



AGRICULTURE

# geo

RURAL  
FARM  
MOTOR  
ADVANCE



POLICY WORDING

**Rural**  
Insurance Group

# Contents

Welcome to Rural Insurance Group.....	4
What to do if <b>You</b> have an accident.....	5
Broken windscreen, windows or sunroof.....	5
<b>Your Policy</b> .....	6
Contract of insurance.....	6
In this <i>Policy</i> :.....	6
Telephone Recording.....	6
The Insurer.....	6
Choice of Law applicable to this contract.....	7
Use of Language.....	7
<b>Customer Information</b> .....	8
Data Protection Statement.....	8
How <i>You</i> can contact <i>Us</i> .....	8
Important notes.....	8
Fraud prevention and detection.....	8
Claims history.....	8
Motor Insurance Database.....	9
Duration of cover.....	9
Items Required.....	9
<b>Cancelling Your Policy</b> .....	10
<b>Complaints Procedures</b> .....	11
Complaints Contact Details.....	11
Compensation Arrangements.....	12
<b>Definitions</b> .....	13
<b>Extent of Cover</b> .....	17
<b>Section 1: Legal Liability to Third Parties</b> .....	18
What is covered.....	18
What is not covered.....	19
<b>Section 2: Loss of or Damage to the Vehicle</b> .....	21
What is covered.....	21
What is not covered.....	22
<b>Section 3: Principals Reimbursement</b> .....	24
What is covered.....	24
What is not covered.....	24
<b>Section 4: Unauthorised Movement</b> .....	24
What is covered.....	24
What is not covered.....	24
<b>Section 5: Contingent Liability</b> .....	25
What is covered.....	25
What is not covered.....	25

<b>Section 6: Cross Liabilities</b> .....	25
What is covered .....	25
What is not covered .....	25
<b>Section 7: Trailers, <i>Implements</i> and Disabled Vehicles</b> .....	25
What is covered .....	25
What is not covered .....	26
<b>Section 8: Personal Accident</b> .....	26
What is covered .....	26
What is not covered .....	26
<b>Section 9: Medical Expenses</b> .....	27
What is covered .....	27
<b>Section 10: Personal Belongings</b> .....	27
What is covered .....	27
What is not covered .....	27
<b>Section 11: Service or Repair</b> .....	27
What is covered .....	27
<b>Section 12: Right of Recovery</b> .....	27
What is covered .....	27
<b>Section 13: Territorial Limits and European Travel</b> .....	28
What is covered .....	28
<b>Section 14: General Policy Exclusions</b> .....	29
<b>Section 15: General Policy Conditions</b> .....	31
<b>Section 16: No Claims Discount</b> .....	34
<b>Section 17: Courtesy Car Cover</b> .....	35
What is covered .....	35
What is not covered .....	35

# Welcome to Rural Insurance Group

Thank **You** for choosing to buy **Your** insurance through Rural Insurance Group, **We** are confident **Your** trust is well placed. **We** are determined to provide **You** with outstanding customer service at all times and to make insuring with **Us** as easy and trouble-free as possible.

This **Policy** wording outlines all the important information **You** need to know about **Our** cover. Please read the wording in full and make sure **You** are happy with the cover provided and that it meets **Your** requirements. If **You** need any clarification please contact **Your Insurance Broker** in the first instance.

## About Rural Insurance Group

A specialist agricultural insurer, Rural Insurance Group's operating style is to develop products according to the requirements outlined by **Our** clients and demanded by **Our** brokers. **We** provide insurance solutions for a range of product categories including Farm Motor Insurance, Farm Combined Insurance, Livestock Insurance, Hailstorm Insurance, Rural Business Motor Insurance, Renewable Energy Insurance, Agricultural Contractors Liability Insurance and Motor Breakdown Insurance.

**Our** wealth of expertise and industry experience enables **Us** to maintain an innovative approach to insurance and risk management. **Our** products are designed to protect the assets and insure the liabilities of **Your** business, while also reducing **Your** business's exposure to risk by providing effective risk management assistance and advice.

## Getting to know each other

To learn more about Rural Insurance Group please visit [ruralinsurance.co.uk](http://ruralinsurance.co.uk)

**We'd** love to know more about **Your** business too – let's connect [linkedin.com/company/rural-insurance](https://www.linkedin.com/company/rural-insurance)

## What to do if **You** have an accident

In the event of any occurrence which may give rise to a claim, please contact **Our** claims handlers direct on 02921 010 334.

New and existing incidents can be discussed with **Our** claims handlers 24 hours a day, 7 days a week. **Our** claims handlers can also be contacted by email new claims at ruralnewclaims@uk.sedgwick.com or existing claims at ruralinsurance@uk.sedgwick.com.

Points to remember:

- **You** must stop if **You** are involved in any incident involving an injury to any person or certain animals, or if other vehicles or roadside **Property** are damaged. If **You** own the vehicle, **You** must give **Your** name, address and insurance details to anyone who has a good reason for asking. If **You** do not own the vehicle, **You** must give the owner's name and address and the registration number of the vehicle
- If there is an injury or **You** do not give **Your** details to anyone at the scene, **You** must report the incident to the police within 24 hours
- Do not apologise or admit fault
- Try to collect the following information:
  - Full details of the other **Drivers** including their phone numbers and the registration numbers of all vehicles involved
  - Injuries caused
  - **Property** damage
  - Witnesses (if there are any)
  - Police officers and report references
  - Full details of the circumstances
  - Taking photos with a camera or mobile phone can help to confirm certain accident details.

### **Broken windscreen, windows or sunroof**

If the **Glass** in the **Windscreen**, windows, sunroof or panoramic **Glass** roof of the vehicle is damaged please contact either of **Our** nominated repairers Auto Windscreens or Autoglass who will arrange to repair the **Glass** for **You**.

Auto Windscreens can be contacted by:

Telephone: 01246 216200 or at: [www.autowindscreens.co.uk](http://www.autowindscreens.co.uk).

Autoglass can be contacted by:

Telephone: 01663 308535 or at: [www.autoglass.co.uk](http://www.autoglass.co.uk)

Full details on **Our** claim's procedures are available from **Our** website at [www.ruralinsurance.co.uk](http://www.ruralinsurance.co.uk)

# **Your Policy**

## **Contract of insurance**

This **Policy** is a legal contract between **You** and **Us**. It is not **Our** intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else either any rights under this **Policy** or the right to enforce any part of it. Please examine it thoroughly to ensure it meets **Your** requirements and if it does not, please advise **Your Insurance Broker** without undue delay.

**We** would like to remind **You** that It is an offence under the Road Traffic Acts to make any false statement or withhold any material information for the purposes of obtaining a **Certificate of Motor Insurance**. **You** are required to inform **Us** immediately of any facts or changes which **We** would consider in **Our** assessment or acceptance of this insurance (see general **Policy** conditions 10 and 12 under section 15). Failure to do so may invalidate **Your Policy** or result in certain covers not operating fully. If **You** are in any doubt as to whether facts should be declared or not, please contact **Your Insurance Broker**.

**We** will insure **You** subject to the terms and conditions of this **Policy** during any **Period of Insurance** in return for **You** paying the premium, against accidental injury, loss or damage that happen within the **Territorial Limits**. **Our** liability will in no case exceed the amount of any sum insured or limit of liability stated in this **Policy**.

**You** must read this **Policy**, the **Schedule**, any **Statement of Fact** and the **Certificate of Motor Insurance** as if they were one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears unless specifically mentioned otherwise.

### **In this Policy:**

- Any reference to the singular will include the plural and vice versa
- Any reference to any statute or statutory instrument will include amendments thereto or re-enactment thereof
- Any heading in this **Policy** is for ease of reference only and does not affect its interpretation.

### **Telephone Recording**

For **Our** joint protection telephone calls are recorded and monitored for training and quality purposes.

### **The Insurer**

In accordance with the authorisation granted to Rural Insurance Group and in consideration of the appropriate premium having been paid, Zurich Insurance Company Ltd is hereby bound to insure in accordance with the terms and conditions contained or endorsed hereon. The details of the Insurers and the Regulator are:

Rural Insurance Group is a trading name of Geo Underwriting Services Limited which is authorised and regulated by the Financial Conduct Authority. FCA Register Number 308400. Registered Address: 2 Minster Court, Mincing Lane, London, EC3R 7PD. Registered in England 04070987.

Zurich Insurance Company Ltd

A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ. Zurich Insurance Company Ltd. is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of **Our** regulation by the Prudential Regulation Authority are available from **Us** on request. **Our** firm reference number is 959113.

Website: [www.zurich.co.uk](http://www.zurich.co.uk)

**You** can check the above details on the Financial Services Register by:

Website: <http://www.fca.org.uk/firms/systems-reporting/register>

Freephone: 0800 111 6768

Telephone: 0300 500 8082

### **Choice of Law applicable to this contract**

This **Policy** is governed, in relation to each vehicle insured under this **Policy**, by the law of the place within England, Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands where that vehicle is used during the majority of the **Period of Insurance** or if there is any disagreement about which law applies, the law of the place where that vehicle is registered. **You** agree to submit to the exclusive jurisdiction of the courts in that place.

### **Use of Language**

Unless otherwise agreed the contractual terms and conditions and other information relating to the contract will be in English.

# Customer Information

## Data Protection Statement

Zurich takes the privacy and security of **Your** personal information seriously. **We** collect, use and share **Your** personal information so that **We** can provide policies and services that meet **Your** insurance needs, in accordance with applicable data protection laws.

The type of personal information **We** will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where **You** have requested other individuals be included in the arrangement, personal information about those individuals.

**We** and **Our** selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet **Our** legal or regulatory obligations; (iii) where **You** have provided the appropriate consent; (iv) for **Our** 'legitimate interests'.

It is in **Our** legitimate interests to collect personal information as it provides **Us** with the information that **We** need to provide **Our** services more effectively including providing information about **Our** products and services. **We** will always ensure that **We** keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of **Our** data protection statement can be viewed via [www.zurich.co.uk/dataprotection](http://www.zurich.co.uk/dataprotection)

## How **You** can contact **Us**

If **You** have any questions or queries about how **We** use **Your** data, or require a paper copy of the statement, **You** can contact **Us** via [gbz.general.data.protection@uk.zurich.com](mailto:gbz.general.data.protection@uk.zurich.com) or alternatively contact **Our** Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

## Important notes

### Fraud prevention and detection

In order to prevent and detect fraud **We** may at any time:

- check **Your** personal data against counter fraud systems
- use **Your** information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review **Your** claims history
- share information about **You** with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If **You** provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in **Your** case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. **You** may face fines or criminal prosecution. In addition, Zurich may register **Your** name on the Insurance Fraud Register, an industry-wide fraud database.

### Claims history

**We** may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

**We** and other insurers may search these databases when **You** apply for insurance, when claims or potential claims are notified to **Us** or at time of renewal to validate **Your** claims history or that of any other person or **Property** likely to be involved in the **Policy** or claim. This helps to check information provided and prevent fraudulent claims.



## Motor Insurance Database

Information relating to **Your** insurance **Policy** will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory or authorised bodies including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- a) electronic licensing;
- b) continuous insurance enforcement;
- c) law enforcement (prevention, detection, apprehension and/or prosecution of offenders);
- d) the provision of government services or other services aimed at reducing the level and incidence of uninsured driving.

If a vehicle of **Yours** is involved in a road traffic accident (either in the United Kingdom, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds correct registration numbers for **Your** vehicles. If incorrect details for any of **Your** vehicles are shown on the MID **You** are at risk of having the relevant vehicle seized by the police. **You** can check that correct registration number details for **Your** vehicles are shown on the MID at [www.askmid.com](http://www.askmid.com).

## Duration of cover

As stated in the **Period of Insurance**.

## Items Required

The **Policy**, the application of any **Statement of Fact** made by **You**, any clauses endorsed on the **Policy**, the

**Schedule** and the **Certificate of Motor Insurance**, form the contract of insurance between **You** and **Us**.

**We** will clearly state if the cover provided by the **Policy** is subject to **You**:

- a) providing **Us** with any additional information requested by the required date(s)
- b) completing any actions agreed between **You** and **Us** by the required date(s)
- c) allowing **Us** to complete any actions agreed between **You** and **Us**.

Upon completion of these requirements (or if they are not completed by the required dates), **We** may:

- a) modify **Your** premium
- b) issue a mid-term adjustment to **Your Policy** terms and conditions
- c) require **You** to make alterations to the risk insured by the required date(s)
- d) exercise **Our** right to cancel **Your Policy**
- e) leave the **Policy** terms and conditions, and **Your** premium, unaltered.

**We** will contact **You** with **Our** decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by **You** and/or any decision by **Us** will take effect.

**Our** requirements and decisions will take effect from the date(s) specified unless and until **We** agree otherwise in writing. If **You** disagree with **Our** requirements and/or decisions, **We** will consider **Your** comments and where **We** consider appropriate, **We** will continue to negotiate with **You** to resolve the matter to **Your** and **Our** satisfaction. In the event that the matter cannot be resolved:

- a) **You** have the right to cancel this **Policy** from a date agreed by **You** and **Us** and, providing no claims have been made, **We** will refund a proportionate part of the premium paid for the unexpired period of cover.
- b) **We** may, at **Our** option, exercise **Our** right under the section Cancelling **Your Policy** below to cancel **Your Policy**.

Except where stated all other **Policy** terms and conditions will continue to apply.

The above conditions do not affect **Our** right to void the **Policy** if **We** discover information material to **Our** acceptance of the risk.

## **Cancelling Your Policy**

### **Your Right to Cancel Your Policy during the cooling off period**

**We** hope that **You** are happy with the cover this **Policy** provides. However, **You** have the right to cancel it during a period of 14 days after either the day of purchase of the contract, or 14 days after the day on which **You** receive **Your Policy** documentation whichever is later.

If **You** do wish to do so and the **Policy** cover has not yet commenced, **You** will be entitled to a full refund of the premium paid.

If **You** wish to cancel the insurance cover and it has already commenced, as long as no claim payment has been made, claim submitted or there has been an incident likely to give rise to a claim, **You** will be entitled to a refund of the premium paid for which a deduction will apply for the time for which **You** have been covered. This will be calculated as a proportion of the time for which **You** received cover.

Where a claim is submitted after the **Policy** has been cancelled **We** will deduct the amount of any premium returned to **You** following the cancellation from any claim payment **We** may make to **You**.

### **Your Right to Cancel Your Policy after the cooling off period**

If **You** wish to cancel the insurance cover and it has already commenced, **You** will be entitled to a refund of the premium paid for which a deduction will apply for the time for which **You** have been covered. This will be calculated as a proportion of the time for which **You** received cover.

If a claim payment has been made, a claim submitted or there has been an incident likely to give risk to a claim during the current **Period of Insurance**, **We** will still be happy to cancel the **Policy** at **Your** request however there will be no refund of premium or of any **Administration Fee** for the unexpired period of the **Policy**. If **You** are paying the premium on **Our** instalment arrangement, **You** must either continue with the instalment payments until the **Policy** expiry date or **We** may, at **Our** discretion deduct the outstanding instalments due from any claim payment to be made.

Where a claim is submitted after the **Policy** has been cancelled **We** will deduct the amount of any premium returned to **You** following the cancellation from any claim payment **We** may make to **You**.

**Our Rights to Cancel Your Policy (other than non-payment of premium and/or insurance premium tax)** **We** shall not be bound to accept any renewal of this **Policy**. **We** may at any time give 14 days' notice of cancellation by recorded delivery to **Your** last known address.

In respect of "**Our Rights To Cancel**" as stated above, if a claim payment has been made or a claim has been submitted or there has been an incident likely to give rise to a claim during the current **Period of Insurance** **We** reserve the right not to refund any premium for the unexpired portion of the **Policy**. If **You** are paying by instalments **You** must pay the balance of the full annual premium. This termination will be without prejudice to any rights or claims prior to the expiration of the cancellation notice.

Where a claim is submitted after the **Policy** has been cancelled **We** will deduct the amount of any premium returned to **You** following the cancellation from any claim payment **We** may make to **You**.

### **Our Rights to Cancel Your Policy (non-payment of premium and/or insurance premium tax)**

If **We** do not receive the premium and insurance premium tax in full **We** may cancel this **Policy** by sending **You** at least 7 days written notice of cancellation to **Your** last known address. **We** will send a copy of this communication to **Your Insurance Broker**.

Where a claim is submitted after the **Policy** has been cancelled **We** will deduct the amount of any premium returned to **You** following the cancellation from any claim payment **We** may make to **You**.

# Complaints Procedures

Rural Insurance Group handles complaints on behalf of Zurich Insurance Company Ltd - for the purposes of complaints '**We, Our, Us**' shall refer to Zurich and Rural Insurance Group.

**We** make every effort to ensure that the cover and service provided to **You** is clear, fair and not misleading. However, should **You** ever wish to make a complaint about any part of **Your Policy** or **Our** service, please refer to the table below to help **You** reach the correct area quickly and easily.

**Your** complaint will be acknowledged promptly. **We** aim to resolve all complaints as quickly as possible and **We** will give **You** an expected date of response.

In all correspondence, please state that **Your** insurance is provided by Rural Insurance Group and quote the details of **Your Policy**, the name of the **Insured, Policy** number and departmental references

## Complaints Contact Details

Reason for complaint	Nature of complaint	Contact	Contact Details
Advice or sales related	Any	<b>Your Insurance Broker</b>	Please refer to <b>Your Insurance Broker</b> correspondence
Claims	Any	<b>Your</b> claims handler / administrator in the first instance	Email: Ruralinsurance@uk.sedgwick.com Customer Relations Department Oakleigh House 14-16 Park Place, Cardiff, CF10 3DQ Tel: 02921 010 334

If not resolved three working days **Your** complaint will be passed to:

Customer Relations Department,  
Rural Insurance Group,  
The Hamlet,  
Hornbeam Park  
Harrogate  
North Yorkshire  
HG2 8RE  
Telephone: 0333 400 9969  
Email: [customerrelations@ruralinsurance.co.uk](mailto:customerrelations@ruralinsurance.co.uk)

If **You** are not happy with the outcome of **Your** complaint, **You** may be able to ask the Financial Ombudsman Service to review **Your** case.

**We** will let **You** know if **We** believe the ombudsman service can consider **Your** complaint when **We** provide **You** with **Our** decision. The service they provide is free and impartial, but **You** would need to contact them within 6 months of the date of **Our** decision.

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

**You** can also contact them as follows:

**Post:** Financial Ombudsman Service, Exchange Tower, London, E14 9SR  
**Telephone:** 08000 234567 (free on mobile phones and landlines)  
**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If the Financial Ombudsman Service is unable to consider **Your** complaint, **You** may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

## Compensation Arrangements

Zurich Insurance Company Ltd is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. For compulsory insurance, such as third-party motor insurance, **You** may be entitled to compensation up to 100% of the claim. For all other types of insurance, such as damage to the vehicle, **You** may be entitled to compensation up to 90% of the claim. **You** can obtain more information about Compensation Scheme arrangements from the FSCS by:

**Freephone:** 0800 678 1100

**Telephone:** 020 7741 4100

**Website:** <http://www.fscs.org.uk>

**Address:** Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

# Definitions

Certain words in this **Policy** have special meanings. These meanings are given below or defined at the beginning of the appropriate section or sub-section. To help **You** identify these words throughout the **Policy**, **We** have printed them in bold italics throughout.

## **Accessories**

- a) any parts or products that are specifically designed to be fitted to or used with the **Vehicle** including spare parts
- b) audio visual recording or reproduction equipment and communications or navigation equipment only if permanently fitted to the **Vehicle** excluding electronic equipment temporarily sited in and removable from the **Vehicle** being powered from a cigarette lighter or accessory socket.
- c) Where the **Vehicle** is a motor caravan or horsebox with living accommodation, the term accessories shall also include fixtures, fittings, furniture and furnishings.

## **Administration Fee**

The fee applied by **Us** to cover **Our** administration costs.

## **Agricultural Vehicle**

Any self-propelled motor **Vehicle** used solely for agricultural or forestry purposes which appears in the **Schedule** under the Agricultural Vehicle Section.

## **Business Partner**

Any person in business with **You** under the terms of a partnership agreement (whether expresses or implied by law).

## **Certificate of Motor Insurance**

A document which provides evidence that an insurance contract is in force which satisfies the requirements of the current road traffic legislation. This document:

- a) has the same number as the **Policy**
- b) shows which **Vehicle** is covered
- c) shows who may drive the **Vehicle**
- d) shows the uses to which the **Vehicle** can be put
- e) shows the uses to which the **Vehicle** cannot be put

If the document allows driving by any **Driver**, please refer to the **Schedule** for any restrictions that may apply.

## **Commercial Vehicle**

Any motor **Vehicle** which is manufactured or adapted and used for the carriage of goods which appears in the **Schedule** under the **Commercial Vehicle** section.

## **De jure or de facto**

In law or as a matter of fact.

## **Driver**

Any person driving the **Vehicle** and entitled to do so under the terms of the **Certificate of Motor Insurance**.

### **Endorsement**

A change in the terms and conditions of this **Policy** that can extend or restrict cover as detailed in the **Schedule**.

### **Excess**

The amount of a claim that **You** must pay. **You** should note that if more than one of the **Vehicles** is involved in the same accident or loss, any Excess which is applicable will be applied to each of the **Vehicles** as though separately insured.

### **Hazardous goods**

Goods carried under the requirements of:

- a) The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009
- b) The Approved List of Dangerous Substances as published by the Health and Safety Executive
- c) any other legislation of similar intent (including subsequent legislation) if applicable.

### **Implement(s)**

Any non-trailed implement designed to be attached to any **Vehicle** which is insured by this **Policy**.

### **Insurance Broker**

The agent, advisor, broker or intermediary who arranged this insurance for **You**.

### **Insured**

- a) **You**
- b) the **Driver**
- c) if **You** ask **Us**:
  - i. any Principal, director, **Business Partner** or employee of **Yours**
  - ii. any **Passenger**
  - iii. the legal owner of any **Vehicle** hired, loaned or leased to **You**
- d) any person using (but not driving) the **Vehicle** with **Your** permission for social domestic and pleasure purposes provided that such use is permitted under the terms of the **Certificate of Motor Insurance**
- e) the employer or **Business Partner** of any person whose business use is permitted under the terms of the **Certificate of Motor Insurance**.

### **Licence**

A current Licence to drive a motor vehicle of the same class as the **Vehicle** as required by relevant jurisdiction within the **Territorial Limits**.

### **Market Value**

The cost of replacing the **Vehicle**, **Trailer** or Implement with one of a similar age, type, mileage and condition, immediately prior to the loss or damage occurring.

### **Minibus**

A self-propelled motor vehicle with between nine and sixteen (inclusive) **Passenger** seats.

### **Motorised horsebox**

Any motor vehicle which is manufactured or professionally adapted and used for the carriage of horses which appears in the **Schedule** under the horsebox section.

### **Passenger**

Any person other than the **Driver** travelling in or on or getting into or out of the **Vehicle** or any **Trailer** or Implement or broken-down vehicle attached to the **Vehicle**.

### **Period of Insurance**

The duration of the **Policy** as shown in the **Schedule** and any subsequent period for which **We** may accept payment for the renewal of this **Policy**.

### **Policy**

The documents consisting of:

- a) **Proposal**
- b) **Statement of Fact**
- c) **Policy** wording
- d) the **Schedule**
- e) the **Certificate of Motor Insurance**
- f) any agreed **Endorsements**

### **Pollution or Contamination**

Pollution or contamination of buildings or other structures or of water, land or the atmosphere.

### **Private Car**

Any **Passenger** carrying motor **Vehicle** with not more than nine **Passenger** seats including the **Driver** and not used for hire and reward which appears in the **Schedule** under the **Private Car** section.

### **Property**

Physical property.

### **Proposal**

The information supplied to **Us** by **You** or on **Your** behalf about **You**, **Your** business, **Your Business Partners** and directors, for assessment of **Your** eligibility for this insurance and its terms including the premium applicable to this **Policy**.

### **Road**

Any place within the **Territorial Limits** where compulsory motor insurance legislation is operative.

### **Schedule**

The latest **Policy** document that **We** have issued to **You**. This forms part of the contract of insurance and gives details of the **Period of Insurance**, the sections of the **Policy** that are applicable to each **Vehicle**, any premium that **You** are due to pay or are due back from **Us** and details of any additional **Excess** or **Endorsements**.

### **Spouse**

**Your** husband, wife or civil partner.

**Statement of Fact**

Statement of Fact means the document **We** send to **You** that records all of the information supplied to **Us** by **You** or on **Your** behalf about **You** including those facts assumed about **You, Your Business, Your Business Partners** and directors, for the assessment of **Your** eligibility for this insurance and its terms including the premium applicable to this **Policy**.

**Territorial Limits:**

- a) Great Britain, Northern Ireland, the Isle of Man and the Channel Isles
- b) any other member country of the European Union
- c) any other country which has agreed to follow Article (8) of the EU Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (number 2009/103/EC)
- d) any other country but only during any period for which **You** have requested and **We** have agreed to extend cover for the use of the **Vehicle** in that country and while the **Vehicle** is being transported by land or sea between any of these countries.

**Terrorism:-**

- a) Any act or preparation in respect of action or threat of action designed to influence the government **De jure or de facto** of any nation or any political division of any nation or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government **De jure or de facto** and which:
  - i. involves violence against one or more persons
  - ii. involves damage to **Property**
  - iii. endangers life other than that of the person committing the action
  - iv. creates a risk to health or safety of the public or a section of the public v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

**Trade Plate**

Any Trade Plate issued in accordance with the Regulations applicable to trade licences.

**Trailer**

Any trailer, trailed **Implement** or trailed machine designed to be towed by any **Vehicle** which is insured by this **Policy**.

**Unlicensed Driver**

Any person driving the **Vehicle** who does not hold a **Licence** to drive a motor **Vehicle** of the same class as the **Vehicle**.

**Vehicle**

Any motor vehicle which is insured under this **Policy** and described in the **Schedule**.

Except when **You** have requested, and **We** have agreed to provide cover the **Vehicle** does not include any motor vehicle registered outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

**We, Our, Us**

Zurich Insurance Company Ltd

**Windscreen / Glass**

Glass in the windscreen, windows, sunroof or panoramic glass roof

**You, Your, Yours**

The person, people (either acting in partnership or on behalf of an unincorporated organisation), company or companies shown under the Policyholder details in the **Schedule**.



## Extent of Cover

Cover only applies within the **Territorial Limits**. The extent of cover applicable is stated in the **Schedule** and the following meanings apply:

- Comprehensive
  - All sections of the **Policy** apply
- Third Party Fire and Theft
  - All sections of the **Policy** apply, except for sections 8, 9, 10

Note that section 2 only applies to loss or damage caused directly by fire, self-ignition, lightning, explosion, theft or attempted theft.

- Third Party Only
  - All sections of this **Policy** apply, except for sections 2, 8, 9, 10, 17

## Section 1: Legal Liability to Third Parties

### What is covered

**We** will indemnify any **Insured** in respect of legal liability for damage and claimant's costs and expenses incurred arising from:

- a) accidental death or bodily injury to any third parties for an unlimited amount
- b) loss of or damage to **Property** up to a maximum of:
  - i. £20,000,000 in total for any one claim or number of claims arising out of one event where the **Vehicle** is a **Private Car**.
  - ii. £5,000,000 in total for any one claim or number of claims arising out of one event where the **Vehicle** is an **Agricultural Vehicle, Motorised horsebox, Commercial Vehicle, Minibus** or **Trailer**.
  - iii. £5,000,000 in total for any one claim or number of claims arising directly or indirectly out of one **Terrorism** event.
  - iv. £1,200,000 in total for any one claim or number of claims arising out of one event where the **Vehicle** is carrying any **Hazardous goods**.
  - v. £1,200,000 in total for any one claim or number of claims arising directly or indirectly from **Pollution or Contamination**

in connection with the use of the **Vehicle** including loading or unloading of any **Trailer** while it is being towed by the **Vehicle**.

**We** will in addition pay in respect of any event which may be subject of cover under this section:

- a) solicitors' fees to represent anyone insured under this section at a Coroner's inquest or fatal accident inquiry
- b) for the defence in any court of summary jurisdiction
- c) the costs of defence against a charge of manslaughter or causing death by dangerous driving
- d) any costs and expenses which **We** agree in writing.

For the purposes of any stated limits of liability all of the parties insured under this **Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

In respect of any event which may be the subject of indemnity under this section **We** will also pay:

- a) solicitors' fees for representation at any Court of summary jurisdiction or at any Coroner's Inquest or Fatal Inquiry
- b) the cost of legal services arranged by **Us** for defending a charge of causing serious injury by dangerous driving, manslaughter, causing death by dangerous driving or causing death by careless driving when under the influence of drink or drugs (or any equivalent local charge in a country specified in sub- section 1 of section 5)
- c) legal costs and expenses incurred with **Our** prior written consent which shall not be unreasonably withheld or delayed in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and/or investigations connected with a charge of corporate manslaughter or corporate homicide under the

Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the **Period of Insurance** in the course of the business.

Provided always that:

- a) **Our** liability under this clause shall be limited to £5,000,000 in any one **Period of Insurance**
- b) this clause shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) **We** must consent in writing to the appointment of any solicitor or counsel who are to act for **You** and on **Your** behalf
- d) **You** shall give **Us** immediate notice of any summons or other process served upon **You** which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such an appeal succeeding
- f) **We** shall be under no liability:
  - i. where **You** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - ii. in respect of fines or penalties of any kind
  - iii. where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance
- g) all other costs and expenses are incurred with **Our** written consent.

#### **What is not covered**

**We** will not be liable:

- a) for any amount **We** have not agreed to in writing
- b) to indemnify any **Driver** unless that person holds a **Licence** to drive the **Vehicle** or has held and is not disqualified for holding or obtaining such a **Licence**, however this shall not apply when a **Licence** is not required by law.
- c) to indemnify any person not driving but claiming cover if to their knowledge the person driving does not hold a **Licence** to drive the **Vehicle** unless they have held and is not disqualified for holding or obtaining such a **Licence**
- d) for death or bodily injury to any of **Your** employees during the course of or arising out of their employment, except as necessary to meet the requirements of any Road traffic legislation
- e) for death or bodily injury to any person or loss of or damage to **Property** caused by or attributed to:
  - i. any defect in or the action of any commodity or goods or anything including any packaging, container and label transported by or disposed of from the **Vehicle** or any **Vehicle** not **Your Property** or provided by **You**
  - ii. treatment given or services provided at or from the **Vehicle** or any other **Vehicle**
- f) for loss or damage to **Property** owned by or in the custody or control of any **Insured** or any person claiming cover under this section

- g) for damage to **Property** being conveyed in or on the **Vehicle**
- h) for loss or damage to any **Vehicle, Trailer, Implement** or broken-down **Vehicle**
- i) to indemnify any person other than **You** if that person is entitled to cover under any other **Policy**
- j) for death, bodily injury or illness of any person or loss of or damage to **Property** caused by or arising beyond the limits of any **Road** in connection with the loading or unloading of the **Vehicle** by anyone other than the **Driver** or attendant of such **Vehicle**
- k) for damage to premises or to the fixtures and fittings contained in the premises which are not owned by **You** but occupied by **You** under a rental or lease arrangement if such damage is insured by another **Policy**
- l) for death or bodily injury to any person or loss of or damage to **Property** arising whilst any **Vehicle** or **Trailer** (excluding fork lift truck) or any plant forming part of a **Commercial Vehicle** or **Agricultural Vehicle** or attached to it is operating as a tool of trade except as necessary to meet the requirements of any road traffic legislation
- m) for death or bodily injury to any person or loss of or damage to **Property** arising whilst any **Vehicle** or **Trailer** or **Implement** is involved in the spraying or spreading of any chemical substances (but not lime or fertilisers) unless such escape arises out of the collision or impact of such **Vehicle** with any other object or the overturning of such **Vehicle** except as necessary to meet the requirements of any road traffic legislation
- n) for injury, loss or damage directly or indirectly caused by any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including for example smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including material to be recycled, reconditioned or reclaimed) or contamination of any kind of the atmosphere or of any water, land, buildings or other **Property**:
  - i. unless caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the **Period of Insurance**
  - ii. any amount over £1,200,000 for any one event
 except as necessary to meet the requirements of any road traffic legislation
- o) for death or bodily injury to any person or loss of or damage to **Property** in connection with any **Vehicle** bearing a **Trade Plate** arising beyond the limits of any **Road** except when during the course of a journey it is temporarily garaged elsewhere than in or on any premises which **You** own or occupy
- p) for any consequence whatsoever resulting directly or indirectly from or in connection with **Terrorism** regardless of any other contributory clause or event except as necessary to meet the requirements of any road traffic legislation
- q) for liability of whatsoever nature directly caused by or contributed to, by or arising from the **Vehicle**
- r) while in or on that part of any airport, airfield or military installation provided for
  - i. the take-off or landing of aircraft or the movement of aircraft or aerial devices on the ground
  - ii. aircraft parking including any associated service **Roads**, refuelling areas, ground equipment parking areas, aprons, maintenance areas, hangars and the parts of **Passenger** terminals of international airports which come within the Customs examination area or any part of the premises to which the general public do not have vehicular access

except as necessary to meet the requirements of any road traffic legislation.

## Section 2: Loss of or Damage to the Vehicle

### What is covered

If the **Vehicle**, or its **Accessories**, is lost, stolen or damaged, **We** will choose whether to:

- a) pay for the **Vehicle** to be repaired
- b) replace the **Vehicle**
- c) pay in cash for the cost of the loss or damage to the **Vehicle**.

**Our** liability in respect of the **Vehicle** shall not exceed the **Market Value** immediately prior to such loss or damage or **Your** estimate of the value notified to **Us**, whichever is the lesser. If the **Vehicle** is leased or on contract hire, **We** may pay the leasing or contract hire company first. If **Our** estimate of the **Market Value** is less than the amount **You** owe the leasing or contract hire company, the amount **We** pay them will settle the claim and **You** may have to pay them the balance.

### Audio Visual Communication or Guidance Equipment

In respect of any loss of or damage to any permanently fitted audio visual communication or guidance equipment that was not fitted as a standard accessory to the **Vehicle** at the time of its manufacture, **We** will only pay up to the amount shown in the **Schedule** after deduction of the **Excess** for any one claim.

### Agricultural Vehicle Guidance Equipment

In respect of any loss of or damage to any portable navigation or communication equipment which must be in, on or attached to an **Agricultural Vehicle** which is covered under this **Policy**. **We** will only pay up to the amount shown in the **Schedule** after deduction of the **Excess** for any one claim.

### Windscreen and Glass

If the **Windscreen / Glass** in the **Vehicle** is broken **We** will pay for the cost to repair or replace it. **We** will also pay for the cost to repair any of the bodywork that has been damaged by the broken **Glass** from the **Windscreen / Glass**.

Where a replacement is not required **You** are responsible for paying the **Excess** shown in the **Schedule** towards each and every claim for repair of any **Windscreen / Glass** including resultant scratching of paintwork provided there has been no other loss to the **Vehicle**.

Where a replacement is required **You** are responsible for paying the **Excess** shown in the **Schedule** towards each and every claim for replacement of any **Windscreen / Glass** including resultant scratching of paintwork provided there has been no other loss to the **Vehicle**.

A payment made purely for **Windscreen / Glass** will not prejudice **Your** No Claim Discount.

### Loss of or theft of Keys

In the event of the keys or lock transmitter for the **Vehicle** being lost or stolen, **We** will pay for the cost of replacing:

- a) the door and/or boot locks
- b) the ignition and/or steering locks
- c) the lock transmitter and the central locking interface.

**We** will also pay for the cost of re-coding or if necessary replacing any alarm and/or immobilisation system.

The total amount payable as a result of loss or theft of keys or lock transmitter will be limited to the amount shown in the **Schedule** for any one incident.

Providing that **You** have reason to believe that the person who finds or has stolen such items would be able to identify the whereabouts of the **Vehicle**.

### Recovery and Redelivery

If the **Vehicle** is disabled as a result of loss or damage insured under this section, **We** will pay for the reasonable cost of:

- a) protection and removal of the **Vehicle** to the nearest competent repairers
- b) returning the **Vehicle** to **You** after repair to any address **You** wish, provided the cost is no more than it would be if **We** delivered it to **Your** address shown in the **Schedule**.

### Replacement **Vehicle**

In respect of any:

- a) **Private Car**
- b) **Minibus**
- c) **Motorised horsebox** with a gross revenue weight of 7.5 tonnes or less
- d) **Commercial Vehicle** with a gross revenue weight of 7.5 tonnes or less

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

- a) subject to theft and not recovered; or
- b) damaged so that repairs will cost more than 60% of the manufacturer's new **Vehicle** list price (including **Vehicle** tax, VAT and fitted **Accessories**) at the date the damage occurred; or
- c) damaged so that repairs will cost more than the **Vehicle**'s current value 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:

**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 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 an Insurer. **We** will only make a payment if **You** provide sight of a purchase receipt or invoice.

### What is not covered

**We** will not be liable for:

- 1) loss of or damage to the **Vehicle** when unattended unless all windows, doors, roof openings or hood are closed and locked and all ignitions keys or other removable ignition device and keys or devices needed to lock the **Vehicle** are removed from the **Vehicle**
- 2) any depreciation in the **Market Value** of the **Vehicle** after or because of repairs
- 3) loss of use of the **Vehicle**

- 4) wear and tear being a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, lack of maintenance or damage which happens gradually over a period of time
- 5) mechanical, electrical, electronic or computer breakdowns, failures or breakages except damage to electrical wiring, the Engine Control Unit and alternator caused by a short circuit
- 6) damage to tyres caused by braking, punctures, cuts or bursts
- 7) any costs for importing parts or **Accessories** or storage costs caused by any delays where parts or **Accessories** are not available from current stock within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands any costs over the amount shown in the manufacturer's latest price guide, plus reasonable fitting costs for any lost or damaged parts or **Accessories** if such parts or **Accessories** are not available
- 8) loss of or damage to the **Vehicle** resulting from deception by a purported purchaser or their agent.
- 9) loss of or damage to any **Vehicle** bearing a **Trade Plate** arising beyond the limits of a **Road** except
  - a. when during the course of a journey it is garaged elsewhere than in or on any premises which **You** own or occupy
  - b. the **Vehicle** being confiscated or destroyed by or under order of any government or public or local authority
- 10) loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- 11) loss of or damage to any radar or laser detection equipment.

## Section 3: Principals Reimbursement

### What is covered

In the event of any claim in respect of which **We** would indemnify **You** in the terms of Section 1 of this **Policy**, being brought or made against any Principal being any person, company firm or public or local authority with whom **You** have entered into a contract for work or services, **We** will indemnify the Principal against such claim and/or any costs and expenses in respect thereof provided always that **We** have the sole conduct of all claims.

### What is not covered

**We** will not be liable for:

- 1) claims arising out of any contract or agreement unless **You** would have been liable in the absence of such contract
- 2) bodily injury to the principal for any amount for which **You** would not be liable in the absence of an agreement
- 3) death or bodily injury to any person in the employment of the principal arising out of and in the course of that person's employment by the person claiming
- 4) damage to **Property** owned by or in the care of the principal for any sum exceeding the amount required to indemnify the principal
- 5) death, injury or damage resulting from the negligence of any person other than **You** or **Your** employees
- 6) any person who does not comply with the terms of this **Policy** as far as they can apply.

## Section 4: Unauthorised Movement

### What is covered

**We** will indemnify in the terms of section 1 of this **Policy** in respect of:

- a) an accident caused by or through or in connection with any motor vehicle not the **Property** of or hired under a hire purchase agreement to or leased under a vehicle leasing agreement or lent to **You** moved by a person in **Your** employment to facilitate the passage of the **Vehicle**
- b) for loss or damage to any motor vehicle which is being moved by a person in **Your** employ to facilitate the passage of the **Vehicle**.

### What is not covered

**We** will not be liable:

- 1) unless the person driving or the person in charge of the **Vehicle** as the **Driver** is in **Your** employment
- 2) for any person who does not comply with the terms of this **Policy** as far as they can apply.
- 3)



## Section 5: Contingent Liability

### What is covered

**We** will indemnify **You** and no other person in the terms of section 1 of this **Policy** whilst any motor vehicle not the **Property** of or provided by **You** is being used in connection with **Your** business by a person in **Your** employment.

### What is not covered

**We** will not be liable:

- 1) if there is any other insurance covering the same liability
- 2) for loss of or damage to such motor vehicle
- 3) in respect of any motor vehicle registered outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

## Section 6: Cross Liabilities

### What is covered

Where there is more than one party named as the policyholder in the **Schedule**, cover will operate for each one in the terms of section 1 of this **Policy** as if they are the only party covered under this **Policy**.

### What is not covered

**Our** total liability for all compensation payable shall not exceed any limit of liability within this **Policy** if **You** had comprised one party.

## Section 7: Trailers, Implements and Disabled Vehicles

### What is covered

**We** will provide cover in the terms of Section 1 and 2 of this **Policy** in respect of any **Trailer** or **Implement** as if it is the **Vehicle**, which is:

- a) Owned by **You**
- b) Hired to **You** under a hire purchase agreement
- c) Hired or borrowed on a temporary basis by **You**
- d) Used solely for agricultural or forestry purposes or for any other use as agreed by **Us**
- e) Specified in the **Schedule** declared to **Us** by identification mark or serial number when attached to or detached from the **Vehicle** (and not attached to another vehicle not insured by this **Policy**)
- f) Not specified in the **Schedule** and valued below the amount detailed in the **Schedule** whether attached or detached from the **Vehicle** (and not attached to any other vehicle not insured by this **Policy**)

The level of cover in respect of **Trailers** and **Implements** shall not exceed that of the towing **Vehicle**.

**We** will provide cover in the terms of Section 1 of this **Policy** in respect of any disabled mechanically propelled vehicle attached to the **Vehicle**.

## What is not covered

**We** will not be liable:

- 1) when **Your Trailer** or **Implement** is attached to any vehicle other than the insured **Vehicle**
- 2) if the **Vehicle** is towing a greater number of **Trailers** than is allowed by law
- 3) if the **Vehicle** is towing a disabled mechanically propelled vehicle for hire or reward
- 4) for loss or damage to any disabled mechanically propelled vehicle
- 5) for loss or damage to any **Property** being carried in or on any **Trailer** or **Implement** or disabled mechanically propelled vehicle
- 6) for death, injury or damage due to the use of any mobile plant **Trailer** as a tool of trade (other than a **Trailer** used for agricultural or forestry purposes) except as necessary to meet the requirements of any road traffic legislation
- 7) if any **Trailer** or **Implement** is not specified in the **Schedule** and valued above the amount detailed in the **Schedule** whether attached or detached from the **Vehicle**
- 8) if any **Trailer** or **Implement** is used or modified for **Passenger** carriage unless specified on the **Schedule**
- 9) if **Your Trailer** is a caravan, other than to indemnify **You** within the terms of section 1 of this **Policy** while the caravan is attached to the **Vehicle**.

## Section 8: Personal Accident

### What is covered

**We** will pay **You** or **Your Spouse** or if the **Insured** is a partnership or limited company, any partner of that partnership or director of the company, up to the amount shown in the **Schedule** following an accident which causes death or bodily injury involving the **Vehicle** which results in:

- a) death
- b) total and permanent loss of all sight in one or both eyes
- c) total loss of one or more limbs by being cut off at, or above the wrist or ankle.

### What is not covered

**We** will not be liable:

- 1) for death or injury caused by suicide or attempted suicide
- 2) for death or injury to any person convicted of driving whilst under the influence of drink or drugs at the time of the accident
- 3) for death of or injury to any person not wearing a seatbelt when they must by law
- 4) where the same cover exists on more than one motor **Policy** with **Us**, **We** will only pay under one **Policy**
- 5) for death or injury not reported to **Us** within 3 calendar months of the accident
- 6) for more than the amount shown in the **Schedule** in any one **Period of Insurance** for any one person.

## Section 9: Medical Expenses

### What is covered

**We** will pay if any persons in **Vehicle** are injured as a result of the **Vehicle** being involved in an accident, the medical expenses arising in connection with such accident up to the amount shown in the **Schedule** for each person injured.

## Section 10: Personal Belongings

### What is covered

**We** will pay **You**, or at **Your** request, the owner of the **Property**, if any personal belongings are lost or damaged by fire, theft, attempted theft or accident while in or on the **Vehicle** by paying in cash the amount of loss or damage up to the amount shown in the **Schedule** for any one occurrence.

The receipt of the owner of the **Property** shall be a full discharge of **Our** liability.

### What is not covered

**We** will not be liable for:

- 1) money, credit, debit or charge cards, stamps, cheques, tickets, documents or securities (such as share or bond certificates)
- 2) goods or samples carried for any trade or business
- 3) theft of any **Property** carried in an open top convertible insured **Vehicle** unless in a locked boot or locked compartment
- 4) loss of or damage to telephone or other communication equipment
- 5) loss of or damage to any radar or laser detection equipment.

## Section 11: Service or Repair

### What is covered

**We** will provide cover in the terms of section 1 of this **Policy** when the **Vehicle** is in the hands of a motor trader or agricultural engineer for service or repair. For the purposes of this section, the driving and use limitations noted in the **Certificate of Motor Insurance** do not apply.

## Section 12: Right of Recovery

### What is covered

**We** may need to make payments which are not insured by this **Policy** due to the law of any country where this **Policy** is valid. **You** are legally liable for these payments as owner, keeper, user or **Driver** of the **Vehicle** concerned.

**You** must reimburse **Us** the amounts that **We** must pay in these circumstances.

## Section 13: Territorial Limits and European Travel

### What is covered

In compliance with EU Directives **We** will provide as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles within the **Territorial Limits**.

In addition to this minimum cover, the **Policy** provides the cover shown in the **Schedule** in any country in the **Territorial Limits**, subject to:

- a) the **Vehicle** being normally garaged and used in Great Britain, Northern Ireland, the Isle of Man or the Channel Isles.
- b) use of the **Vehicle** for visits to countries outside Great Britain, Northern Ireland, the Isle of Man or the Channel Isles, being of a temporary nature, not exceeding in any one trip the number of days detailed in the **Schedule**.

Cover includes:

- a) transit between countries within the **Territorial Limits**
- b) reimbursement of any customs duty **You** may have to pay on the **Vehicle** after its temporary importation into any country within the **Territorial Limits**, subject to **Your** liability arising as a direct result of any loss of or damage to the **Vehicle** which is covered under section 1 of the **Policy**
- c) general average contributions, salvage and sue and labour charges whilst the **Vehicle** is being transported by sea between any countries within the **Territorial Limits** provided that loss of or damage to the **Vehicle** is covered under section 1 of the **Policy**.

### Customs Duty

**We** will pay any enforced payment of Customs Duty that arises as the direct result of any loss or damage covered by this **Policy**.

## Section 14: General Policy Exclusions

**We** shall not be liable in respect of:

### 1) Use and Driving

Any loss, death, injury or damage occurring or liability arising whilst the **Vehicle** is being:

- a) driven by or being in the charge of someone who is not described in the Certificate of Motor Insurance as entitled to drive
- b) driven, with **Your** permission by anyone who **You** know does not hold a **Licence** or is disqualified from driving. However, **We** will still give cover if the person used to hold a **Licence** and is allowed to hold one by law
- c) driven by someone who does not meet all of the conditions of their **Licence**
- d) used for a purpose that is not shown as covered by the **Certificate of Motor Insurance**.

However, this exclusion will not apply while the **Vehicle** is with a member of the motor trade for servicing or repair and exclusions, 1(b) and (c) will not apply in circumstances where a **Licence** is not required by law

Provided always that:

- a) the terms of the **Certificate of Motor Insurance** will otherwise apply
- b) in respect of the **Vehicle** other than any **Agricultural Vehicle** the person driving is of an age to hold a **Licence** to drive the **Vehicle** on a **Road**.
- c) the **Driver** meets the requirements of any relevant health and safety legislation.

### 2) War

Any consequence of war, invasion, act of foreign enemies, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion (assuming the proportions of or amount to an uprising), military or usurped power, except as necessary to meet the requirements of any road traffic legislation.

### 3) Rallies, Competitions or Motor Trial

Liability arising while any motor **Vehicle** insured by this **Policy** is used in a rally or competition or motor trial except as necessary to meet the requirements of any road traffic legislation.

### 4) Earthquake

Any consequence of earthquake anywhere other than in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. This exclusion shall not apply to section 1.

### 5) Radioactive Contamination

Loss or destruction of or damage to any **Property** whatsoever or any loss or expense whatsoever resulting or arising there from or any legal liability or any other loss of whatsoever nature directly or indirectly caused by or arising from:

- a) ionising radiations or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel
- b) the radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment

- c) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

6) Contractual Liability

Any liability for liquidated damages fines or penalties or any liability which attaches because of an agreement but which would not have attached in the absence of that agreement unless the conduct and control of claims is vested in **Us**.

7) Carriage of **Passengers**

Any loss, death, injury or damage if **You** receive any payment for allowing **Passengers** to travel in a **Vehicle** if:

- a) **You** are carrying the **Passengers** as part of a business of carrying **Passengers**
- b) **You** are making a profit from the payments **You** receive

except as necessary to meet the requirements of any road traffic legislation.

8) **Vehicle** Value Accumulation Limit

In respect of any **Vehicles** and/or any **Trailers** and/or any **Implements** the cover provided by this **Policy** in respect of any loss due to fire, theft or damage shall not exceed the amount shown in the **Schedule** for any one claim or series of claims relating to the same incident.

## Section 15: General Policy Conditions

### 1) Cash Settlements

If **We** decide to settle a claim for loss of or damage to the **Vehicle** in cash, **We** will pay it to the legal owner of the **Vehicle**.

**We** have the right if **We** agree to settle such a claim in cash to keep the damaged **Vehicle**.

**We** will delay any payment for 30 days to find out how likely it is to get the **Vehicle** back if it is stolen or missing.

If the **Vehicle** is leased or on contract hire, **We** may pay the leasing or contract hire company first. If **Our** estimate of the **Market Value** is more than the amount **You** owe the leasing or contract hire company, the amount **We** pay them will settle the claim. If **Our** estimate of the **Market Value** is less than the amount **You** owe, **You** may have to pay them the balance.

### 2) Claims

**You** must report all accidents, claims and civil or criminal proceedings to **Our** Claims Line as soon as practicably possible.

The Claims Line number is 02921 010 334.

If **You** receive any letter, claim, writ, summons or process, **You** should send this to **Us** as soon as practicably possible. **You** must also let **Us** know as soon as practicably possible if **You** or **Your** legal advisors know of any prosecution, inquest or fatal accident inquiry that might be covered under this **Policy**.

**You** or any other person who is claiming under this **Policy** must not make any admission, negotiate, offer, payment or promise of payment without **Our** written permission.

If **We** wish, **We** can take over and manage in **Your** name or the name of the person claiming the defence, prosecution or settlement of any claim for **Our** own benefit.

**We** have full discretion over managing proceedings and settling claims.

**You** or anyone else claiming must provide **Us** with any information that **We** request.

If **You** are registered for VAT, **You** must reduce **Your** loss as far as possible by recovering VAT on the cost of repairs and replacement goods to the extent allowed by law.

### 3) Compliance with **Policy** Terms

**Our** liability will be conditional on **You** complying and as appropriate any other person entitled to cover complying as though they were **You** with the terms of this **Policy** as far as they apply.

### 4) Contractual right of Renewal (Tacit)

**We** have the right which **We** may choose not to exercise to automatically renew this **Policy** each year. **We** may vary the terms and conditions of this **Policy** including the premium at renewal. **We** will let **You** know the details of any such changes in good time prior to expiry date. If **You** do not wish to renew the **Policy**, **You** or **Your Insurance Broker** must notify **Us** prior to the renewal date.

5) Contribution

If the damage or liability which is the subject of a claim under this **Policy** (except for any claim under section 8) is or would be but for the existence of this **Policy** be insured under any other insurance, **We** will only pay **Our** share of the claim.

Provided always that nothing in this **Policy** condition will impose on **Us** any liability from which **We** would be relieved under section 5 or under what is not covered of section 1 points 9 and 11.

This condition will not apply when the **Vehicle**:

- a) is the **Property** of or on hire or loan or leased to a person in **Your** employ
- b) has not been provided by **You**
- c) is being used in connection with **Your** business
- d) **We** have issued a **Certificate of Motor Insurance** to cover such vehicle.

6) Direct Right of Access

Third parties may contact **Us** directly in the event of accident, loss or damage as allowed under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances, **We** may deal with any claim, subject to the terms and conditions of the **Policy**.

7) Discharge of Liability

**We** may decide at any time to pay any limit of indemnity after deduction of any sum already paid or any lower amount for which any claim can be settled and then relinquished the conduct and control and be under no further liability in respect of the claim except for payment of costs and expenses incurred with **Our** written consent prior to the date of such payment.

8) Instalment Condition

Where reference is made in this **Policy** to the payment of premium this includes **You** having agreed to pay by instalments.

If **We** have agreed to accept the payment of the first premium or any subsequent premium by instalment:

- a) this **Policy** remains a contract for the **Period of Insurance** and the amount of the instalments are governed by the terms of the credit agreement
- b) if any instalment of premium is not received by **Us** on or before its due date all unpaid instalments of premium and any service fee shall immediately become payable. Should the full premium and service fee not be paid within 7 days of **Us** giving written notice by recorded delivery to **Your** last known address of non-payment of an instalment, this **Policy** shall be cancelled immediately on expiry of such notice. **We** will also send a copy of the written notice to **Your Insurance Broker**.

Following such a cancellation, **We** shall return to **You** the balance of any instalment already paid after deduction for the insurance cover to the date of the cancellation except that if:

- a) claim has been made under the **Policy** for which **We** have made payment, or which is still under consideration
- b) an incident has occurred which is likely to give rise to a claim but is yet to be reported to **Us**.

9) Practical Precautions



**You** must take all practical steps to safeguard the **Vehicle** and anything in or attached to it from loss or damage at all times. **You** must maintain the **Vehicle** in a roadworthy condition. **We** will be allowed free access to examine the **Vehicle** at any time.

#### 10) Fair Presentation of the Risk

- a) At inception and renewal of this **Policy** and also whenever changes are made to it at **Your** request **You** must:
- (i) disclose to **Us** all material facts in a clear and accessible manner; and
  - (ii) not misrepresent any material facts.
- b) If **You** do not comply with clause a) of this condition and the non-disclosure or misrepresentation by **You** is proven by **Us** to be deliberate or reckless **We** may:
- (i) avoid this Policy which means that **We** will treat it as if it had never existed and refuse all claims in which case **We** will not return the premium paid by **You**; and
  - (ii) recover from **You** any amount **We** have already paid for any claims including costs or expenses **We** have incurred.
- c) If **You** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this **Policy** may be affected in one or more of the following ways depending on what **We** would have done if **We** had known about the facts which **You** failed to disclose or misrepresented:
- (i) if **We** would not have provided **You** with any cover **We** will have the option to:
    - 1. avoid the Policy which means that **We** will treat it as if it had never existed and repay the premium paid; and
    - 2. recover from **You** any amount **We** have already paid for any claims including costs or expenses **We** have incurred
  - (ii) if **We** would have applied different terms to the cover **We** will have the option to treat this Policy as if those different terms apply. **We** may recover any payments made by **Us** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
  - (ii) if **We** would have charged **You** a higher premium for providing the cover **We** will charge **You** the additional premium which **You** must pay in full.
- d) Where this Policy provides cover for any person other than **You** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession **We** will not invoke the remedies which might otherwise have been available to **Us** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular Insured person other than **You**.

Provided always that if the person concerned or **You** acting on their behalf makes a careless misrepresentation of fact **We** may invoke the remedies available to **Us** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the Policy unaffected.

#### 11) Material Alteration

**You** must give Rural Insurance Group acting for Zurich Insurance Company Ltd immediate notice in writing via **Your Insurance Broker** of any change in circumstances or to the material facts previously disclosed by **You** to **Us** or stated as material facts by **Us** to **You** which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change **We** will be entitled to vary the premium and terms for the rest of the **Period of Insurance**. If the changes make the risk unacceptable to **Us** then **We** are under no obligation to agree to make them and may no longer be able to provide **You** with cover.

If **You** do not notify **Us** of any such change **We** may exercise one or more of the options described in clauses c) i), ii) and iii) of General **Policy** Condition 10 - Fair Presentation of the Risk but only with effect from the date of the change in circumstances or material facts.

12) Fraudulent Claims

If **You** make any claim which is fraudulent or intentionally exaggerated, or if **You** make any false declaration or statement in support thereof, **We** shall not provide an indemnity and the **Policy** shall be deemed to be terminated with effect from the date of the fraudulent act.

If the **Policy** is terminated under this condition **You** will have no cover under this **Policy** from the date of termination and not be entitled to any refund of premium.

13) Compulsory Insurance

**You** must repay **Us** any amounts which **We** are required by compulsory insurance legislation to pay out under this **Policy** to the extent that **We** would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this **Policy**.

14) Sanctions

Notwithstanding any other terms of this **Policy** **We** will be deemed not to provide cover nor will **We** make any payment or provide any service or benefit to **You** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **Yours** would violate any applicable trade or economic sanctions law or regulation.

## Section 16: No Claims Discount

If no claim has been made under the **Policy** during the **Period of Insurance**, a no claim discount will be applied at renewal.

If a claim is made during the **Period of Insurance** any no claim discount will be stepped back in accordance with **Our** scale below.

### No Claim Discount (NCD) Protection

Where indicated in the **Schedule**, the renewal premium will be reduced by the maximum discount allowed under **Our** scale of no claim discount provided that not more than two claims have been made during the last three consecutive years.

No claim discount protection is applicable to **Private Cars, Motorised horseboxes, Minibuses and Commercial Vehicles** only and is shown on the **Schedule**. A third claim in the **Period of Insurance** will have the same effect as though a first claim had occurred, and the no claim discount will be reduced accordingly from that point onwards.

### NCD Step Back Rules

NCD Years Last Renewal/Inception	1 Claim	2 Claims	3 Claims
0	0	0	0
1	0	0	0
2	0	0	0
3	1	0	0
4	2	0	0
5+	3	1	0

## Section 17: Courtesy Car Cover

### What is covered

**We** will provide **Policy** cover in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands for a car **We** give **You** temporarily after an accident. A courtesy car will be provided to **You** for the duration of the period during which **Your** car is being repaired by one of **Our** approved repairers following an accident or theft (subject to availability). This will be a Group A vehicle (e.g. a small hatchback), usually with a manual gearbox, and only available in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. If **Your** car is a total loss **You** will not be offered a courtesy car.

### What is not covered

This section will not apply when **Your** vehicle is not repaired by one of **Our** approved repairers.

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