, please go to the privacy policy on our website.**

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