



# Rural Insurance

## Rural Business Motor

Policy Wording

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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 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 combined, livestock, smallholders, farm motor, Rural business motor, equine and renewable energy.

**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](http://ruralinsurance.co.uk)

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

# What to do if you have an accident

In the event of any occurrence which may give rise to a claim, please contact 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](mailto: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](http://www.autowindscreens.co.uk). Autoglass can be contacted by: Telephone: 01663 308535 or at: [www.autoglass.co.uk](http://www.autoglass.co.uk).

Full details on **Our** claims procedures are available from **Our** website at [www.ruralinsurance.co.uk](http://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. It is based upon the truth of statements and answers in the **Statement of Fact**, or if there is no **Statement of Fact** contained within **Your Policy Schedule**, it will be based on information that **You** have provided to **Us** on the **Proposal**. 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 remind **You** that this contract of insurance is based on information contained within the **Statement of Fact** or **Proposal**. 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 take into account in **Our** assessment or acceptance of this insurance (see general condition 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 any modifications or re-enactment
- 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 (referred to as **We, Us or Our**) by Catlin Insurance Company (UK) Ltd. and in consideration of the appropriate premium having been paid, the said Insurer are 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 HG2 8RE

Rural Insurance Group Limited is authorised and regulated by the Financial Conduct Authority.

FCA register number 308358.

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

Catlin Insurance Company (UK) Ltd. is registered in England and Wales, registration number 05328622

Registered office address: 20 Gracechurch Street, London, EC3V 0BG

Catlin Insurance Company (UK) Ltd. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA register number 423308.

Website: <http://www.catlin.com/en/unitedkingdom>

**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.

A handwritten signature in black ink, appearing to read 'I. Barclay', is enclosed within a thin black rectangular border.

Ian Barclay  
Managing Director  
Rural Insurance Group Limited

# Customer Information

## Data Protection Notice

Please read this notice carefully as it contains important information about **Our** use of personal information. In this notice **We, Us** and **Our** mean Rural Insurance Group Limited and Catlin Insurance Company (UK) Ltd. Personal information means any information **We** have about **You** and the other people insured under **Your** policy such as any director, officer, partner or employee of **Your** business or any other person connected with **Your** business.

Please note that if **You** give **Us** any false or inaccurate information, this could give **Us** the right to avoid **Your** insurance policy or it could impact **Your** ability to claim.

### Sensitive information

Some of the personal information that **We** ask **You** to provide is known as “sensitive personal data”. This will include information relating to health issues, race, religion and any criminal convictions. **We** need to use this “sensitive personal data” to provide **You** with quotes, arrange and manage **Your** policy and to provide the services described in **Your** policy documents (such as dealing with claims).

### How we use **Your** personal information

**We** may share personal information with any holding company, subsidiaries and other linked companies for any of the purposes set out in this notice. **We** will use personal information to arrange and manage **Your** insurance policy, including handling underwriting and claims and issuing renewal documents and information to **Your Insurance Broker**. **We** will also use personal information to assess **Your** insurance application and provide information to credit reference agencies.

**We** may also share **Your** personal information with other insurers, statutory bodies, regulatory authorities, **Our** business partners or agents providing services on **Our** behalf and other authorised bodies.

**We** will share personal information with others:

- if **We** need to do this to manage **Your** policy with **Us** including settling claims
- for underwriting purposes, such as assessing **Your** application and arranging **Your Policy**
- for management information purposes
- to prevent or detect crime, including fraud
- if **We** are required or permitted to do this by law (for example, if **We** receive a legitimate request from the police or another authority)
- If **You** have given **Us** permission.

**You** can ask for further information about **Our** use of personal information. If **You** require such information, please write to **Our** Data Controller.

### Preventing and detecting crime

**We** may use personal information to prevent crime. In order to prevent crime, **We** may:

- check personal information against **Our** own databases
- share it with fraud prevention agencies. **Your** personal information will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **You** make an application to them for financial products (including credit, savings, insurance, stock broking or money transmission services). If such companies suspect fraud, **We** will share **Your** relevant personal information with them. The information **We** share may be used by those companies when making decisions about **You**. **You** can find out which fraud prevention agencies are used by **Us** by writing to **Our** Data Controller
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd and the Motor Insurance Anti-Fraud and Theft Register. **We** may pass information relating to **Your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers
- share it with the Motor Insurance Database (MID) which may be used to establish whether a driver is insured to drive a vehicle and/or for preventing or detecting crime. If **You** are involved in an accident in the UK or abroad, the MID may be searched to obtain relevant policy information. **You** can find out more at [www.mib.org.uk](http://www.mib.org.uk).

### Fraud

If **You**, or anyone acting for **You**, makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent statement or other device, **We** will not pay any part of **Your** claim or any other claim **You** have made or may make under this **Policy**. In addition, **We** will have the right to:

- (a) treat this **Policy** as if it never existed, or at **Our** option terminate this **Policy**, without returning any premium that **You** have paid
- (b) recover from **You** any amounts that **We** have paid in respect of any claim, whether such claim was made before or after the fraudulent claim

- (c) refuse any other benefit under this **Policy**.

### Dealing with others on **Your** behalf

To help **You** manage **Your Policy**, subject to answering security questions, **We** and any holding company, subsidiaries and other linked companies will deal with **You**, any director, officer, partner or employee of **Your Business** or any other person whom **We** reasonably believe to be acting for **You** if they call **Us** on **Your** behalf in connection with **Your Policy** or any claim relating to **Your** policy.

### Marketing

**We** may use personal information and information about **Your** use of **Our** products and services to carry out research and analysis. **We** will only use personal information to market **Our** products and services to **You** if **You** agree to this.

### Monitoring and recording

**We** record and monitor telephone calls for training purposes, to improve the quality of **Our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **Our** premises and the premises of any holding company, subsidiaries and other linked companies.

### Further information

**You** are entitled to receive a copy of any personal information **We** hold about **You**. If **You** would like to receive a copy, or if **You** would like further information on, or to complain about, the way that **We** use personal information, please write to our:

**Data Controller at Rural Insurance Group Limited, The Hamlet, Hornbeam Park, Harrogate HG2 8RE** giving **Your** name, address and insurance policy number. **We** are entitled to charge an administrative fee for providing this information.

If we change the way that **We** use personal information, **We** will write to **You** to let **You** know. If **You** do not agree to that change in use, **You** must let **Us** know as soon as possible.

## Motor Insurance Database

**You** shall supply details of all **Vehicles** whose use is covered by this **Policy** as is required by the relevant law applicable in the **United Kingdom** for entry on the Motor Insurance Database. Failure to do so may result in **You** being reported to the Motor Insurer's Bureau for non-compliance with the Motor Vehicles (Compulsory Insurance) (Information Centre and Compensation Body) Regulations 2003.

Information relating to this **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 and/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 and/or other services aimed at reducing the level and incidence of uninsured driving.

If **You** are involved in a road traffic accident (either in the **United Kingdom**, the European Economic Area or certain other territories), **We** and/or the MIB may search the MID to obtain the 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 **Your** correct registration number. If it is incorrectly shown on the MID the Insured is at risk of having the **Vehicle** seized by the Police. **You** can find out more about the MID at [www.mib.org.uk](http://www.mib.org.uk) and check the correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com).

### Compensation Arrangements

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

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 **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.

## Change in Circumstance

**You** must tell **Us** within 14 days of **You** becoming aware of any changes in the information **You** have provided to **Us** which happens before or during any *Period of Insurance*.

When **We** are notified of a change **We** will tell **You** if this affects **Your Policy**. For example **We** may cancel **Your Policy** in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **Your Policy** or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

# 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.

## **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.

## **Our Right to Cancel Your Policy**

**We** shall not be bound to accept any renewal of this **Policy**. **We** are entitled to cancel this **Policy**, if there is a valid reason to do so, including for example:

- (a) any failure by **You** to pay the premium
- (b) a change in risk which means **We** can no longer provide **You** with insurance cover
- (c) non-cooperation or failure to supply any information or documentation **We** request, such as details of a claim

by giving **You** fourteen (14) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless **You** have made a claim in which case the full annual premium is due.

**You** shall surrender this **Policy** and the **Certificate of Motor Insurance** to **Us** within seven (7) days from the taking effect of the cancellation. For electronic versions of these documents **You** are required to complete an electronic declaration of surrender for electronic **Certificates of Motor Insurance** which is available from **Us** on request.

## **Information You Have Given Us**

In deciding to accept this **Policy** and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this **Policy** as if it never existed
- (b) decline all claims
- (c) retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this **Policy** as if it never existed, refuse to pay any claim and return the premium **You** have paid, if **We** would not have provided **You** with cover
- (b) treat this **Policy** as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms
- (c) reduce the amount **We** pay on any claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

**We** will notify **You** in writing if (a), (b) and/or (c) apply.

If there is no outstanding claim and (b) and/or (c) apply, **We** will have the right to:

- I. give *You* thirty (30) days' notice that *We* are terminating this *Policy*
- II. give *You* notice that *We* will treat this *Policy* and any future claim in accordance with (ii) and/or (iii), in which case *You* may then give *Us* thirty (30) days' notice that *You* are terminating this *Policy*.

If this *Policy* is terminated in accordance with (I) or (II), *We* will refund any premium due to *You* in respect of the balance of the *Period of Insurance*.

# Complaints Procedures

**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.

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
- 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 EUR 1 million
- **You** are a trustee of a trust with a net asset value of less than EUR 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

**Your** statutory rights are not affected if **You** choose to follow the complaints procedure above. For further information about **Your** statutory rights, contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

## Complaints Contact Details

| Reason for complaint    | Nature of complaint | Contact  | Contact Details   | If not resolved by the end of the next working day <b>Your</b> complaint will be passed to:  |
|-------------------------|---------------------|--|---|--|
| Advice or sales related | Any                 | <b>Your Insurance Broker</b>                                     | Please refer to <b>Your Insurance Broker</b> correspondence   | customerrelations@ruralinsurance.co.uk<br><br>Customer Relations Department<br>Rural Insurance Group Limited<br>The Hamlet<br>Hornbeam Park<br>Harrogate HG2 8RE<br>Tel: 0333 400 9969 |
| Claims                  | Any                 | <b>Your</b> claims handler / administrator in the first instance | ruralinsurance@agrival.com<br><br>Customer Relations Department<br>Agrival Limited<br>Sceptre House<br>Hornbeam Park<br>Harrogate<br>North Yorkshire<br>HG2 8PB<br>Tel: 01423 879 027 |  |

# 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.

## **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 or Trailer** with one of a similar age, type, mileage and condition, immediately prior to the loss or damage occurring.

## **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**

**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.

### **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, partner 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.

### **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.

### **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 for the carriage of goods, materials or livestock.

### **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 **Private Car** or **Commercial Vehicle** which is insured under the **Policy** and described in a **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***

Rural Insurance Group Limited, registered address: Cast House,  
Old Mill Business Park, Gibraltar Island Road, Leeds, West  
Yorkshire, LS10 1RJ.

***You, Your, Yours***

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

# Extent of Cover

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

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

## What is not covered

- (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 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 eventexcept 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

### What is not covered

(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.

### 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.

**You** are responsible for paying the **Excess** £50 (£100 if either Auto Windscreens or Autoglass are not used, unless they are unable to source a replacement) towards each and every claim for damage to any windscreen, window or sunroof including resultant scratching of paintwork provided there has been no other loss to the **Vehicle**.

The **Excess** applies in relation to windscreen damage only if the glass is replaced rather than repaired.

A payment made purely for broken windows and windscreens will not prejudice **Your** No Claim Discount.

### 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

## What is covered

### 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
- (c) such a replacement is available in the **United Kingdom**.

- (10) loss of or damage to the **Vehicle** resulting from deception by a purported purchaser or their agent

## What is not covered

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

## Section 4: Unauthorised Movement

### What is covered

**We** will 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**
- (b) 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
- (3) in respect 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 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. 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**)
5. Not specified in the **Schedule** and valued below £5,000 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 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 £5,000 or more is not 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**
- (5) 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
- (6) **Property** insured under any other Policy.

## 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 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**, 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** 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** the cover provided by this **Policy** in respect of any loss due to fire, theft or damage shall not exceed £1,000,000 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:

- (a) **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
- (b) the information given to **Us** in the **Proposal** on which the contract is based on is complete and correct as far as **You** know.

### 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**.

### 6. Discharge of Liability

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

### 7. 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**.

### 8. 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.

# 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** 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 Yrs 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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