



# FARM MOTOR

POLICY WORDING

40 years' experience looking after the farming community.

**Contents**

What to do if You have an accident or need to make a claim ..... 1

Broken windscreen, windows or sunroof ..... 1

Your Policy ..... 2

Policy Cover Index ..... 4

Definitions ..... 5

Section 1 – Loss or Damage ..... 8

Section 2 – New Vehicle Replacement ..... 10

Section 3 – Glass ..... 11

Section 4 – Liability to Third Parties ..... 12

Section 5 - Additional Covers ..... 14

Section 6 – No Claim Discount ..... 15

Section 7 – Cover in Europe ..... 16

Section 8 – Trailers ..... 17

Section 9 – Miscellaneous ..... 18

Section 10 - General Exclusions ..... 19

Section 11 - General Conditions ..... 20

Complaints Procedure ..... 22

Fair Processing Notice ..... 23

Changes to Your Policy ..... 25

## What to do if You have an accident or need to make a claim

for the purposes of What to do if You Have an Accident 'we, our, us' shall refer to AIUA.

In the event of any occurrence which may give rise to a claim, please contact **us** during working hours on **0344 346 0411**.

In case of a claim's emergency outside usual office hours, please contact **our** nominated loss adjusters on **0330 123 0288**.

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:
  - o Full details of the other drivers including their phone numbers and the registration numbers of all vehicles involved
  - o Injuries caused
  - o Property damage
  - o Witnesses (if there are any)
  - o Police officers and report references
  - o Full details of the circumstances
  - o 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 please contact one of our **approved repairers**.

Auto Windscreens: **0800 919 700**

National Windscreens: **0800 622 122**

Autoglass: **0800 363 636**

**You** will need to show **your certificate of motor insurance** to the supplier and only pay the windscreen **excess** shown in the **policy** (and VAT if you are registered) at the time the glass is replaced (repairs are not subject to an **excess**). The remaining balance will be submitted to the **insurers** for payment.

Please check that **your policy schedule** to make sure **your vehicle** has comprehensive cover to ensure that **you** have windscreen cover before attempting to make a claim.

# Your Policy

## 1. 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 conditions 8, 12 and 16 under section 11). 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 **policy 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 may be recorded and monitored for training and quality purposes.

## 2. The Insurer

In accordance with the authorisation granted to AIUA to act as agent to the insurers 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.

AIUA 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.

The details of the Insurers and the Regulator are:

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

### **3. 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.

### **4. Use of Language**

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

A handwritten signature in black ink that reads "Ian Barclay". The signature is written in a cursive style with a large initial 'I' and a decorative flourish at the end.

Ian Barclay  
Managing Director  
AIUA

## Policy Cover Index

Section Number	Section	Cover		
		Comprehensive	Third Party, Fire and Theft	Third Party Only
1	Loss or Damage	Yes	Only in respect of loss or damage by fire, self-ignition, lightning, explosion, theft or attempted theft	No
2	New Vehicle Replacement	Yes	Only in respect of loss or damage by fire, self-ignition, lightning, explosion, theft or attempted theft	No
3	Glass	Yes	No	No
4	Liability to Third Parties	Yes	Yes	Yes
5	Additional Covers	Yes	Only in respect of loss or damage by fire, self-ignition, lightning, explosion, theft or attempted theft	No
6	No Claim Discount	Yes	Yes	Yes
7	Cover in Europe	Yes	Yes	Yes
8	Trailers	Yes	Where cover is in effect, only in respect of loss or damage by fire, self-ignition, lightning, explosion, theft or attempted theft	No
9	Miscellaneous	Yes	Yes	Yes

### Permitted Use

We will cover **your vehicle** while it is used for its permitted use.

The permitted use is defined in your **certificate of motor insurance**.

If a **certificate of motor insurance** has not been issued then the use will be described by **endorsement** on **your policy**.

## Definitions

Wherever the following words or phrases occur in bold, they will have the same meaning as described below.

### Accessory / 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.

### Agricultural Contracting

When **you** are carrying out agricultural activities on behalf of another person or organisation.

### Agricultural Vehicle

Any self-propelled motor **vehicle** which appears in the **policy schedule** under the agricultural vehicle section.

### Approved Repairer (Glass)

Any third-party service provider with whom **we** have an agreement.

### 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 **policy schedule** under the commercial vehicle section.

### Damage

Damage caused by accidental means or malicious acts.

### Dangerous 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.

### De jure or de facto

In law or as a matter of fact.

### Endorsement(s)

Additional or alternative wordings which change the terms of **your policy**. Those **endorsements** which apply are shown in **your policy schedule**.

### Excess

The amount of a claim that **you** must pay. **You** should note that if more than one of the **vehicles** or **trailers** is involved in the same accident or loss, any excess which is applicable will be applied to each of the **vehicles** or **trailers** as though separately insured. However, if a **trailer** is attached to a **vehicle** and in use, then only the highest of the two excesses will apply.

### Foreign Object

A stone, piece of timber, metal, or similar object, not forming part of **your vehicle** or **trailer**.

### Green Card

A document required in certain countries to provide proof that **you** have the minimum insurance cover required by law to drive in that country.

### Gross Vehicle Weight (GVW)

The maximum carrying capacity of a **commercial vehicle**, added to the unladen weight often defined as the plated weight of the vehicle.

In respect of articulated vehicles, the gross train weight.

### Hazardous Locations

- a) Power Stations.
- b) Nuclear Installations or establishments.
- c) Refineries, bulk storage, or production premises in the Oil, Gas or Chemical Industries.
- d) Bulk storage or production premises in the Explosive, Ammunition or Pyrotechnic Industries.
- e) Ministry of Defence premises.
- f) Military Bases.

### Insurance Broker

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



### **Market Value**

The cost of replacing the **vehicle** or **trailer** 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 10 and 16 (including the driver) passenger seats which appears in the **policy schedule** under the commercial vehicle section.

### **No Claim Discount (NCD)**

An annual accruing discount dependent upon claims made in the **period of insurance**, subject to a maximum limit as set out in this **policy** wording.

### **Novice Driver**

A driver who holds a provisional licence or has passed their driving test within the last 12 months.

### **Period of Insurance**

The period of time covered by this **policy** as shown in the **policy schedule** and any further period for which **we** agree to insure **you**.

### **Policy**

The documents consisting of this policy wording, statement of fact, **policy schedule** and **certificate(s) of motor insurance**.

### **Policy 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 **excess** or **endorsements**.

### **Policyholder/You/Your**

The person or persons or company named as the insured/policyholder in **your policy** documents.

### **Pollution**

All pollution or contamination of buildings or other structures or of water or land or the atmosphere arising from actual, alleged or threatened release, discharge, escape or dispersal of any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed).

### **Principal**

Any person who employs **you** to act in their place and on their behalf.

### **Private Motor Vehicle**

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 **policy schedule** under the private motor vehicle section.

### **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**.

### **Protected No Claims Discount**

An extra insurance for **your no claims discount** following a successful qualification period as described in **your policy** and upon payment of the appropriate additional premium.

### **Spouse**

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

### **Statement of Fact**

The document which details the information provided by **you** as being relevant to the cover which **you** have requested.

### **Territorial Limits**

- (a) Great Britain, Northern Ireland, the Isle of Man and the Channel Isles
- (b) any member country of the European Union
- (c) any 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.

## **The Insurer/Insurers/Us/We/Our**

Zurich Insurance Company Ltd

## **Trailer**

Any trailer or agricultural or forestry implement which is designed and properly constructed to be

- a) towed by a **vehicle**; or
- b) attached to a **vehicle**

Excluding

- Caravans.
- Trailer Tents.
- Fuel Bowsers not used for the carriage of diesel.
- Diesel Fuel Bowsers with a carrying capacity of more than 3000 litres.
- Passenger Carrying Trailers.

Unless specified on the **policy schedule**.

## **Vehicle**

Any **vehicle** including its **accessories** described in the **policy schedule** or any other **vehicle** for which details have been supplied to **us** and a **certificate of motor insurance** has been delivered to **you** and remains effective.

## Section 1 – Loss or Damage

If **your vehicle** is lost, stolen or damaged, **we** may, at **our** option, either

- a) Pay for **your vehicle** to be repaired; or
- b) Replace **your vehicle**; or
- c) Pay in cash the amount of the loss or **damage**.

If any payment is made under this section on the basis of actual or constructive total loss of the **vehicle**, then **we** will become entitled to possession and ownership of the **vehicle** or its remains.

### Amount Payable

The maximum amount **we** will pay will be

- a) The market value of your **vehicle**  
or
- b) **Your** estimate of value if shown on **your policy schedule** if **your vehicle**
  - i) Is not a **private motor vehicle** or **commercial vehicle**  
or
  - ii) Is a **private motor vehicle** or **commercial vehicle** and the value shown is greater than £100,000  
whichever is the lesser.

If **your vehicle** is under a lease agreement the most **we** will pay is the written down value or the **market value**, whichever is the lesser.

**We** will also pay the cost of removal of **your vehicle** to the nearest competent repairer and redelivery to **your** last known address but not exceeding the reasonable cost of transporting it to **your** address in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

### Audio Equipment

In respect of any loss of or **damage** to any audio visual communication or guidance equipment, **we** will pay subject to deduction of the **excess** for any one claim whilst:

- a) It is attached to the **vehicle**, or
- b) It is away from the **vehicle**, provided such equipment
  - i) Has been designed to be removable or partly removable.
  - ii) Cannot function independently of the **vehicle**.
  - iii) Has been temporarily removed for purposes of security or maintenance.

### Hiring or other Agreements

If **we** know that **your vehicle** is hired, leased or loaned to **you** under a hire purchase agreement, **vehicle** leasing agreement or other agreement **we** will pay the **owner** requiring payment under the terms of the agreement and any remainder paid to **you**. Receipt of payment will be a full and final discharge of any claim under this section.

### Replacement Locks

If the **vehicle** keys or lock transmitter of **your vehicle** is lost or stolen, **we** will pay for the cost of

- a) Replacing the door locks and boot lock.
- b) Replacing the ignition/steering lock.
- c) Replacing the lock transmitter and central locking interface.
- d) Re-coding or, if necessary, replacing the alarm system installed in **your vehicle**.

**Your no claim discount** will not be disallowed solely as a result of a claim under this heading.

### Internal damage (Agricultural vehicles only)

**We** will pay for **damage** by a **foreign object** to the internal workings if **your vehicle** is an **agricultural vehicle**.

### Exclusions to Section 1

**We** will not pay for

- 1) The first part of any claim (other than glass) as indicated below, if **your vehicle** is lost, stolen or damaged.
  - a) In respect of any **private motor vehicles** and **commercial vehicles**
    - i) The **excess** shown in the **policy schedule**.
    - ii) Young/**novice driver excesses** in respect of damage to **your vehicle**

a) A driver aged 20 or under:	£300
b) A driver aged 21 to 24:	£200
c) A <b>novice driver</b> aged 25 or over:	£200

Important note to Exclusion 1) a) ii) and 1) b)  
These **excesses** shall be in addition to any other **excess** applicable to the **policy**.
    - b) In respect of **agricultural vehicles**
      - i) The **excess** shown in the **policy schedule**.
      - ii) In respect of **damage** to **your vehicle** £300 or the **damage excess** shown in the **policy schedule**, whichever is the higher, if **you** were contracting at the time of loss or **damage**.
      - iii) £250 or the **damage excess** shown in the **policy schedule**, whichever is the higher, in respect of all-terrain vehicles/quad bikes, of any theft related claim.
  - 2) Loss or **damage** arising from theft, whilst the **vehicle** is unattended at the time of the loss and the ignition keys have been left in or on the **vehicle**.
  - 3) Loss of use.
  - 4) Any wear, tear or general maintenance.
  - 5) Loss or **damage** caused by mechanical, electrical, electronic or computer breakdowns, breakages or failures.
  - 6) **Damage** to tyres caused by
    - i) Braking or by punctures.
    - ii) Cuts or bursts.
    - iii) Valve or seal failure.
  - 7) Loss or **damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
  - 8) Loss of value following repair.

- 9) Loss of value as a result of depreciation.
- 10) Loss or **damage to your vehicle** arising from any transaction or proposed sale or by any act of deception.
- 11) Loss or **damage** caused by any government, public or local authority, legally removing, keeping or destroying **your vehicle**.
- 12) Exclusions to Section 1 - Replacement Locks

**We will not pay for**

- i) The cost of replacing any other security devices used in connection with **your vehicle**.
- ii) Any amount exceeding £1,000.
- iii) The first £100 of each and every claim.

- 13) Exclusions to Section 1 – Internal **damage**

**We will not pay for damage** caused by matter which the machinery is designed to process.

- 14) Exclusions to Section 1 – Audio Equipment

**We will not pay**

- i) More than £500 after deduction of the **excess** if the equipment was not fitted as a standard accessory to the **vehicle** at the time of its manufacture
- ii) Any **excess** shown in the **policy schedule**.

## Section 2 – New Vehicle Replacement

If the **vehicle**, is

- a) Subject to theft and not recovered; or
- b) **Damaged** so that repairs will cost more than 50% 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

**We** will choose whether to:

- a) Replace the **vehicle** with a new vehicle of the same make and specification
- b) Pay in cash for the cost of the loss or **damage** to the **vehicle**.

Provided that

- a) **Your vehicle** is a UK specification model and is less than one year old from the date of first registration as new
- b) **Your vehicle** is owned by **you** or was purchased by **you** or **your spouse** under a hire purchase agreement (any **vehicle** the subject of any type of leasing or contract hire agreement is not eligible for replacement).
- c) Any other interested party known to **the insurer** consents.
- d) **You** or **your spouse** is the first registered **owner** of **your vehicle**.
- e) Such a replacement is available.

Limitations to Cover

For **agricultural vehicles**, the total payment will be limited to a maximum of £5,000 above the **market value** or **your** estimate of value if shown on **your policy schedule** (whichever is less) immediately prior to such loss or **damage**.

## Section 3 – Glass

**You** are covered for loss or **damage** to the windscreen, sunroof or windows of **your vehicle**.

The **excess** is not payable if the glass is repaired rather than replaced.

If **you** are only claiming for loss of or **damage** to the glass in **your vehicle's** windscreen, sunroof or windows, or for any scratching of the bodywork arising solely from the breakage of glass, any **no claim discount** accrued shall not be reduced.

### Exclusions to Section 3

**We** will not pay

1) In respect of **agricultural vehicles**

i) The first £100 of any claim.

2) In respect of **private motor vehicles** and **commercial vehicles**

i) The first £50 of any claim provided an **approved repairer** is used.

ii) The first £100 of any claim if another repairer is used.

The glass **excess** is independent of all other **excesses** on the **policy**.

## Section 4 – Liability to Third Parties

### Your Liability

**We** will cover **you** in respect of all sums which **you** may be required to pay by law, and all other costs and expenses incurred with **our** written consent arising from

- 1) Death or injury to third parties for an unlimited amount.
  - 2) a) **Damage** to third party property up to a limit of £20,000,000 if **your vehicle** is a **private motor vehicle**, but restricted to £5,000,000 for all other **vehicles** in respect of any one claim or number of claims arising out of one cause.
    - b) The amount payable under paragraph 2) a) above, for **damage** to property, is limited to £1,200,000 while **your vehicle** is
      - i) Carrying any **dangerous goods**.
      - ii) Being used or driven at any **hazardous location** other than in any area designated for access or parking by the general public.
- This cover only operates where such death, injury or **damage** arises out of an accident caused by, or in connection with
- a) **Your vehicle**, including its loading and unloading; or
  - b) Any **trailer** whilst it is being towed by **your vehicle**.

### Liability of Other Persons Driving or Using Your Vehicle

On the same basis as above, **we** will insure the following persons

- a) Any person **you** give permission to drive **your vehicle** provided that **your certificate of motor insurance** allows that person to drive.
- b) Any person **you** give permission to use (but not drive) **your vehicle**, but only whilst using it for social, domestic and pleasure purposes, provided social domestic and pleasure use is included within the **certificate of motor insurance**.
- c) Any passenger travelling in or getting into or out of **your vehicle**.

### Indemnity to Legal Personal Representatives

In the event of the death of anyone who is insured under this section, **we** will protect his/her legal personal representatives against any liability of the deceased person if that liability is insured under this section.

### Legal Costs

If **we** first agree in writing, **we** will pay

- a) Solicitors' fees if anyone **we** insure under this section is represented at a coroner's inquest or fatal accident inquiry or is defending any proceedings in a court of summary jurisdiction.
- b) For legal services to defend anyone **we** cover under this section in the event of proceedings being taken for manslaughter or causing death by dangerous or careless driving.

**We** will only pay these legal costs if they relate to an incident which is covered under this section.

The most **we** will pay is £5,000,000 in any one **period of insurance**.

### Application of Limits of Indemnity

In the event of any accident involving payments by **us** to more than one person insured under this section, any limitation by the terms of this **policy** or any **endorsement** on it relating to the maximum amount payable shall apply to the aggregate amount of payments to all such persons and **your** liability shall be settled in priority.

### Indemnity to Owner (Leasing or Hiring Agreements)

If to **our** knowledge **your vehicle** is the subject of a hiring or leasing contract between **you** and the **owner** of **your vehicle**, **we** will insure **you** under this section in the event of an accident occurring while **your vehicle** is let on hire or leased under this agreement provided that

- a) **Your vehicle** is not being driven by the **owner**.
- b) **Your vehicle** is not being driven by a person employed by the **owner**.
- c) **Your vehicle** is in the charge of, but not being driven by the **owner** or any person employed by the **owner**.
- d) The **owner** cannot claim under another **policy**.
- e) The **owner** observes all the terms, conditions and exclusions of this **policy** as so far as they apply.

### Contingent Liability

**We** will indemnify **you**, while any vehicle not belonging to **you** and not provided to **you** is being used in connection with **your** business provided that **we** will not be liable

- a) If there is any other existing insurance covering the same liability.
- b) For loss or **damage** to such vehicle or property being carried in or on it.

### Cross Liabilities

Where there is more than one insured person named in the **policy schedule** cover will operate for each one as if he is the only insured person covered by the **policy**.

### Emergency Treatment

**We** will reimburse any person using **your vehicle** for payments made under any road traffic legislation for emergency treatment.

A payment made under this heading will not prejudice **your no claim discount**.

### Indemnity to Principal

Where **your vehicle** is being used in connection with contract work on behalf of a **principal**, **we** will insure the **principal** against any legal liability arising from such use provided that

- a) **You** would have been able to claim under the **policy** had the claim been made against **you**.

b) **You** have arranged with the **principal** for the conduct and control by **us** of all claims for which **we** may be liable under this section.

#### **Exclusions to Section 4**

**We** will not be liable

- 1) For death or injury to any employee of the person insured, which arises out of or in the course of such employment, except where such liability is required to be covered by any road traffic legislation.
- 2) For any loss, **damage**, injury or death, directly caused by, contributed to, or arising from **your vehicle**, 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 on the ground.
  - ii) Aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars except as is required by any road traffic legislation.
- 3) For loss, **damage**, injury or death caused by or arising from the loading or unloading of **your vehicle** beyond the limits of any carriageway or thoroughfare by any person other than the driver or attendant of **your vehicle**.
- 4) For loss of or **damage** to property belonging to or in the care of **you** or anyone making a claim under this section.
- 5) For loss of or **damage** to property being conveyed by **your vehicle**.
- 6) For loss of or **damage** to any **vehicle** where cover is provided under this section.
- 7) For any loss, **damage**, injury or death arising out of any incident directly or indirectly caused by, or attributable to, any material applied or intended for application to land or anything growing on the land except where such liability is required to be covered by any road traffic legislation.
- 8) For any loss, **damage**, injury or death directly or indirectly caused by **pollution** or contamination 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** except where such liability is required to be covered by any road traffic legislation.
- 9) For liability arising out of the operation as a tool of **your vehicle** or of any attached plant or **trailer** except so far as is necessary to meet the requirements of any road traffic legislation.
- 10) In respect of liability for **damage** to any premises including fixtures and fittings attaching solely as occupier, where the **damage** is insured elsewhere.

#### **Exclusions to Section 4 - Indemnity to Principal**

**We** will not be liable

- a) For death or injury to any person employed by the **principal** arising out of or in the course of his employment.
- b) For any amount payable by the **principal** under an agreement which would not have been payable in the absence of such an agreement.

c) For any injury to the **principal**, any amount **you** would not have to pay but for the existence of such an agreement.

d) For any loss of or **damage** to property belonging to or held in trust by, or in the custody or under the control of the **principal**, for any sum which exceeds the amount required to indemnify the **principal**.

e) For any liquidated damages or damages incurred under penalty endorsements.



## Section 5 - Additional Covers

### Accidents to Insured and Spouse

If

- a) **You**; or
- b) **your** spouse; or
- c) Any partner or director of the **policyholder** suffer accidental death or bodily injury as a result of an accident involving **your vehicle**, **we** will pay the following amounts
  - a) Death: £5,000.
  - b) Irrecoverable loss of sight in one or both eyes: £5,000.
  - c) Loss of any limb: £5,000.

**We** will make the payment to **you** or **your** legal representative, provided that within 3 months of the accident the injury is the sole cause of one of the above.

The most **we** will pay to any one person during any one **period of insurance** is £10,000.

### Rugs, Clothing and Personal Effects

**We** will pay **you** (or, at **your** request, the **owner**) for loss or **damage** to rugs, clothing or personal effects caused by fire, theft or accidental means whilst they are in or on **your vehicle**.

The maximum amount payable for any one incident is £500.

### Medical Expenses

If **you** or any other occupant of **your vehicle** is injured as a direct result of **your vehicle** being involved in an accident, **we** will pay for the medical expenses in connection with such injury up to the sum of £500 in respect of each person injured.

### Portable Communication and Navigation Equipment

**We** will pay **you** for loss or **damage** to portable navigation or communication equipment used for agricultural purposes whilst:

- i) in or on **your vehicle**.
- ii) detached from **your vehicle** and stored in a secure building so that the item cannot be removed without resorting to forcible or violent means.
- iii) In **your** custody and control whilst in transit specifically for the purposes of secure storage.

The maximum amount payable under this extension is £15,000 per item.

### Exclusions to Section 5 – Accidents to Insured and Spouse

The cover does not apply

- a) If **you** or **your spouse** have any other insurance with **us** **we** will only pay out under one **policy**.
- b) If your **vehicle** is an agricultural vehicle.
- c) Unless the **policyholder** is an individual.
- d) In respect of death or bodily injury as a result of suicide or attempted suicide.

e) If anyone is 70 years of age or older at the time of the accident.

### Exclusions to Section 5 - Rugs, Clothing and Personal Effects

**We** will not pay for

- a) Money, stamps, tickets, documents or securities.
- b) Goods or samples carried in connection with any trade or business.
- c) Any personal effects if **your vehicle** is
  - i) An open convertible vehicle unless secured in a locked compartment.
  - ii) Unlocked.
  - iii) A motor caravan.
  - iv) Attached to a touring caravan or trailer tent from where the effects were stolen.
  - v) An **agricultural vehicle**.

### Exclusions to Section 5 - Medical Expenses

The cover does not apply

- a) If **your vehicle** is a **commercial vehicle** exceeding 3.5 tonne **GVW**.
- b) If your **vehicle** is an **agricultural vehicle**

### Exclusions to Section 5 - Portable Communication and Navigation Equipment

The cover does not apply if **your vehicle** is not an **agricultural vehicle** unless agreed by **the insurer** and shown in the **policy schedule**.

**We** will not pay for the first £100 of any loss or **damage** where there is not a claim also being made under Section 1 – Loss or Damage.

## Section 6 – No Claim Discount

### A) No Claim Discount

This section is only applicable to **private motor vehicles** and **commercial vehicles**.

If no incident occurs during the **period of insurance** which results in a claim, **we** will increase **your no claim discount** when **you** renew **your policy** in line with **our** normal scale.

#### No Claim Discount Scale

Private motor vehicles & Commercial vehicles	
6 or More Years	
5 Years	
4 Years	
3 Years	
2 Years	
1 Year	
NCD at Policy Start Date or Previous Renewal	NCD Following a Claim Free Year
6 or More Years	6 or More Years
5 Years	6 Years
4 Years	5 Years
3 Years	4 Years
2 Years	3 Years
1 Year	2 Years
Nil	1 Year

The **no claim discount** will be reduced each year as shown below if an incident occurs during the **period of insurance** which results in a claim:

NCD at Policy Start Date or Previous Renewal	NCD Following a Claim		
	One Claim	Two Claims	Three or More Claims
6 or More Years	4 Years	2 Years	Nil
5 Years	3 Years	1 Year	Nil
4 Years	2 Years	Nil	Nil
3 Years	1 Year	Nil	Nil
2 Years	Nil	Nil	Nil
1 Year	Nil	Nil	Nil
Nil	Nil	Nil	Nil

### B) No Claim Discount Protection

If **no claim discount protection** has been selected, then the **no claim discount** will remain at 4 or more years following up to two claims in three consecutive **periods of insurance**.

The **no claim discount** will be reduced as shown below following three or more claims in three consecutive **periods of insurance**.

Protected NCD at Policy Start Date or Previous Renewal	NCD Following a Claim or Claims		
	Three Claims	Four Claims	More than Four Claims
6 or More Years	4 Years	2 Year	Nil
5 Years	3 Years	1 Year	Nil
4 Years	2 Years	Nil	Nil

While **we** may review the **policy** cover and premium following a claim this will not affect the **no claim discount** unless there have been three or more claims in three consecutive **periods of insurance**.

Payments for the following will not affect A) **No claim discount** or B) **No claim discount protection**.

Payments under

a) Section 3 – Glass

In respect of loss or **damage** to the windscreen or windows where this is the only **damage** to the insured **vehicle** other than scratching of bodywork resulting from the breakage.

b) Section 1 – Loss or Damage – Replacement Locks.

c) Section 4 – Liability to Third Parties – Contingent Liability.

d) Section 5 – Additional Covers - Medical Expenses.

#### Conditions to Section 6

- 1) **No claim discount** and **no claim discount protection** will apply separately to each **vehicle**.
- 2) **No claim discount** cannot be transferred to anyone else without **our** written agreement.
- 3) Any additional unearned **no claim discount** will be reduced in the event of a claim.

## Section 7 – Cover in Europe

### Minimum Compulsory Motor Insurance

In compliance with European Union directives this **policy**, provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles within the **territorial limits**.

The level of cover provided will be the minimum required to comply with the laws on the compulsory insurance of motor vehicles of the country in which the accident occurs. Where the level of cover in any European Union Member State is less than that provided by the legal minimum requirements of Great Britain, the level of cover applicable to Great Britain will apply in that Member State.

### Extended Cover While Abroad

In addition to the minimum cover above, the **policy** provides the cover shown in the **policy schedule** in any country in the **territorial limits**, subject to

- a) **Your vehicle** being normally kept in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- b) Use of **your vehicle** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man being of a temporary nature, not exceeding three months in any one trip.

### Journeys Within the Territorial Limits

**Your certificate of motor insurance** is sufficient evidence of cover within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### Journeys Outside the Territorial Limits

There is no cover for countries outside the **territorial limits**. **We** may, however, be prepared to extend cover to additional countries on request, in which case **we** will provide **you** with a **green card** and an additional premium, for which payment will be required.

### Additional Covers

Where **your vehicle** is being used within the **territorial limits**, or in any country for which a **green card** has been issued, cover includes

- a) Transit of **your vehicle** including loading and unloading by rail or water within or between countries, provided this transit is by a commercial carrier and is not a longer duration than 65 hours in normal conditions.
- b) Reimbursement of any customs duty **you** incur after temporarily importing **your vehicle** into any country within the **territorial limits**, subject to **your** liability arising as a direct result of a claim covered under this **policy**.
- c) General average contributions, salvage charges and sue and labour charges whilst **your vehicle** is being transported by water between any such countries, provided that **your vehicle** is covered for loss or **damage** under this **policy**.

### Exclusions to Section 7

The cover under this section will not apply

- a) If **your vehicle** is a **commercial vehicle** exceeding 3.5 tonne **GVW**.
- b) If your **vehicle** is an agricultural vehicle.  
Except
  - i) Within the Republic of Ireland.
  - ii) To meet **our** requirements to provide the minimum compulsory motor insurance in European Union Member States and supplementary agreement countries.

## Section 8 – Trailers

**We** will cover any **trailer**, as if it is covered under Section 1 – Loss or Damage, which is

- 1) Owned by **you**; or
- 2) Hired to **you** under a hire purchase agreement; or
- 3) Hired or borrowed on a temporary basis by **you**; and
- 4) Used solely for agricultural or forestry purposes or for any other use as agreed by **the insurers**.

In respect of any **trailer** not specified in **your policy schedule** the cover will not exceed that of the towing **vehicle**.

### Internal Damage (Agricultural Trailers Only)

**We** will pay for **damage** by a **foreign object** to the internal workings of **your trailer** whilst attached to **your agricultural vehicle**.

### Amount Payable

The maximum amount **we** will pay will be

#### a) Unspecified Trailers

- i) The market value of your trailer; or
- ii) £10,000 for any horsebox **trailer**; or
- iii) £100,000 for any other **trailer** whichever is the lesser.

#### b) Specified Trailers

- i) The market value of your trailer; or
- ii) **Your** estimate of value if shown on **your policy schedule**

whichever is the lesser.

### Conditions

The cover provided by this section in respect of unspecified **trailers** will only be operative if all **agricultural vehicles** are insured on a comprehensive basis.

### Exclusions to Section 8

**We** will not pay

- 1) For loss or **damage** if any **trailer** is being towed otherwise than in accordance with the law.
- 2) For loss or **damage** to property being carried in or on any **trailer**.
- 3) For loss or **damage** to any fixtures, fittings or utensils carried in or on any **trailer**.
- 4) a) For liability arising while the **trailer** is attached to a towing vehicle not covered by this **policy**.  
b) For loss or **damage** to the **trailer** while the **trailer** is attached to a vehicle not covered by this **policy** unless
  - i) The vehicle is owned by or in the custody or control of the **policyholder**; or
  - ii) At the time of the occurrence of any loss or **damage** there is no other existing insurance covering the **trailer** and the **trailer** is specified on **your policy schedule**.
- 5) For loss or **damage** to **trailers** used or modified for passenger carriage unless specified on **your policy schedule**.

- 6) For loss of use.
  - 7) For any wear, tear or general maintenance.
  - 8) For loss or **damage** caused by mechanical, electrical, electronic or computer breakdowns, breakages or failures.
  - 9) For **damage** sustained as a result of frost or freezing temperatures, unless reasonable precautions are shown to have been taken.
  - 10) For **damage** to tyres caused by
    - i) Braking or by punctures.
    - ii) Cuts or bursts.
    - iii) Valve or seal failure.
  - 11) For loss or **damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
  - 12) For loss of value following repair.
  - 13) For loss of value as a result of depreciation.
  - 14) The first
    - a) £150 or the **excess** shown in the **policy schedule**, whichever is higher.
    - b) £300 or **the excess** shown in the **policy schedule**, whichever is higher, in respect of any claim if **you** were contracting at the time of the loss or **damage**.
- These **excesses** apply
- i) In addition to any **excess** specified in **your policy schedule**.
  - ii) Only when liability has not been admitted under Section 1 – Loss or Damage.
- 15) For internal **damage** caused by matter which the machinery is designed to process.
  - 16) For loss or **damage** caused by any government, public or local authority, legally removing, keeping or destroying **your trailer**.

## Section 9 – Miscellaneous

### Servicing and Repair

We will provide cover for **your vehicle** whilst in the custody of a motor trader or agricultural contractor for the purposes of repair, service or maintenance. For the purposes of this **policy** we shall assume the motor trader has taken the position of **you**, provided he holds the appropriate licence to drive **your vehicle**.

### Parking

We will provide cover for **your vehicle** whilst being parked by a third party at a hotel or restaurant. For the purposes of this **policy** we shall assume the third party has taken the position of **you**, provided that person has **your** permission to drive **your vehicle** and holds the appropriate licence.

### Car Sharing

Where **you** share **your vehicle** for social or similar purposes including travelling to work or transporting children to school, **we** will deem cover to be operative provided

- a) **You** transport no more persons than the legal carrying capacity of **your vehicle**, and in any event nine including the driver in total.
- b) Passengers are not being carried for the business of carrying passengers.
- c) **You** receive a contribution towards costs, not involving profit-making of any sort.

### Towing Disabled Vehicles

We will provide cover as defined in **your policy schedule** whilst **your vehicle** is towing a disabled mechanically propelled vehicle, provided that

- a) Such vehicle is not towed for reward.
- b) Such vehicle is being towed in accordance with the law.
- c) No liability is accepted for loss of or **damage** to the vehicle being towed, or property thereon or therein.

### Unlicensed Drivers

We will indemnify any person driving or in charge of an **agricultural vehicle** with **your** permission who does not hold an appropriate licence where the law does not require a licence.

### Unauthorised Movement of Third Party Vehicles

The cover provided by Sections 1 and 4 of this **policy** is extended to include the unauthorised movement of any vehicle not owned by **you**, hired under a hire purchase agreement to **you**, leased under a vehicle leasing agreement to **you**, or lent to **you** and causing an obstruction or otherwise preventing the operation of **your** business.

### Driving Other Cars (Private Motor Vehicle Only)

Provided **your certificate of motor insurance** is so extended, **we** will indemnify **you**, as an individual, while driving a **private motor vehicle** not belonging to **you** nor hired under any leasing or hire purchase agreement to **you**.

### Exclusions to Section 9 - Parking

Cover will not apply

- a) If **your vehicle** is a **commercial vehicle** exceeding 3.5 tonne **GVW**.
- b) If your **vehicle** is an agricultural vehicle.

### Exclusions to Section 9 - Car Sharing

Cover will not apply

- a) If **your vehicle** is a **commercial vehicle** exceeding 3.5 tonne **GVW**.
- b) If your **vehicle** is an agricultural vehicle.

### Exclusions to Section 9 - Unauthorised Movement of Third Party Vehicles

Cover will not apply in respect of any vehicle being moved by anyone other than

- a) **You**.
- b) **your** spouse.
- c) A person employed by **you**.

### Exclusions to Section 9 - Driving Other Cars (Private Motor Vehicle Only)

Cover will not apply

- a) In respect of loss of or **damage** to the vehicle being driven.
- b) Where indemnity is provided under any other **policy**.

## Section 10 - General Exclusions

Your policy does not cover the following

### 1) Use and Driving

Death, injury, loss or **damage** occurring or liability arising while **your vehicle** is being

- a) Used with the consent of **you** or **your** representative otherwise than in accordance with the limitations as to use in the **certificate of motor insurance**.
- b) Driven by **you** unless **you** hold a licence to drive the **vehicle** or have held and are not disqualified from holding or obtaining such a licence.
- c) Driven with the consent of **you** or **your** representative by any person
- i) Who is not specified in the **certificate of motor insurance**.
- ii) Who **you** or **your** representative knows does not hold a licence to drive the **vehicle** unless he has held and is not disqualified from holding or obtaining such a licence.

Paragraphs b) and c) shall not apply when a licence is not required by law.

### 2) Contractual Liability

- a) Any liability **you** have accepted solely by virtue of an agreement, but which would not attach if that agreement did not exist.
- b) Any liability for liquidated damages, fines or penalties.

### 3) 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 of whatsoever nature directly or indirectly caused by or contributed to, by or 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.
- b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- c) Any weapon or other device utilising radioactive material or radioactive matter or ionising radiation or atomic or nuclear fission or fusion or other like reaction.

### 4) War Risks

Any consequence of war, invasion, act of foreign enemy hostilities, whether war be declared or not, civil war, rebellion, revolution, insurrection or military or usurped power, except so far as is necessary to meet the requirements of any road traffic legislation.

### 5) Riot and Civil Commotion

Any accident, injury, loss or **damage** arising during, or in consequence of, riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands, except so far as is necessary to meet the requirements of any road traffic legislation.

### 6) Vehicle Registration

Any accident, injury, liability, loss, or **damage**, except as a result of unauthorised movement, if any **vehicle** is registered elsewhere than in Great Britain, the Isle of Man, the Channel Islands or Northern Ireland except when **you** have requested, and **we** have agreed to cover the **vehicle**.

### 7) Terrorism

Any consequence of **terrorism** except so far as is necessary to meet the requirements of any road traffic legislation.

If **we** are required to indemnify **you** in respect of legal liability incurred for damages and claimants' costs and expenses in respect of **terrorism** within the terms of any road traffic legislation for loss or **damage** to material property **our** liability shall not exceed

- a) The third-party property **damage** limit specified in **your policy** or £5,000,000 whichever is the lower in respect of all claims consequent on one originating cause; or
- b) Such greater sum as may in the circumstances be required by any road traffic legislation.

In respect of any one claim or number of claims arising out of one cause in connection with the use of **your vehicle**.

This exclusion does not apply to Sections 1, 2 & 3.

### 8) Own Damage Limit

The maximum amount payable under this **policy** in respect of any one claim or number of claims arising out of one cause for fire, theft or **damage** is £2,500,000.

## Section 11 - General Conditions

### 1) Claims Procedure

a) As soon as reasonably possible after **you** are aware of any accident, injury, loss or **damage**, **you** or **your** legal personal representatives must telephone **us**, giving full details of the incident. Any communication **you** receive about the incident should be sent to **us** as soon as reasonably possible. **You** or **your** legal personal representatives must also let **us** know without undue delay if **you** are aware that anyone covered under **your policy** is to be prosecuted as a result of the incident, or if there is to be an inquest or a fatal accident inquiry.

b) **You**, or anyone else claiming under **your policy**, must not admit to any claim, promise any payment or refuse any claim without **our** written consent. If **we** want to, **we** can take over and conduct in **your** name, or the name of the person claiming under **your policy**, the defence or settlement of any claim or take proceedings for **our** own benefit to recover any payment **we** have made under **your policy**. **We** shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under **your policy** shall give **us** all the information and assistance necessary for **us** to achieve a settlement.

c) Where there is a claim, or a number of claims, arising out of one incident, and this relates to payment for liability for loss of or **damage** to property, **we** may, at any time, pay **you** the full amount **we** are required to pay under **your policy** (less any sums **we** have already paid in compensation) or, any less amount for which claims can be settled and having done so, relinquish the conduct and control of such claims and be under no further liability for them. **We** will, however, be liable for the payment of costs and expenses of litigation, recoverable or incurred, in respect of matters prior to the date of such payment.

### 2) Cancellation

This **policy** may be cancelled

a) By **us**, or any agent acting with **our** specific authority, sending fourteen days' notice by letter to **your** last known address. **You** shall be entitled to a pro-rata return of premium calculated from the date of cancellation and any **certificate of motor insurance** which has been issued will no longer be valid from this date.

b) By **you**, who shall be entitled to a return of premium provided no claim has been made or is likely to be made, after deduction of premium based on pro-rata rates, for the period the **policy** has been in force, calculated from the date of receipt by **us** of the notice of cancellation. Any **certificate of motor insurance** which has been issued will no longer be valid from this date.

### 3) Non-Payment/Consumer Credit Termination Clause

**We** may terminate **your policy** in the event that there is a default in any instalment payments due under a linked loan agreement. Any **certificate of motor insurance** which has been issued will no longer be valid from this date.

### 4) Other Insurance

If at the time of any claim arising under **your policy** there is any other insurance policy covering the same loss, **damage** or liability, **we** will only pay **our** proportionate share of the claim. This condition does not apply to personal accident benefits under Section 5, which will be paid as indicated under that section.

This provision will not place any obligation upon **us** to accept any liability under Section 4, which **we** would otherwise be entitled to exclude under Exclusion 1 of Section 4.

### 5) Reasonable Precautions

**You** shall take and cause to be taken all reasonable precautions to prevent injury, loss or **damage**. **You** shall maintain **your vehicle** and **trailer(s)** in an efficient safe condition and in accordance with manufacturer's recommendations. **We** shall have, at all times, free access to examine **your vehicle** and **trailer(s)**.

### 6) Arbitration

Where **we** have accepted a claim and there is disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed between **you** and **us** in accordance with the law at the time. When this happens, a decision must be made before **you** can take any legal action against **us**.

### 7) Your Duty to Comply with Policy Conditions

**Our** provision of cover under **your policy** is conditional upon **you** or any other person covered by **your policy** observing and fulfilling the terms, provisions, conditions and **endorsements** of **your policy**.

### 8) Fraud

If **you** or anyone acting on **your** behalf

- a) Knowingly makes any false or fraudulent claim; or
- b) Knowingly makes any exaggerated claim; or
- c) Knowingly supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine); or
- d) Makes a claim for loss or **damage** which **you** or anyone acting on **your** behalf deliberately caused

**We** will

- i) Refuse to pay the whole of the claim.
- ii) Recover from **you** any sums that **we** have already paid in respect of the claim.
- iii) Declare the **policy** void from the date of the fraudulent act without any refund of premiums.

**We** may also inform the police of the circumstances.

### 9) Mileage

**We** reserve the right to establish the mileage of **your vehicle** at any time if **your policy** is rated on a selected annual mileage limit. Where the mileage limit has been exceeded **your** premium will be increased to that which applies to a higher mileage limit. If **we** become aware that the mileage limit has been exceeded at the time of a claim the additional premium will be deducted from



the claims payment. The higher premium will apply from the commencement of the **period of insurance**.

#### 10) Refunds of Premium

**We** reserve the right to withhold the premium **you** have paid for any **vehicle** which has been the subject of a claim under **your policy** where payment has been made or is likely to be made.

#### 11) Motor Insurance Database

**You** must supply details of all **your vehicles** covered on **your policy** as required by the relevant law applicable in Great Britain and Northern Ireland, for entry on the Motor Insurance Database.

#### 12) Disclosure Requirements

**You** must notify **us** as soon as possible of any alteration in risk which materially affects **your policy**. Material information would include but are not limited to

- a) Any special feature of **your vehicle**.
- b) The location of **your vehicle**.
- c) The history of any driver.
- d) Any medical condition which affects any driver and is notifiable to the DVLA who have confirmed that a licence to drive is not permitted or granted.

**You** must also notify **us** as soon as possible of any other information which makes losses more likely to happen or make losses more serious if they do happen.

**We** may reassess the cover provided by **your policy** and the premium following notification of material information.

Failure to disclose all material information may result in

- i) Incorrect terms being applied.
- ii) A claim being rejected or reduced.
- iii) **Your policy** being invalid.
- iv) Cancellation of **your policy**.

If **you** have any doubt about facts considered material, it is in **your** interest to disclose them to **us**.

#### 13) Rights of Recovery

If the law in any country in which **your policy** operates requires **us** to settle a claim which, if the law had not existed, **we** would not be obliged to pay, **we** reserve the right to recover such payments from **you** or from the person who incurred the liability.

#### 14) Financial or Trade 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.

#### 15) 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.

#### 16) 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

(iii) 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.

## Complaints Procedure

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

### Our Commitment to Customer Service

**We** are committed to going the extra mile for **our** customers. If **you** believe that **we** have not delivered the service **you** expected, **we** want to hear from **you** so that **we** can try to put things right. **We** take all complaints seriously and following the steps below will help **us** understand **your** concerns and give **you** a fair response.

### Step 1

If **you** wish to make a complaint about our service, **you** can contact **us** in one of the following ways:

- By telephoning 01423 795100 or 0344 346 0411 between 09.00 and 17.00 Monday to Friday (excluding bank holidays).
- In writing to the Compliance Officer, AIUA, The Hamlet, Hornbeam Park, Harrogate, HG2 8RE.
- By e-mail to [reception@aiua.co.uk](mailto:reception@aiua.co.uk).

When **you** make contact please tell **us** the following information:

- Name address and postcode, telephone number and e-mail address (if **you** have one).
- **Your policy** and/or claim number, and the type of **policy you** hold.
- The name of **your** insurance agent/firm (if applicable).
- The reason for **your** complaint.

### If You Are Still Unhappy

If **you** are still unhappy after **our** review, or **you** have not received a written offer of resolution within 8 weeks of the date **we** received **your** complaint, **you** may be eligible to refer **your** case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Telephone:

0800 023 4567 (free from standard landline, mobiles may be charged).

0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs).

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**You** have six months from the date of **our** final response to refer **your** complaint to the Financial Ombudsman Service.

### Thank You for Your Feedback

**We** value **your** feedback and at the heart of **our** brand **we** remain dedicated to treating **our** customers as individuals and giving them the best possible service at all times. If **we** have fallen short of this promise, **we** will apologise and aim to do everything possible to put things right.

## Fair Processing Notice

For the purposes of Fair processing Notice '**We, Our, Us**' shall refer to IUA.

The privacy and security of your information is important to **us**. This notice explains who **we** are, the types of information **we** hold, how **we** use it, who **we** share it with and how long **we** keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

### Who are we?

Geo Underwriting Services Ltd (part of the Ardonagh Group of companies) is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you. You can contact us for general data protection queries by email to:- [MGA.DataProtection@geounderwriting.com](mailto:MGA.DataProtection@geounderwriting.com)

or in writing to The MGA Data Protection Officer, 2 Minster Court, Mincing Lane, London, EC3R 7PD. Please advise us of as much detail as possible to comply with your request.

For further information about the Ardonagh Group of companies please visit <http://www.ardonagh.com/>.

### What information do we collect?

**We** will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code) which **we** need to offer and provide the service or product or deal with a claim.

**We** may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing you with the product, service or for processing a claim.

**We** only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. **We** will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If you object to use of this information then **we** will be unable to offer you the product or service requested.

How do **we** use your personal information?

**We** will use your personal information to

- Assess and provide the products or services that you have requested.
- Communicate with you.
- Develop new products and services.
- Undertake statistical analysis.

**We** may also take the opportunity to

- Contact you about products that are closely related to those you already hold with **us**.

- Provide additional assistance or tips about these products or services.
- Notify you of important functionality changes to our websites.

**We** make outbound phone calls for a variety of reasons relating to many of our products or services (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). **We** are fully committed to the regulations set out by Ofcom and follow strict processes to ensure **we** comply with them.

To ensure confidentiality and security of the information **we** hold, **we** may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

**We** may aggregate information and statistics on website usage or for developing new and existing products and services, and **we** may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

### Securing your personal information

**We** follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

**We** store all the information you provide to **us**, including information provided via forms you may complete on our websites, and information which **we** may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide **us** may be used to update an existing record **we** hold for you.

### When do we share your information?

To help **us** prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjustors) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

The data **we** collect about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for **us** or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If **we** provide information to a third party **we** will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this fair processing notice.

**We** may of course be obliged by law to pass on your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

**We** may also share your information with anyone you have authorised to deal with **us** on your behalf.

#### **How long do we keep your information for?**

**We** will not keep your personal information longer than is necessary for the purpose for which it was provided unless **we** are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

**We** will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service **we** provide. In certain cases, **we** will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with **us** has ended.

#### **Your rights**

Under data protection law you have the right to change or withdraw your consent and to request details of any personal data that **we** hold about you.

Where **we** have no legitimate reason to continue to hold your information, you have the right to be forgotten.

**We** may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision that you are unhappy with.

Further details of your rights can be obtained by visiting the Information Commissioner's Office website at <https://ico.org.uk/>.

## Your Cancellation Rights

If **you** are an individual/sole trader (including a partnership in England and Wales), buying a **policy** which provides cover for **you** in both a private and business capacity **you** have the right to cancel.

If having examined **your policy** documentation **you** decide not to proceed with the insurance **you** will have 14 days to cancel it starting on the date **you** receive **your policy** documentation. To cancel please write to the address or call the number shown on **your policy** documentation.

On receipt of **your** notice, **we** will refund any premiums paid, except when **you** have already made a claim under **your policy**. Any **certificate of motor insurance** will become invalid when the **policy** is cancelled and the vehicles will be removed from the motor insurance database.

### The Financial Services Compensation Scheme

The **insurers** of this **policy** are members of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **we** cannot meet **our** obligations, depending on the circumstances of the claim.

Further information about the compensation scheme can be obtained from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk).

## Changes to Your Policy

Please tell **your** insurance advisor of any changes to **your** circumstances, whether temporary or permanent, which may affect **your** insurance cover.

### Examples

Change of address.

Change of **your vehicle**.

Change to the persons to be insured.

Additional drivers, especially those under the age of 25.

Motoring convictions.

Change of use of **your vehicle**.

Change of occupation.

AIUA  
The Hamlet  
Hirshaw Park  
Harrgate  
HG2 8RE

T: 01423 795100 or 0344 3460411

E-mail: [reception@aiua.co.uk](mailto:reception@aiua.co.uk)

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

AIUA is a trading name of Geo Underwriting Services Limited  
Registered Address: 2 Minster Court, Minster Lane, London EC3N 7TT

Registered in England No. 3070087

Authorised and regulated by the Financial Conduct Authority

FCA Register Number 308400

Classification: Public

AIUA Farm Motor Policy Wording V2 (October 2021)



**AIUA**  
**The Hamlet**  
**Hornbeam Park**  
**Harrogate**  
**HG2 8RE**

**T:** 01423 795100 or 0344 346 0411

**E-mail:** [reception@aiua.co.uk](mailto:reception@aiua.co.uk)

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

AIUA is a trading name of Geo Underwriting Services Limited  
Registered Address: 2 Minster Court, Mincing Lane, London EC3R 7PD

Registered in England No. 4070987

Authorised and regulated by the Financial Conduct Authority

FCA Register Number 308400

Classification Public

AIUA Farm Motor Policy V3 January 2023

