

YOUR  
CAR  
INSURANCE



**NFU Mutual**  
INSURANCE | PENSIONS | INVESTMENTS

A 24 hour freephone helpline is available to assist YOU in the event of an accident, claim or emergency.

**Simply call 0800 282 652** and quote YOUR vehicle registration number. For security and training purposes telephone calls may be recorded and monitored. OUR fully trained operators look forward to helping YOU and providing advice.

This service involves:

- **Roadside Assistance following breakdown**  
(this service is in respect of cars only and excludes roadside assistance for motorhomes)

Further information regarding this service can be found on Page 54 of this policy.

**For Claims Notification simply call 0800 282 652**

This service involves:

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

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

# Thank You

for placing your CAR insurance with NFU MUTUAL.

## Cancellation rights

If YOU do not want to accept YOUR new cover, YOU may cancel the cover by writing to US or calling US within 14 days of receiving the policy or amendment to an existing policy. WE may charge pro rata for the cover provided.

## Complaints

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

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

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

## Language

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

## **Financial Services Compensation Scheme**

WE are covered by the Financial Services Compensation Scheme (FSCS), which means that YOU may be entitled to compensation from the Scheme if WE cannot meet OUR obligations. This depends on the type of policy YOU have and the circumstances of the claim. YOU can find out more at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0800 678 1100.

## **Statutory status**

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

## **Privacy Policy**

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

## **Fraud prevention and detection**

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

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

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# Policy Introduction

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

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

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

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

A handwritten signature in black ink, appearing to read 'Steve Bower', written in a cursive style.

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

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

# Definitions

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

## **CAR**

- a) any vehicle which WE have agreed to insure and for which YOU have paid or have agreed to pay the premium

or

- b) any motor car loaned to YOU under OUR Approved Repairer Scheme.

## **CERTIFICATE**

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

## **FIRE**

Fire, self-ignition, lightning, or explosion.

## **INJURY**

Bodily injury, death, illness or nervous shock.

## **INSURED/YOU/YOUR**

Every person or organisation described in the SCHEDULE.

## **MARKET VALUE**

The amount it would cost to replace the CAR (or TRAILER) with one of the same make, model, specification, age and condition.

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

The National Farmers Union Mutual Insurance Society Limited.

## **PERIOD OF INSURANCE**

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

## **SCHEDULE**

The latest Car Insurance Schedule forming part of this policy.



# Definitions

## **TERRITORIAL LIMITS**

Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands, including transit between them. N.B. This definition does not apply to “Road Rescue after an Accident”, “Motor Legal Protection”, “Road Rescue (Mutual Assist)”, “Road Rescue (National Assist)”, “Road Rescue (National plus Home Assist)” or “Road Rescue (Horse & Livestock Trailer Assist)”.

## **THEFT**

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

## **TRAILER**

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

## **USE**

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

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

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

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

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

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

# General Exceptions

## Applying to the whole policy

### 1. Uninsured Drivers and Use

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

- a) any purpose not permitted by the “Limitations as to Use” in the CERTIFICATE (or by endorsement if a CERTIFICATE has not been issued);
- b) racing, speed testing, rallies and competitions (other than road safety rallies and treasure hunts), trials or track days;

or is being driven:

- c) by anyone who is not permitted to drive by the SCHEDULE;
- d) by YOU if YOU are disqualified from driving, or do not hold a valid and current licence to drive the CAR;
- e) with YOUR consent by any person who YOU know is disqualified from driving, or does not hold a valid and current licence to drive the CAR.

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

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

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

### 2. Liability Assumed Under Agreement

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

### 3. Radioactivity

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

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

# General Exceptions

## Applying to the whole policy

### 4. War Risks

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

### 5. Riot

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

### 6. Fraud and Misrepresentation

If YOU or anyone acting for YOU:

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

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

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

### 7. Assault

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

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

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

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

- a) not running solely on terra firma, however, this exclusion shall not apply to vehicles designed primarily for use on land or amphibious cars;

# General Exceptions

## Applying to the whole policy

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

### ii) Explosives

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

### iii) Chemicals and Gases

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

### iv) Armed Forces and Law Enforcement

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

### 9. VAT

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

# General Conditions

## Applying to the whole policy

### 1. How to Claim

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

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

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

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

### 2. Control of Claims

WE are entitled to:

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

name of anyone else who is insured by the policy;

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

### 3. Duty to Take Care

YOU must do all that YOU reasonably can:

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

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

# General Conditions

## Applying to the whole policy

### 4. Other Insurance

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

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

This condition does not apply to Personal Accident, or Liability to the Public – “Other Persons’ Cover” or “Movement of Other Cars”.

### 5. Cancellation of the Policy

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

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

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

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

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

# General Conditions

## Applying to the whole policy

### 6. Arbitration

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

### 7. Observing the Terms and Conditions

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

WE are entitled to receive all necessary information and assistance from YOU or anyone else who is insured by this policy, relating to any driver or CAR.

### 8. Right of Recovery

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

### 9. Changes YOU must tell US about

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

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

#### YOU must tell US before:

- any CAR insured on YOUR policy is modified in any way;
- YOU change any CAR insured on YOUR policy;
- YOU change YOUR usage of any CAR insured on YOUR policy, such as changing from social domestic and pleasure only to include business use;
- YOU allow any CAR insured on YOUR policy to be driven by anyone who is not already insured to drive it;

# General Conditions

## Applying to the whole policy

- YOU change YOUR vehicle registration number;
- YOU register a CAR previously not registered for road use;
- YOU wish to change the level of cover for YOUR CAR.

### **YOU must tell US immediately if:**

- YOU sell or dispose of any CAR insured on YOUR policy;
- there is any change to the registered keeper or owner of any CAR insured on YOUR policy;
- there is any change to the identity of the main driver of any CAR insured on YOUR policy;
- YOU permanently export any CAR insured on YOUR policy;
- YOU change YOUR postal address or the address at which any CAR insured on YOUR policy is usually kept;
- YOU or any driver insured to drive any CAR insured on YOUR policy changes occupation;
- YOU or any driver named to drive any CAR insured on YOUR policy changes their name due to marriage or change by deed poll;

- YOU stop being a UK resident;
- YOU or any driver named to drive any CAR insured on YOUR policy incurs any criminal convictions;
- YOU or any driver insured to drive any CAR insured on YOUR policy is involved in any incident which could give rise to a claim no matter how trivial the incident;
- YOU or any driver insured to drive any CAR insured on YOUR policy have been disqualified from driving, had the entitlement to drive suspended or revoked, or if driving licence status has changed in any way (e.g. attained full licence from provisional or restrictions applied).

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



# General Conditions

## Applying to the whole policy

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

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

- YOU anticipate the declared mileage of YOUR CAR during the next PERIOD OF INSURANCE will be significantly different to that declared.

### **10. Renewal of the Policy**

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

- a) the terms on which YOUR policy may be renewed;
- b) any changes to the policy cover; and
- c) the actions YOU need to take to renew YOUR policy.

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

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

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

# General Conditions

## **Applying to the whole policy**

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

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

# Permitted Use

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

The permitted USE for the CAR is shown in the CERTIFICATE under limitations as to use.

Where a CERTIFICATE is not issued, the permitted USE is described by endorsement or on the SCHEDULE.

# Level of Cover

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

## **Comprehensive**

All sections of the policy apply.

## **Third Party, Fire and Theft**

The following sections of the policy apply:

- Damage to the Car – YOU are only covered for loss or damage to the CAR by FIRE or THEFT
- Liability to the Public
- No Claims Discount
- EU Compulsory Insurance
- Garage Servicing and Hotel Parking
- Car Sharing
- European Travel
- Road Rescue after an accident
- Trailers
- Motor Legal Protection
- Road Rescue (Mutual Assist)

# Level of Cover

## Third Party Only

The following sections of the policy apply:

- Liability to the Public
- No Claims Discount
- EU Compulsory Insurance
- Garage Servicing and Hotel Parking
- Car Sharing
- European Travel
- Road Rescue after an Accident
- Trailers
- Motor Legal Protection
- Road Rescue (Mutual Assist)

## Accidental Damage, Fire and Theft

The following sections of the policy apply:

- Damage to the Car
- Trailers
- Motor Legal Protection

## Fire and Theft

The following sections of the policy apply:

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

# Damage to the Car

## What is insured

### **YOUR Cover**

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

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

WE will decide which of the above applies.

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

### **Maximum Amount Payable**

The maximum WE will pay will be:

- a) the MARKET VALUE of the CAR or,
- b) the value shown on the SCHEDULE,

whichever is less.

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

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

### **Spare Parts and Accessories**

The CAR's spare parts and accessories and children's car seats are insured in the same way as the CAR, while kept in or on the CAR or in YOUR private garage. We will also pay for damage to YOUR CAR's electric vehicle chargers and cables which are of YOUR CAR's manufacturer specification and professionally installed and maintained at YOUR home.

If the CAR is subject to loss or damage, the children car seats within will be replaced, whether or not they sustained any damage in the insured incident.

### **Fitted Audio or Visual Equipment**

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

# Damage to the Car

## What is insured

### Recovery and Delivery

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

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

### Hiring and Leasing

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

### Repairs

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

### Car – New Car Replacement

If YOUR CAR is a UK specification model and less than 2 years old from the date of first registration as new and:

- a) it is subject to THEFT and not recovered; or
- b) any single claim repair, cost or damage is either more than 60% of the current UK list price (including VAT) or more than current market value, whichever is less;

then WE will replace YOUR CAR with a new car of the same make, model and specification (subject to availability in the UK), or pay YOU the purchase price of YOUR CAR. The original CAR will then belong to US.

WE will only replace YOUR CAR if

- a) The CAR was purchased by YOU from new or pre-registered with a mileage less than 500 miles at purchase; and
- b) YOU own the CAR or are buying it under a hire-purchase agreement or other type of agreement where ownership of the CAR passes to YOU, subject to the financing company agreeing.

# Damage to the Car

## What is insured

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 CAR has previously been declared a total loss by any Insurer. WE will only make a payment if YOU provide sight of a purchase receipt or invoice.

## Replacement Locks

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

a) replacing the door locks and/or boot lock;

b) replacing the ignition/steering lock;

c) replacing the lock transmitter and central locking interface;

d) resetting the alarm and immobiliser.

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

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

## What is not insured

### WE will not pay for:

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

# Damage to the Car

## What is not insured

- a) increased repair and replacement parts or accessory costs due to non availability and/or waiting times for delivery; or
- b) storage costs whilst awaiting commencement of repair to the CAR.

## The amounts YOU have to pay

1. YOU must pay the amount shown on YOUR SCHEDULE for accidental damage depending on the age of the person the CAR is being driven by or is in the charge of.

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

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

2. YOU must pay the amount shown on YOUR SCHEDULE for loss or damage caused by THEFT, unless
  - a) the loss or damage happened when the CAR was in a locked garage, or
  - b) the CAR is fitted with a tracking device approved by US, provided that the device is fully operational at the time of the THEFT, or
  - c) the only items subject to THEFT are the car keys or lock transmitter.
3. If the only claim made is for the cost of replacing broken glass in YOUR CAR's windscreen, windows or sunroof (and repairing bodywork if this is damaged by the breakage), YOU must pay the amount shown on YOUR SCHEDULE.  
  
YOU will not be asked to pay anything towards the cost of the claim if the glass is repaired rather than replaced.
4. YOU must pay the amount shown on YOUR SCHEDULE for loss or damage caused by FIRE.



# Liability to the Public

## Definitions for this section only

### **COSTS**

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

## What is insured

### **YOUR Cover**

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

- a) the CAR;
- b) any TRAILER attached to the CAR;
- c) one disabled mechanically-propelled vehicle while attached to the CAR;
- d) YOU while driving a car or motorcycle which does not belong to YOU and is not hired to YOU under a hire-

purchase or leasing agreement, but only if:

- i this driving is permitted by the SCHEDULE and/or CERTIFICATE, and
  - ii YOU have prior permission from the owner.
- e) YOU while travelling in or getting into or out of (but not driving) any car which does not belong to YOU and is not hired to YOU under a hire-purchase or leasing agreement.

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

# Liability to the Public

## What is insured

£20,000,000 exclusive of COSTS

£25,000,000 inclusive of COSTS.

## Other Persons' Cover

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

- a) anyone YOU allow to drive the CAR,  
but only if:
  - i. this driving is permitted by the SCHEDULE and/or CERTIFICATE, and
  - ii. they have prior permission from the owner;
- b) anyone while driving a car or motorcycle which does not belong to YOU or them and is not hired to YOU or them under a hire-purchase or leasing agreement,  
but only if:
  - i. this driving is permitted by the SCHEDULE and/or CERTIFICATE, and
  - ii. they have prior permission from the owner;
- c) anyone while using (but not driving) the CAR for social, domestic and pleasure purposes with YOUR permission;

- d) any passenger while travelling in or getting into or out of the CAR;
- e) YOU or YOUR spouse's employer or business partner while the CAR is being driven or used on their business, provided such use is permitted by the SCHEDULE and/or CERTIFICATE;
- f) the legal personal representative of any deceased person who, before their death, incurred liability covered by this section.

## Emergency Treatment

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

## Application of Limits of Indemnity

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

## Joint Insured Clause

Where more than one person is named in the SCHEDULE and/or CERTIFICATE as the policyholder this policy will apply separately to each, as if a separate policy had

# Liability to the Public

## What is insured

been issued to each, but this shall not increase OUR total liability beyond any limit referred to in this policy.

## Movement of Other Cars

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

a) INJURY to any person; or

b) damage to that car or any other property.

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

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

£20,000,000 exclusive of COSTS

£25,000,000 inclusive of COSTS.

## What is not insured

### WE will not pay for

1. INJURY to any person arising out of or in the course of their employment, unless required by the Road Traffic Acts.
2.
  - i. damage to any car, trailer, disabled mechanically-propelled vehicle, motorcycle or property which belongs to anyone insured by this section, or
  - ii. damage to any car, trailer, disabled mechanically-propelled vehicle, motorcycle or property which is in the custody or control of anyone insured by this section, or

- iii. any other loss resulting directly or indirectly from damage to any car, motorcycle, trailer, disabled mechanically-propelled vehicle or property which belongs to or is in the custody or control of anyone insured by this section.

WE will not apply the exclusion under 2. i. above to the “Movement of Other Cars” cover of this section for damage to the vehicle being moved.

# Liability to the Public

## What is not insured

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

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

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

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

# Personal Accident

## Who is insured

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

## What is insured

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

- a) involving the CAR, or
- b) while travelling in or getting into or out of any other car,

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

- death
- loss of any limb, or
- permanent loss of use of any limb, or
- irrecoverable loss of all sight in one or both eyes

Amount  
WE will pay

£15,000

£5,000

## What is not insured

In respect of any one INJURY, WE will not pay under more than one motor policy issued by US.

# Medical Expenses

## **What is insured**

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

# Uninsured Driver Claims

## **What is insured**

If the driver of YOUR CAR is involved in an accident caused by an uninsured driver, WE will not reduce YOUR no claims discount and YOU will not have to pay any excess under Damage to the Car cover.

## **Special conditions**

YOU must advise US of the uninsured driver's details, the make, model and registration mark of the vehicle and details of any independent witnesses. WE will deduct excesses and reduce no claims discount until WE are satisfied the uninsured driver is at fault.

# Personal Effects

## **What is insured**

If personal effects in or on the CAR are lost, subject to THEFT or damaged by FIRE or THEFT or in an accident, WE will pay up to a total of £250.

## **What is not insured**

WE will not pay for:

1. trade or business goods or samples;
2. THEFT of personal effects carried in an open or convertible CAR, unless these are secured in a locked boot or locked glove compartment;
3. cash, tickets, stamps, cheques or other negotiable money instruments.

# No Claims Discount

## What applies

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

Period of Insurance	Discount
the previous year	30%
the previous two years	40%
the previous three years	50%
the previous four years	60%
the previous five years	65%
the previous six years	66%
the previous seven years	67%
eight years or more	67%

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

Discount Entitlement	After 1 claim	After 2 claims	After 3 or more claims
67%	50%	30%	nil
66%	50%	30%	nil
65%	50%	30%	nil
60%	40%	nil	nil
50%	30%	nil	nil
40%	nil	nil	nil
30%	nil	nil	nil

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



# No Claims Discount

## What does not apply

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

# EU Compulsory Insurance

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

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

# Garage Servicing and Hotel Parking

While the CAR is in the custody of

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

General Exceptions 1.a) and 1.c) restricting the USE of the CAR and who may drive it will not apply.

WE will not provide any cover under “Liability to the Public – Other Persons’ cover”.

## **The amounts YOU have to pay**

If the only claim made is for the cost of replacing broken glass in the CAR’s windscreen, windows or sunroof (and

repairing bodywork if this is damaged by the breakage), YOU must pay the amount shown on YOUR SCHEDULE for:

- a) the cost of replacing the glass if the replacement is carried out by any company that WE have approved, or
- b) all other circumstances.

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

YOU must pay the amount shown on YOUR SCHEDULE for loss or damage caused by THEFT, unless that loss or damage happened when the CAR was in a locked garage.

# Car Sharing

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

- a) the car sharing is not part of a business of carrying passengers, and
- b) the CAR is not constructed or adapted to carry more than eight passengers (excluding the driver), and
- c) the total payment received does not include any element of profit.

**Note:** If YOU are unsure whether an arrangement is covered, please ask US.

# European Travel

## What is insured

### Full Cover

WE will provide the same cover currently applicable to the CAR under sections “Damage to the Car”, “Liability to the Public”, “Personal Accident”, “Medical Expenses”, “Personal Effects”, “Garage Servicing and Hotel Parking” and “Trailers” while the CAR is in any of the following countries or principalities:

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

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

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

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

### Bail Bond

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

# European Travel

## What is insured

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

## Restricted Cover

Cover is restricted to “Liability to the Public” while the CAR is in any of the following countries or principalities:

## What is not insured

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

Albania

Belarus

Bosnia and Herzegovina

Croatia

Israel

Macedonia FYR

Republic of Moldova

Montenegro

Morocco

Serbia

Tunisia

Ukraine

# Road Rescue After An Accident

## Definitions for this section only

### **ACCIDENT**

Impact, collision or overturning of the CAR, FIRE, THEFT or malicious damage.

d) Northern Ireland;

e) Channel Islands.

### **TERRITORIAL LIMITS**

- a) the mainland of England including the Isle of Wight and the Isle of Man;
- b) Wales including Anglesey;
- c) Scotland including Orkney, Shetland and the Islands of Mull, Skye, Bute, North Uist, South Uist, Arran, Lewis, Harris, Islay and Jura;

### **TRAILER**

Any towed caravan, trailer, horsebox trailer or livestock trailer.

## What is insured

### **Recovery of the CAR**

If the CAR is disabled because of an ACCIDENT within the TERRITORIAL LIMITS, WE will arrange and pay for protection and transportation to whichever of the following is most convenient to YOU or the driver:

- a) OUR Approved Repairer, or
- b) a repairer nominated by YOU, or the driver, or

- c) YOUR home or the place where the CAR is normally kept, or
- d) the CAR's intended immediate destination within the TERRITORIAL LIMITS.

# Road Rescue After An Accident

## What is insured

WE will also pay for OUR choice of one of the following:

### a) Return Home or Continuation of Journey

Transport or the hire of a CAR to enable the driver and up to seven passengers in the CAR to reach YOUR home, or the CAR's intended immediate destination within the TERRITORIAL LIMITS. In addition, WE will pay the reasonable cost of returning the CAR to YOU after repair.

### b) Hotel Accommodation

The cost of bed and breakfast for the driver and up to seven passengers while waiting for repairs to the CAR to be completed. However, WE will only pay for one night's accommodation and a maximum of £50 per person and £200 per ACCIDENT.

### c) Alternative Means

Any other suitable method of assisting the driver or passengers.

## Recovery of any TRAILER

If any TRAILER is not disabled following an accident to the towing vehicle, within the TERRITORIAL LIMITS, WE will arrange for recovery and transportation to a

place of safety. YOU will be responsible for the costs of recovery and transportation of the TRAILER and for any storage costs or livestock stabling and veterinary costs. WE will deduct any costs from any payment WE make under the policy.

## Terms and Conditions

1. WE will not pay for any benefit unless assistance has been authorised by US.
2. The driver and passengers are responsible for the safety of the contents of the CAR.
3. The driver and passengers must be with the CAR at the time assistance is expected, unless they are incapacitated, or the CAR has been subject to THEFT.
4. If the repairer, recovery specialist or any other nominated agent of OURs requests evidence or information to confirm the driver or passengers are entitled to assistance, they must provide the evidence or information as far as they are able.

# Road Rescue After An Accident

## What is not insured

WE will not pay for assistance where:

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

or make any payment for:

4. the cost of any parts, lubricants, fluids or fuel needed to make the CAR mobile;
5. any liability or indirect loss arising from carrying out the assistance provided by this cover;

6. any costs recoverable under any other policy of insurance, or under the service provided by any motoring organisation;
7. any claim arising when the CAR is:
  - a) carrying more passengers or towing a greater weight than for which the VEHICLE was designed, or
  - b) driven unreasonably or on unsuitable terrain;
8. expenses which would have been incurred normally in the journey;
9. any ACCIDENT which could have been avoided, but was caused wilfully and deliberately by YOU, the driver or a passenger.



# Trailers

## What is insured

### Cover

If any TRAILER (but not any livestock trailer, horse trailer, catering trailer, caravan, or item of plant) is lost, subject to THEFT or damaged, and there is no other insurance

covering the same loss or damage, WE will pay up to £1,000 or its MARKET VALUE whichever is the less.

## What is not insured

WE will not pay for:

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

# Courtesy Hire Car

## What is insured

### Cover

If the CAR is so badly damaged to the extent that it is uneconomic to repair it, or subject to THEFT, WE will provide a courtesy hire car for up to 14 consecutive days or until YOUR settlement cheque is received or if YOUR CAR is recovered undamaged (whichever is earliest).

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

If the CAR is so badly damaged to the extent that it is uneconomic to repair it, or subject to THEFT, WE aim to provide a courtesy hire car within one working day. However, if an incident occurs out of office hours it may not always be possible. WE will endeavour to supply one within 48 hours.

Cars with special adaptations, for example those adapted for disabled drivers, can be provided but may result in delay. WE cannot guarantee to provide a courtesy hire car with dual control, a tow bar, child seats, an automatic gearbox, or the facility to take roof bars, a roof rack or a roof box. However, OUR nominated supplier may be able to assist YOU for an additional charge.

The car must be hired to a person who is entitled to drive on the CERTIFICATE. They will be responsible for collecting and returning the car to OUR nominated supplier. OUR nominated supplier can deliver to and collect from YOUR home or pre-arranged location, where possible.

OUR nominated supplier's normal terms and conditions will apply. YOU will have to pay a deposit for the cost of fuel.

Unlimited mileage will apply when the CAR is used within the TERRITORIAL LIMITS.

If YOU intend to take the courtesy hire car out of the United Kingdom then prior arrangements must be made with OUR nominated supplier.

If a courtesy hire car is provided, where YOUR CAR is so badly damaged to the extent that it is uneconomic to repair it, and subsequently YOUR CAR proves to be repairable, the courtesy hire car must be returned to OUR nominated supplier within 48 hours of notice being given. An Approved Repairer courtesy car may be available instead.

# Courtesy Hire Car

## What is insured

All courtesy hire cars will be 1.0 litre hatchback or similar, usually less than 1 year old. They are not intended to be a direct replacement of YOUR CAR.

Comprehensive cover is provided in respect of a courtesy hire car and is subject to the terms, conditions, exceptions and limitations noted in YOUR policy wording, SCHEDULE and CERTIFICATE.

## What is not insured

WE will not provide a courtesy hire car:

1. Unless the loss has been reported to OUR Claims Helpline **0800 282 652**;
2. Unless the CAR has been placed via OUR Approved Repairer scheme;
3. Where YOUR CAR is damaged by attempted THEFT and is not actually stolen (unless it is so badly damaged to the extent that it is uneconomic to repair it);
4. Where YOUR CAR suffers any malicious damage, FIRE or explosion and is not actually stolen (unless it is so badly damaged to the extent that it is uneconomic to repair it);
5. Where loss occurs outside the TERRITORIAL LIMITS.

To take advantage of this benefit where YOUR CAR has been subject to THEFT, YOU will need to provide the crime reference number to the NFU MUTUAL Assistance Line on **0800 282 652**. For security and training purposes telephone calls may be recorded or monitored.

Under this cover the maximum period of hire will be 14 days in respect of any one claim.

WE will not pay for:

1. Additional hire costs where YOU have upgraded to a higher specification courtesy hire car than that provided by OUR nominated supplier.
2. Increased cost of insurance cover when YOU upgrade to a higher specification of hire vehicle than the equivalent rental class of YOUR CAR.
3. Any additional loss resulting directly or indirectly from the inability to use YOUR CAR.

# Motor Legal Protection

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

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

## Definitions for this section only

### **BENEFICIARY**

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

### **VEHICLE**

- a) The CAR,
- b) The TRAILER.

### **APPOINTED LAWYER**

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

### **LEGAL COSTS**

- a) All reasonable and necessary costs charged by the APPOINTED LAWYER on a standard basis.
- b) costs incurred by opponents in civil cases if a BENEFICIARY has to pay them, or pays them with the agreement of the ADVISORY SERVICE.

### **CAR HIRE COSTS**

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

# Motor Legal Protection

## Definitions for this section only

### TERRITORIAL LIMITS

a) For LEGAL COSTS;

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

b) For CAR HIRE COSTS:

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

### ADVISORY SERVICE

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

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

For the purposes of this section of the policy DAS Legal Expenses Insurance Company Limited manage all claims on behalf of NFU MUTUAL.

# Motor Legal Protection

## Definitions for this section only

### DATE OF OCCURRENCE

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

### What is insured

If:

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

### Uninsured loss recovery

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

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

# Motor Legal Protection

## What is insured

### Motoring Prosecution Defence

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

### Motor Contract Disputes

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

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

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

The ADVISORY SERVICE will assist in appealing or defending an appeal under paragraphs 1, 2 or 3 of “What

is insured”. The BENEFICIARY must tell the ADVISORY SERVICE, within the time limits allowed, that they want to appeal. Before WE pay any LEGAL COSTS for appeals the ADVISORY SERVICE must agree that it is always more likely than not that the appeal will be successful.

### Replacement Car Hire

WE will pay CAR HIRE COSTS after an accident involving a collision between the VEHICLE and another vehicle, as long as:

- a) the VEHICLE cannot be driven; and
- b) the accident was entirely the other person's fault; and
- c) the ADVISORY SERVICE have already agreed to pay the CAR HIRE COSTS being incurred.

### Maximum Amount Payable

The most WE will pay for all claims resulting from one or more events arising at the same time or from the same cause, is £100,000.

# Motor Legal Protection

## What is not insured

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

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



# Motor Legal Protection

## Conditions applying to this section only

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

The ADVISORY SERVICE can negotiate any claim on behalf of a BENEFICIARY.
  - b) The BENEFICIARY shall be free to choose an APPOINTED LAWYER (by sending the ADVISORY SERVICE a suitably qualified person's name and address) if:
    - i. the ADVISORY SERVICE agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of the BENEFICIARY in those proceedings; or
    - ii. there is a conflict of interest.
- The ADVISORY SERVICE may choose not to accept the BENEFICIARY'S choice, but only in exceptional circumstances. If there is a disagreement over the choice of APPOINTED LAWYER in these circumstances the BENEFICIARY may choose another suitably qualified person.

# Motor Legal Protection

## Conditions applying to this cover only

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

# Motor Legal Protection

## Conditions applying to this cover only

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

# Motor Legal Protection

## Helpline services

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

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

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

## Legal Advice Service

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

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

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

## Tax Advice Service

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

## Health and Medical Information Service

The ADVISORY SERVICE will give BENEFICIARY information over the phone on health and fitness and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve general fitness. Information is available on self help groups and hospital waiting lists.

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

## Drivers' Assistance Service

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

TO CONTACT THE ABOVE SERVICES, PHONE **0117 934 0572.**

# Motor Legal Protection

## Helpline services

### Counselling

The ADVISORY SERVICE will provide a BENEFICIARY with a confidential counselling service over the phone, including where appropriate, onward referral to relevant voluntary or professional services.

TO CONTACT THE COUNSELLING HELPLINE, PHONE  
**0117 934 2121.**

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

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

YOUR SCHEDULE shows the level of Road Rescue cover that applies to each CAR.

YOU can take advantage of OUR free helpline service to take away the worry after breakdown. This service is available 24 hours a day, every day of the year. Simply ring **0800 282 652** and quote YOUR policy number and/or vehicle registration.

## Definitions for Road Rescue (Mutual Assist, National Assist and National plus Home Assist)

### **MECHANICAL BREAKDOWN**

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

### **RESIDENCE**

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

### **SPECIALIST RECOVERY SERVICES**

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

### **TERRITORIAL LIMITS**

The mainland of England including the Isle of Wight and the Isle of Man, Wales including Anglesey, Scotland including the mainlands of Orkney and Shetland and the Islands of Skye, Bute, North Uist, South Uist, Lewis and Harris, Mull, Islay and Jura, Northern Ireland and the Channel Islands.

### **VEHICLE – Mutual Assist only**

Any CAR insured by this policy which NFU MUTUAL has accepted a premium for and any towed caravan or TRAILER, other than a horse or livestock trailer, being towed by the CAR.

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

## Definitions for Road Rescue (Mutual Assist, National Assist and National plus Home Assist)

### **VEHICLE – National & National plus Home Assist only**

Any CAR or motor caravan insured by this policy for which NFU MUTUAL has accepted a premium for road rescue insurance and any towed caravan or TRAILER, other than a horse or livestock trailer, being towed by the CAR.

### **WE/US/OUR**

The assistance service, which is operated on behalf of NFU MUTUAL and any authorised employees or agents operating on their behalf.

## **What is insured – Mutual Assist**

### **Roadside Assistance within the Territorial Limits**

If the VEHICLE suffers MECHANICAL BREAKDOWN while at least one quarter of a mile from the RESIDENCE during the PERIOD OF INSURANCE and within the TERRITORIAL LIMITS, WE will pay for the costs of:

### **Emergency Roadside Assistance and Transportation**

A repairer to attend the scene including up to one hour's labour to try and restore the VEHICLE's mobility. If WE feel

### **YOU/YOUR/DRIVER**

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

repairs are not practicable at the scene, WE will arrange and pay for the VEHICLE to be taken to the nearest garage or place of safe storage up to a total recovery distance of 20 miles.

### **Other Assistance**

If repairs cannot be completed on the same day as the MECHANICAL BREAKDOWN, or specifically requested by YOU, WE will arrange and pay for a small hire vehicle for a

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

## What is insured – Mutual Assist

period not exceeding 48 hours so that the DRIVER and up to seven passengers who were in the VEHICLE at the time of the MECHANICAL BREAKDOWN can reach their next intended destination within the TERRITORIAL LIMITS or to return to the RESIDENCE.

## What is insured – National Assist

### Roadside Assistance Within The Territorial Limits

If the VEHICLE suffers MECHANICAL BREAKDOWN while at least one quarter of a mile from the RESIDENCE during the PERIOD OF INSURANCE and within the TERRITORIAL LIMITS, WE will pay for the costs of:

### Emergency Roadside Assistance and Transportation

A repairer to attend the scene including up to one hour's labour to try and restore the VEHICLE's mobility.

If WE feel repairs are not practicable at the scene, WE will arrange and pay for the VEHICLE to be taken to the nearest garage or place of safe storage.

### Mis-fuelling assistance

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

### Other Assistance

If repairs cannot be completed on the same day as the MECHANICAL BREAKDOWN, or specifically requested by YOU, WE will arrange and pay for OUR choice of one of the following:

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

Or:



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

## What is insured – National Assist

b) one night bed and breakfast while the VEHICLE is being repaired, but only up to £150 per person and £500 per MECHANICAL BREAKDOWN.

Or:

c) a small hire VEHICLE for a period not exceeding 48 hours so that the DRIVER and up to four passengers who were in the VEHICLE at the time of the MECHANICAL BREAKDOWN can reach their next intended destination within the TERRITORIAL LIMITS or to return to the RESIDENCE.

If appropriate, WE will pay for a single standard class rail ticket (or similar transport cost) so that the DRIVER or their representative can collect the repaired VEHICLE from the repairer.

Or:

d) any other suitable method of assisting YOU and repairing or transporting the VEHICLE.

If YOU are unwilling to accept OUR decision or that of OUR agent on the most suitable form of assistance, then WE will not pay more than £100 for any one MECHANICAL BREAKDOWN.

If, during the journey the DRIVER of the VEHICLE suffers accidental bodily INJURY or illness, which means that he or she cannot drive and there is no one else able or qualified to drive the VEHICLE, WE will provide and pay for a driver to complete the journey or return the VEHICLE and passengers to the RESIDENCE. While OUR driver is driving the VEHICLE,

WE will not apply:

- a) any General Exception restricting who may drive the VEHICLE or
- b) the paragraphs in “Damage to the Vehicle” which apply when a young person is driving the VEHICLE.

## Mis-fuelling assistance

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

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

## What is insured – National plus Home Assist

### Roadside Assistance within the Territorial Limits

If the VEHICLE suffers MECHANICAL BREAKDOWN while at, or within one quarter of a mile from the RESIDENCE during the PERIOD OF INSURANCE and within the

TERRITORIAL LIMITS, WE will provide the cover described under National Assist, subject to the same exclusions and general conditions.

## What is not insured – Mutual Assist, National Assist and National plus Home Assist

WE will not pay for assistance where the VEHICLE:

1. is stranded in mud, snow, sand or water unless this is as a direct result of impact, collision or overturning of the VEHICLE.
2. has been modified for or is taking part in racing, trials or rallying.

Or pay for:

3. any parts, lubricants, fluids or fuel needed to restore the VEHICLE's mobility.
4. any liability or indirect loss resulting from carrying out the cover provided by this service.
5. any cost recoverable under any other policy of insurance or under the service provided by any motoring organisation.

6. any claim arising when the VEHICLE is:

- a) carrying more passengers or towing a greater weight than for which the VEHICLE was designed, or
- b) driven unreasonably or on unsuitable terrain.

7. expenses that would have been incurred normally on the journey.
8. any MECHANICAL BREAKDOWN, which could have been avoided but was caused deliberately, by YOU.
9. any VEHICLE 3500kg gross vehicle weight or over or longer than 5.5 metres in length.
10. MECHANICAL BREAKDOWN caused by an inadequate or attempted repair carried out during the same journey unless WE had authorised the repair.

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

## What is not insured – Mutual Assist, National Assist and National plus Home Assist

11. the cost of replacing tyres or windows. The delivery and cost of tyres and spare parts are non negotiable and will be charged at a premium rate.
12. any charge for ferry crossings or road toll charges incurred by the attending recovery vehicle whilst towing YOUR VEHICLE.
13. any VEHICLE storage charges.
14. costs arising from SPECIALIST RECOVERY SERVICES.
15. any costs arising from the provision of the services of a locksmith where YOU have lost or broken keys.
16. any claim arising where the VEHICLE:
  - a) is at an MOT test centre once the test has begun, or
  - b) has failed the MOT test.
17. any MECHANICAL BREAKDOWN that has occurred prior to the effective date and time of this Road Rescue cover.
18. recovery of the VEHICLE if the only part required to restore the VEHICLE's mobility is a tyre and WE can supply a tyre.
19. any additional recovery costs due to the VEHICLE not having vehicle tax or a valid MOT.
20. any damage to the VEHICLE as a result of mis-fuelling.

### Applicable to Mutual Assist (in addition):

21. We will not pay the cost applied per mile for any recovery exceeding 20 miles in total.

### Applicable to National Assist and National plus Home Assist (in addition):

22. the hire of an equivalent motor caravan, but WE will provide a small courtesy vehicle for a period not exceeding 48 hours so that the DRIVER and up to seven passengers who were in the VEHICLE at the time of the MECHANICAL BREAKDOWN can reach their intended destination within the TERRITORIAL LIMITS or return to the RESIDENCE.

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

## Conditions applying to this cover – Mutual Assist, National Assist and National plus Home Assist

1. YOU must always maintain the VEHICLE in a good mechanical and roadworthy condition and have it regularly serviced.
2. YOU must replace parts which are failing, including the battery, as soon as possible after YOU discover the defect.
3. No benefit shall be payable until WE have authorised assistance.
4. YOU are responsible for the safety of the contents of the VEHICLE.
5. The DRIVER must be with the VEHICLE at the time assistance is expected, unless they are incapacitated.
6. WE may ask YOU for a fee of not less than £20 if, after calling for assistance, YOU are able to restore the VEHICLE's mobility by any means and do not immediately advise that assistance is no longer required.
7. YOUR VEHICLE registration number must be quoted when calling for assistance and relevant identification produced on demand.
8. WE shall not be responsible for more than two claims made during any 12 month period, which arise from a common identified fault.
9. Any claim made under this extension will not affect no claims discount.
10. WE reserve the right to nominate a garage equipped to undertake repair at YOUR expense, rather than recover an immobilised VEHICLE, where effective repairs can be completed on the same day.
11. If YOUR VEHICLE needs to be taken to a garage after a breakdown, it must be in an easily accessible position for a recovery vehicle to load. If this is not the case YOU will have to pay a specialist recovery fee.
12. YOU must provide details of a valid debit or credit card if requested by US to cover any cost that is not insured.
13. If WE provide a hire vehicle, YOU will need to fulfil the requirements of the hire company.

# Road Rescue (Horse & Livestock Trailer Assist)

This cover extension operates if Horse & Livestock Trailer Assist is shown on YOUR SCHEDULE against Road Rescue under Specified Trailers.

## Definitions for Road Rescue (Horse & Livestock Trailer Assist)

### ACCIDENTAL INJURY

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

including the Island of Orkney, Shetland, Skye, Bute, North Uist, South Uist, Lewis, Harris, Mull, Islay and Jura, Northern Ireland and the Channel Islands.

### MECHANICAL BREAKDOWN

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

### TRAILER

Any trailer, which is designed and manufactured specifically for the transport of livestock, or a maximum of three average sized horses and which does not exceed 3.5 tonnes gross vehicle weight insured by the policy for which NFU MUTUAL has accepted a premium for Road Rescue.

### RESIDENCE

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

### VEHICLE

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

### SPECIALIST RECOVERY SERVICES

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

### WE/US/OUR

The assistance service which is operated on behalf of NFU MUTUAL and any authorised employees or agents operating on their behalf.

### TERRITORIAL LIMITS

The mainland of England including the Isle of Wight and the Isle of Man, Wales including Anglesey, Scotland

# Road Rescue (Horse & Livestock Trailer Assist)

## Definitions for Road Rescue (Horse & Livestock Trailer Assist)

### **YOU/YOUR/DRIVER**

The INSURED or any other person towing the TRAILER until the time of MECHANICAL BREAKDOWN with YOUR permission.

### **What is insured**

#### **Roadside Assistance within the Territorial Limits**

If the TRAILER suffers MECHANICAL BREAKDOWN while at least one quarter of a mile from the RESIDENCE during the PERIOD OF INSURANCE and within the TERRITORIAL LIMITS WE will pay for the costs of:

#### **Emergency Roadside Assistance and Transportation**

A repairer to attend the scene including up to one hour's labour to try and restore the TRAILER's mobility.

If the horse(s), pony(ies) or livestock need to be removed to facilitate repair, WE will arrange and pay for temporary alternative transport for them while repairs are undertaken.

#### **Recovery within the Territorial Limits**

If repairs cannot be completed on the same day as the

MECHANICAL BREAKDOWN, or specifically requested by YOU, WE will arrange and pay for OUR choice of one of the following:

- i. Taking the TRAILER to the RESIDENCE, or the TRAILER's intended destination within the TERRITORIAL LIMITS at the time of the MECHANICAL BREAKDOWN or YOUR choice of repairer. WE will also arrange alternative transport for YOUR horse(s), pony(ies) or livestock.

Or

- ii. An equivalent hire vehicle to tow YOUR TRAILER including the horse(s), pony(ies) or livestock so that the DRIVER and up to five passengers who were in the VEHICLE at the time of the MECHANICAL BREAKDOWN can reach their next intended destination within the TERRITORIAL LIMITS or return to the RESIDENCE.

# Road Rescue (Horse & Livestock Trailer Assist)

## What is insured

WE will not pay for the cost of repairs in the event of either i) or ii) occurring.

Or

iii. Up to two nights hotel accommodation (up to £50 per person per night) and livery of YOUR horse(s) or pony(ies) or lairage of YOUR livestock (up to £15 per animal per night) subject to a maximum of £250 per MECHANICAL BREAKDOWN.

- b) attendance of a veterinary surgeon, farrier or slaughterman (unless the incident happens somewhere where a veterinary surgeon, farrier or slaughter man are already in attendance).
- c) local livery or lairage (if possible) if urgent stabling is required.

YOU will be charged the current market rates for any veterinary treatment, transport and/or livery or lairage services provided.

## Other Assistance

WE will relay up to 2 telephone messages to members of the DRIVER's or passengers' family, friends or business associates to advise of:

- a) unforeseen travel delays;
- b) any other problems related to an incident for which WE are providing assistance.

If YOUR horse(s), pony(ies) or livestock suffers ACCIDENTAL INJURY WE can arrange:

- a) suitable transport to continue YOUR journey or return to the RESIDENCE.

# Road Rescue (Horse & Livestock Trailer Assist)

## What is not insured

WE will not pay for:

1. the cost of spare parts needed to restore the TRAILER's mobility.
2. the cost of OUR services if YOUR TRAILER is not in a roadworthy condition.
3. the cost of repairs or any reduction in MARKET VALUE of YOUR TRAILER as a result of repair.
4. the cost of assistance or recovery if YOUR TRAILER is stranded in mud, snow, sand or water.
5. any cost recoverable under any other policy of insurance or under the service provided by any motoring organisation.
6. damage or costs caused by gaining access to YOUR TRAILER following a request for assistance.
7. any claim arising when the TRAILER is:
  - a) carrying more horses or a greater weight than for which it was designed, or
  - b) driven unreasonably or on unsuitable terrain.
8. expenses that would have been incurred normally in the journey.
9. any MECHANICAL BREAKDOWN, which could have been avoided but was caused deliberately by YOU.
10. MECHANICAL BREAKDOWN caused by an inadequate or attempted repair carried out during the same journey unless WE had authorised the repair.
11. the costs of replacing tyres or spare parts. The delivery and cost of tyres and spare parts are non-negotiable and will be charged at a premium rate.
12. recovery or assistance where the TRAILER is being used for the carriage of horse(s), people or goods for hire or reward.
13. costs arising from SPECIALIST RECOVERY SERVICES.
14. any TRAILER 36 years or older.
15. any MECHANICAL BREAKDOWN that occurred prior to the effective date and time of this Road Rescue cover.
16. recovery of the TRAILER if the only part required to restore the TRAILER's mobility is a tyre and WE can supply a tyre.



# Road Rescue (Horse & Livestock Trailer Assist)

## Conditions applying to this cover

1. YOUR TRAILER must be maintained in good working order and in a roadworthy condition.
2. No benefit shall be payable until WE have authorized assistance.
3. If WE arrange for temporary roadside repairs to be carried out following damage to YOUR TRAILER, or WE provide recovery to YOUR TRAILER, or WE provide recovery to YOUR nominated destination, WE shall not be liable to provide further assistance for the same incident or event.
4. The DRIVER is responsible for the safety of YOUR TRAILER and its contents and (unless incapacitated or by arrangement with US) must be with the TRAILER at the time assistance is expected.
5. YOUR VEHICLE or TRAILER registration or serial number must be quoted when calling for assistance and relevant identification produced on demand.
6. WE may ask YOU for a fee of not less than £20 if, after calling for assistance, YOU are able to restore the TRAILER's mobility by any means and do not immediately advise that assistance is no longer required.
7. YOU will have to pay any toll or ferry fees incurred by the driver of the recovery vehicle.
8. WE are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on YOUR instructions.
9. WE reserve the right to nominate a garage equipped to undertake repair at YOUR expense, rather than recover an immobilised TRAILER, where effective repairs can be completed on the same day.
10. If WE arrange for temporary roadside repairs to be carried out to YOUR TRAILER, YOU must immediately arrange for any permanent repair that may be necessary.
11. If YOUR TRAILER needs to be taken to a garage after a breakdown and it is not in an easily accessible position for a recovery vehicle to load, YOU may have to pay for any specialist services or equipment required to access YOUR TRAILER.
12. WE will not arrange for assistance where YOUR TRAILER is considered to be dangerous or illegal to repair or transport.

## Road Rescue (Horse & Livestock Trailer Assist)

### Conditions applying to this cover

13. WE will not be responsible for more than two claims made during any 12 month period, which arise from a common identified fault.
14. If YOUR TRAILER is totally immobilised and replacement transport cannot be provided through normal commercial channels within a reasonable time period, WE will reimburse reasonable out of pocket transportation costs incurred up to a maximum of £150.
15. YOU must provide details of a valid debit or credit card if requested by US to cover any cost that is not insured.
16. If WE provide a hire vehicle, YOU will need to fulfil the requirements of the hire company.

# Continental Breakdown

This cover extension only operates if shown on YOUR SCHEDULE.

## Definitions for this cover extension only

### **CAR**

Any motor vehicle for which WE have accepted a premium for Continental Breakdown insurance.

### **TRIP**

The time period specified on the SCHEDULE.

### **MECHANICAL BREAKDOWN**

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

### **GEOGRAPHICAL AREAS**

#### **GEOGRAPHICAL AREA A**

The mainland of England, including the Isle of Wight and the Isle of Man, Wales including Anglesey, Scotland including the mainlands of Orkney and Shetland and the Islands of Skye, Bute, North Uist, South Uist, Lewis and Harris, Mull, Islay and Jura, Northern Ireland and the Channel Islands.

#### **GEOGRAPHICAL AREA B**

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

#### **DRIVER**

Any person who was driving the CAR when the MECHANICAL BREAKDOWN, loss or damage occurred, provided they are permitted to drive under the terms of YOUR policy.

# Continental Breakdown

## What is insured

### Breakdown within GEOGRAPHICAL AREA A

YOU have cover if the CAR suffers MECHANICAL BREAKDOWN or loss or damage which forms a valid claim under “Damage to the Car”, whilst within GEOGRAPHICAL AREA A, during

- a) the seven days immediately prior to the TRIP, or
- b) the return journey to YOUR home at the end of that TRIP.

### Recovery of the CAR

WE will arrange and pay for a mechanic to attend the scene of the MECHANICAL BREAKDOWN, including one hours roadside labour to try to restore the CAR’s mobility.

If WE feel repairs are not practical at the scene WE will arrange and pay for the CAR to be taken to the nearest suitable repairer.

### Assistance for the drivers and passengers

WE will also pay for:

- a) an equivalent hire vehicle so that the DRIVER, passengers and family pet can continue on the

planned journey or return home, if it has proved impossible to repair the CAR by the planned time and date of departure (provided the DRIVER has already asked US for assistance at the time of the incident). The maximum WE will pay is £500 per TRIP.

- b) one night bed and breakfast accommodation while waiting for the CAR to be repaired. The most WE will pay is £100.

### Breakdown within GEOGRAPHICAL AREA B

YOU have cover if the CAR suffers MECHANICAL BREAKDOWN during the TRIP whilst within GEOGRAPHICAL AREA B. We will pay for:

- a) labour required to carry out repairs;
- b) necessary towing and storage; the most WE will pay for a) and b) is £600 in total per TRIP;
- c) location and despatch of the parts necessary to repair the CAR but WE will not pay for the cost of the parts themselves or any duty.

# Continental Breakdown

## What is insured

### Accident within GEOGRAPHICAL AREA B

YOU also have the following cover if the CAR suffers MECHANICAL BREAKDOWN or loss or damage which forms a valid claim under “Damage to the Car” of this policy whilst within the GEOGRAPHICAL AREA B during the TRIP.

We will pay for:

- a) hotel or other reasonable alternative accommodation or expenses, for one night, while waiting for the CAR to be repaired.
- b)
  - i. hotel or other reasonable alternative accommodation or expenses up to a maximum of three additional nights, if the CAR cannot be repaired within 24 hours, or
  - ii. the hire of a car for up to 14 days so that the DRIVER, up to seven passengers and the family pet can reach their intended immediate destination, or
  - iii. transportation of the DRIVER, up to seven passengers and the family pet to their intended immediate destination, and

- iv. the return of the DRIVER to the repairer’s premises to collect the repaired CAR, or the transportation of the CAR to the DRIVER and passengers if ii. or iii. should apply,

the most WE will pay for a ) and b) is £600 in total per TRIP.

- c) return of the CAR, DRIVER, up to seven passengers and the family pet to YOUR home address if the CAR cannot be repaired economically or within a reasonable period of time.

### TRAILERS

If WE have accepted a Continental Breakdown premium for a specified TRAILER or towed caravan and that TRAILER or towed caravan suffers MECHANICAL BREAKDOWN, or loss or damage which forms a valid claim under any policy issued by US, all of the above cover will apply as though it were the CAR.

# Continental Breakdown

## Conditions applying to this cover

1. YOU must always maintain the CAR and TRAILER in a good mechanical and roadworthy condition and have it regularly serviced.
2. Any claim made under this extension shall not affect no claim discount under YOUR policy.
3. The benefit of the cover described under breakdown within GEOGRAPHICAL AREA A is not available unless authorised by “Road Rescue from NFU MUTUAL”.
4. The benefit of the cover described under breakdown within GEOGRAPHICAL AREA B and TRAILERS is not available unless authorised by OUR assistance service – Mutuaide.
5. Mutuaide or Road Rescue will be solely responsible for the arrangement of all benefits under these covers.

# Operative Endorsements

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

## Charitable Assignment Condition

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

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

## Charitable Assignment Condition

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



# Approved Repairer

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

## The benefits

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

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

## Notes

YOUR attention is drawn to the following points.

- If YOUR CAR is damaged beyond economic repair the approved repairer will provide a courtesy car for a maximum of five days.
- If WE are unable to locate a convenient approved repairer WE can assist YOU to identify a suitable alternative repairer.
- OUR approved repairers cater for most types of accident damage. For mechanical repairs and servicing please refer to the vehicle manufacturer's handbook.
- Courtesy cars will be a small vehicle, such as a Nissan Micra or Vauxhall Corsa. They are not intended to be a direct replacement of YOUR CAR.
- The lifetime guarantee for the workmanship of the repairs is not transferable to a new owner of the CAR.
- The guarantee for any replacement parts or components is limited to the manufacturer's warranty period.

# Approved Repairer

## Notes

- YOU may be asked to pay a deposit on the courtesy car which will be refunded providing it is returned in the same condition that it is received.
- If there are significant delays in obtaining parts, or YOUR CAR is one that is not built to UK specification, a courtesy car may only be provided once spare parts have been obtained.
- Courtesy cars cannot be taken outside of the TERRITORIAL LIMITS.
- Any losses incurred, resulting from the inability to use YOUR CAR, are not covered by YOUR insurance policy.
- If the damage to YOUR CAR is not covered by YOUR policy, YOU can still use OUR approved repairer service but YOU will have to pay for any services provided.
- The Approved Repairer service is only available in Great Britain and Northern Ireland.

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

## Additional cover – available on request

If the replacement vehicle must have similar features to YOUR CAR, e.g. 4x4 capabilities, YOU can add this cover to YOUR policy for an additional premium. Provided the cover is effective before an accident to YOUR CAR, it will provide

a fixed sum to help YOU get a courtesy vehicle of YOUR choice, while YOUR CAR is being repaired. For more details please contact YOUR NFU MUTUAL office.





NFU **Mutual**

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

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

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