

YOUR
SPECIAL MOTORCYCLE
INSURANCE



NFU Mutual

INSURANCE | PENSIONS | INVESTMENTS

For Claims notification simply call 0800 282 652 and quote YOUR vehicle registration or serial 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.

This service involves:

- **Accident Notification**

Please remember in the unfortunate event of a claim it may be necessary to send to US YOUR VEHICLE documents e.g. Vehicle Registration Document, 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 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 or call 0800 023 4567 from a landline or 0300 123 9123 from a mobile phone.

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

Language

The contract and other documents are drawn up in the English language. WE will communicate with YOU in English throughout the duration of the policy.

Financial Services Compensation Scheme

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

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

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Policy Introduction

In return for YOU paying YOUR premium and US accepting it, WE will insure YOU in line with the terms of YOUR policy for accidental loss, injury or damage which occurs within the TERRITORIAL LIMITS during the PERIOD OF INSURANCE.

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

Your policy, SCHEDULE, and any endorsements describe the cover WE are providing. Please read all the documents carefully to make sure YOU have the cover YOU need.

This contract and the relationship between NFU MUTUAL and YOU shall be governed by, and interpreted in accordance with, English Law. The Contract shall be subject to the non-exclusive jurisdiction of the English Courts.

A handwritten signature in black ink, appearing to read "Steve Bower". The signature is fluid and cursive, with a long horizontal stroke at the end.

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

Note: This 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

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

FIRE

Fire, self-ignition, lightning or explosion.

INJURY

Bodily injury, death, illness or nervous shock.

INSURED/YOU/YOUR

Every person or organisation described in the SCHEDULE.

MARKET VALUE

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

NFU MUTUAL/WE/US/OUR

The National Farmers Union Mutual Insurance Society Limited.

PERIOD OF INSURANCE

As stated in the SCHEDULE and for any further period for which WE accept the premium.

SCHEDULE

The latest Special Motorcycle Insurance Schedule forming part of this policy.

TERRITORIAL LIMITS

Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands, including transit between them. N.B. This definition does not apply to “Motor Legal Protection”.

THEFT

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

Definitions

USE

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

Commuting. The act of using YOUR VEHICLE to drive the whole or part of the journey to and from your usual place of work.

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

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

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

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

VEHICLE

Any motorcycle, all terrain vehicle or similar vehicle which WE have agreed to insure for which WE accept the premium.

General Exceptions

Applying to the whole policy

1. Uninsured Drivers and Use

WE will not pay for any INJURY, loss or damage while any VEHICLE is being used for:

- a) any purpose not permitted by the “Permitted Use” or is being driven:
- b) by any person who is not shown as a driver in the SCHEDULE;

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 nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

4. War Risks

WE will not pay for any consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

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 EU; insurance is provided in the EU and the rest of the United Kingdom.

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:

General Exceptions

Applying to the whole policy

- 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.
- 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 or service roads, ground equipment parking areas and any parts of passengers 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.

7. Assault

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

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

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;

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.

General Exceptions

Applying to the whole policy

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. VAT

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

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. Please ask for a claim form. Supporting documentation (estimates, bills and the like) must also be sent to US.

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

No one must attempt to negotiate any claim nor admit or repudiate any claim, without OUR permission.

Any THEFT, or damage caused by THEFT, malicious persons or vandals, must be reported to the police.

2. Control of Claims

WE are entitled to:

- a) receive all necessary information and assistance from YOU or anyone else insured under this policy;
- b) take over and conduct the defence or settlement of any claim. WE will do this in YOUR name, or in the name of anyone else who is insured by the policy;

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

3. Duty to Take care

YOU must do all that YOU reasonably can:

- a) to maintain the VEHICLE insured, in good working order and in a roadworthy condition;
- b) to safeguard all property covered by this policy from THEFT, loss or damage;
- c) to prevent INJURY to other persons or damage to their property;
- d) to comply with relevant statutory requirements and regulations imposed by any authority.

YOU must allow US free access at all reasonable times to examine the VEHICLE insured.

General Conditions

Applying to the whole policy

4. Other Insurance

If, when an accident occurs, which leads to a claim under this policy, there is any other insurance covering the same liability, loss or damage, WE will only pay OUR share of the claim.

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

This condition does not apply to "Liability to the Public".

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.

General Conditions

Applying to the whole policy

6. Arbitration

If WE agree with YOU that there is a valid claim, but WE disagree with YOU as to how much WE should pay, the dispute will be referred to an arbitrator, in accordance with the law at the time. This will not stop YOU being able to take legal proceedings against US, but YOU cannot start these until the arbitrator has made his award.

7. Observing the Terms and Conditions

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

8. Right of Recovery

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

9. 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 Special Motorcycle Insurance and YOUR SCHEDULE. Failure to tell US of any change may invalidate YOUR

policy, prevent YOU from making a claim or affect the amount that YOU are able to claim.

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

YOU must tell US before:

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

General Conditions

Applying to the whole policy

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;

General Conditions

Applying to the whole policy

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

10. Renewal of the Policy

Prior to the renewal date of YOUR policy, WE will send YOU details of:

a) the terms on which YOUR policy may be renewed;

b) any changes to the policy cover; and

c) the actions YOU need to take to renew YOUR policy.

If YOUR payment method for the policy is Direct Debit then YOUR policy will be automatically renewed using the payment details YOU have given to US.

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

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

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

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

Permitted Use

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

The permitted USE for the VEHICLE is social domestic and pleasure purposes only, excluding racing, pace making or speed trials or permitted USE as described by endorsement or on the SCHEDULE.

Level of Cover

The cover applicable to YOUR VEHICLE(S) is explained below. YOUR SCHEDULE will show the level of cover applicable for each VEHICLE insured.

Comprehensive

All sections of the policy apply.

Third Party, Fire and Theft

The following sections of the policy apply:

- Damage to the Vehicle – YOU are only covered for loss or damage to the VEHICLE by FIRE or THEFT
- Liability to the Public
- Motor Legal Protection

Level of Cover

Third Party Only

The following sections of the policy apply:

- Liability to the Public
- Motor Legal Protection

Accidental Damage, Fire and Theft

The following sections of the policy apply:

- Damage to the Vehicle
- Motor Legal Protection

Fire and Theft

The following sections of the policy apply:

- Damage to the Vehicle – YOU are only covered for loss or damage to the VEHICLE by FIRE or THEFT
- Motor Legal Protection

Damage to the Vehicle

What is insured

YOUR Cover

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

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

WE will decide which of the above applies.

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

Maximum Amount Payable

The maximum WE will pay will be the:

- a) the MARKET VALUE of the VEHICLE, or,
 - b) the value shown in the SCHEDULE,
- whichever is less.

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

If the VEHICLE is so badly damaged that it is uneconomic to repair it, WE will settle the claim and the damaged VEHICLE will then belong to US.

Spare Parts and Accessories

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

Recovery and Delivery

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

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

Damage to the Vehicle

What is insured

Hiring and Leasing

If the VEHICLE is the subject of a hire-purchase or leasing agreement and WE can identify the legal owner of the VEHICLE, WE will make any payment for the total loss or destruction of the VEHICLE to the legal owner.

What is 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, loss of use or damage by frost;
3. mechanical, electrical, electronic, computer failures or breakdowns or breakages;
4. damage to tyres by punctures, cuts, bursts or braking;
5. loss or damage to accessories and spare parts by THEFT, if the VEHICLE is not subject to THEFT at the same time;
6. damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed;
7. loss or damage to helmets, gloves or other items of clothing;
8. reduction in MARKET VALUE of the VEHICLE as a result of a repair;
9. 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.

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.

Damage to the Vehicle

What is not insured

The amounts YOU have to pay

1. YOU must pay the amount shown on YOUR SCHEDULE under the heading “Excess amounts for” when the VEHICLE is lost or damaged. This amount is in addition to any other amount which the policy does not insure.
2. YOU must pay the amount shown on YOUR SCHEDULE for each and every claim for loss or damage caused by the THEFT or attempted THEFT of any VEHICLE.

This excess is reduced to the secured THEFT excess shown on YOUR SCHEDULE where;

- a) the VEHICLE is temporarily out of use; and
- b) garaged in a securely locked building of substantial construction; or
- c) secured to an immovable object.

This amount is in addition to any other amount for which YOU are responsible under the policy.

Liability to the Public

Definitions for this section only

COSTS

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

What is insured

YOUR Cover

WE will pay for all damages and COSTS for which YOU are legally liable if there is INJURY to any person or any damage to property in an accident involving the VEHICLE occurring at specified premises shown in the SCHEDULE, provided that, in respect of such damages the maximum amount payable for any one claim or a number of claims arising from one cause, will be:

£10,000,000 exclusive of COSTS

Other Persons' Cover

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

- a) any person YOU allow to drive or use the VEHICLE, provided they are specified in the SCHEDULE;
- b) the legal personal representative of any deceased person who, before their death, incurred liability covered by this section.

Liability to the Public

What is insured

Application of Limits of Indemnity

In the event of any accident involving indemnity to more than one person any limitation in this policy of the amount of that indemnity shall apply, in priority, to the INSURED.

Joint Insured Clause

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

What is not insured

WE will not pay for:

1. liability under “Other Persons” for any person unless
 - a) they observe the terms and conditions of this policy so far as they can apply,
 - b) they are not entitled to indemnity under any other policy;
2. liability for the death or INJURY to any person arising out of or in the course of their employment by any person insured under this policy;
3. liability for damage to any vehicle, trailer, disabled mechanically-propelled vehicle, motorcycle or property which belongs to or is in the custody or control of the INSURED or any person claiming indemnity;
4. liability for the death or INJURY of the passengers while being carried on, mounting onto or dismounting from any insured VEHICLE;
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.
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

Liability to the Public

What is not insured

to influence any government and/or to put the public or any section of the public in fear.

If WE allege that because of this exception any INJURY, damage, cost or expense is not covered the burden of proving the contrary shall be upon YOU.

In the event that any portion of this exception is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Motor Legal Protection

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

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

Definitions for this section only

BENEFICIARY

- a) YOU, or
- b) any driver or passenger who is in or on the VEHICLE with YOUR permission. Anyone claiming under this section must have YOUR agreement to claim.

VEHICLE

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

APPOINTED LAWYER

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

LEGAL COSTS

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

- b) costs incurred by opponents in civil cases if a BENEFICIARY has to pay them, or pays them with the agreement of the ADVISORY SERVICE.

VEHICLE HIRE COSTS

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

TERRITORIAL LIMITS

- a) For LEGAL COSTS;

the Channel Islands
Ireland
Isle of Man
United Kingdom

- b) For VEHICLE HIRE COSTS:

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

Motor Legal Protection

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 behalf of NFU MUTUAL.

DATE OF OCCURRENCE

- a) For civil cases, the date of occurrence is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, the date of occurrence is the date of the first of these events.
- b) For criminal cases the date of occurrence is when the insured person began or is alleged to have begun to break the law in question.

Motor Legal Protection

What is insured

If:

- a) the DATE OF OCCURRENCE of the insured incident is during the PERIOD OF INSURANCE and the insured incident happens within the TERRITORIAL LIMITS; and
- b) any legal proceedings are dealt with by a court or other body which the ADVISORY SERVICE agrees to in the TERRITORIAL LIMITS; and
- c) in civil claims it is always more likely than not that the BENEFICIARY will recover damages (or other legal remedy) or make a successful defence, then:

Uninsured loss recovery

The ADVISORY SERVICE will negotiate to recover any BENEFICIARY'S costs and losses for which another person may be legally liable, but which are not insured by YOUR policy, after an event which:

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

Motoring Prosecution Defence

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

Motor Contract Disputes

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

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

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

The ADVISORY SERVICE will assist in appealing or defending an appeal under paragraphs 1, 2 or 3 of "What is insured". The BENEFICIARY must tell the ADVISORY

Motor Legal Protection

What is insured

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 INSURED 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.

What is not insured

This section of the policy does not provide cover in respect of:

1. Any claim reported to the ADVISORY SERVICE more than 180 days after the date the BENEFICIARY should have known about the insured incident.
2. Any LEGAL COST or VEHICLE HIRE COSTS incurred before the ADVISORY SERVICE have agreed to pay them.
3. Any claim relating to the settlement payable under an insurance policy.
4. The VEHICLE being used by anyone who does not have valid motor insurance.
5. Any disagreement between the BENEFICIARY and NFU MUTUAL or the ADVISORY SERVICE that is not a disagreement described in Condition 8.
6. Any legal action the BENEFICIARY takes which the ADVISORY SERVICE or the APPOINTED LAWYER has not agreed to or where the BENEFICIARY does anything that hinders the ADVISORY SERVICE or the APPOINTED LAWYER.

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What is not insured

7. VEHICLE HIRE COSTS if the BENEFICIARY is claiming against a person who does not have valid motor insurance or cannot be identified or traced, or when

the BENEFICIARY makes their own arrangements for vehicle hire after an insured incident.

Conditions applying to this section only

1. Apart from US or the ADVISORY SERVICE, the BENEFICIARY is the only person who may enforce all or any part of this section of the policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section of the policy in relation to any third party rights or interest.
2. The BENEFICIARY must:
 - a) Keep to the terms and conditions of this section of the policy;
 - b) Take reasonable steps to keep any amount WE have to pay as low as possible;
 - c) Try to prevent anything happening that may cause a claim;
 - d) Send everything the ADVISORY SERVICE ask for, in writing;
 - e) Give the ADVISORY SERVICE full details of any

claim as soon as possible and give the ADVISORY SERVICE any information they need.

3. a) The ADVISORY SERVICE can take over and conduct, in the name of the BENEFICIARY, any claim or legal proceedings at any time. The ADVISORY SERVICE can negotiate any claim on behalf of a BENEFICIARY.
- b) The BENEFICIARY shall be free to choose an APPOINTED LAWYER (by sending the ADVISORY SERVICE a suitably qualified person's name and address) if:
 - i. the ADVISORY SERVICE agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of the BENEFICIARY in those proceedings; or
 - ii. there is a conflict of interest.

The ADVISORY SERVICE may choose not to accept the BENEFICIARY'S choice, but only in exceptional

Motor Legal Protection

Conditions applying to this section only

circumstances. If there is a disagreement over the choice of APPOINTED LAWYER in these circumstances the BENEFICIARY may choose another suitably qualified person.

- c) In all circumstances other than those set out in 3.b) above, the ADVISORY SERVICE shall be free to choose an APPOINTED LAWYER.
 - d) An APPOINTED LAWYER will be appointed by the ADVISORY SERVICE and will represent the BENEFICIARY according to the ADVISORY SERVICE'S standard terms of appointment. The APPOINTED LAWYER must cooperate fully with the ADVISORY SERVICE at all times.
 - e) The ADVISORY SERVICE will have direct contact with the APPOINTED LAWYER.
 - f) The BENEFICIARY must co-operate fully with the ADVISORY SERVICE and with the APPOINTED LAWYER and must keep the ADVISORY SERVICE up-to-date with the progress of the claim.
 - g) The BENEFICIARY must give the APPOINTED LAWYER any instructions that the ADVISORY SERVICE ask for.
4. a) The BENEFICIARY must tell the ADVISORY SERVICE if anyone offers to settle a claim.
 - b) If the BENEFICIARY does not accept a reasonable offer to settle a claim, the ADVISORY SERVICE may instruct US to refuse to pay further LEGAL COSTS.
 - c) The BENEFICIARY must not negotiate or agree to settle a claim without the approval of the ADVISORY SERVICE.
 - d) The ADVISORY SERVICE may decide to pay the BENEFICIARY the amount of damages they are claiming instead of starting or continuing legal proceedings.
5. a) The BENEFICIARY must tell the APPOINTED LAWYER to have LEGAL COSTS taxed, assessed or audited if this is requested by the ADVISORY SERVICE.
 - b) The BENEFICIARY must take every step to recover LEGAL COSTS that WE have to pay and must pay US any LEGAL COSTS that are recovered.
6. If an APPOINTED LAWYER refuses to continue acting for the BENEFICIARY, or if the BENEFICIARY dismisses an APPOINTED LAWYER, the cover WE provide will end at once, unless the ADVISORY SERVICE agree to appoint another APPOINTED LAWYER.
 7. If the BENEFICIARY stops a claim without the agreement of the ADVISORY SERVICE, or does not give

Motor Legal Protection

Conditions applying to this section only

- suitable instructions to an APPOINTED LAWYER, the cover WE provide will end at once.
8. If the ADVISORY SERVICE and the BENEFICIARY disagree about the choice of APPOINTED LAWYER, or about the handling of a claim, the ADVISORY SERVICE and the BENEFICIARY can choose another lawyer to decide the matter. The ADVISORY SERVICE and the BENEFICIARY must both agree to this in writing. If the ADVISORY SERVICE cannot agree with the BENEFICIARY about the choice of the second lawyer, the ADVISORY SERVICE will ask the president of a relevant national law society to choose a lawyer. Whoever loses the disagreement will have to pay the costs of settling it.
 9. The following conditions apply to any claim for VEHICLE HIRE COSTS:
 - a) The BENEFICIARY must agree to the ADVISORY SERVICE trying to recover any VEHICLE HIRE COSTS in their name and any costs recovered must be paid to US;
 - b) The ADVISORY SERVICE will choose the vehicle hire company and the type of vehicle to be hired;
 - c) The ADVISORY SERVICE will decide how long a vehicle can be hired for;
 - d) The BENEFICIARY must meet the age and licensing rules of the vehicle hire company the ADVISORY SERVICE chooses and must follow any conditions of hire.
 10. This section of the policy will be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.
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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.

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Helpline services

A BENEFICIARY can contact the ADVISORY SERVICE's UK-based call centre 24 hours a day, seven days a week. However, they may need to arrange to call the BENEFICIARY back depending on their enquiry. To help the ADVISORY SERVICE check and improve their service standards, they may record all calls.

When phoning, please tell the person that YOU talk to that YOU are an NFU MUTUAL policyholder.

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

Legal Advice Service

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

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If the BENEFICIARY

calls outside these times, a message will be taken and a return call arranged within the operating hours.

Tax Advice Service

The ADVISORY SERVICE will give a BENEFICIARY confidential advice over the phone on tax matters.

Health and Medical Information Service

The ADVISORY SERVICE will give 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.

Operative Endorsements

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

Charitable Assignment Condition

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

1. Unless paragraph 3 applies, YOU agree with US and the CHARITY that YOU will transfer to the CHARITY the right to any WINDFALL which YOU would otherwise be entitled to receive in respect of the policy and any renewal or reissue of it.
2. To ensure that the agreement YOU have entered into in paragraph 1 can be effectively carried out:
 - a. YOU authorise US to transfer any WINDFALL direct to the CHARITY;
 - b. YOU agree to sign any documents and to do anything else which may be needed to transfer any WINDFALL, and YOUR right to receive the WINDFALL, to the CHARITY;
 - c. YOU appoint US and any of OUR officers and (as a separate appointment) the CHARITY and any of its officers to be YOUR agent to take any of the steps mentioned in (b) above on YOUR behalf;
 - d. YOU authorise US to provide the CHARITY with any information it reasonably requires about YOU and any policy YOU hold with US, and YOU consent to US and the CHARITY holding and processing such information for this purpose;
 - e. YOU cannot revoke the authority contained in (a) or (d) above, or the appointment contained in (c) above.

Charitable Assignment Condition

3. Paragraph 1 shall not apply in respect of any WINDFALL which arises from a BUSINESS TRANSFER to any company or other body corporate which is at the time of such transfer OUR subsidiary, in circumstances where such transfer is not in any way related to a DEMUTUALISATION or to any sale or other disposal (or proposed sale or other disposal) of such subsidiary.
4. In this condition:
 - a. the 'CHARITY' is the NFU Mutual Charitable Trust or, if it ceases to exist, any other charity which becomes entitled to the benefit of the agreement YOU have entered into in paragraph 1;
 - b. 'BUSINESS TRANSFER' means a transfer of part or all of OUR business to any other person, firm or company;
 - c. 'DEMUTUALISATION' means a change (or proposed change) in OUR constitution or corporate status (whether or not involving or associated with a BUSINESS TRANSFER) which has the effect that WE cease to be a MUTUAL ORGANISATION;
 - d. 'MUTUAL ORGANISATION' means a company or other body whose constitution limits membership and voting rights wholly or mainly to persons purchasing goods or services from it or otherwise trading with it;
 - e. 'WE', 'US' or 'OUR' refers to The National Farmers Union Mutual Insurance Society Limited and any company or other organisation which becomes entitled to all or part of its business;
 - f. a 'WINDFALL' means any benefit to which YOU become entitled as one of OUR members on or in connection with any future BUSINESS TRANSFER or DEMUTUALISATION;
 - g. 'YOU' and 'YOUR' refer to the policyholder.



NFU **Mutual**

[nfumutual.co.uk](https://www.nfumutual.co.uk)

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

The National Farmers Union Mutual Insurance Society Limited (No. 111982).

Registered in England. Registered Office: Tiddington Road, Stratford upon Avon, Warwickshire CV37 7BJ.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

A Member of the Association of British Insurers.

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

MMCSPOL-0920