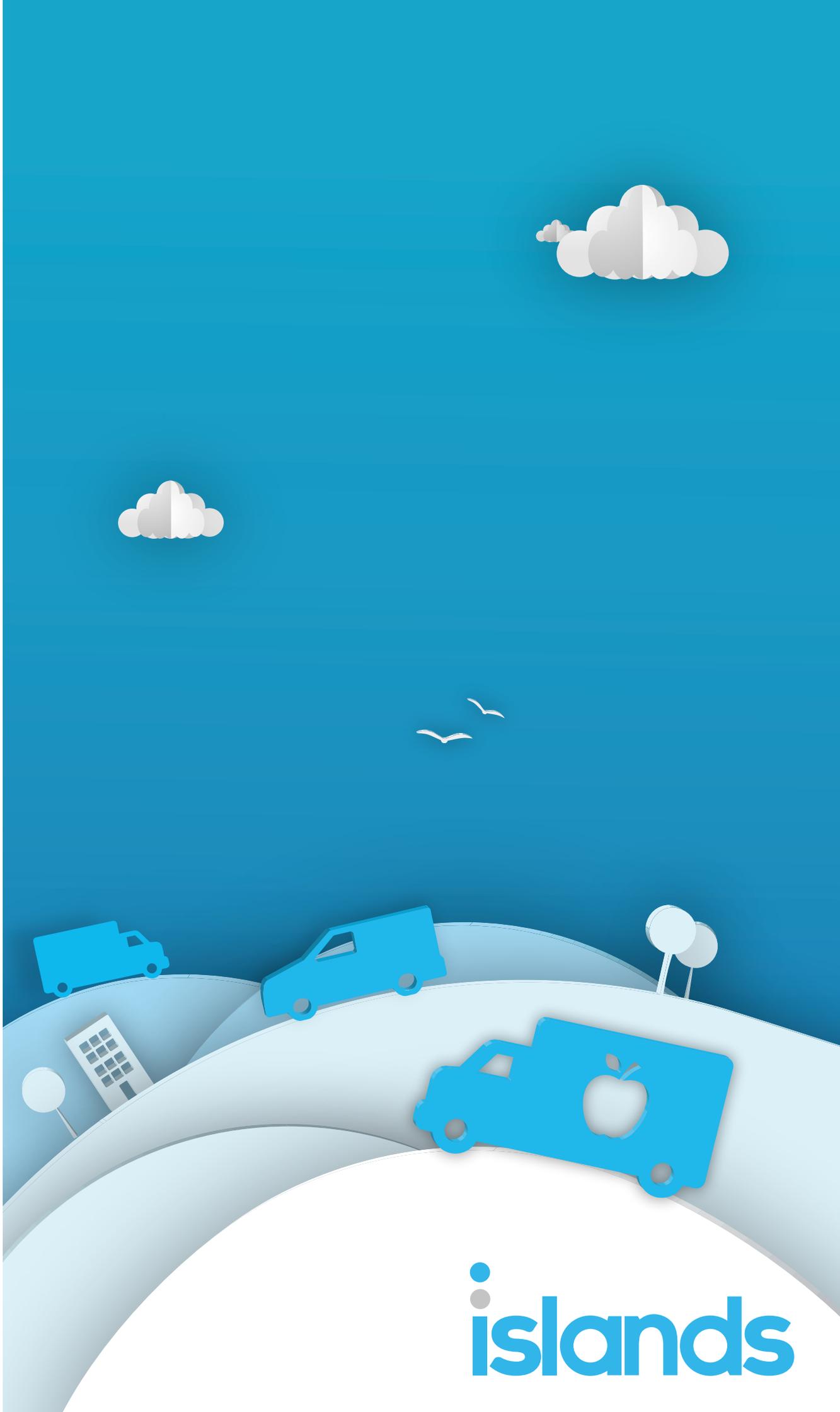


# Light Goods Vehicle

POLICY



**islands**



Thank you for choosing Islands Insurance and NFU Mutual.

### Jersey

M J Touzel (Insurance Brokers) Ltd, Kingsgate House, 55 The Esplanade, St Helier, Jersey, JE1 4HQ

[www.islands.je](http://www.islands.je)  
**01534 835383**  
[insure@islands.je](mailto:insure@islands.je)

### Guernsey

The Islands Insurance Brokers Ltd, PO Box 449, Lancaster Court, Forest Lane, St Peter Port, Guernsey, GY1 3ZZ

[www.islands.gg](http://www.islands.gg)  
**01481 710731**  
[insure@islands.gg](mailto:insure@islands.gg)

### Alderney

The Islands Insurance Brokers Ltd, 17 Victoria Street, Alderney, GY9 3TA

[www.islands.gg](http://www.islands.gg)  
**01481 824100**  
[alderney@islands.gg](mailto:alderney@islands.gg)

### Jersey

This policy is underwritten and arranged by M J Touzel (Insurance Brokers) Ltd, trading as Islands Insurance, on behalf of The National Farmers Union Mutual Insurance Society Limited (NFU Mutual). M J Touzel (Insurance Brokers) Ltd is registered in Jersey (No. 2589) at Kingsgate House, 55 The Esplanade, St Helier, Jersey, JE1 4HQ and is regulated by the Jersey Financial Services Commission (JFSC) under the Financial Services (Jersey) Law 1998 for General Insurance Mediation Business (No: GIMB 0046) and is a member of the NFU Mutual Group of Companies.

### Guernsey & Alderney

This policy is underwritten and arranged by The Islands' Insurance Brokers Ltd (Islands Insurance) on behalf of The National Farmers Union Mutual Insurance Society Limited (NFU Mutual). The Islands' Insurance Brokers Ltd is registered in Guernsey (No. 6841) at Lancaster Court, Forest Lane, St Peter Port, Guernsey, GY1 1WJ and is regulated by the Guernsey Financial Services Commission (GFSC) under The Insurance Managers and Insurance Intermediaries (Bailiwick of Guernsey) Law 2002 as an Intermediary for general insurance only (No: 13696) and is a member of the NFU Mutual Group of Companies.

# Thank you for placing your Insurance with NFU Mutual

## Cancellation Rights

If YOU do not want to accept YOUR new cover, YOU may cancel the cover by writing to or calling the Islands Insurance office which issued YOUR policy within 14 days of receiving the policy or amendment to an existing policy. WE may charge pro rata for the cover provided. YOUR Certificate of Insurance and Windscreen Insurance Display, if issued, must be returned to US.

## 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 or writing to the Islands Insurance office which issued this policy.

If YOU remain unhappy with the outcome, depending on your circumstances, YOU may be able to refer YOUR complaint to one of the following Financial Ombudsman Services:

1 The Channel Islands Financial Ombudsman at PO Box 114, St Helier, JE4 9QG.

For more information visit [www.ci-fo.org](http://www.ci-fo.org) or call **01534 768610 (Jersey)** or **01481 722218 (Bailiwick of Guernsey)**

2 The Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London E14 9SR.

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 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](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, and how WE may process the personal information of anyone named in YOUR policy or any beneficiary of YOUR policy, please go to the Privacy Policy on the Islands Insurance website - [www.islands.insure/privacy-policy/](http://www.islands.insure/privacy-policy/). Please share the Privacy Policy with any individuals named on YOUR policy.

## Fraud Prevention and Detection

To prevent and detect fraud WE may at any time check, share and/or file details including information about YOU or anyone who may benefit from this policy 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 or the personal data of anyone who may benefit from this policy for this purpose.

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## POLICY INTRODUCTION

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

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

YOUR policy, SCHEDULE, CERTIFICATE 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 the appropriate law as set out below unless WE agree with YOU otherwise:

- 1 The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which YOU normally live or (if applicable) the first named policyholder normally lives or part of the United Kingdom, Channel Islands or Isle of Man where YOU have YOUR principal place of business; or
- 2 In the case of a business or organisation, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where YOU have YOUR principal place of business; or
- 3 Should neither of the above be applicable, the law of England and Wales.



**Tim Brangwyn**

**Managing Director**

The Islands Insurance Group

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

## Definitions

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

### **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.

### **FIELD SPORTS ACTIVITIES**

Farming and organised shooting sports activities or events carried out in the open countryside e.g. hunting and target shooting.

### **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 (or TRAILER) with one of the same make, model, specification, age and condition.

### **NFU MUTUAL/WE/US/OUR**

The National Farmers Union Mutual Insurance Society Limited.

### **PERIOD OF INSURANCE**

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

### **SCHEDULE**

The latest Light Goods Vehicle Insurance Schedule forming part of this policy.

### **TERRITORIAL LIMITS**

The United Kingdom, the Republic of Ireland, the Isle of Man and the Channel Islands, including transit between them.

N.B. This definition does not apply to "European Motor Assistance Gold", "Motor Legal Protection" or "Helpline Service".

### **THEFT**

- 1 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);
- 2 any malicious damage, FIRE or explosion resulting from or following 1 above.

### **TRAILER**

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

### **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**

- 1 any motor vehicle which WE have agreed to insure and for which YOU have paid or have agreed to pay the premium;  
or
- 2 any motor vehicle loaned to YOU under OUR Approved Repairer Scheme.

## General Exceptions

(Applying to the whole policy)

### 1 Uninsured Drivers and Use

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

- a) any purpose not permitted by the "Limitations as to Use" in the CERTIFICATE (or by endorsement if a CERTIFICATE has not been issued);
- b) rallies and competitions, other than road safety rallies and treasure hunts;  
or is being driven:
  - c) by anyone who is not permitted to drive by the SCHEDULE;
  - d) by YOU if YOU are disqualified from driving, 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 then WE will not apply Exception a) or c).

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

- a) is competent in driving the VEHICLE;
- b) has the owner's permission to drive;
- c) is at least 17 years of age;
- d) is entitled to drive in the CERTIFICATE (if the requirement to possess a licence is ignored).

### 2 Liability Assumed Under Agreement

WE will not pay for any liability arising from an agreement if that liability would not arise in the absence of that agreement.

### 3 Radioactivity

WE will not pay for INJURY, loss or damage arising from:

- a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

### 4 War Risks

WE will not pay for any consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. However, WE will pay where it is necessary to meet the requirements of the Road Traffic Acts.

### 5 Riot

WE will not pay for any consequence of riot or civil commotion in Northern Ireland or any country which is not a member of the European Union (other than Great Britain, the Channel Islands or the Isle of Man).

### 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:
  - i. this insurance; or
  - ii. anyone named on the policy SCHEDULE;

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 c) before or after the fraudulent claim; and/or
- c) refuse any other benefit under the policy.

### 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:

**a) Terra Firma, Airside and Rails**

WE will not pay for any claim involving YOUR VEHICLE or TRAILER if it is:

- i. not running solely on terra firma, however this exclusion shall not apply to vehicles designed primarily for use on land;
- ii. 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 passenger terminals within the Customs examination area. This exclusion does not apply to public roads or car parks at airports;
- ii. fitted with wheels enabling it to travel on rails.

**b) Explosives**

WE will not pay for any claim if YOUR VEHICLE or TRAILER is being used for the transportation of high explosives such as nitro glycerine, dynamite or any other similar explosive. This does not apply to the carriage of live shotgun cartridges for FIELD SPORT ACTIVITIES.

**c) Chemicals and Gases**

WE will not pay for any claim if the principal use of YOUR VEHICLE or TRAILER is the carriage of chemicals or gases in liquid compressed or gaseous form with a classification of 1 to 9 in UN Recommendations on the Transport of Dangerous Goods, Model Regulations ("Orange Book").

**d) Armed Forces and Law Enforcement**

WE will not pay for any claim if YOUR VEHICLE or TRAILER 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 or equivalent local tax element of any claim where YOU are able to recover VAT or equivalent local tax element.

# General Conditions

(Applying to the whole policy)

## 1 How to Claim

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

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

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

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

## 2 Control of Claims

WE are entitled to:

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

## 3 Duty to Take Care

YOU must do all that YOU reasonably can:

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

YOU must allow US free access at all reasonable times to examine the VEHICLE and any TRAILER which is insured.

## 4 Other Insurance

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

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

This condition does not apply to Personal Accident, or Liability to the Public – "Other Persons' Cover" or "Movement of Other Vehicles".

## 5 Cancellation of the Policy

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 the Islands Credit Agreement to pay the premium, cover under YOUR policy will cease in accordance with the conditions of the Credit Agreement.

## General conditions

(Applying to the whole policy)

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

Where WE have accepted a claim but there is disagreement over the amount to be paid, the matter will be decided by an arbitrator. WE and YOU will jointly agree the identity of the arbitrator in line with current law. The arbitrator will decide who pays the fees, for example the fees may be split between the parties, or one party may pay all the fees.

### 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 Light Goods Vehicle 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 social domestic and pleasure only to include business 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.

#### 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 or Channel Islands resident;
- YOU or any driver named 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.

## General conditions

(Applying to the whole policy)

### **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:
  - incurred any Court Judgments 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;
- YOU anticipate the declared mileage of YOUR VEHICLE during the next PERIOD OF INSURANCE will be significantly different to that declared;
- YOU are a business and YOU have, or do not have, current business public liability insurance in force;
- YOU are a business and YOU have current membership, or there are any changes to YOUR membership, of any trade organisation or professional body.

### **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 of the Policy General Condition.

## Permitted Use

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

The permitted USE for the VEHICLE is shown in the CERTIFICATE under limitations as to use. Where a CERTIFICATE is not issued, the permitted USE is described by endorsement or on the SCHEDULE.

## 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 of or damage to the VEHICLE by FIRE or THEFT
- Liability to the Public
- No Claims Discount
- EU Compulsory Insurance
- European Travel
- European Motor Assistance Gold
- Trailers
- Motor Legal Protection
- Helpline Service

### Third Party Only

The following sections of the policy apply:

- Liability to the Public
- No Claims Discount
- EU Compulsory Insurance
- European Travel
- European Motor Assistance Gold
- Trailers
- Motor Legal Protection
- Helpline Service

### Accidental Damage, Fire and Theft

The following sections of the policy apply:

- Damage to the Vehicle
- Trailers
- Motor Legal Protection
- Helpline Service

### Fire and Theft

The following sections of the policy apply:

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

## Damage to the Vehicle

### What is insured

#### YOUR Cover

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

- 1 pay the cost of repair; or
- 2 pay the amount of the loss or damage; or
- 3 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

- 1 The maximum WE will pay will be:
- 2 the MARKET VALUE of the VEHICLE; or  
the value shown on the SCHEDULE;

whichever is less.

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

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

#### Spare Parts and Accessories

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

#### Fitted Audio or Visual Equipment

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

#### Recovery and Delivery

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

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

#### Hiring and Leasing

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

#### Repairs

If WE have been informed of an accident and given a detailed estimate of the repairs, YOU may then arrange for work to be started on any reasonable repairs.

#### New Vehicle Replacement

If YOUR VEHICLE is a UK specification model and less than one year old from the date of first registration as new and it is:

- 1 subject to THEFT and not recovered; or
- 2 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
- 3 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 YOUR VEHICLE if:

- 1 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
- 2 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.

## Replacement Locks

If the VEHICLE keys or lock transmitter of the VEHICLE are subject to THEFT, WE will pay for the cost of:

- 1 replacing the door locks and all other points of access;
- 2 replacing the ignition/steering lock;
- 3 replacing the lock transmitter and central locking interface;
- 4 resetting the alarm and immobiliser.

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

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

## What is not insured

### WE will not pay for:

- 1 anything which results in the VEHICLE or any part of the VEHICLE being in a better condition than before it was damaged;
- 2 wear and tear, damage caused by or arising from wear and tear, depreciation or loss of use;
- 3 reduction in the MARKET VALUE of the VEHICLE as a result of a repair;
- 4 damage to tyres by punctures, cuts, bursts or braking;
- 5 damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed;
- 6 mechanical, electrical, electronic, computer failures or breakdowns or breakages;
- 7 where the VEHICLE is not to UK or European specification and parts or accessories become unobtainable or obsolete in pattern and therefore out of stock in the UK:
  - a) increased repair and replacement parts or accessory costs due to non availability and/or waiting times for delivery; or
  - b) storage costs whilst awaiting commencement of repair to the VEHICLE.

### The amounts YOU have to pay

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

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

- 2 YOU must pay the amount shown on YOUR SCHEDULE for loss or damage caused by THEFT, unless
  - a) the loss or damage happened when the VEHICLE was in a locked garage; or
  - b) the VEHICLE is fitted with a tracking device approved by US, provided that the device is fully operational at the time of the THEFT; or
  - c) the only items subject to THEFT are the VEHICLE keys or lock transmitter.
- 3 YOU must pay the amount shown on YOUR SCHEDULE when the VEHICLE (not being a vehicle loaned to YOU by OUR Approved Repairer) is being driven by or is in the charge of a person
  - a) aged under 21; or
  - b) aged between 21 and 25.

YOU will not have to pay the excess shown on YOUR SCHEDULE for accidental damage where damage

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

- 4 Where YOUR VEHICLE is not built to UK specification an excess in addition to any other amounts YOU are required to pay will apply for accidental damage and THEFT. The amount YOU must pay will be shown on YOUR SCHEDULE.

YOU will not have to pay the amount shown on YOUR SCHEDULE if the damage is

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

# Liability to the Public

## Definitions for this section only

### COSTS

- 1 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;
  - 2 solicitors' fees for representation at any coroner's inquest or fatal inquiry or defending in any court of summary jurisdiction;
  - 3 costs for legal services to defend any person WE insure, if proceedings are taken for manslaughter or causing death by careless or dangerous driving;
  - 4 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 involving:

- 1 the VEHICLE;
- 2 any TRAILER attached to the VEHICLE;
- 3 the loading or unloading of the VEHICLE;
- 4 one disabled mechanically propelled vehicle while attached to the VEHICLE;
- 5 YOU while travelling in or getting into or out of (but not driving) any VEHICLE which does not belong to YOU and is not hired to YOU under a hire-purchase or leasing agreement.

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

### Other Persons' Cover

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

- 1 anyone YOU allow to drive the VEHICLE, but only if:
  - a) this driving is permitted by the SCHEDULE and/or CERTIFICATE, and
  - b) they have prior permission from the owner;
- 2 any passenger while travelling in or getting into or out of the VEHICLE;
- 3 the legal personal representative of any deceased person who, before their death, incurred liability covered by this section.

### Emergency Treatment

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

### Application of Limits of Indemnity

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

### Movement of Other Vehicles

If YOU (or any employee authorised by YOU) moves a vehicle not insured by this policy, which is parked in a position which obstructs the legitimate path of the VEHICLE, WE will pay all damages and costs for which YOU are legally liable, if moving that car causes:

- 1 INJURY to any person; or
- 2 damage to that vehicle or any other property.

However, WE will not pay if there is any other insurance covering the INJURY or damage.

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

## What is not insured

### WE will not pay for

- 1 INJURY to any person arising out of or in the course of their employment by any person insured by this policy, unless required by the Road Traffic Acts.
- 2
  - a) damage to any vehicle, trailer, disabled mechanically propelled vehicle, motorcycle or property which belongs to anyone insured by this section, or
  - b) damage to any vehicle, trailer, disabled mechanically propelled vehicle, motorcycle or property which is in the custody or control of anyone insured by this section, or
  - 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 the exclusion under 2 a) above to the "Movement of Other Vehicles" cover of this section for damage to the vehicle being moved.

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

Terrorism means an act, including but not limited to the use of and/or threat of force or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

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

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

- 5 Liability, unless WE provide cover to meet the requirement of the Road Traffic Acts, in respect of POLLUTION or any INJURY or damage arising directly or indirectly from POLLUTION or damage, other than POLLUTION arising directly from
  - a) Collision, impact or overturning; or
  - b) FIRE, self-ignition, lighting, explosion or malicious damage of or to the VEHICLE.

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

OUR liability in respect of all damages payable in respect of all POLLUTION and any INJURY or damage arising directly or indirectly from POLLUTION, which is considered to have occurred during the PERIOD OF INSURANCE in respect of damage to property shall not exceed £5,000,000 in total.

- 6 INJURY or damage that arises from the VEHICLE, TRAILER or plant which is part of, or attached to the VEHICLE being used as a tool unless WE provide cover to meet the requirements of the Road Traffic Acts.
- 7 Liability for INJURY or damage that occurs beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of any VEHICLE described in the SCHEDULE and/or CERTIFICATE by any person other than the driver or attendant of the VEHICLE.

## Personal Accident

### Who is insured

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

### What is insured

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

- 1 involving the VEHICLE; or
- 2 while travelling in or getting into or out of any other vehicle;

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

|  | <b>Amount we will pay:</b> |
|--|----------------------------|
| a) Death   | £15,000                    |
| b) Loss of any limb, or                                | £5,000                     |
| c) Permanent loss of use of any limb, or               |                            |
| d) Irrecoverable loss of all sight in one or both eyes |                            |

### What is not insured

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

## Medical Expenses

### What is insured

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

## Personal Effects

### What is insured

If personal effects in or on the VEHICLE are lost, subject to THEFT or damaged by FIRE or 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 subject to THEFT at the same time;
- 2 Trade or business goods or samples;
- 3 Cash, tickets, stamps, cheques or other negotiable money instruments.

## Tools

### What applies

If tools in the VEHICLE are lost, subject to THEFT or damaged by FIRE, THEFT or in an accident, WE will pay up to £500.

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

### What does not apply

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

## No Claims Discount

### What applies

If the VEHICLE is eligible for no claims discount and no claim has been made involving that VEHICLE during the PERIODS OF INSURANCE shown below, then the VEHICLE's next renewal premium will be reduced by the discount shown:

| Period of Insurance             | Discount |
|---------------------------------|----------|
| the previous year               | 20%      |
| the previous two years          | 30%      |
| the previous three years        | 40%      |
| the previous four years or more | 50%      |

Each claim will reduce the discount at YOUR next renewal from the level which applied during the PERIOD OF INSURANCE, according to the following scale:

| Discount Entitlement | After 1 claim | After 2 claims |
|----------------------|---------------|----------------|
| 50%                  | 30%           | 30%            |
| 40%                  | 20%           | nil            |
| 30%                  | nil           | nil            |
| 20%                  | nil           | nil            |

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

### What does not apply

- 1 No claims discount is not normally transferable to anyone else. WE will decide if no claims discount can be transferred.
- 2 The following are not eligible for no claims discount:
  - a) TRAILERS;
  - b) Any VEHICLE covered for Fire and Theft or Accidental Damage, Fire and Theft.
- 3 Claims for the following will not affect YOUR entitlement to no claims discount:
  - a) Emergency Treatment Fees as required by the Road Traffic Acts;
  - b) Repairing or replacing broken glass in the VEHICLE's windscreen, windows or sunroof (and repairing bodywork if this is damaged by the breakage);
  - c) Loss of or damage to a TRAILER;
  - d) Any claim where WE are able to recover the full cost of that claim from a third party (or would be able to but for the operation of a market claims handling agreement);
  - e) Replacement locks.

## EU Compulsory Insurance

WE will provide the compulsory minimum insurance YOU must have by law to use the VEHICLE in:

- 1 any country which is a member of the European Union;
- 2 any other country which the Commission of the European Union is satisfied has made arrangements to meet the requirements of Article 8 of the EC Directive 2009/103/EC on insurance of civil liabilities arising from the use of motor vehicles.

## European Travel

### What is insured

YOU must inform Islands Insurance if YOU require cover for any single trip longer than 14 days or if YOU are going to exceed the 60 days in any one PERIOD OF INSURANCE as WE reserve the right to charge an additional premium.

### Full Cover

WE will provide the same cover currently applicable to the VEHICLE under sections "Damage to the VEHICLE", "Liability to the Public", "Personal Accident", "Medical Expenses", "Personal Effects", and "Trailers" while the VEHICLE is in any of the following countries or principalities:

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

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

If an accident causes damage to the VEHICLE which is covered under the policy and YOU are unable to return the VEHICLE to the United Kingdom or the Channel Islands because of the damage, WE will pay for:

- 1 customs duty YOU have to pay because YOU have temporarily imported the VEHICLE; and
- 2 the reasonable cost of returning the VEHICLE after repair to YOUR address shown on the SCHEDULE or YOUR temporary address in the country where damage occurred.

### Bail Bond

WE will provide a guarantee or deposit of up to £2,500 if YOU or the driver are detained, or if the VEHICLE is impounded because of an accident which has led, or might lead, to a claim under the policy.

As soon as the guarantee is released or the deposit can be recovered, YOU or the driver must comply with all necessary formalities and give US all the help and information WE need to get the guarantee cancelled or the deposit returned. YOU must reimburse US, without delay, any amount which WE cannot recover.

### Restricted Cover

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

|                        |                     |
|------------------------|---------------------|
| Albania                | Morocco             |
| Belarus                | North Macedonia     |
| Bosnia and Herzegovina | Republic of Moldova |
| Croatia                | Serbia              |
| Montenegro             | Tunisia             |
|                        | Ukraine             |

### What is not insured

No cover applies while the VEHICLE is in any country or principality not noted in either of the two lists under "What is insured".

## Trailers

### What is insured

#### Cover

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

### What is not insured

WE will not pay for:

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

## 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 Ltd  
DAS Parc  
Greenway Court  
Bedwas, Caerphilly  
CF83 8DW

DAS Legal Expenses Insurance Company Ltd 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 Ltd manage all claims on behalf of NFU MUTUAL.

#### BENEFICIARY

- 1 YOU; or
  - 2 any driver or passenger who is in or on the VEHICLE with YOUR permission.
- Anyone claiming under this section must have YOUR agreement to claim.

#### VEHICLE

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

#### APPOINTED LAWYER

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

#### LEGAL COSTS

- 1 All reasonable and necessary costs charged by the APPOINTED LAWYER on a standard basis.
- 2 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.

# Motor Legal Protection

## TERRITORIAL LIMITS

1 For LEGAL COSTS;

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

2 For VEHICLE HIRE COSTS:

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

## DATE OF OCCURRENCE

1 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.

2 For criminal cases the date of occurrence is when the INSURED person began or is alleged to have begun to break the law in question.

## What is insured

If:

- 1 the DATE OF OCCURRENCE of the insured incident is during the PERIOD OF INSURANCE and the insured incident happens within the TERRITORIAL LIMITS;
- 2 and any legal proceedings are dealt with by a court or other body which the ADVISORY SERVICE agrees to in the TERRITORIAL LIMITS; and
- 3 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:

- 1 causes damage to the VEHICLE or to personal property in it; or
- 2 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:

- 1 purchase, sale or hire of the VEHICLE or its spare parts or accessories; or

2 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 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:

- 1 the VEHICLE cannot be driven; and
- 2 the accident was entirely the other person's fault; and
- 3 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.
- 7 VEHICLE HIRE COSTS if the BENEFICIARY is claiming against a person who does not have a valid motor insurance or cannot be identified or traced, or when the BENEFICIARY makes their own arrangements for vehicle hire after an insured incident.

### Conditions applying to this cover

- 1 Apart from US or the ADVISORY SERVICE, the BENEFICIARY is the only person who may enforce all or any part of this section of the policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section of the policy in relation to any third party rights or interest.
- 2 The BENEFICIARY must:
  - a) Keep to the terms and conditions of this section of the policy;
  - b) Take reasonable steps to keep any amount WE have to pay as low as possible;
  - c) Try to prevent anything happening that may cause a claim;
  - d) Send everything the ADVISORY SERVICE ask for, in writing;
  - e) Give the ADVISORY SERVICE full details of any claim as soon as possible and give the ADVISORY SERVICE any information they need.
- 3
  - a) The ADVISORY SERVICE can take over and conduct, in the name of the BENEFICIARY, any claim or legal proceedings at any time.  
The ADVISORY SERVICE can negotiate any claim on behalf of a BENEFICIARY.
  - b) The BENEFICIARY shall be free to choose an APPOINTED LAWYER (by sending the ADVISORY SERVICE a suitably qualified person's name and address) if:
    - i. the ADVISORY SERVICE agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of the BENEFICIARY in those proceedings; or
    - ii. there is a conflict of interest.

The ADVISORY SERVICE may choose not to accept the BENEFICIARY'S choice, but only in exceptional circumstances. If there is a disagreement over the choice of APPOINTED LAWYER in these circumstances the BENEFICIARY may choose another suitably qualified person

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

## Helpline services

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, 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 a BENEFICIARY information over the phone on health and fitness and non-diagnostic advice on medical matters.

Advice can be given on allergies, the side effects of drugs and how to improve general fitness. Information is available on self help groups and hospital waiting lists.

**For the following assistance service, YOU will be responsible for paying the costs for the help provided.**

## **Drivers' Assistance Service**

The ADVISORY SERVICE will arrange help for a BENEFICIARY if the VEHICLE cannot be driven because of an accident or breakdown in Europe. The ADVISORY SERVICE will ask a contractor to help, but the BENEFICIARY must pay the contractors' costs, including call out charges.

**TO CONTACT THE ABOVE SERVICES, PHONE [0117 934 0552](tel:0117 934 0552)**

## **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](tel:0117 934 2121).**

**The ADVISORY SERVICE will not accept responsibility if helpline services are unavailable for reasons they cannot control.**

# European Motor Assistance Gold

In the event of a breakdown, please call the 24 hour helpline on:

**0800 197 1013** for calls from **Jersey**  
**0800 197 1015** for calls from **Guernsey and Alderney**  
**0044 117 934 2177** for calls from **the rest of Europe**

Please be ready to provide the following information:

- 1 Policyholder's name;
- 2 Registration number of the VEHICLE;
- 3 Make, model and colour of the VEHICLE;
- 4 Nature of the breakdown and location of the VEHICLE.

## Definitions for this section only

### BREAKDOWN(S)

- a) Mechanical or electrical failure; or
- b) Accidental damage, or damage caused by vandalism, fire, theft or attempted theft; which stops YOUR VEHICLE moving.

### DAS

DAS Legal Expenses Insurance Company Limited, which is the service provider for European Motor Assistance Gold.

### INSURED PERSON(S)

YOU and any passenger or driver who is in the vehicle with YOUR permission at the time of the BREAKDOWN.

### NFU MUTUAL

The National Farmers Union Mutual Insurance Society Limited.

### PERIOD OF COVER

The period for which NFU MUTUAL has agreed to cover YOU.

### TERRITORIAL LIMIT

Sub-section A The Channel Islands.  
Sub-section B The United Kingdom, the Isle of Man, the European Union, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia Norway, San Marino, Serbia, Switzerland and Turkey.

### VEHICLE

The vehicle declared to Islands Insurance.

Cover extends to include any caravan or trailer attached to the vehicle at the time of the breakdown.

The vehicle, excluding any caravan or trailer, must not weigh more than 3.5 tonnes gross vehicle mass or be over 5.5 metres (18 feet) in length, or over 2.3 metres (7 feet 6 inches) wide.

Any caravan or trailer attached to the vehicle must not exceed 7.6 metres (25 feet) in length.

### WE/US/OUR

DAS, who provides the assistance service, which is operated on behalf of NFU MUTUAL, and any authorised employees or agents operating on DAS's behalf.

### YOU/YOUR/DRIVER

The INSURED or any other person driving the VEHICLE until the time of BREAKDOWN with YOUR permission, provided that they are permitted to drive under the terms of the policy.

## What is insured

YOU are covered for the assistance services in this section for a maximum of six BREAKDOWNS in the 12 month period following the start date of this policy and in any 12 month period following renewal of the policy, if YOU have paid YOUR premium.

If the service YOU require is not provided for under the terms of this section, or if YOU have reached the maximum number of BREAKDOWNS covered in the period, WE will try to arrange assistance at YOUR expense if YOU wish. The terms of any such assistance are a matter for YOU and YOUR supplier.

### Sub-Section A – Channel Islands Cover

#### 1 Emergency Roadside Repairs And Home Breakdown

WE will pay the call-out charge and up to one hour's labour costs for one of OUR approved agents to attend the scene of the BREAKDOWN and, where possible, to carry out emergency repairs.

#### 2 Vehicle Recovery

If YOUR VEHICLE cannot be repaired within one hour at the scene of the BREAKDOWN, WE will pay for the cost of transporting YOUR VEHICLE and INSURED PERSON(S) to a single destination of either:

- a) a suitable repairer; or
- b) if the INSURED PERSON wishes, their home address, provided it is nearer.

#### 3 Getting You To Your Destination

If YOUR VEHICLE cannot be repaired on the same day as the BREAKDOWN, WE will either:

- a) pay the cost of transporting YOUR VEHICLE or INSURED PERSON(S) or both to a destination(s) within the TERRITORIAL LIMIT provided that the INSURED PERSON(S) are transported to the same destination; or
- b) arrange transport for INSURED PERSON(S) to travel to a hotel, providing YOU are not on YOUR island of residence. YOU will have to pay for the cost of this and the hotel costs, but WE will reimburse YOU up to £100 per person per night for accommodation. The most WE will pay for transport to the hotel and the cost of hotel accommodation is £750 for any one BREAKDOWN. YOU must pay the hotel bill, but WE will pay YOU back on receipt of the relevant bill(s) subject to the £750 limit for any one BREAKDOWN; and
- c) pay the additional costs of the ferry crossing following the missed departure following the BREAKDOWN of the VEHICLE.

#### Conditions

- 1 WE will only pay a maximum of £750 for any one BREAKDOWN.
- 2 YOU must send US all the relevant invoice(s) before YOU are reimbursed.

At all times WE decide on the best way of providing help.

#### 4 Emergency Message Service

When YOU claim for any of the services detailed in 1, 2 and 3 above WE will forward a message to a member of YOUR family, friend or work colleague if YOU would like this.

### Sub-Section B – United Kingdom And European Cover

#### 1 Emergency Roadside Repairs

WE will pay the call-out charge and up to one hour's labour costs for one of OUR approved repairers to attend the scene of the BREAKDOWN and, where possible, carry out emergency repairs.

#### 2 Vehicle Recovery

If the VEHICLE cannot be repaired within one hour at the scene of the BREAKDOWN, WE will pay the cost of transporting YOUR VEHICLE and INSURED PERSON(S) to one of OUR approved repairers.

#### 3 Getting You To Your Destination

If YOUR VEHICLE cannot be repaired on the same day as the BREAKDOWN, WE will either:

- a) pay the cost of transporting YOUR VEHICLE or INSURED PERSON(S) or both to a destination(s) within the TERRITORIAL LIMIT provided that the INSURED PERSON(S) are transported to the same destination. WE will not pay more than the value of YOUR VEHICLE; or
- b) arrange transport for INSURED PERSON(S) to travel to a hotel and an INSURED PERSON'S hotel accommodation costs up to £100 per night. YOU must pay the cost of transport and the hotel bill, but WE will reimburse YOU on receipt of the relevant bill(s), but the most WE will pay for all claims arising

- c) from any one BREAKDOWN is £750; or
- c) pay the cost of hiring a replacement VEHICLE up to £1,000. The replacement VEHICLE must remain within the TERRITORIAL LIMIT, and
- d) pay the additional costs of the ferry crossing following the missed departure following the BREAKDOWN of the VEHICLE.

At all times WE will decide on the best way of providing help. The most WE will pay for all claims arising from any one BREAKDOWN is £3,000.

#### 4 Emergency Message Service

When YOU claim for any of the services detailed in 1, 2 and 3 above WE will forward a message to a member of YOUR family, friend or work colleague if YOU would like this.

#### What is not insured

- 1 The BREAKDOWN of YOUR VEHICLE:
  - a) if it has knowingly been driven in an unsafe or un-roadworthy condition; or
  - b) which has resulted from lack of oil, fuel or water; or
  - c) which occurs while YOUR VEHICLE is being used for motor racing, trials or rallying or for hire or reward.
- 2 The cost of:
  - a) storage charges, YOU will be responsible for any VEHICLE storage charges incurred when YOU are using OUR services; or
  - b) spare or replacement parts, fluids or fuel or any other materials used in repairing YOUR VEHICLE; or
  - c) any other repairs except those at the scene of the BREAKDOWN; or
  - d) replacing a wheel if YOUR VEHICLE does not have a serviceable spare wheel; or
  - e) replacing broken windows or keys or finding missing keys; or
  - f) ferry crossings, parking charges, fines or toll charges (other than additional costs following missed departures following the BREAKDOWN of the VEHICLE).
- 3 Any charges arising from an INSURED PERSON's failure to comply with OUR instructions or OUR approved agents' instructions in respect of the assistance being provided.
- 4 Any costs incurred before YOU have notified US of the BREAKDOWN.
- 5 Any VEHICLE which cannot be recovered by a standard trailer or transporter.
- 6 The recovery of a caravan or trailer on tow which exceeds 7.6 metres (25 feet) in length.
- 7 BREAKDOWNS caused by, contributed to by or arising from:
  - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; or
  - c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000; or
  - d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

#### Conditions applying to this section

- 1 An INSURED PERSON must keep to the terms and conditions of this section.
- 2 At all times during the PERIOD OF COVER, the VEHICLE must be maintained in a roadworthy condition and regularly serviced.
- 3 YOU or an INSURED PERSON must be present with the VEHICLE when the approved agent arrives.
- 4 WE will make every effort to provide the service at all times, but WE will not be responsible for any liability arising from breakdown of the service.
- 5 The transportation of any animal or livestock is undertaken solely at OUR discretion and WE accept no liability for the safety or welfare of any animal or livestock during its transportation.
- 6 WE will not pay for any loss that is not directly covered by the terms and conditions of this section. For example WE will not pay for YOUR travel costs for collecting YOUR VEHICLE from a repairer, loss of

income from taking time off work because of a BREAKDOWN, or loss from cancelled or missed appointments.

- 7 WE will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

This section is governed by English Law.

## Operative Endorsements

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

## Charitable Assignment Condition

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

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

## Approved Repairer

In addition to YOUR policy cover, as an NFU MUTUAL customer YOU have access to the benefits of OUR approved repairer service. This is not part of the policy, and the benefits offered by the repairer are detailed below.

### The benefits

If YOU are involved in an accident and YOUR VEHICLE is damaged, one free phone call to OUR approved repairer service provides YOU with a host of benefits.

- There's no need for YOU to obtain repair quotes.
- Repairs will be completed as soon as possible to minimise YOUR inconvenience.
- YOU will receive a courtesy VEHICLE to keep YOU mobile while YOUR VEHICLE is being repaired.
- YOUR VEHICLE will be collected and returned to YOU, cleaned inside and out.
- A lifetime guarantee for the workmanship of the repairs to YOUR VEHICLE. In addition, any areas worked on will be guaranteed for the balance of the manufacturer's rust proof warranty. A guarantee certificate will be issued upon completion of the repairs.
- These benefits are free.

### Notes

YOUR attention is drawn to the following points.

- If YOUR VEHICLE is damaged beyond economic repair the approved repairer will provide a courtesy vehicle for a maximum of five days.
- If WE are unable to locate a convenient approved repairer WE can assist YOU to identify a suitable alternative repairer.
- OUR approved repairers cater for most types of accident damage. For mechanical repairs and servicing please refer to the vehicle manufacturer's handbook.
- Courtesy 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.
- The lifetime guarantee for the workmanship of the repairs is not transferable to a new owner of the VEHICLE.
- The guarantee for any replacement parts or components is limited to the manufacturer's warranty period
- YOU may be asked to pay a deposit on the courtesy vehicle which will be refunded providing it is returned in the same condition that it is received.
- If there are significant delays in obtaining parts, or YOUR VEHICLE is one that is not built to UK specification, a courtesy vehicle may only be provided once spare parts have been obtained.
- Courtesy vehicles cannot be taken outside of the TERRITORIAL LIMITS.  
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 the United Kingdom.

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

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