

Farm Motor insurance

Policy document



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Welcome

Welcome to Rural Insurance Group Limited

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

This policy wording outlines all the important information you need to know about our cover, please read the wording in full and make sure you are happy with the cover provided and that it meets your requirements. If you need any clarification please contact your insurance broker in the first instance.

About Rural Insurance Group Limited

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

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

Getting to know each other

To learn more about Rural Insurance please visit ruralinsurance.co.uk

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

What to do if You have an accident

In the event of any occurrence which may give rise to a claim, please contact Agrical Limited direct on

01423 879 027

New and existing incidents can be discussed with Agrical Limited from Monday to Friday between 9am and 5pm on the above telephone number.

Agrical Limited can also be contacted by email: ruralinsurance@agricol.com or fax: 01423 878 838

Points to remember:

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

Broken windscreen, windows or sunroof

If the glass in the windscreen, windows or sunroof of the vehicle is damaged please contact either of our nominated repairers Auto Windscreens or Autoglass who will arrange to repair the glass for you. Auto Windscreens can be contacted by: Telephone: 01246 216200 or at: www.autowindscreens.co.uk. Autoglass can be contacted by: Telephone: 01663 308535 or at: www.autoglass.co.uk

Full details on our claims procedures are available from our website at www.ruralinsurance.co.uk

Your Policy

1. Contract of insurance

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

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

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

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

In this **Policy**:

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

Telephone Recording

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

2. The Insurer

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

Rural Insurance Group Limited is registered in England and Wales, registration number 2207611. Registered office address: The Hamlet, Hornbeam Park, Harrogate, North Yorkshire, HG2 8RE
Rural Insurance Group Limited is authorised and regulated by the Financial Conduct Authority. FCA register number 308358.
Website: www.ruralinsurance.co.uk

Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of **Our** authorisation by the

Financial Conduct Authority are available from **Us** on request. **Our** FCA Firm Reference Number is 203093.

Website: www.zurich.co.uk

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

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

Telephone: 0300 500 8082

3. Choice of Law applicable to this contract

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this contract of insurance and all communications relating to it will be in English.

4. Use of Language

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



David Cahoon
Managing Director
Rural Insurance Group Limited

Definitions

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

Accessories

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

Administration Fee

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

Agricultural Vehicle

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

Business Partner

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

Certificate of Motor Insurance

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

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

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

Commercial Vehicle

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

Driver

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

Endorsement

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

Excess

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

Insurance Broker

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

Insured

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

Licence

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

Market Value

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

Motorised horsebox

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

Passenger

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

Period of Insurance

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

Policy

The documents consisting of:

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

Pollution or contamination

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

Private Car

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

Property

Physical property.

Proposal

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

Road

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

Schedule

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

Spouse

Your husband, wife or civil partner.

Statement of Fact

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

Territorial Limits

- (a) **United Kingdom**
- (b) any other member country of the European Union
- (c) any other country which has agreed to follow Article (8) of the EU Directive on Insurance of Civil Liberties arising from the use of motor vehicles (number 2009/103/EC)
- (d) any other country but only during any period for which **You** have requested and **We** have agreed to extend cover for the use of the **Vehicle** in that country

and while the **Vehicle** is being transported by land or sea between any of these countries.

Terrorism

any act, including the use of force or violence and/or the treat thereof, 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, including any action taken in controlling, preventing, suppressing any such act.

Trade Plate

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

Trailer

Any **unpowered vehicle** which is specifically designed to be towed by a powered motor **vehicle** which is insured by this **Policy** for the purpose of carrying goods, materials or livestock.

Implement(s)

Any agricultural implement or trailed agricultural or forestry machine designed to be towed by or attached to an **Agricultural Vehicle** which is insured by this **Policy**.

United Kingdom

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

Vehicle

Any **Agricultural Vehicle, Private Car, Motorised Horsebox** or **Commercial Vehicle** which is insured under this **Policy** and described in the **Schedule**.

Except when **You** have requested and **We** have agreed to provide cover the **Vehicle** does not include any motor vehicle registered outside **United Kingdom**.

We, Our, Us

Zurich Insurance plc

You, Your, Yours

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

Customer Information

Data Protection Notice

Who controls your personal information

This notice tells **You** how Zurich Insurance plc ('Zurich'), as data controller, will deal with your personal information. Where Zurich introduces **You** to a company outside the group, that company will tell **You** how your personal information will be used.

You can ask for further information about **Our** use of **Your** personal information or complain about its use in the first instance, by contacting **Our** Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

If **You** have any concerns regarding our processing of **Your** personal information or are not satisfied with **Our** handling of any request by **You** in relation to your rights, **You** also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

What personal information we collect about you

We will collect and process the personal information that **You** give **Us** by phone, e-mail, filling in forms, including on **Our** website, and when **You** report a problem with our website. **We** also collect personal information from **Your** appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide **You** with the services **You** have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. **We** will also collect information **You** have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that **We** require to fulfil our contractual or legal requirements unless **You** consent to provide additional information. The type of personal information **We** will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where **You** have requested other individuals be included in the arrangement, personal information about those individuals.

If **You** give **us** personal information on other individuals, this will be used to provide **You** with a quotation and/or contract of insurance and/or provision of financial services. **You** agree **You** have their permission to do so. Except where **You** are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the 'How **We** use **Your** personal information' section.

How we use your personal information

We and our selected third parties will only collect and use **Your** personal information (i) where the processing is necessary in connection with providing **You** with a quotation and/or contract of insurance and/or provision

of financial services that **You** have requested; (ii) to meet **Our** legal or regulatory obligations; or (iii) for our "legitimate interests". It is in **Our** legitimate interests to collect **Your** personal information as it provides **Us** with the information that **We** need to provide **Our** services to **You** more effectively including providing **You** with information about **Our** products and services. **We** will always ensure that **We** keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

Examples of the purposes for which **We** will collect and use **Your** personal information are:

1. to provide **You** with a quotation and/or contract of insurance;
2. to identify **You** when **You** contact **Us**;
3. to deal with administration and assess claims;
4. to make and receive payments;
5. to obtain feedback on the service **We** provide to **You**;
6. to administer **Our** site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
7. for fraud prevention and detection purposes.

We will contact **You** to obtain consent prior to processing **Your** personal information for any other purpose, including for the purposes of targeted marketing unless **We** already have consent to do so.

Who we share your personal information with

Where necessary, **We** will share the personal information **You** gave **Us** for the purposes of providing **You** with the goods and services **You** requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers;
- introducers and professional advisers;
- regulatory and legal bodies;
- survey and research organisations;
- credit reference agencies;
- healthcare professionals, social and welfare organisations; and
- other insurance companies

Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies;
- central government or local councils;
- law enforcement bodies, including investigators;
- credit reference agencies; and
- other insurance companies

How we use your personal information for websites and email communications

When **you** visit one of our websites **we** may collect information from **you** such as your email address or IP address. This helps **us** to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist **us** to provide **you** with a more tailored service. This allows **us** to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

How we transfer your personal information to other countries

Where **we** transfer your personal information to countries that are outside of the UK and the European Union (EU) **we** will ensure that it is protected and that the transfer is lawful. **We** will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

How long we keep your personal information for

We will retain and process your personal information for as long as necessary to meet the purposes for which it was originally collected. These periods of time are subject to legal, tax and regulatory requirements or to enable **us** to manage our business.

Your data protection rights

You have a number of rights under the data protection laws, namely:

- to access your data (by way of a subject access request);
- to have your data rectified if it is inaccurate or incomplete;
- in certain circumstances, to have your data deleted or removed;
- in certain circumstances, to restrict the processing of your data;
- a right of data portability, namely to obtain and reuse your data for your own purposes across different services;
- to object to direct marketing;
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on **you**;
- to claim compensation for damages caused by a breach of the data protection legislation.
- if **we** are processing your personal information with your consent, **you** have the right to withdraw your consent at any time.

We will, for the purposes of providing **you** with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where **we** have a legitimate interest, or **you** have consented to this.

What happens if you fail to provide your personal information to us

If **you** do not provide **us** with your personal information, **we** will not be able to provide **you** with a contract or assess future claims for the service **you** have requested.

Fraud prevention and detection

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

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

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

Claims history

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

We and other insurers may search these databases when **you** apply for insurance, when claims or potential claims are notified to **us** or at time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Motor Insurance Database

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

- a) electronic licensing;
- b) continuous insurance enforcement;

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

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

Persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds correct registration numbers for **your** vehicles. If incorrect details for any of **your** vehicles are shown on the MID **you** are at risk of having the relevant vehicle seized by the police. **You** can check that correct registration number details for **your** vehicles are shown on the MID at www.askmid.com.

Compensation Arrangements

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

Telephone: 020 7741 4100

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

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

Duration of cover

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

Items Required

The **Policy**, the application of any **Statement of Fact** made by **You**, any clauses endorsed on the **Policy**, the **Schedule** and the **Certificate of Motor Insurance**, form the contract of insurance between **You** and **Us**.

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

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

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

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

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

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

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

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

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

Cancelling Your Policy

Your Right to Cancel Your Policy during the cooling off period

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

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

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

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

Your Right to Cancel Your Policy after the cooling off period

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

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

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

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

We shall not be bound to accept any renewal of this **Policy**. **We** may at any time give 14 days' notice of cancellation by recorded delivery to **Your** last known address.

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

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

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

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

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

Complaints Procedures

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

We make every effort to ensure that the cover and service provided to **You** is clear, fair and not misleading.

However, should **You** ever wish to make a complaint about any part of **Your Policy** or **Our** service, please refer to the table below to help **You** reach the correct area quickly and easily.

Your complaint will be acknowledged promptly. **We** aim to resolve all complaints as quickly as possible but, if this will take longer than 10 working days from receipt, **We** will give **You** an expected date of response.

If it is not possible to reach an agreement, **You** may have the right to make an appeal to the Financial Ombudsman Service. **You** will need to contact them within 6 months of the date of **Our** final decision letter.

The Financial Ombudsman Service is an independent organisation that adjudicates on complaints about general insurance products. They will only consider complaints:

- once **We** have given **You** written confirmation of **Our** final decision or if **We** have not provided **You** with a final decision within 8 weeks of receiving **Your** complaint.
-
- if **Your** business has a turnover of less than EUR 2 million and fewer than 10 employees
- **You** are a charity with an annual income of less than GBP 1 million
- **You** are a trustee of a trust with a net asset value of less than GBP 1 million.

You may contact the Financial Ombudsman Service or obtain further information at:

Insurance Division
The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

<http://www.financialombudsman.org.uk>

Telephone: 0300 123 9 123 Fax: 0207 964 1001

Complaints Contact Details

Reason for complaint	Nature of complaint	Contact	Contact Details	If not resolved by the end of the next working day Your complaint will be passed to:
Advice or sales related	Any	Your Insurance Broker	Please refer to Your Insurance Broker correspondence	
Claims	Any	Your claims handler / administrator in the first instance	Email: ruralinsurance@agrival.com Customer Relations Department Agrival Limited Sceptre House Hornbeam Park Harrogate North Yorkshire HG2 8PB Tel: 01423 879 027	

Extent of Cover

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

- Comprehensive
All sections of the **Policy** apply.
- Third Party Fire and Theft
All sections of the **Policy** apply, except for sections 8, 9 and 10
Note that section 2 only applies to loss or damage caused directly by fire, self-ignition, lightning, explosion, theft or attempted theft.
- Third Party Only
All sections of this **Policy** apply, except for sections 2, 8, 9 and 10.

Your Cover

Section 1: Legal Liability to Third Parties

What is covered

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

- (a) accidental death or bodily injury to any third parties for an unlimited amount
- (b) loss of or damage to **Property** up to a maximum of
 - (i) £20,000,000 for any one claim or number of claims arising out of one event where the **Vehicle** is a **Private Car**.
 - (ii) £5,000,000 for any one claim or number of claims arising out of one event where the **Vehicle** is an **Agricultural Vehicle, Motorised Horsebox or Commercial Vehicle**.

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

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

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

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

What is not covered

We will not be liable

- (1) for any amount, **We** have not agreed to in writing
- (2) to pay any **Driver** unless that person holds a **Licence** to drive the **Vehicle** or has held and is not disqualified for holding or obtaining such a **Licence**, however this shall not apply when a **Licence** is not required by law.
- (3) to pay any person not driving but claiming cover if to their knowledge the person driving does not hold a **Licence** to drive the **Vehicle** unless they have held and is not disqualified for holding or obtaining such a **Licence**
- (4) for death or bodily injury to any of **Your** employees during the course of or arising out of their employment, except as necessary to meet the requirements of any road traffic legislation
- (5) for death or bodily injury to any person or loss of or damage to **Property** caused by or attributed to

- (a) any defect in or the action of any commodity or goods or anything including any packaging, container and label transported by or disposed of from the **Vehicle** or any vehicle not **Your Property** or provided by **You**
- (b) treatment given or services provided at or from the **Vehicle** or any other vehicle
- (6) for loss or damage to **Property** owned by or in the custody or control of any **Insured** or any person claiming cover under this section
- (7) for damage to **Property** being conveyed in or on the **Vehicle**
- (8) for loss or damage to any **Vehicle, Trailer** or broken-down vehicle
- (9) to pay any person other than **You** if that person is entitled to cover under any other policy
- (10) for death, bodily injury or illness of any person or loss of or damage to **Property** caused by or arising beyond the limits of any **Road** in connection with the loading or unloading of the **Vehicle** by anyone other than the **Driver** or attendant of such **Vehicle**
- (11) for damage to premises or to the fixtures and fittings contained in the premises which are not owned by **You** but occupied by **You** under a rental or lease arrangement if such damage is insured by another policy
- (12) for death or bodily injury to any person or loss of or damage to **Property** arising whilst any **Vehicle** or **Trailer** (excluding fork lift truck) or any plant forming part of a **Commercial Vehicle or Agricultural Vehicle** or attached to is operating as a tool of trade except as necessary to meet the requirements of any road traffic legislation
- (13) for death or bodily injury to any person or loss of or damage to **Property** arising whilst any **Vehicle** or **Trailer** is involved in the spraying or spreading of any chemical substances (but not fuel lime or fertilisers) unless such escape arises out of the collision or impact of such **Vehicle** with any other object or the overturning of such **Vehicle** except as necessary to meet the requirements of any road traffic legislation
- (14) for injury, loss or damage directly or indirectly caused by any **Pollution**, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including for example smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including material to be recycled, reconditioned or reclaimed) or **contamination** of any kind of the atmosphere or of any water, land, buildings or other **Property**
 - (a) unless caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the **Period of Insurance**
 - (b) any amount over £1,000,000 for any one event

except as necessary to meet the requirements of any road traffic legislation
- (15) for death or bodily injury to any person or loss of or damage to **Property** in connection with any **Vehicle** bearing a **Trade Plate** arising beyond the limits of any **Road** except when during the course of a journey it is temporarily garaged elsewhere than in or on any premises which **You** own or occupy
- (16) for any consequence whatsoever resulting directly or indirectly from or in connection with **Terrorism** regardless of any other contributory clause or event except as necessary to meet the requirements of any road traffic legislation

(17) for liability of whatsoever nature directly caused by or contributed to, by or arising from the **Vehicle** while in or on that part of any airport, airfield or military installation provided for

- (a) the take-off or landing of aircraft or the movement of aircraft or aerial devices on the ground
- (b) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas, hangars and the parts of passenger terminals of international airports which come within the Customs examination area or any part of the premises to which the general public do not have vehicular access

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

Section 2: Loss of or Damage to the Vehicle

What is covered

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

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

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

Audio Visual Communication or Guidance Equipment

In respect of any loss of or damage to any permanently fitted audio visual communication or guidance equipment that was not fitted as a standard accessory to the **Vehicle** at the time of its manufacture, **We** will only pay up to £1,000 after deduction of the **Excess** for any one claim.

Agricultural Vehicle Guidance Equipment

In respect of any loss of or damage to any portable navigation or communication equipment which must be in, on or attached to an **Agricultural Vehicle** which is covered under this **Policy**. **We** will only pay up to £20,000 after deduction of the **Excess** for any one claim.

Broken Windows and Windscreens

If the windscreen, window glass or sunroof in the **Vehicle** is broken **We** will pay for the cost to repair or replace it. **We** will also pay for the cost to repair any of the bodywork that has been damaged by the broken glass from the windscreen, windows or sunroof.

Where a replacement is not required **You** are responsible for paying the **Excess** £0 (£10 if either Auto Windscreens or Autoglass are not used, unless they are unable to repair the damage) towards each and every claim for repair of any windscreen, window or sunroof including resultant scratching of paintwork provided there has been no other loss to the **Vehicle**.

Where a replacement is required **You** are responsible for paying the **Excess** £75 (£125 if either Auto Windscreens or Autoglass are not used, unless they are unable to source a replacement) towards each and every claim for replacement of any windscreen, window or sunroof including resultant scratching of paintwork provided there has been no other loss to the **Vehicle**.

A payment made purely for a broken windscreen, window or sunroof will not prejudice **Your** No Claim Discount.

Loss of or theft of Keys

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

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

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

The total amount payable as a result of loss or theft of keys or lock transmitter will be limited to a maximum of £1000 for any one incident.

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

Recovery and Redelivery

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

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

Replacement Vehicle

If within 12 months of the first registration as new of any:

- (a) **Private Car**
- (b) **Commercial Vehicle** with a gross revenue weight of 7.5 tonnes or less

which is purchased new by **You** and is owned by **You** or held by **You** from new under a hire purchase leasing or contract hire arrangement and insured for loss or damage by fire, theft or accident damage and is:

- (a) lost by theft and not recovered (Comprehensive, Third Party Fire & Theft or Fire & Theft)
- (b) damaged to the extent that the cost of repairs will exceed 60% of the manufacturer's list price plus taxes immediately prior to such damage and the claim is settled as a total loss (Comprehensive only).

We will pay for the cost of purchasing a new replacement **Vehicle** of the same make and model provided that:

- (a) **You** request it
 - (b) any other interested party known to **Us** consents
- such a replacement is available in the **United Kingdom**.

What is not covered

We will not be liable for:

- (1) the first amount (in addition to any other **Policy Excess**) stated below of any claim for loss or damage while any **Vehicle** is being driven by or is in the charge of any person who is

(a) under 21 years of age	£250
(b) 21 to 24 years of age	£200
(c) at least 25 years of age and	
(i) holds a provisional Licence	£100
(ii) has held a full UK Licence for less than 12 months to drive a vehicle of the same class as the Vehicle	£100

This shall not apply to loss or damage caused whilst the **Vehicle** is in the custody or control of a motor trader for repair or service

- (2) loss of or damage to the **Vehicle** when unattended unless all windows, doors, roof openings or hood are closed and locked and all ignitions keys or other removable ignition device and keys or devices needed to lock the **Vehicle** are removed from the **Vehicle**
- (3) any depreciation in the **Market Value** of the **Vehicle** after or because of repairs
- (4) loss of use of the **Vehicle**
- (5) wear and tear being a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, lack of maintenance or damage which happens gradually over a period of time
- (6) mechanical, electrical, electronic or computer breakdowns, failures or breakages
- (7) damage to tyres caused by braking, punctures, cuts or bursts
- (8) any costs for importing parts or **Accessories** or storage costs caused by any delays where parts or **Accessories** are not available from current stock within the **United Kingdom**
- (9) any costs over the amount shown in the manufacturer's latest price guide, plus reasonable fitting costs for any lost or damaged parts or **Accessories** if such parts or **Accessories** are not available
- (10) loss of or damage to the **Vehicle** resulting from deception by a purported purchaser or their agent.
- (11) loss of or damage to any **Vehicle** bearing a **Trade Plate** arising beyond the limits of a **Road** except when during the course of a journey it is garaged elsewhere than in or on any premises which **You** own or occupy
- (12) the **Vehicle** being confiscated or destroyed by or under order of any government or public or local authority
- (13) loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- (14) loss of or damage to any radar or laser detection equipment.

Section 3: Principals Reimbursement

What is covered

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

What is not covered

We will not be liable for:

- (1) claims arising out of agreements unless a claim would have been accepted in any case
- (2) bodily injury to the principal for any amount for which **You** would not be liable in the absence of an agreement
- (3) death or bodily injury to any person in the employment of the principal arising out of and in the course of that person's employment by the person claiming
- (4) damage to **Property** owned by or in the care of the principal for any sum exceeding the amount required to pay the principal
- (5) death, injury or damage resulting from the negligence of any person other than **You** or **Your** employees

any person who does not comply with the terms of this **Policy** as far as they can apply.

Section 4: Unauthorised Movement

What is covered

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

- (a) an accident caused by or through or in connection with any motor vehicle not the **Property** of or hired under a hire purchase agreement to or leased under a vehicle leasing agreement or lent to **You** moved by a person in **Your** employment to facilitate the passage of the **Vehicle**

for loss or damage to any **Vehicle** which is being moved by a person in **Your** employ to facilitate the passage of the **Vehicle**.

What is not covered

We will not be liable:

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

Section 5: Contingent Liability

What is covered

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

What is not covered

We will not be liable:

- (1) if there is any other insurance covering the same liability
- (2) for loss of or damage to such motor vehicle

in respect of any motor vehicle registered outside the **United Kingdom**

Section 6: Cross Liabilities

What is covered

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

What is not covered

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

Section 7: Trailers, Implements and Disabled Vehicles

What is covered

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

1. Owned by **You**
2. Hired to **You** under a hire purchase agreement
3. Hired or borrowed on a temporary basis by **You**
4. Used solely for agricultural or forestry purposes or for any other use as agreed by **Us**
5. Specified in the **Schedule** declared to **Us** by identification mark or serial number when attached to or detached from the **Vehicle** (and not attached to another vehicle not insured by this **Policy**)
6. Not specified in the **Schedule** and valued below £100,000 attached or detached from the **Vehicle** (and not attached to any other vehicle not insured by this **Policy**)

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

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

What is not covered

We will not be liable:

- (1) when **Your Trailer** is attached to any vehicle other than the insured **Vehicle**
- (2) if the **Vehicle** is towing a greater number of **Trailers** than is allowed by law
- (3) if the **Vehicle** is towing a disabled mechanically propelled vehicle for hire or reward
- (4) for loss or damage to any disabled mechanically propelled vehicle
- (5) for loss or damage to any **Property** being carried in or on any **Trailer** or disabled mechanically propelled vehicle
- (6) for death, injury or damage due to the use of any mobile plant **Trailer** as a tool of trade (other than a **Trailer** used for agricultural or forestry purposes) except as necessary to meet the requirements of any road traffic legislation
- (7) if **Your Trailer** is a caravan, other than to pay **You** within the terms of section 1 of this **Policy** while the caravan is attached to the **Vehicle**
- (8) if any **Trailer** valued at £100,000 or more is not specified on the **Schedule**.
- (9) if any **Trailer** is used or modified for **Passenger** carriage unless specified on the **Schedule**.

Section 8: Personal Accident

Who is covered

You or **Your Spouse** (or their legal representative) or if the **Insured** is a partnership or limited company, any partner of that partnership or director of the company.

What is covered

We will pay up to £5,000 to in the event of them sustaining in connection with an accident involving the **Vehicle** bodily injury by accident external violent and visible means which independently of any other cause and within three calendar months of the accident results in:

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

What is not covered

We will not be liable for:

- (1) death or injury caused by suicide or attempted suicide
- (2) death or injury to any person convicted of driving whilst under the influence of drink or drugs at the time of the accident
- (3) death of or injury to any person not wearing a seatbelt when they must by law
- (4) where the same cover exists on more than one motor **Policy** with **Us**, **We** will only pay under one **Policy**

More than £10,000 in any one **Period of Insurance** for any one person

Section 9: Medical Expenses

What is covered

We will pay if any persons in **Vehicle** are injured as a result of the **Vehicle** being involved in an accident, the medical expenses arising in connection with such accident up to £250 for each person injured.

Section 10: Personal Belongings

What is covered

We will pay **You**, or at **Your** request, the owner of the **Property**, if any personal belongings are lost or damaged by fire, theft, attempted theft or accident while in or on the **Vehicle** by paying in cash the amount of loss or damage up to £500 for any one occurrence.

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

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**.

What is not covered

We will not be liable for:

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

Section 11: Service or Repair

What is covered

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

Section 12: Right of Recovery

What is covered

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

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

Section 13: Territorial Limits and European Travel

What is covered

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

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

- the **Vehicle** being normally garaged and used in **United Kingdom**.
- use of the **Vehicle** for visits to countries outside **United Kingdom**, being of a temporary nature, not exceeding 90 days 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**.

Customs Duty

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

Section 14: General Policy Exclusions

We shall not be liable in respect of:

1. Use and Driving

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

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

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

Provided always that:

- (a) the terms of the **Certificate of Motor Insurance** will otherwise apply

(b) in respect of the **Vehicle** other than any agricultural tractor or self-propelled agricultural or forestry machine the person driving is of an age to hold a **Licence** to drive the **Vehicle** on a **Road**.

2. War

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

3. Rallies, Competitions or Motor Trial

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

4. Earthquake

Any consequence of earthquake anywhere other than in **United Kingdom**. This exclusion shall not apply to section 1.

5. Radioactive Contamination

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

- (a) ionising radiations or radioactive **contamination** from any nuclear fuel or any nuclear waste arising from burning nuclear fuel
- (b) the radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment
- (c) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

6. Contractual Liability

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

7. Carriage of Passengers

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

- (a) the **Private Car** or **Commercial Vehicle** is made or altered to carry more than nine people including the **Driver**
- (b) **You** are carrying the **Passengers** as part of a business of carrying **Passengers**
- (c) **You** are making a profit from the payments **You** receive.

8. Vehicle Value Accumulation Limit

In respect of any **Vehicles** and/or any **Trailers** or **Implements** the cover provided by this **Policy** in respect of any loss due to fire, theft or damage shall not exceed £5,000,000 any one claim or series of claims relating to the same incident.

Section 15: General Policy Conditions

1. Cash Settlements

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

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

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

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

2. Claims

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

The Claims Line number is 01423 879 027.

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

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

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

We have full discretion over managing proceedings and settling claims.

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

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

3. Compliance with Policy Terms

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

4. Contractual right of Renewal (Tacit)

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

5. Non-Contribution

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

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

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

- (a) is the **Property** of or on hire or loan or leased to a person in **Your** employ
- (b) has not been provided by **You**
- (c) is being used in connection with **Your** business

and **We** have issued a **Certificate of Motor Insurance** to cover such **vehicle**.

6. Direct Right of Access

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

7. Discharge of Liability

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

8. Instalment Condition

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

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

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

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

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

9. Practical Precautions

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

10. Fair Presentation of the Risk

- a) At inception and renewal of this **Policy** and also whenever changes are made to it at **Your** request **You** must:
 - i) disclose to **Us** all material facts in a clear and accessible manner; and

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

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

11. Material Alteration

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

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

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

12. Fraudulent Claims

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

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

13. Compulsory Insurance

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

14. Sanctions

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

Section 16: No Claims Discount

Cover

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

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

No Claim Discount Protection

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

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

NCB Step Back Rules

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

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