

Farm Motor Policy



RURAL
INSURANCE

Welcome to Rural Insurance Group Limited

Thank you for choosing to arrange your insurance with Rural Insurance Group Limited.

Rural Insurance Group Limited was formed to provide a comprehensive range of innovative insurance products for the rural and agricultural communities.

In a time of changes caused by legislation or technology, we have responded to the changing needs of the rural community by providing constantly improving products, reflecting our long term commitment to meeting the insurance needs of rural Britain.

Rural Insurance Group Limited is registered in England and Wales.

Its Registered number is 2207611

Its Registered Office is Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, West Yorkshire, LS10 1RJ

Rural Insurance Group Limited is Authorised and Regulated by the Financial Services Authority (FSA). Its FSA Register number is 308358.

You can check the FSA register by visiting www.fsa.gov.uk/register/home.do or by contacting the FSA on 0845 606 1234.

Guide to the Rural Business Motor Vehicle Insurance Policy

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Your Contract of Insurance

The term **Policy** means **Our** contract of insurance with **You** providing cover as detailed in this booklet. **Your** signed proposal form, the **Policy Schedule** and **Certificate of Motor Insurance** form part of the contract. They must be read together with this **Policy** booklet and any word or expression to which a specific meaning has been given has the same meaning wherever it appears. Please keep all **Your** documents in a safe place.

If **You** have any questions about **Your Policy**, please call **Your** insurance broker.

This **Policy** both outlines the benefits of holding a **Policy** with **Us** and defines exactly what the **Policy** covers **You** against. There are many different choices of cover, please refer to the **Policy Schedule** for confirmation of the level of cover **You** have chosen.

In return for payment of the premium by **You**, **We** will provide insurance in accordance with this **Policy** for those sections shown in the **Policy Schedule** in respect of accident, bodily injury, loss or damage occurring within the **Territorial Limits** during the **Period of Insurance**.

Making a Claim

What to do if **You** have a road traffic collision:

1. Give **Your** own name and address and details of **Your** insurer and policy number to any other parties involved.
2. Obtain the names, addresses, insurance details and vehicle licence plate numbers of any other drivers and vehicles involved.
3. Obtain the names and addresses of all witnesses, injured persons and occupants of the other vehicles
4. If anybody sustains bodily injury, the incident must be reported to the police.
5. Do not admit to any liability or fault or make any offer or promise about a claim unless **You** have **Our** written permission
6. Do not sign any statement or reports about the incident except to the police of **Your** insurance broker
7. Immediately report the matter to **Your** insurance broker, details of which can be found on the **Policy Schedule** or alternatively **You** can telephone Rural Insurance Group Limited on: 01423 876000 or email claims@ruralinsurance.co.uk.
We also ask that **You** mention any documents or letters **You** receive in connection with the incident, to **Your** contact.

What to do if **You** need to make a claim:

1. Telephone **Your** insurance broker, details of which can be found on the **Policy Schedule** or alternatively **You** can telephone Rural Insurance Group on: 01423 876000 or email claims@ruralinsurance.co.uk. They will check **Your** level of cover and advise **You** as to what will happen next.
2. If the damage to the **Vehicle** is covered under the **Policy**, two estimates should be obtained for repairs.
3. If the glass in the windscreen, windows or sunroof of the **Vehicle** is damaged please contact **Our** nominated repairers Auto Windscreens who will arrange to repair the glass for **You**. Auto windscreens can be contacted by: Telephone: 0800 919 700 or at: www.autowindscreens.co.uk
4. full details on **Our** claims procedures are available from the Rural Insurance Group website at www.ruralinsurance.co.uk.

Telephone Recording

For **Our** joint protection telephone calls may be recorded and/or monitored.

Law Applicable to Contract

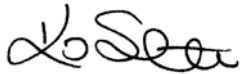
Choice of Law

The law of England and Wales will apply to this contract unless:

1. **You** and the **Insurer** agree otherwise; or
2. At the date of the contract **You** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Document of Insurance

In accordance with the authorisation granted to Rural Insurance Group Limited and in consideration of the appropriate premium having been paid, the **Insurer** (and its executors and administrators) agrees to insure **You** in accordance with the terms and conditions contained herein or endorsed hereon.



Karen Smith
Technical Director
Rural Insurance Group Limited

Definitions

To save lengthy repetition and help **You** understand the **Policy** wherever the following words or phrases occur they will have the meaning described below:

Accessories

Parts of the **Vehicle** which are not directly related to how it works as a **Vehicle**. This includes spare parts, audio equipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems providing they are permanently fitted to the **Vehicle** and have no independent power source. Where the **Vehicle** is a motor caravan or horsebox with living accommodation, the term accessories shall also include fixtures, fittings, furniture and furnishings.

Airside

The part of an aerodrome or airport provided for the take-off or landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas, and those parts of passenger terminals which come within the Customs examination area.

Certificate of Motor Insurance

The current document that proves you have the motor insurance required by the **Road Traffic Act** to use the **Vehicle** on a road or other public place. It shows who can drive the **Vehicle** and what **You** can use it for.

It does not show the cover **You** have.

Endorsement

An additional or alternative wording which, when applied to the **Policy**, changes its terms. Those endorsements applicable are identified in the **Policy Schedule**.

Excess

The amount, or amounts, shown in the **Policy**, **Policy Schedule** or **Endorsement**, which **We** deduct from each and every claim for loss of or damage to the **Vehicle** or other property insured.

The amount applies to each individual **Vehicle**.

Fire

Fire, self-ignition, lightning and explosion.

Hazardous Locations

Power Stations

Nuclear installations or establishments

Refineries, bulk storage or production premises in the oil, gas or chemical industries

Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries

Ministry of Defence premises/Military bases

High Category Hazardous Goods

Any substance within the following United Nations Hazard Classes:

- 1: Explosives
- 5.2: Organic peroxides
- 6.1: Toxic substances
- 6.2: Infectious substances
- 7: Radioactive materials

Ignition Keys

Any key, device or code used by **You** to secure, gain access to, or enable the **Vehicle** to be started and driven

The Insured/You/Your/Policyholder

The person or persons, or in the case of a business the legal entity, described as the **Insured** in the **Policy Schedule**

Insurer/We/Us/Our/Underwriter

Ageas Insurance Limited, Ageas House, Tollgate, Eastleigh, SO53 3YA. Registered number 354568 (England).

Ageas Insurance Limited is Authorised and Regulated by the Financial Services Authority (FSA). Its FSA Register number is 202039.

Ageas Insurance Limited is a member of the Association of British Insurers.

Market Value

The cost of replacing the **Vehicle** in the United Kingdom with one of the same/similar make, model, specification, mileage, age and condition

Period of Insurance

The duration of this **Policy** as shown in the **Policy Schedule** and any further period for which **We** agree to insure **You**

Personal Belongings

Personal property within the **Vehicle** including portable audio equipment, multi-media equipment, communication equipment, personal computers and satellite navigation systems not permanently fitted to the **Vehicle**

Policy Schedule

Details of **You**, the **Vehicle(s)** and the insurance provided

Pollution and/or Contamination

All pollution and/or contamination of buildings or other structures, or of water or land, or the atmosphere. For the purpose of this **Policy** the term Pollution and/or Contamination shall include (but not be limited to):

1. seepage of or pollution and/or contamination by anything, including but not limited to that which is designated by any government, public or regulatory body or authority as toxic, hazardous, dangerous or deleterious to persons, property or the environment under any law, ordinance, regulation or decree;
2. the presence existence or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

Road Traffic Act

Any Acts, Laws or Regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, the Republic of Ireland, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and Switzerland (including Liechtenstein).

Terrorism

- (i) Any act or acts including but not limited to
 - (a) the use or threat of force and/or violenceand/or
 - (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological meanscaused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes
- (ii) any action taken in controlling preventing suppressing or in any way relating to (i) above

Theft

Theft, attempted theft, or the offence of taking a vehicle or other conveyance without authority, including malicious damage, fire or explosion resulting from or following theft.

Vehicle

Any vehicle described in the **Policy Schedule** as an insured vehicle and as defined or described below:

1. **Private Car** means any private car, estate or utility car and shall include **Trailers**
2. **Commercial Vehicle** means any goods carrying commercial vehicle or minibus and shall include **Trailers**
3. **Agricultural Vehicle** means any tractor, mechanical digger, fork lift truck or self propelled agricultural or forestry machine other than a steam driven vehicle and shall include **Trailers**
4. **Trailer** means any trailer, agricultural implement or mobile plant attached to or detached from the **Vehicle** (and not attached to any vehicle insured elsewhere) which belongs to **You** or for which **You** are responsible which is:
 - (a) Unspecified – being a trailer used solely for agricultural or forestry purposes the **Market Value** of which is £30,000 or less
 - (b) Specified – being a trailer which has been declared to **Us**

Provided that

- (i) No trailer is designed for self-propulsion
- (ii) The expression 'trailer' does not include horseboxes, caravans or disabled mechanically propelled vehicles
- (iii) The cover afforded to the trailer will not exceed that of the **Vehicle** to which it is attached or temporarily detached
- (iv) **Our** liability shall not exceed the **Market Value** of the trailer

Your Partner

The husband or wife of the policyholder, or the policyholder's domestic or civil partner living at the same address as the policyholder and sharing financial responsibilities. This does not include any business partners or associates.

Policy Cover Index

Cover

Comprehensive

Third Party Fire & Theft

Third Party Only

Fire & Theft

Sections

All Sections are operative

Sections 2,3,4,7 are inoperative
Section 1 is inoperative except
for loss or damage caused
directly by **Fire** or **Theft**

Sections 1,2,3,4,7 and 8 are
inoperative

Sections 2,3,4,5,6,7,8,9,10 &
11 are inoperative.
Section 1 is inoperative except
for loss or damage caused
directly by **Fire** or **Theft**

Section 1 – Loss of or Damage to Your Vehicle

Cover

If the **Vehicle** is lost, stolen or damaged, **We** will at **Our** option:

- pay for the **Vehicle** to be repaired, or
- replace the **Vehicle**, or
- pay the amount of the loss or damage in cash.

We may decide to use suitable parts or **Accessories** not supplied by the original manufacturer

The same cover also applies to **Accessories** and spare parts relating to the **Vehicle** whilst these are in or on the **Vehicle** (or while in **Your** private garage if the **Vehicle** is a **Private Car**).

If **We** know that **You** are still paying for the **Vehicle** under a hire purchase, leasing or contract hire agreement, **We** will pay any claim to the owner described in that agreement. **Our** liability under this **Policy** will then end

The maximum amount **We** will pay will be the **Market Value** of the **Vehicle** immediately prior to the loss or damage.

If **You** cannot use the **Vehicle** as a result of loss or damage insured under this **Policy**, **We** will pay the reasonable cost of removal of the **Vehicle** to the nearest competent repairer. After repair **We** will deliver the **Vehicle** back to **Your** address in Great Britain, Northern Ireland, Channel Island and the Isle of Man.

New Vehicle Replacement

Where the vehicle is a **Private Car** or **Commercial Vehicle** (up to 7.5 Tonnes Gross Vehicle Weight) **We** will replace the **Vehicle** with a new **Vehicle** of the same make, model and specification (if one is available in the UK) if, within 12 months of **You** or **Your** partner buying the **Vehicle** from new:

- The cost of repairing any damage covered by the **Policy** is more than 60% of the **Vehicle's** UK list price (including taxes) when **You** bought the **Vehicle**; or
- The **Vehicle** is stolen and not recovered.

We will only replace the **Vehicle** if:

- **You** or **Your** partner own the **Vehicle** or are buying it under a hire purchase agreement or other type of agreement where ownership passes to **You**;
- The Financing Company agrees; and
- **You** or **Your** partner are the first registered keeper of the **Vehicle**.

New **Vehicle** replacement does not apply to **Trailers**

Exceptions to Section 1

We will not pay for

1. Loss of use, wear and tear, depreciation.
2. Mechanical, electrical or electronic failure, breakdown or breakage
3. Computer and equipment failure or malfunction.
4. Loss or damage arising from **Theft** whilst the **Ignition Keys** of the **Vehicle** have been left in or on the **Vehicle**.
5. Damage to tyres by braking or by punctures, cuts or bursts
6. Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
7. Loss of value following repair
8. Confiscation or requisition or destruction by or under order of any Government or Public or Local Authority
9. Goods carried in or on **Your Vehicle**, tools of trade, personal belongings, documents, radar and laser detecting equipment.

Excesses

Where the vehicle is a **Private Car** or **Commercial Vehicle** (including any **Accessories** and spare parts) and the **Vehicle** is lost, stolen or damaged **You** will have to pay the first £100 of any claim (except glass claims).

In addition the following excesses apply:

The person driving the **Vehicle** is

- | | | |
|---|--------|------|
| (a) aged 20 years or under | excess | £250 |
| (b) aged 21 to 24 years | excess | £200 |
| (c) aged 25 years or over who has not held a full licence for 12 months | excess | £100 |

Where the vehicle is an **Agricultural Vehicle** or **Trailer** and the **Vehicle** is lost, stolen or damaged **You** will have to pay the first £50 of any claim.

These **Excesses** apply in addition to any other voluntary or compulsory **Excesses** that may apply.

Section 2 – Personal Accident

Cover

If **You** or **Your partner** suffer accidental bodily injury in direct connection with the **Vehicle** or while getting into, out of or travelling in any other vehicle, not belonging to **You** or hired to **You** under a hire purchase agreement, **We** will pay to the injured person £5,000 if, within three months of the accident, the injury is the sole cause of:

- Death
- Irrecoverable loss of sight in one or both eyes
- Loss of any limb

The most **We** will pay any one person after any accident is £5,000.

The most **We** will pay any one person during any one **Period of Insurance** is £10,000.

If **You** or **Your** partner have any other policies with us in respect of any other vehicle or vehicles the injured person will only be able to obtain compensation for their injuries under one policy.

Exceptions to Section 2

This personal accident insurance does not cover:

1. corporate bodies or firms
2. death or bodily injury arising from suicide or attempted suicide

Section 3 – Medical Expenses

Cover

If **You** or any other occupants of the **Vehicle** sustain bodily injury as a direct result of the **Vehicle** being involved in an accident, **We** will pay the medical expenses arising in connection with that accident. The most **We** will pay for each injured person is £200.

Section 4 – Personal Belongings

Cover

We will pay **You** (or, at **Your** request, the owner) for loss or damage to **Personal Belongings** caused by **Fire, Theft** or accidental means whilst they are in or on the **Vehicle**.

The maximum amount payable for any one incident is £250 (increased to £350 when the loss or damage occurs during December) subject to **You** making a claim under Section 1 of the **Policy**.

We will also pay up to £250 for loss of or damage to any wheelchair, child's pushchair, buggy or carrycot caused by **Fire, Theft** or accidental means whilst they are in or on the **Vehicle**.

Exceptions to Section 4

We will not pay for:

1. money, stamps, tickets, documents or securities
2. goods or samples carried in connection with any trade or business

Section 5 – Emergency Treatment

Cover

We will reimburse any person using the **Vehicle** for payments made under the **Road Traffic Acts** for emergency medical treatment.

A payment made under this Section will not prejudice **Your** No Claim Discount.

Section 6 – No Claim Discount

Cover

If no claim has been made under the **Policy** during the **Period of Insurance**, a No Claim Discount in accordance with the following tables will be applied at renewal:

Private Car

Period of Insurance Number of Claim Free Years	No Claim Discount
One Year	37.5%
Two Years	47.5%
Three Years	55%
Four Years	60%
Five Years or more	66%

Commercial Vehicle

Period of Insurance Number of Claim Free Years	No Claim Discount
One Years	15%
Two Years	20%
Three Years	30%
Four Years	40%
Five Years or more	50%

Agricultural Vehicle

Period of Insurance Number of Claim Free Years	No Claim Discount
One Year	10%
Two Years or more	15%

If more than one **Vehicle** is insured by the **Policy**, the No Claim Discount will be applied as if a separate **Policy** had been issued for each **Vehicle**.

No Claim Discount is not earned under a **Policy** issued for less than 12 months.

If one of more claims are made during the **Period of Insurance**, No Claim Discount earned will be reduced to the level shown in the tables below at the next renewal as follows:

Private Car

Last Renewal No Claim Discount	First Claim	Second Claim	Third or more Claims
37.5%	NIL	NIL	NIL
47.5%	NIL	NIL	NIL
55%	37.5%	NIL	NIL
60%	47.5%	NIL	NIL
66%	55%	37.5%	NIL

Commercial Vehicle

Last Renewal No Claim Discount	First Claim	Second Claim	Third or more Claims
15%	NIL	NIL	NIL
20%	NIL	NIL	NIL
30%	15%	NIL	NIL
40%	20%	NIL	NIL
50%	30%	15%	NIL

Agricultural Vehicle

Last Renewal No Claim Discount	First Claim	Second Claim	Third or more Claims
10%	NIL	NIL	NIL
15%	NIL	NIL	NIL

No Claim Discount Protection

Where indicated in the **Policy Schedule**, the renewal premium will be reduced by the maximum discount allowed under **Our** scale of No Claim Discount provided not more than two claims have been made during the last three consecutive years. No Claim Discount protection is applicable to **Private Car** and **Commercial Vehicle** only and is indicated with a P in the No Claim Discount column.

Section 7 – Glass

Cover

If the glass in the windscreen, windows or sunroof of the **Vehicle** is damaged, **We** will pay for its replacement or repair and repair any scratching to the bodywork caused by the broken glass, provided there is no other loss or damage to the **Vehicle**.

Please refer to “Making a Claim” on page 2 for details of the procedure for glass claims.

A payment made under this Section will not prejudice **Your** No Claim Discount

Exceptions to Section 7

You will have to pay the first £50 of any claim for the replacement of glass.

This excess for glass:

1. Will not apply when the glass is repaired rather than replaced
2. Is increased to £100 if Auto Windscreens are not used

Section 8 – Replacement Locks

Cover

If the **Ignition Keys** of **Your Vehicle** are lost or stolen **We** will pay the cost of replacing the

- affected locks
- lock transmitter and central locking interface
- affected parts of the alarm and/or immobiliser

provided that **You** can establish to **Our** satisfaction that the identity or garaging address of the **Vehicle** is known to any person who is in possession of the **Ignition Keys**.

A payment made under this Section will not prejudice **Your** No Claim Discount

Section 9 – Foreign Use

Cover

In compliance with EU Directives the **Policy** provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in:

- any country which is a member of the European Union
- any country which the Commission of the European Communities is satisfied has made arrangements of Article 7(2) of EC Directive 72/166/EEC relating to civil liabilities arising from the use of a motor vehicle.

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

- the **Vehicle** being predominantly kept and used in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- use of the **Vehicle** for visits to countries outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man being of a temporary nature, not exceeding three months in any one trip.

Cover includes

- transit between countries within the **Territorial Limits**
- reimbursement of any customs duty **You** may have to pay on the **Vehicle** after its temporary importation into any country within the **Territorial Limits**, subject to **Your** liability arising as a direct result of any loss of or damage to the **Vehicle** which is covered under Section 1 of the **Policy**
- General Average contributions, Salvage and Sue and Labour charges whilst the **Vehicle** is being transported by sea between any countries within the **Territorial Limits** provided that loss of or damage to the **Vehicle** is covered under Section 1 of the **Policy**.

Section 10 – Liability to Third Parties

Cover

We will indemnify **You** in respect of compensation **You** are legally liable to pay and all other costs and expenses incurred with **Our** written consent arising from

- (a) death or bodily injury to third parties, for an unlimited amount
- (b) damage to third party property up to a maximum of
 - (i) £20,000,000 (excluding claimants costs and expenses and any other costs and expenses) where the **Vehicle** is a **Private Car**
 - (ii) £5,000,000 (including claimants costs and expenses and any other costs and expenses) in respect of all other **Vehicles**
 - (iii) £5,000,000 for claimants costs and expenses and any other costs and expenses in relation to damage to third party property

This Section only operates where such death, bodily injury or damage arises out of an accident caused by or in connection with: -

- The **Vehicle** including its loading and unloading or
- Any **Trailer** while it is being towed by the **Vehicle**

In respect of **Terrorism** where **We** are liable under the **Road Traffic Acts** the maximum amount that **We** will pay for damage to property as a result of any accident or accidents caused by a **Vehicle** or **Vehicles** driven or used by **You** or any other person and for which cover is provided under this Section will be

- (i) £5,000,000 in respect of all claims consequent on one originating cause; or;
- (ii) such greater sum as may in the circumstances be required by the **Road Traffic Acts**

Unless otherwise stated in the **Policy Schedule** the amount payable for damage to third party property is limited to £1,000,000 while the **Vehicle** is:

- (a) carrying any **High Category Hazardous Goods**
- (b) being used or driven at any **Hazardous Location** other than in any area designated for access or parking by the general public

Liability of other persons driving or using the Vehicle

On the same basis that **We** indemnify **You** under this Section **We** will also indemnify the following persons

- any person **You** give permission to drive the **Vehicle** provided that the **Certificate of Motor Insurance** and **Endorsements** allows that person to drive.
- any person **You** give permission to use (but not drive) the **Vehicle**, but only whilst using it for social, domestic and pleasure purposes.
- any passenger travelling in or getting into or out of the **Vehicle**.
- the employer or business partner of the person using any **Vehicle** for which cover is provided under this Section while the **Vehicle** is being used for business purposes, as long as the **Certificate of Motor Insurance** allows business use. This does not apply if;
 - the vehicle belongs to or is hired by such employer or business partner.
 - the **Insured** is a corporate body or firm.
- the owner providing the owner cannot claim under any other policy
- at **Your** request any of **Your** directors or employees.

Duty of Care – driving at work, legal costs

We will pay:

- **Your** legal fees and expenses incurred with **Our** written consent for defending proceedings including appeals.
costs of prosecution awarded against **You**

arising from any health and safety inquiry or criminal proceedings for any breach of the

1. Health and Safety at Work etc Act 1974
2. Health and Safety at Work (Northern Ireland) Order 1978
3. Corporate Manslaughter and Corporate Homicide Act 2007

We will not provide indemnity

1. unless the proceedings relate to an actual or alleged act, omission or incident committed during the **Period of Insurance** within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and in conjunction with the business.
2. unless the proceedings relate to an actual or alleged act, omission or incident arising from the ownership, possession or use by or on behalf of **You** of any motor vehicle or trailer in circumstance where compulsory insurance or security is required by the Road Traffic Acts.
3. in respect of proceedings which result from any deliberate act or omission by **You**
4. where indemnity is provided by another insurance policy

The limit of indemnity in respect of such legal fees, expenses and costs are

Health and Safety at Work etc Act 1974 and	
Health and Safety at Work (Northern Ireland) Order 1978	£100,000
Corporate Manslaughter and Corporate Homicide Act 2007	Unlimited

Indemnity to Legal Personal Representatives

In the event of the death of anyone who is indemnified under this Section **We** will protect his or her legal personal representatives against any liability that the deceased person had, which is covered by this Section

Legal costs

If **You**, or anyone else, are involved in an accident which is covered under this Section, **We** will pay the fees and disbursements of any legal representative **We** agree to defend anyone **We** insure under this Section

- at a coroners inquest
- at a fatal accident inquiry
- in any proceedings brought under the **Road Traffic Acts** or equivalent European Union legislation

We will not pay representation for

- a plea of mitigation (unless the offence charged with carries a custodial sentence) or:
- appeals

Application of indemnity limits

In the event of an accident involving payments to more than one person any limitation by the terms of this **Policy** or any **Endorsement** on it relating to the maximum amount payable shall apply to the aggregated amount of payments to all such persons and **Your** liability shall be settled in priority.

Exceptions to Section 10

We will not pay for

1. any claim if any person indemnified under this Section fails to observe the terms, exceptions and conditions of this policy as far as they apply, or if they are entitled to claim payment of indemnity under any other policy.
2. death or bodily injury to any employee of the person claiming indemnity which arises out of, or in the course of, such employment except where such liability is required to be covered by the **Road Traffic Acts**.
3. loss of or damage to property belonging to or in the care of any person claiming to be indemnified under this section.
4. loss or damage to any **Vehicle** where cover in connection with the use or driving of that Vehicle is provided by this section.
5. loss, damage, death or bodily injury caused or arising beyond the limits of any carriageway or thoroughfare in connection with anyone other than the driver or attendant of the **Vehicle** either bringing a load to the **Vehicle** for loading on to it or taking a load away from the **Vehicle** having unloaded it.
6. loss, damage, death or bodily injury directly or indirectly caused by **Pollution and/or Contamination** unless caused by a sudden identifiable unintended and unexpected event which occurs in its entirety at a specific time and place during the **Period of Insurance** except where such liability is required to be covered under the **Road Traffic Acts**.
7. death, bodily injury or illness of any person caused by food poisoning, anything harmful contained in any goods supplied, or any harmful or defective treatment given at or from the **Vehicle**
8. loss, damage, death or bodily injury arising out of the operation as a tool of the **Vehicle** or forming part of the **Vehicle** or attached thereto except where such liability is required to be covered under the **Road Traffic Acts**.
9. loss, damage, death or bodily injury arising out of the use of chemicals for the spraying of crops
10. any consequence whatsoever resulting directly or indirectly from or in connection with **Terrorism** regardless of any other contributory cause or event except where such liability is required to be covered by the **Road Traffic Acts**.
11. loss damage death or injury whilst the **Vehicle** is being used **Airside** except where such liability is required to be covered by the **Road Traffic Acts**.

Section 11 – Towing Disabled Vehicles

Cover

This **Policy** shall be operative whilst the **Vehicle** is being used for the purpose of towing any one disabled mechanically propelled vehicle provided that such vehicle is not towed for reward.

Exceptions to Section 11

We will not pay for loss of or damage to

1. the towed **Vehicle**
2. property being conveyed by the **Vehicle**

General Exceptions

We will not pay for:

1. Any accident, bodily injury, loss or damage while the **Vehicle** is being:
 - (a) used otherwise than for the purposes described under the "limitations as to use" section of **Your Certificate of Motor Insurance**.
 - (b) driven by, or is in the charge of any person for the purposes of being driven who;
 - (i) is not described under the section of **Your Certificate of Motor Insurance headed 'persons or classes of persons entitled to drive'**
 - (ii) does not have a valid and current licence to drive the **Vehicle**
 - (iii) is not complying with the terms and conditions of the licence,
 - (iv) does not have the appropriate licence for the type of vehicle,

We will not withdraw this cover,

- i. While the **Vehicle** is in the custody or control of;
 - a member of the motor trade for the purposes of maintenance or repair, or
 - an employee of a hotel or restaurant or car parking service for the sole purpose of parking
 - ii. If the bodily injury, loss or damage was caused as a result of the theft of the **Vehicle**
 - iii. By reason of the person driving not having a driving licence, if **You** had no knowledge of such deficiency.
 - iv. If a driving licence is not required by law provided the person driving
 - Is competent in the driving of the **Vehicle**
 - Is driving on the order or with the permission of the **Insured**
2. Any liability **You** have accepted in an agreement which **You** would not have had if that agreement did not exist.
 3. (a) Loss or destruction of, or damage to, any property or associated loss or expense, or any other loss, or
 - (b) Any legal liability that is directly or indirectly caused by, contributed to by or arising from:
 - (i) Ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (ii) The radioactive, toxic, explosive and other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4. Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:
 - (a) War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
 - (b) Any action taken in controlling, preventing, suppressing or in any way relating to (a) above except so far as is necessary to meet the requirements of the **Road Traffic Acts**.
5. Any accident, bodily injury, loss or damage if **Your** vehicle is registered outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

General Conditions

Arbitration

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

Cancellation

You have the right to cancel **Your Policy** at anytime during its term. If **You** do so, **You** will be entitled to a refund of the premium paid subject to a deduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period which **You** received cover.

You must return **Your Certificate of Motor Insurance** immediately following cancellation

We (or any agent **We** appoint and who acts with **Our** specific authority) may cancel this policy by sending 7 days notice to **Your** last known address. **You** will be entitled to a refund of the premium paid subject to a deduction for the time for which **You** have been covered. If **You** do not pay the premium or any part of the premium under the payment option **You** have chosen, by the due date, **We** may cancel this policy with effect from the end of the last period for which a payment has been made.

Claims Procedure

As soon as reasonably possible after any accident, loss or damage, **You** or **Your** legal personal representatives must report the incident to **Us** giving full details of the incident, in accordance with the claims procedure detailed on page 2.

Any communication **You** receive about that incident should be sent to **Us** immediately.

You or **Your** legal personal representatives must let **Us** know immediately if anyone insured under this **Policy** is to be prosecuted as a result of the incident or if there is to be an inquest or a fatal accident inquiry.

You or anyone else claiming under this **Policy**, must not admit to any claim, promise any payment or refuse any claim without **Our** written consent.

If **We** want to, **We** can take over and conduct in **Your** name or that of the person claiming under the **Policy** the defence or settlement of any claim or take proceedings for **Our** own benefit to recover any payment **We** have made under this **Policy**.

We shall have full discretion in the conduct of any proceedings or the settlement of any claim.

The person who is seeking payment under this **Policy** shall give **Us** all the information, documents and assistance **We** require to enable any claim to be validated for **Us** to achieve a settlement.

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

Change of Vehicle

If **You** change the Vehicle **You** should notify **Your** Insurance Advisor immediately. **We** will not be liable under this policy until we have been notified. Once **We** have been advised of the change of **Vehicle We** will advise **You** of any change in **Your** premium or in the terms of cover.

Subjectivity

The policy, the application or any statement of fact made by **You**, any endorsements endorsed on the policy, the **Policy Schedule** and the **Certificate of Motor Insurance**, form the contract of insurance between **You**, the policyholder, and **Us**.

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

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

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

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

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

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

- i) **You** have the right to cancel this policy from a date agreed by **You** and **Us** and, providing no claims have been made, **We** will refund a proportionate part of the premium paid for the unexpired period of cover.
- ii) **We** may, at our option, exercise **Our** right under the **Policy** cancellation condition.

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

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

Credit Agreement

If **You** default under a credit agreement to pay the premium, **Policy** cover ceases from the default date unless **We** agree in writing to reinstate cover.

Fraud

- (a) If a claim made by **You** or anyone acting on **Your** behalf, or any person claiming to be indemnified, is fraudulent or exaggerated, whether ultimately material or not, or
- (b) if a false declaration or statement is made, or if a fraudulent device is used

in support of a claim

We may at **Our** option

- (i) avoid the **Policy** from the inception of this insurance, or
- (ii) cancel the **Policy** from the date of the claim or alleged claim and repudiate the claim, or
- (iii) repudiate the claim.

Material Facts

In the event of there being any material change during the **Period of Insurance** to any information previously disclosed to **Us**

- (a) **You** will immediately disclose such information to **Us**
- (b) **We** shall be entitled to increase or reduce the premium and/or vary terms, conditions or exceptions of the **Policy** in respect of the unexpired term of this **Policy** to reflect the altered risk. If there is any doubt about whether a change is material it should be disclosed. Failure to do so could invalidate **Your** insurance.

Other insurance

If at the time of any claim arising under this policy there is any other insurance covering the same loss, damage or liability, **We** will only pay **Our** share of the claim.

Your duty to prevent loss or damage

You shall at all times take all reasonable steps to safeguard the **Vehicle** from loss or damage.

You shall maintain the **Vehicle** in a roadworthy condition.

We shall have at all times free access to examine the **Vehicle**.

Direct Right of Access

Your Policy details will be added to the Motor Insurance Database (MID) run by the Motor Insurers Information Centre (MIIC). This may be consulted by:

- a) the police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime.
- b) other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to ascertain relevant Policy information if You have been involved in an accident in the UK or abroad.
- c) the DVLA and DVLNI for the purposes of Electronic Vehicle licensing.
- d) persons pursuing a claim in respect of a motor traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID

You should show this notice to anyone insured to drive the vehicle(s) under this Policy.

You can find out more about the Motor Insurance Database and its use by contacting MIIC at www.miic.org.uk

Car sharing and insurance

If **You** receive a contribution as part of a car sharing arrangement involving the use of any **Private Car** insured under this **Policy** for carrying passengers for social or similar purposes, **We** will not consider this to be carriage of passengers for hire or reward provided the:

- (a) **Private Car** is not constructed or adapted to carry more than eight passengers (excluding the driver)
- (b) passengers are not being carried in the course of a business of carrying passengers
- (c) total contributions received for the journey concerned do not involve an element of profit.

Important

If the **Vehicle** is used under a car sharing arrangement and there is any doubt as to whether this arrangement is covered by the terms of **Your Policy** **You** should immediately contact **Your Insurance Advisor** for confirmation.

Complaints Procedure

It is always **Our** intention to provide a first class standard of service. If however **You** have a complaint about the service **You** have received from **Us** then please contact **Us** 01423 876000 or write to **Us** at the address shown below. If **You** have a complaint about a claim, contact **Your** claims handler first. **You** will find the claim's handler's name, phone number or email address on any letters they have sent **You**. If **You** have any cause for complaint about the way **Your** policy was sold to **You**, then **You** should, in the first instance, contact the **Intermediary** who arranged the **Policy** for **You**.

If **Your** complaint is not be resolved to **Your** satisfaction, please write to -

The Managing Director
Rural Insurance Group Limited
The Lenz
Hornbeam Park
Harrogate
HG2 8RE

quoting the details of **Your Policy**, the name of the **Insured**, **Policy** Number and departmental references.

If **You** cannot settle **Your** complaint with Rural Insurance Group Limited **You** may write to the Chief Executive Officer of Ageas Insurance Limited who have underwritten this **Policy** and whose details are stated in the **Policy**. If **You** then cannot settle **Your** complaint with the **Insurer**, **You** may be entitled to refer it to the Financial Ombudsman Service (FOS). Further information is available at www.financial-ombudsman.org.uk

The Financial Ombudsman Service (FOS) is an independent organisation that decides on complaints about general insurance products. They will only consider complaints after **We** have given **You** written confirmation that **You** have been through the Rural Insurance Group Limited's Complaints Procedure and that **Your** business has a Turnover of less than EUR 2 million and fewer than 10 employees.

You can contact the Ombudsman at:

Insurance Division,
Financial Ombudsman Service,
South Quay Plaza,
183, Marsh Wall
London, E1 4SR.
Phone 0845 080 1800 Fax 0207 964 1001

Compensation Arrangements

Rural Insurance Group Limited and Ageas Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if either of these companies cannot meet their insurance obligations. This depends on the type of business and the circumstances of the claim. For compulsory insurance **You** may be entitled to compensation up to 100% of the claim. For all other types of insurance **You** may be entitled to compensation up to 90% of the claim. Further information about Compensation Scheme arrangements is available from the FSCS at: www.fscs.org.uk or **You** may write to the Financial Services Compensation Scheme, 7th Floor, Lloyd's Chambers, Portoken Street, London E1 8BN. Their telephone number is **0207 8927300**.

Authorised and regulated by the Financial Services Authority

**Rural Insurance Group Ltd
The Lenz
Hornbeam Park
Harrogate HG2 8RE**

W www.ruralinsurance.co.uk