



# Rural Insurance

## Rural Business Motor

Policy Wording

**Rural Insurance** agricultural and rural insurance specialists

Tel: 0344 55 77 177

Fax: 01423 876 001

Email: [enquiries@ruralinsurance.co.uk](mailto:enquiries@ruralinsurance.co.uk)

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

## **Welcome to Rural Insurance Group Limited**

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

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

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

Rural Insurance Group Limited is registered in England and Wales.

Its Registered number is 2207611

Its Registered Office is The Hamlet, Hornbeam Park, Harrogate HG2 8RE

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

Its Financial Services Register number is 308358.

This can be checked on the Financial Services Register by visiting the FCA's website at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling the FCA on 0300 500 8082

## **Guide to the Rural Business Motor Vehicle Insurance Policy**

Contents	Page
Welcome to Rural Insurance Group	1
Contract of Insurance	2
Making a Claim	2
Law Applicable to Contract	3
Document of Insurance	4
Definitions	5
Policy Cover Index	8
Section 1 – Loss of or Damage to Your Vehicle	9
Section 2 – Personal Accident	11
Section 3 – Medical Expenses	12
Section 4 – Personal Belongings	13
Section 5 – Emergency Treatment	14
Section 6 – No Claim Discount	15
Section 7 – Glass	17
Section 8 – Replacement Locks	18
Section 9 – Foreign Use	19
Section 10 – Liability to Third Parties	20
Section 11 – Towing Disabled Vehicles	23
General Exceptions	24
General Conditions	26
Data Protection	31
Complaints Procedure	31
Compensation Arrangements	31

## Your Contract of Insurance

The term **Policy** means **Our** contract of insurance with **You** providing cover as detailed in this document. The **Policy** 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 upon the truth of statements and answers in the **Proposal**, and if anything referred to shall be untrue, **We** reserve our right to alter the terms of this **Policy**.

**Your Statement of Fact** or **Proposal**, the **Policy Schedule** and **Certificate of Motor Insurance** form part of the contract. They must be read together with this **Policy** booklet and any word or expression to which a specific meaning has been given has the same meaning wherever it appears. Please keep all **Your** documents in a safe place.

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 modification or re-enactment thereto
- Any heading in this **Policy** is for ease of reference and does not affect its interpretation.

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

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

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

## Making a Claim

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

1. Give **Your** own name and address and details of **Your** insurer and policy number to any other parties involved.
2. Obtain the names, addresses, insurance details and vehicle licence plate numbers of any other drivers and vehicles involved.
3. Obtain the names and addresses of all witnesses, injured persons and occupants of the other vehicles.
4. If anybody sustains bodily injury the incident must be reported to the **Policy**.
5. Do not admit to any liability or fault or make any offer or promise about a claim unless **You** have **Our** written permission.
6. Do not sign any statement or reports about the incident except to the **Policy** or **Your** insurance broker.
7. Immediately report the matter to **Your** insurance broker, details of which can be found on the **Policy Schedule** or alternatively **You** can report **Your** claim directly to Agrical Limited **Our** appointed Chartered Loss Adjusters by: Telephone 01423 879027 Fax 01423 878838 Email [ruralinsurance@agricol.com](mailto:ruralinsurance@agricol.com).  
**We** also ask that **You** mention any documents or letters **You** receive in connection with the incident, to **Your** contact.

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

1. Telephone **Your** insurance broker, details of which can be found on the **Policy Schedule** or alternatively **You** can report **Your** claim directly to Agrical Limited **Our** appointed Chartered Loss Adjusters by: Telephone 01423 879027 Fax 01423 878838  
Email [ruralinsurance@agricol.com](mailto:ruralinsurance@agricol.com).
2. They will check **Your** level of cover and advise **You** as to what will happen next.
3. 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.
4. Full details on **Our** claims procedures are available from the Rural Insurance Group website at [www.ruralinsurance.co.uk](http://www.ruralinsurance.co.uk).

### **Telephone Recording**

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

### **Law Applicable to Contract**

#### **Choice of Law**

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

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

**Document of Insurance**

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

A handwritten signature in black ink, appearing to read 'I. Barclay', is written over a vertical line that serves as a signature line.

Ian Barclay  
Managing Director  
Rural Insurance Group Limited

## **Definitions**

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

### **Accessories**

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

### **Airside**

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

### **Certificate of Motor Insurance**

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

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

### **Endorsement**

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

### **Excess**

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

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

### **Fire**

Fire, self-ignition, lightning and explosion.

### **Hazardous Locations**

- Power Stations
- Nuclear installations or establishments
- Refineries, bulk storage or production premises in the oil, gas or chemical industries
- Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries
- Ministry of Defence premises/Military bases

### **High Category Hazardous Goods**

Any goods which have to be carried in accordance with the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2005, the Carriage of Dangerous Goods by Road Regulations 1996, the Radioactive Materials (Road Transport) (Great Britain) Regulations 1996 and any other legislation of similar intent.

### **Ignition Keys**

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

### **The Insured/You/Your/Policyholder**

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

### **Insurer/We/Us/Our/Underwriter**

Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, S053 3YA.

*With effect from 1<sup>st</sup> October 2013 the registered address of Ageas Insurance Limited is Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA*

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

### **Market Value**

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

### **Period of Insurance**

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

### **Personal Belongings**

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

### **Policy Schedule**

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

### **Proposal**

**Proposal** means 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 Traffic Act**

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

### **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 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**

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

## **Terrorism**

**Terrorism** as defined in the Terrorism Act 2000

## **Theft**

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

## **Vehicle**

Any **Vehicle** described on the **Certificate of Motor Insurance** and in the **Policy Schedule** as an insured **Vehicle** and as defined or described below:

1. **Private Car** means any private car, estate or utility car and shall include **Trailers**
2. **Commercial Vehicle** means any goods carrying commercial vehicle or minibus and shall include **Trailers**
3. **Horsebox** means any mechanically propelled vehicle for the carrying of horses (only) and for social, domestic and pleasure purposes only
4. **Trailer** means any **Trailer** or mobile plant attached to or detached from the insured **Vehicle** (and not attached to any vehicle insured elsewhere) which belongs to **You** or for which **You** are responsible which is:
  - a) Unspecified – being a **Trailer** used solely for **Your** Business purposes as declared to **Us** and the **Market Value** of which is £3500 or less
  - b) Specified – being a **Trailer** which has been declared to **Us**

Provided that

- (i) No **Trailer** is designed for self-propulsion
- (ii) The expression '**Trailer**' does not include a horse/animal trailer, working tool trailer, refrigerated trailer, a food dispensing trailer, exhibition trailer, caravan or disabled mechanically propelled vehicles
- (iii) The cover afforded to the **Trailer** will not exceed that of the **Vehicle** to which it is attached or temporarily detached
- (iv) **Our** liability shall not exceed the **Market Value** of the **Trailer** or the sum insured whichever is the less

## **Your Partner**

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



## Policy Cover Index

### **Cover**

Comprehensive

Third Party **Fire & Theft**

Third Party Only

**Fire & Theft**

### **Sections**

All Sections are operative

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

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

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

## **Section 1 – Loss of or Damage to Your Vehicle**

### **Cover**

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

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

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

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

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

If **We** know that **You** are still paying for the **Vehicle** under a hire purchase agreement, **We** will pay any agreed claims settlement to the owner described in that agreement. Any balance between this amount and the **Market Value** of the **Vehicle** will then be paid by **You**.

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

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

### **New Vehicle Replacement**

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

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

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

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

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

## Exceptions to Section 1

We will not pay for

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

## Excesses

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

In addition the following **Excesses** apply:

The person driving the **Vehicle** is

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

Note: Cover for **Horseboxes** is restricted to drivers aged 25 years old and over.

Where the mileage for a **Horsebox** declared to underwriters is exceeded, then an additional £500 excess will apply.

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

## VAT

If **You** are registered or partially registered for VAT (Value Added Tax) **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.

## **Section 2 – Personal Accident**

### **Cover**

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

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

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

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

If **You** or **Your** husband or wife or civil partner have any other policies with us in respect of any other **Vehicle** or **Vehicles** the injured person will only be able to obtain compensation for their injuries under one **Policy**.

### **Exceptions to Section 2**

This personal accident insurance does not cover:

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

### **Section 3- Medical Expenses**

#### **Cover**

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

## **Section 4 – Personal Belongings**

### **Cover**

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

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

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

### **Exceptions to Section 4**

**We** will not pay for:

1. money, credit or debit or charge cards, cheques, telephones and other communication equipment, radar and laser detection equipment, stamps, tickets, documents or securities.
2. goods or samples carried in connection with any trade or business.

## **Section 5 – Emergency Treatment**

### **Cover**

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

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

## **Section 6 – No Claim Discount**

### **Cover**

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

#### **Private Car**

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

#### **Commercial Vehicle**

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

#### **Horsebox**

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

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

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



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

#### Private Car

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

#### Commercial Vehicle

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

#### Horsebox

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

#### No Claim Discount Protection

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

## **Section 7 – Glass**

### **Cover**

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

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

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

### **Exceptions to Section 7**

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

This excess for glass:

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

## **Section 8 – Replacement Locks**

### **Cover**

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

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

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

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

### **Exceptions to Section 8**

1. Any amount exceeding £500
2. **Ignition Keys** left in or on the **Vehicle**
3. **Ignition Keys** taken by members of **Your** family or people living at the same address as **You**.

## **Section 9 – Foreign Use**

### **Cover**

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

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

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

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

### Cover includes

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

## **Section 10 – Liability to Third Parties**

### **Cover**

**We** will indemnify **You** in respect of compensation **You** are liable to pay and all other costs and expenses incurred with **Our** written consent arising from death or bodily injury or damage to third party property, subject to the Limits of Indemnity shown below.

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

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

### Limits of Indemnity

1. Death or bodily injury to third parties unlimited
2. Damage to third party property where **Your Vehicle** is a **Private Car** (including Claimants costs and expenses and any other Costs and expenses) £20,000,000
3. Damage to third party property where **Your Vehicle** is a **Commercial Vehicle** or an agricultural **Vehicle** (including Claimants costs and expenses and any other costs and expenses) £5,000,000

The amount payable under 2. and 3. above is limited to £1,000,000 (including Claimants costs and expenses and any other costs and expenses) while **Your Vehicle** is:

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

The amount payable under 2. and 3. above is limited to £1,000,000 (including Claimants costs and expenses and any other costs and expenses) for any one pollution or contamination event.

The maximum amount payable under 2. and 3. above in respect of **Terrorism** where **We** are liable under the **Road Traffic Acts** will be the minimum amount required by the **Road Traffic Acts**.

### Liability of other persons driving or using the **Vehicle**

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

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

### **Indemnity to Legal Personal Representatives**

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

### **Cost and Expenses**

For any event where **We** provide Insurance under this Section, **We** will pay:

- solicitors' fees to represent anyone **Insured** under this Section at a Coroners' Inquest or Fatal Accident Inquiry
- for the defence in any Court of Summary Jurisdiction
- (if **You** ask **Us** and **We** agree) the cost of legal services to defend a charge of manslaughter or causing death by reckless or dangerous driving
- any other costs and expenses which **We** agree in writing

### **Corporate Manslaughter and Corporate Homicide Act 2007**

If arising out of the use of the **Vehicle** it is involved in an accident or an accident occurs in direct connection with the loading or unloading thereof **We** will at **Our** own option arrange legal services and with **Our** written consent **We** will pay:

The cost of legal expenses in respect of the defence of criminal proceedings including any appeal against a conviction arising from such criminal proceedings or allegations of corporate manslaughter or corporate homicide made against **You** or any other **Insured** party:

Provided always that:

- a) the offence alleged was committed during the **Period of Insurance** and in the course of business
- b) the offence alleged was committed in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) You must notify **Us** immediately of any legal process served on **You**

**We** exclude and shall not be liable for:

- a) fines or penalties
- b) any amount in excess of £1,000,000
- c) any deliberate or intentional act which gives rise to a charge of corporate manslaughter or corporate homicide
- d) any circumstances where You or any other insured party is entitled to indemnity under another insurance

### **Application of indemnity limits**

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

## Exceptions to Section 10

We will not pay for:

1. any claim if any person indemnified under this Section fails to observe the terms, exceptions and conditions of this **Policy** as far as they apply, or if they are entitled to claim payment of indemnity under any other **Policy**.
2. death or bodily injury to any employee of the person claiming indemnity which arises out of, or in the course of, such employment if insurance cover in respect of liability for such death or injury is provided as a requirement of any compulsory employers liability legislation within the **Territorial Limits**.
3. loss of or damage to property belonging to or in the care of any person claiming to be indemnified under this Section.
4. loss of or damage to any **Vehicle** where cover in connection with the use or driving of that **Vehicle** is provided by this Section.
5. loss, damage, death or bodily injury caused or arising beyond the limits of any carriage way or thoroughfare in connection with anyone other than the driver or attendant of the **Vehicle** either bringing a load to the **Vehicle** for loading on to it or taking a load away from the **Vehicle** having unloaded it.
6. death, bodily injury or illness of any person caused by food poisoning, anything harmful contained in any goods supplied, or any harmful or defective treatment given at or from the **Vehicle**.
7. loss, damage, death or bodily injury arising out of the operation as a tool of the **Vehicle** or forming part of the **Vehicle** or attached thereto except where such liability is required to be covered under the **Road Traffic Acts**.
8. any consequence whatsoever resulting directly or indirectly from or in connection with **Terrorism** regardless of any other contributory cause or event except where such liability is required to be covered by the **Road Traffic Acts**.
9. loss, damage, death or bodily injury whilst the **Vehicle** is being used **Airside** except where such liability is required to be covered by the **Road Traffic Acts**.
10. any claim for death of or bodily injury to a person or loss of or damage to property directly or indirectly caused by:
  - (a) delivery of a load where such delivery was not authorised, not ordered or unlawful
  - (b) delivery whether correctly or incorrectly carried out to **Your** customer, of goods which do not conform strictly to the specification of or the order for the goods made by such customer.
11. any claim for death of 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**.

## **Section 11 – Towing Disabled Vehicles**

### **Cover**

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

### **Exceptions to Section 11**

**We** will not pay for loss of or damage

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



## **General Exceptions**

**We** will not pay for:

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

**We** will not withdraw this cover,

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

4. Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:
  - (a) War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
  - (b) Any action taken in controlling, preventing, suppressing or in any way relating to (a) above except so far as is necessary to meet the requirements of the **Road Traffic Acts**.
5. Any accident, bodily injury, loss or damage if **Your Vehicle** is registered outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
6.
  - (a) any accident, injury, loss, damage or liability for death of or bodily injury to any person or damage to property directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly 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) all pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
  - (c) this exception shall not apply in circumstances where it is necessary to meet the requirements of the **Road Traffic Acts** or any applicable UK or EU law or directive.

## **General Conditions**

### **Arbitration**

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

### **Cancelling Your Policy**

#### **Your Right to Cancel**

**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.

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.

Alternatively if **You** wish to do so and the insurance cover has already commenced, **You** will be entitled to a refund of the premium paid for which a deduction may apply at **Our** discretion for the time for which **You** have been covered. This will be calculated as a proportion of the time for which **You** received cover and may also at **Our** discretion include an administrative charge to cover the administrative cost of providing the **Policy**.

#### **Our Rights to Cancel (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**. This termination will be without prejudice to any rights or claims of **The Insured** or the Company prior to the expiration of the cancellation notice.

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

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

### **Claims Procedure**

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

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

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

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

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

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

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

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

### **Change of Vehicle**

If **You** change the **Vehicle** **You** should notify **Us** immediately. **We** will not be liable under this **Policy** until **We** have been notified and issued an appropriate **Certificate of Motor Insurance**. Once **We** have been advised of the change of **Vehicle** **We** will advise **You** of any change in **Your** premium or in the terms of cover.

### **Subjectivity**

The **Policy**, the application of any statement of fact made by **You**, any clauses endorsed on the **Policy**, the **Policy 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, at **Our** option:

- (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:

- (i) **You** have the right to cancel this policy from a date agreed by **You** and **Us** and, providing no claims have been made, **We** will refund a proportionate part of the premium paid for the unexpired period of cover.

- (ii) **We** may, at **Our** option, exercise **Our** right under the **Policy** cancellation condition.

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

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

### **Credit Agreement**

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

### **Fraud**

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

**We** may at **Our** option

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

### **Material Facts**

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

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

### **Other insurance**

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

### **Your duty to prevent loss or damage**

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

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

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

## Direct Right of Access

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**.

## Motor Insurance Database.

If **You** are not advised by **Us** that it is **Your** responsibility to maintain **Your Vehicle** details on the Motor Insurance Database (MID) **You** must supply to **Us** details of any **Vehicle** whose use is insured under this **Policy** as required by the relevant law applicable within Great Britain and Northern Ireland for entry on the Motor Insurance Database.

**Your Policy** details will then be added to the Motor Insurance Database (MID). The Motor Insurance Database (MID) is run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA or DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purposes of establishing whether a driver's use of the **Vehicle** is likely to be covered by a motor insurance policy and/or for preventing or detecting crime. If **You** are involved in an accident in the UK or abroad, other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant policy information. Persons 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.

**You** can find out more about the Motor Insurance Database and its use by visiting [www.miic.org.uk](http://www.miic.org.uk).

## Failure to maintain the Motor Insurance Database

If **You** are advised by **Us** that it is **Your** responsibility to maintain **Your** vehicle details on the Motor Insurance Database (MID) then **You** should update the MID immediately upon any changes, additions or deletions to **Your Vehicle** Schedule. The impact upon **You** for failing to maintain **Your Vehicle** Schedule on the MID is that **You** may be liable for a fine of up to £5,000 for failing to comply with a **Road Traffic Act** obligation.

## Car sharing and insurance

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

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

## Important

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

## Data Protection

Please read this notice carefully as it contains information about Rural Insurance Group and the Insurer's use of personal information. In this notice personal information means any information **We** hold about **You** and any information **You** give **Us** about anyone else. **You** must ensure that all personal information **You** provide is accurate and complete.

All personal information that **You** provide will be treated as private and confidential (even when **You** are no longer a customer), except as stated below.

By taking out this Policy, **You** are confirming that Rural Insurance Group, the **Insurers** and any holding company, subsidiaries and other linked companies may use **Your** personal information for the purposes explained below.

### DATA PROTECTION ACT 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

## Complaints Procedure

It is always **Our** intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim you should follow the Complaints Procedure below:

Complaints regarding:

## SALE OF THE POLICY

Please contact the intermediary who arranged the **Policy** on **Your** behalf.  
If **Your** complaint about the sale of **Your Policy** cannot be resolved by the end of the next working day, **Your** intermediary will pass it to:

Customer Relations Department  
Rural Insurance Group Limited  
The Hamlet  
Hornbeam Park  
Harrogate  
HG2 8RE  
Tel: 0333 400 9969  
Email: [customerrelations@ruralinsurance.co.uk](mailto:customerrelations@ruralinsurance.co.uk)

## CLAIMS

Please contact **Your** claims handler. **You** will find the claims handler's name, phone number or email address on any letters they have sent **You**.  
In all correspondence please state that **Your** insurance is provided by Rural Insurance Group Limited and quote the details of **Your Policy**, the name of the **Insured**, **Policy** Number and departmental references.

If **Your** complaint about **Your** claim cannot be resolved by the end of the next working day, **Your** claims handler will pass it to:

Customer Relations Department  
Rural Insurance Group Limited  
The Hamlet  
Hornbeam Park  
Harrogate  
HG2 8RE  
Tel: 0333 400 9969  
Email: [customerrelations@ruralinsurance.co.uk](mailto:customerrelations@ruralinsurance.co.uk)

If **You** cannot settle **Your** complaint with the **Insurer**, **You** may be entitled to refer it to the Financial Ombudsman Service (FOS). Further information is available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

**You** can contact the Ombudsman at:

Insurance Division  
Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E1 4SR  
Phone 0300 123 9 123                      Fax 0207 964 1001

### **Compensation Arrangements**

Rural Insurance Group Limited and Ageas Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).



Authorised and regulated by the Financial Conduct Authority

**Rural Insurance** agricultural and rural insurance specialists

---

The Hamlet  
Hornbeam Park  
Harrogate  
HG2 8RE