iFARM

# MOTOR

## Policy Wording

ifarmunderwriting.co.uk

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# IFARM MOTOR POLICY WORDING

Thank you for choosing iFarm Underwriting for **Your** Motor **Policy**. iFarm offers a range of specialist insurance products to meet the needs of businesses and are passionate about providing exceptional service to **You** when **You** need it. iFarm's specialist expertise and passion is supported by our partnership with leading insurers and this **Policy** is a contract between **You** and the insurers (**Us**) as declared in the **Schedule**.

iFarm Underwriting is a trading name of iFarm Management Ltd who is an Appointed Representative of Consilium Insurance Brokers Limited, authorised and regulated by the Financial Conduct Authority, Firm Reference Number 306080.

**You** can check the FCA website at www.fca.org.uk which includes a register of all the firms they regulate.

# CONTRACT OF INSURANCE

Your policy is administered by iFarm Underwriting and underwritten by Accelerant Insurance UK Limited.

Accelerant Insurance UK Limited is registered in England and Wales with company number 03326800 and has its registered office at One Fleet Place, London, England, EC4M 7WS. Accelerant Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Reference number 207658).

The information **You** or **Your** representative have supplied has been relied upon by **Us** in offering the contract of insurance.

This **Policy** document, **Certificates of Motor Insurance**, **Schedule** and any **Endorsements**, form the contract of insurance between **You** and **Us** and they must be read together as one contract.

The covers applicable to **Your** insurance are specified on the **Schedule**.

It is important that **You** read it carefully to make sure it meets **Your** requirements.

If it does not, or if **Your** requirements change, **You** should contact **Your** insurance adviser at **Your** earliest opportunity.

In consideration of the premium **You** have paid or have agreed to pay **We** will insure **You** against liability, loss or damage to property resulting from an accident or event occurring during the **Period Of Insurance** arising out of the use of the **Insured Vehicle** in accordance with the terms, conditions and exclusions of this **Policy**.

Where a word appears in **bold** text, please refer to General Definitions of this **Policy**.

# HELPLINES

## IFARM UNDERWRITING CARE LINE

For claims conditions and **Our** requirements for making a claim, please refer to General Condition 4 of **Your Policy**.

In the event of an incident involving a vehicle covered by this **Policy**, telephone the iFarm Underwriting Farm Motor Careline on **0203 978 2870 (Option 3)** as soon as possible. **Our** Farm Motor team will record the details of the incident and advise **You** of the next steps in the process.

Please provide **Us** with the following information:

- **Policy** Number, **Your** name, driver's name
- **Vehicle** make, model and registration number
- Nature of incident
- Name and address of the other driver, their insurance company, policy number and car registration number
- Police incident number if applicable (this is a requirement for malicious damage and or theft claims)
- Accident police reference number (if police attended the scene)

## WHAT SHOULD I DO IN THE EVENT OF AN ACCIDENT?

- Do get as much information as **You** can as soon as possible.
- Do ask the other drivers involved for their names, addresses and telephone numbers.
- Do ask for the name of their insurers and if possible their policy or certificate number.
- Do send **Us** any letters or documents **You** receive in connection with the accident before **You** reply to them.
- Do make a note of the vehicle registration numbers, along with the make, model and colour of the other vehicle/s involved. Also note all the relevant details such as weather conditions.
- Do make a note of any injuries or damage to other property.
- Do make a note of the number of passengers in the other driver's vehicle.
- Do ask for the names and addresses of any witnesses before they lose interest and leave the scene.
- If the police attend the scene, obtain the address of the police station and if possible their reference number.
- Do contact the iFarm Underwriting Farm Motor Careline on **01908 300 439** as soon as possible to report the matter, even if you don't intend to make a claim.
- Don't discuss at the scene whose fault the accident seems to have been.
- **You** and any person, company or firm insured by this **Policy** must not admit liability for any loss or damage, or make any offer to pay any claim.
- Don't forget to record the details of damage caused to any property or injury to anyone involved.

## WHAT SHOULD I DO IF MY VEHICLE IS STOLEN?

- Call the police immediately and obtain a crime reference number
- Contact the iFarm Underwriting Farm Motor Careline on **0203 978 2870 (Option 3)** to report the matter to **Us**
- If **Your Vehicle** has been stolen and not recovered **We** will need the following documents/items so please make sure **You** have these to hand:

  - Vehicle Registration Document (V5 or Log book)
  - Current MOT Certificate
  - Purchase Receipt
  - All sets of keys for the vehicle

If **Your Vehicle** is recovered at any stage, either before or after **We** have issued a settlement cheque, please contact **Us** immediately with details of its location. This will enable **Us** to move **Your Vehicle** to one of **Our** agents. Failure to do this may result in **You** becoming liable for any towing and storage charges.

## COURTESY VEHICLE

Where the **Insured Vehicle** being a **Private Car** or **Commercial Vehicle** (up to 3500 Kilograms Gross Weight), suffers loss or damage for which cover is provided by this **Policy**, **We** will provide a courtesy vehicle (a small category A car or a van being below 3500 Kilograms Gross Weight) for the duration of the period **Your Vehicle** is being repaired by a iFarm Underwriting approved repairer subject to availability.

All courtesy vehicles will have Comprehensive cover under **Your Policy** for the period of the loan and will be subject to the **Policy** Terms, Conditions and Exclusions.

**We** will not provide a courtesy vehicle where **Your Vehicle** is a total loss, or where the Gross Weight is more than 3500 Kilograms.

# INTRODUCTION

**Each Section of this Policy, the Schedule, the Certificate of Motor Insurance and any Endorsement, together with this Introduction, Customer Information and the General Definitions, General Conditions, and General Exclusions shall be read as one document.**

Any word or expression given a specific meaning in:

1) the **Schedule**, the **Certificate of Motor Insurance** and **Policy Endorsement**, or this Introduction, the Customer Information and the General Definitions, Conditions and Exclusions shall have the same meaning throughout the **Policy** unless **We** state otherwise
2) an individual Section or any Section **Endorsement** shall only have the same meaning throughout such Section or **Endorsement** unless **We** state otherwise

Any such word or expression given a specific meaning shall be highlighted with a leading capital letter and in bold text within the **Policy** wording.

In return for **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will insure **You**, subject to the terms contained in or endorsed on the **Policy**, in respect of loss damage or liability or pay other benefits which fall within the operative Sections of this **Policy**, provided that the loss, damage or injury which gives rise to the claim occurs during the **Period of Insurance**.

The **Schedule** shows the Sections of the **Policy** that are operative.

## IMPORTANT

This **Policy** is a legal contract.

**You** have a duty to make a fair presentation of the risk which is covered by this **Policy**. Therefore **You** should ensure that any information **You** have provided to **Us** and the content of any application form, declaration and / or **Statement of Fact** is accurate and complete. Where **You** have provided **Us** with information which relates to matters of **Your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **You** acted in good faith when **You** provided **Us** with such information. If **You** do not comply with **Your** duty to make a fair presentation of the risk, **Your Policy** may not be valid or the **Policy** may not cover **You** fully or at all.

**You** must also tell **Us** about any facts or changes which affect **Your** insurance and which have occurred either since the **Policy** started or since the last renewal date.

If **You** are not sure whether certain facts are relevant please ask **Your** insurance broker. If **You** do not tell **Us** about relevant changes, **Your Policy** may not be valid or the **Policy** may not cover **You** fully or at all.

**You** should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** insurance broker.

## HOW TO CANCEL YOUR POLICY

If **You** do not want to accept the **Policy You** have the right to cancel it within 14 days from the date of purchase of **Your Policy** or the day **You** receive **Your Policy** documentation, whichever is later. To do this **You** must give instruction to cancel to **Your** broker.

If cover has not yet started a full refund will be given. If cover has started **We** will refund the premium for the exact number of days left on the **Policy**, less an additional charge of £25 plus the prevailing rate of Insurance Premium Tax as stated on **Your Policy Schedule**. No refund will be given if a claim has been submitted or if there has been any incident likely to give rise to a claim during the current **Period of Insurance**. **We** will also do this if **You** want to cancel the **Policy** within 14 days after the renewal date. **You** may cancel the **Policy** at any other time by giving instruction to **Your** broker.

If **You** cancel **Your Policy** after 14 days and a claim has been submitted or if there has been any incident likely to give rise to a claim during the current **Period of Insurance**, **We** will not refund any part of the premium.

If no claims have been submitted and there have been no incidents that are likely to give rise to a claim during the current **Period of Insurance**, **We** will refund the premium for the exact number of days left on the **Policy** less an additional charge of £25 plus the prevailing rate of Insurance Premium Tax as stated on **Your Policy Schedule**.

For **Our** rights to cancel **Your Policy** please see the Cancellation Condition under the General Conditions section of this **Policy** document.

## MOTOR INSURANCE DATABASE

Information relating to **Your** insurance **Policy** will be added to the Motor Insurance Database (MID), managed by the Motor Insurers' Bureau (MIB). The police, the DVLA, the DVA, the Insurance Fraud Bureau and certain other authorised organisations may use the MID and the information stored on it for purposes including:

- electronic licensing;
- continuous insurance enforcement (to reduce the number of people driving without insurance);
- enforcing the law (preventing, detecting, cautioning or prosecuting offenders); and
- providing government services or other services aimed at reducing the number of uninsured drivers.

If **You** are involved in a road traffic accident (either in the **United Kingdom**, the EEA or certain other territories), insurers and the MIB may search the MID for relevant information.

People (including citizens of other countries) making an insurance claim following a road traffic accident (and their appointed representatives) may also get relevant information which is held on the MID. **You** can find out more about this from **Us**, or at www.mib.org.uk

It is vital that **Your** correct registration number is shown on the MID. If it is not, **You** are at risk of having **Your Vehicle** seized by the police. **You** can check that **Your** correct registration number is shown on the MID at www.askmid.com

## CHOICE OF LAW

The parties to an insurance contract are free to choose the law that will apply. Unless **We** agree in writing with **You** otherwise, this insurance shall be subject to the law applying in that part of the **United Kingdom**, Channel Islands or Isle of Man where **You** have **Your** principal place of business. If there is any dispute, the law of England and Wales shall apply.

## NO CLAIM DISCOUNT

A no claims discount (NCD) does not apply and cannot be earned under this insurance where the **Insured Vehicle** is an **Agricultural Vehicle**, **Special Type Vehicle**, **Trailer** or **Implement**.

If **You** renew **Your** insurance with **Us**, **You** will be entitled to a discount from the renewal premium in accordance with **Our** scale of no claim discount applicable at that time, provided that no claim has arisen or is pending during the last **Period of Insurance**.

If **We** have allowed an introductory no claim discount, this discount will be lost entirely where a claim has arisen or is pending during the last **Period of Insurance**.

| | | Number of Claims and reduction in NCD | | | | |
|---|---|---|---|---|---|---|
| | | None | 1 | 2 | 3 | 4 or more |
| NCB Years | NCB% | Step-back NCD applicable | | | | |
| 0 | 0 | 1 | 0 | 0 | 0 | 0 |
| 1 | 35% | 2 | 0 | 0 | 0 | 0 |
| 2 | 40% | 3 | 0 | 0 | 0 | 0 |
| 3 | 50% | 4 | 1 | 0 | 0 | 0 |
| 4 | 60% | 4 | See Section PNCD Below | | | |

## PROTECTED NO CLAIM DISCOUNT (PNCD)

A protected no claims discount does not apply under this insurance where the **Insured Vehicle** is an **Agricultural Vehicle**, **Special Type Vehicle**, **Trailer** or **Implement**.

No claims discount protection does not protect the overall price of **Your** insurance policy. The price of **Your** insurance policy may increase following an accident even if **You** were not at fault.

No claims discount protection allows **You** to make one or more claims before **Your** number of no claims discount years falls. Please see the step-back procedures (below) for details.

If **Your** NCB at renewal is 3 years or less, **You** will not be able to protect your NCB for the forthcoming **Period of Insurance**.

Where no claims discount protection is applicable, **We** do not make a charge. It is automatically applied to **Your Policy**.

| | | | Number of Claims and reduction in NCD | | | | |
|---|---|---|---|---|---|---|---|
| | | | None | 1 | 2 | 3 | 4 or more |
| **Claims Period** | **NCD Years** | **NCD%** | **Step-back NCD applicable** | | | | |
| Within 12 months | 4 | 60% | 4 | 4 | 2 | 0 | 0 |
| Within 36 months | 4 | 60% | 4 | 4 | 4 | 2 | 0 |

## TERRITORIAL LIMITS AND FOREIGN TRAVEL

The **Policy** provides the minimum cover **You** need by law to use **Your** vehicle in the following countries:

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

It also includes travelling between these countries by air, rail or sea, including loading and unloading. Where the level of cover in any European Community Member State is less than that provided by the legal requirements of the United Kingdom, the level of cover that applies in the United Kingdom will apply in that Member State.

**Provided that:**

- **Your** vehicle is otherwise permanently kept in Great Britain, Northern Ireland, The Isle of Man or Channel Islands.
- **Your** main permanent address is in Great Britain, Northern Ireland, The Isle of Man or Channel Islands.
- **Your** visits are temporary. If **You** wish to increase the level of cover up to the cover shown on your **Schedule**, you must tell your insurance advisor or contact **Us**.
- If **We** agree to extend cover **We** may charge an additional premium or apply terms or both.

## GREEN CARDS

Provided notice of an intended foreign visit to any other country within the Continent of Europe has been given to **Us**, **Your Policy** will apply whilst the **Insured Vehicle/ Vehicles**, for which a Green Card has been issued, is being used in any country specified in the Green Card. Subject to payment of any additional premium required and to such terms and conditions as maybe required by **Us**.

## CUSTOMS DUTIES AND OTHER CHARGES

Where the vehicle is insured under Section 2 (a):

a) suffers loss or damage, and as a result **You** are required to pay any customs duties; or

b) if during the course of the **Insured Vehicle's** transit by sea you are required to pay general average, salvage and/or sue and labour charges

**We** will pay **You** up to the **Market Value** of the **Insured Vehicle** at the time the loss occurred.

## FOREIGN USE DECLARATION

Where the Insured Vehicle is a private Car, the same cover will apply to that vehicle while it is being used in the countries named within the Territorial Limits and Foreign Travel sub-section of this Policy as it would if it was being used in the United Kingdom.

Where any other Insured Vehicle is being used in the countries named within the Territorial Limits and Foreign Travel sub-section of this Policy, provided We have been advised and You have paid or agree to pay any additional premium agreed by Us, We will insure the vehicle on the same terms and cover as shown in the Schedule as applying to the Insured Vehicle.

## SEVERAL LIABILITY NOTICE/CLAUSE

The liability of an insurer / underwriter under this **Policy** is several and not joint with other insurers party to this **Policy.** An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this **Policy**.

# GENERAL DEFINITIONS

**Each Section of the Policy contains definitions which apply to that particular Section and they must be read in conjunction with the following General Definitions.**

**Accessories**
**Accessories** include spare parts for the vehicle and audio equipment, multimedia equipment, communication equipment and satellite navigation equipment, providing they are permanently fitted to the **Insured Vehicle** and are unable to operate independently from the **Insured Vehicle**.

**Audio Visual and Navigation Equipment**
a) audio, satellite navigation, tracking, telematics, multimedia and communication equipment (excluding telephones) permanently fitted to the **Insured Vehicle** (other than by the vehicle manufacturer) which is unable to operate independently from the **Insured Vehicle**;
b) GPS systems including portable parts while they are fixed to the **Insured Vehicle**, including where this is in a fixed housing.

**Certificate of Motor Insurance**
A document which is legal evidence of **Your** insurance and forms part of this **Policy**.

**Compulsory motor insurance legislation**
The Road Traffic Act, and any other Acts, Laws or Regulations which govern the insurance of liabilities to Third Parties arising from the driving or use of a motor vehicle in any country in which this **Policy** operates.

**Employee**
a) Any person who undertakes work for **You** or on **Your** behalf, including:
b) employed by **You** under a contract of employment or apprenticeship;
c) supplied to **You** for the purpose of study work or training experience;
d) a prospective **Employee** who is undergoing practical work experience while being assessed by **You** as to his or her suitability for employment;
e) a family member or voluntary helper working under **Your** supervision and control and in connection with the business; or
f) any other person who is contracted to perform work for **You**, who in all other respects **You** have arranged to insure on the same basis as **Your** other Employees and who performs work under **Your** supervision.

**Endorsement**
An alteration in the terms of the insurance which alters the standard wording and is shown in **Your Schedule**.

**Excess**
The amount(s) shown in **Your Policy** or **Schedule** for which **You** are responsible and which **We** will deduct from each and every claim. This amount applies to each and every **Insured Vehicle**.

**Hazardous Goods**
Hazardous Goods - means those detailed in the following regulations:

- The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009;
- The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations (Northern Ireland) 2010; and
- The 'Approved List of Dangerous Substances' published by the Health and Safety Executive.

or any re-enactment or replacement of such regulations and any other legislation of similar intent (including subsequent legislation) if applicable.

**Implement**
A tool of trade that can be attached to and used with the **Insured Vehicle**.

**Insured Vehicle/Your Vehicle**
Any motor vehicle advised to **Us** as described in the current **Certificate of Motor Insurance** and including:

a) **Agricultural Vehicle** meaning a vehicle which is constructed to operate primarily as an agricultural tool of trade which is not a passenger carrying vehicle and is not designed for the carriage of goods, including but not restricted to plant, tractor, agricultural use vehicle, forestry vehicle, all-terrain vehicle, harvester and the like;
b) **Articulated Vehicle** meaning a goods carrying vehicle comprising of power unit and one or more semi-trailers;
c) **Car** meaning a private passenger carrying vehicle with less than 8 passenger seats, not used for hire and reward;
**d)** **Commercial Vehicle** meaning a motor vehicle manufactured or adapted for the carriage of goods or livestock (other than an **Agricultural Vehicle**);
e) **Motor Cycle** meaning any motor cycle, motor cycle and sidecar or moped;
f) **Minibus** meaning a vehicle designed to carry between 9 and 16 passengers in addition to the driver;
g) **Special Type Vehicle** meaning a vehicle which is constructed to operate primarily as a tool of trade which is not a passenger carrying vehicle and is not designed for the carriage of goods.

Unless requested by **You** and agreed by **Us** this **Policy** does not cover vehicles registered elsewhere than in the **United Kingdom**, the Isle of Man or the Channel Islands.

**Market Value**
The cost of replacing the **Insured Vehicle**, **Trailer** and/or **Implement** (at the time the loss occurred) in an open and fair market with one of the same make, model, mileage (where applicable), specification and condition as determined by an independent motor engineer (or loss adjuster as appropriate) but not greater than the last value shown on **Your Schedule**.

**Misdelivery**
The delivery of goods at a time or place or in a manner not meeting contractual requirements and includes circumstances where the driver or attendant has acted erroneously or been incorrectly directed.

**Period of Insurance**
The period starting with the effective date and ending with the expiry date shown in the **Schedule** and any other period for which **We** accept payment for renewal of this **Policy**.

**Policy**
This document, the **Certificate of Motor Insurance**, the **Schedule** (and any Schedules issued in substitution) and any **Endorsement** attaching to this document or **Schedule** that will be considered part of the legal contract.

**Pollution or Contamination**
The actual or threatened release, discharge, escape or dispersal of any solid, liquid, gaseous or thermal irritant or containment including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled reconditioned or reclaimed).

**Principal**
Any person company or local authority or other body with whom **You** have entered into a contract or agreement for the performance of work in connection with **Your** business.

**Road**
Any place that would be held to be a road for the purposes of any compulsory motor insurance legislation operative within the Territorial Limits defined in this **Policy**.

**Schedule**
This is the document unique to **Your Policy** highlighting the level of cover chosen, **Policy** limits and **Endorsements** applicable to **Your Policy**.

**Statement of Fact**
This is a record of the information that **You** or **Your** broker have provided to **Us** along with assumptions made by **Us** about **You** and **Your** business upon which **Your** insurance quotation is based.

**Terrorism**
An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or governments(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.

**The Policyholder/Insured/You/Your**
The insured company, person or people named as the policyholder in the **Schedule** and **Certificate of Motor Insurance**.

**Trailer**
Any vehicle manufactured not to be mechanically driven that is properly constructed to be towed by a motor vehicle and includes articulated trailers, semi-trailers and draw bar trailers.

**We/Us/Our**
iFarm Underwriting.

# GENERAL CONDITIONS

**The following General Conditions shall apply to all Sections of this Policy unless stated otherwise.**

## 1. ALTERATION IN RISK

**You** or **Your** broker must tell **Us** immediately if during the **Period of Insurance** there is any alteration in risk or to the facts which **You** disclosed when **You** took out this **Policy**, which materially affects the risk of injury, loss, damage or liability which would fall within the **Policy** cover. This includes but is not limited to alterations to any vehicle change, deletion or acquisition whether permanent or temporary and any change in the way the vehicle is used.

Following deletion of **Insured Vehicle/Vehicles**, **We** reserve the right to withhold any return premium, unless the **Insured Vehicle/Vehicles** have been sold and no claims have been paid over the last 36 months, or are outstanding during the Current **Period of Insurance**.

Here are some further examples of the changes **You** should tell **Us** about:

a) details of unspent criminal convictions, motoring convictions and fixed penalty notices;

b) any known pending prosecutions;

c) changes of use of the **Insured** vehicle, **Trailer** and/or **Implement** or change of business activities;

d) modifications to the **Insured Vehicle**, **Trailer** or **Implement**;

e) any accident, damage or losses (whether claim made or not) during the past 3 years, involving anyone entitled to drive under this insurance.

f) anyone entitled to drive under this insurance who has ever been refused insurance, had insurance cancelled or had special terms imposed by a previous insurer.

g) drivers aged under 25 years or where any driver has not held a Full UK driving licence for a minimum of 12 months (unless **Your Policy** is endorsed to allow drivers in these categories);

h) drivers who do not hold an appropriate EU licence;

i) details concerning the carriage of Hazardous Goods.

j) change of address;

k) where any driver suffers from or develops a disability or medical condition that must be disclosed to the DVLA

**Note:** details of notifiable disabilities and conditions may be found at: https://www.gov.uk/health-conditions-and-driving.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this **Policy** (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the **Policy** in accordance with General Condition 9 (**Our** Rights to Cancel the **Policy**).

If an alteration creates an additional premium, this will be subject to a minimum premium of £25 plus insurance premium tax. If an alteration creates a lower premium, **We** will refund any difference, except for the first £25 or any difference which is less than £25 plus insurance premium tax, which will be retained to cover administrative costs.

If **You** fail to tell **Us** about an alteration in risk, **We** may:

a) terminate the **Policy** back to the date when the alteration occurred, if **We** would have cancelled the **Policy** had **You** told **Us** of the alteration in risk;

b) proportionately reduce the amount payable in respect of a claim; and/or

c) treat the **Policy** as if it contained such different terms (other than relating to the premium) that **We** would have applied to the **Policy** had **You** told **Us** of the alteration in risk

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told **Us** about the alteration in risk. For example, if the premium which **You** actually paid is 70% of the premium **We** would have charged, **We** will only pay **70%** of any claim.

## 2. ARBITRATION

If any difference shall arise as to the amount to be paid under this **Policy** (liability being admitted), such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions regarding arbitration in force at that time. Where any difference is so referred to arbitration the making of an award shall be condition precedent to any right of action against **Us**.

## 3. CAR SHARING

If **You** receive financial contributions in respect of the carriage of passengers as part of a car-sharing agreement **We** will not regard this as being the carriage of passengers for hire or reward (or the use of the vehicle for hiring), provided:

a) the passengers are not being carried in the course of a business of carrying passengers

b) total contributions received for the journey concerned do not involve an element of profit

c) **Your Vehicle** is not constructed or adapted to carry more than 8 passengers

If **You** have any doubts as to whether any arrangements entered into are covered by the terms of **Your Policy You** should contact **Us** immediately.

## 4. CLAIMS PROCEDURE AND REQUIREMENTS

a) It is a condition precedent to **Our** liability that in the event of any accident, injury, loss or damage, **You** or **Your** legal representative must at **Your** own expense:
   i) give **Us** full details as soon as possible after any incident involving an **Insured Vehicle** by phoning the Farm Motor Careline on **01908 300 439** which is available 24 hours a day, 365 days a year
   ii) send to **Us** any letters or documents **You** receive in connection with the event before **You** reply to them
   iii) immediately inform the police of the theft or attempted theft of or malicious damage to the **Insured Vehicle** and obtain a crime reference number
   iv) send to **Us** upon receipt any writ, summons or other legal process issued or commenced against **You**
   v) notify **Us** of any impending prosecutions, coroner's inquest or fatal accident enquiry or the intended issue of any writ summons or other legal process by **You** or on **Your** behalf
   vi) supply all estimates, information and assistance as may be required by **Us** and **Our** appointed agents.

b) **We** shall be entitled to:
   i) take and keep possession of the **Insured Vehicle** and to deal with the salvage in a reasonable manner
   ii) negotiate, defend or settle in **Your** name or on **Your** behalf, any claim made against **You**
   iii) prosecute in **Your** name, for **Our** benefit, any claim against any other person in respect of any amount paid or payable

c) **You** must not:
   i) abandon any property to **Us**
   ii) negotiate or repudiate any claim without **Our** written consent

d) if **Your** claim is for damage to an agricultural vehicle and the total cost of repairs does not exceed £750 **You** may authorise your own repairs provided that all damaged parts are retained by you or the repairer in case we need to inspect them. Upon completion of the repair we would simply request that that you send to us the original receipted invoice paid by you and we will reimburse you less any excess that applies, together with any amount of VAT (if you are VAT registered)

## 5. CONTRACTS (RIGHTS OF THIRD PARTIES ACT) 1999

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 6. FRAUDULENT CLAIMS

For the purposes of this Condition the definition of '**You** / **Your**' will also include any person who is entitled to benefit from the **Policy** to the extent that a claim is made by or on their behalf.

If **You** or anyone acting on **Your** behalf makes a claim which is in any way fraudulent **We**:

a) will not pay the claim;
b) may recover from **You** any sums already paid by **Us** in respect of the claim; and
c) may notify **You** that **We** are treating this **Policy** as having terminated with effect from the time of the fraudulent act.

If **We** do treat this **Policy** as having terminated, **You** will have no cover under this **Policy** from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not the **Insured**, this condition applies only to that person's claim and references to 'this **Policy**' should be read as if they were references to the cover for that person alone and not to the **Policy** as a whole.

Fraudulent claims include but are not limited to:

a) making a claim which is fraudulent, fictitious or known to be false
b) intentionally exaggerating or inflating a claim
c) supporting a claim with false or forged documents, information or statements
d) wilfully causing loss, damage or injury

## 7. FAIR PRESENTATION OF THE RISK

**You** must make a fair presentation of the risk when **You** first take out this **Policy** and also whenever **You** renew it or ask **Us** to change **Your** cover.

If **You** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **Us** in a way which is not clear and accessible:

**We** may avoid this **Policy** and refuse all claims where:

a) such failure was deliberate or reckless; or
b) **We** would not have entered into this **Policy** on any terms had **You** made a fair presentation of the risk

Should **We** avoid this **Policy We**:

a) Shall treat the **Policy** as if it had not existed from the start date, the renewal date, or the date when **You** asked **Us** to change **Your** cover, depending on when the failure to make a fair presentation of the risk occurred
b) shall return the premium paid for the period for which the **Policy** is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
c) may deduct from any return of premium due to **You** any monies already paid in respect of claims falling within the period for which the **Policy** is treated as not having existed or require **You** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **We** would have entered into or renewed this **Policy**, or agreed to make changes to **Your** cover on different terms had **You** made a fair presentation of the risk, **We** may:

a) proportionately reduce the amount payable in respect of a claim; and/or
b) treat the **Policy** as if it contained such different terms (other than relating to the premium) that **We** would have applied to the **Policy** had **You** made a fair presentation of the risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the **Policy** started, was renewed or when changes were made to **Your** cover, depending on when **You** failed to make a fair presentation of the risk.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** made a fair presentation of the risk. For example, if the premium which **You** actually paid is **70%** of the premium **We** would have charged, **We** will only pay **70%** of any claim.

Where this **Policy** provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **We** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **You** on their behalf) makes a careless misrepresentation, in which case **We** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the **Policy** unaffected.

## 8. OTHER INSURANCES

If **You** are insured by any other **Policy** for loss or damage which results in a valid claim under this **Policy**, **We** shall not be liable to pay more than **Our** rateable proportion. Nothing in this Condition will impose on **Us** any liability from which **We** would have been relieved by Exclusion 3 of Section 2.

## 9. OUR RIGHTS TO CANCEL THE POLICY

**We** or any agent appointed by **Us** and acting with **Our** authority have the right to cancel **Your Policy**, where there is a valid reason for doing so. **We** will give **You** seven days notice of cancellation in writing, by recorded delivery, to the latest address **We** have for **You** and in the case where Northern Irish vehicles are insured under this **Policy**, to the Department of the Environment for Northern Ireland and will set out **Our** reason for cancellation in **Our** letter.

Valid reasons may include but are not limited to:

a) not
    i) paying a premium when it is due
    ii) co-operating with **Us**, or sending **Us** information or documentation that materially affects **Our** ability to process the **Policy** or **Our** ability to defend **Our** interests
    iii) exercising **Your** duty of care as required by General Condition - Reasonable Precautions of this **Policy**

and failing to put this right when **We** ask **You** to by sending **You** seven days written notice to **Your** latest address.

b) use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers.

If **We** cancel **Your Policy**, **We** will refund the premium for the exact number of days left on the **Policy** less an additional charge of £25 plus the prevailing rate of Insurance Premium Tax as stated on **Your Policy Schedule**.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**, **We** will not refund any part of the premium.

For **Your** rights to cancel the **Policy** please see "How to Cancel **Your Policy**" in this **Policy** document.

## 10. REASONABLE PRECAUTIONS

**You** must take all reasonable precautions to avoid injury, loss or damage and maintain the **Insured Vehicle** in a safe and roadworthy condition.

## 11. RIGHT OF RECOVERY

If the law of any country in which **Your Policy** operates requires **Us** to settle a claim which **We** would not otherwise have paid, **We** have the right to recover this amount from **You** or from the person who incurred the liability.

## 12. TERMS NOT RELEVANT TO ACTUAL LOSS

If payment of a claim is conditional upon compliance with any term of this **Policy We** will not pay for any claim where the term has not been complied with except where the term concerned:

a) is operative only at particular times; or
b) is intended to reduce the risk of particular types of injury, loss, damage or liability

where **We** will pay for claims in respect of which **You** can prove that non-compliance with the term could not have increased the risk of the injury, loss, damage or liability which occurred.

## 13. ASSIGNMENT

This **Policy** is a contract personal to **You** and may not be assigned or transferred in any circumstances and no person apart from **You** (or in the case of **Your** death **Your** legal representative) will have any rights against **Us** in respect of the subject matter of this insurance or any rights to receive monies payable either before or after the loss and whether admitted or not, unless this right has been endorsed on this **Policy** and signed by **Us**.

## 14. BREACH OF LICENCE CONDITIONS

Where applicable, **You** will hold the appropriate operator's or other licence and at all times comply with the terms and conditions of the licence.

## 15. LOSS OF LICENCE, BANKRUPTCY, INSOLVENCY OR LIQUIDATION

If **You** lose **Your** operator's licence or go into liquidation, insolvency or bankruptcy the cover provided by this **Policy** will be reduced to the minimum required by any **Compulsory Motor Insurance Legislation** unless **We** have agreed otherwise.

## 16. NOTIFICATION OF VEHICLE DETAILS

**You** must notify **Us** of any additional vehicles, temporary vehicles or amendments to the existing vehicles before commencement of or during the currency of this **Policy** and pay any additional premium required by **Us** as a result of the changes.

In addition **You** are required by law to supply details of all vehicles (including any temporary vehicles where cover is required for 14 consecutive days or more) owned by **You** or in **Your** care, custody or control or for which **You** are legally responsible, which are to be covered by this **Policy** for entry on the Motor Insurance Database.

If **Your** vehicle is not recorded on the Motor Insurance Database and it should have been, **Your** cover may not operate.

# GENERAL EXCLUSIONS

**The following General Exclusions apply to all Sections unless otherwise stated and in addition to the Exclusions contained in each Section and apply except so far as is necessary to meet the requirements of any Compulsory Motor Insurance Legislation.**

**We** shall not be liable in respect of:

## 1. USE AND DRIVING

any accident injury loss damage or liability while the **Insured Vehicle** is being:

a) used to **Your** knowledge for any purpose not permitted by the Certificate Of Motor Insurance or any **Endorsement**
b) driven by or is in the charge of any person who to **Your** knowledge is not permitted by the Certificate Of Motor Insurance or any **Endorsement**
c) driven by **You** unless **You** hold a licence to drive such vehicle or have held and are not disqualified from holding or obtaining such a licence
d) driven with **Your** consent by any person who to **Your** knowledge does not hold a licence to drive such a vehicle, unless such person has held, and is not disqualified from holding or obtaining such a licence or in any circumstances where a licence is not required by law
e) used for racing, pacemaking speed-testing, rallying, reliability trials, competition or whilst driven on a motor sport circuit
f) driven in an unsafe unroadworthy condition or does not have a valid MOT certificate when needed
g) driven with a load in excess of that for which it was constructed or in excess of the maximum carrying capacity advised to **Us**
h) driven with a load which is greater than the maximum carrying capacity as set by the vehicle manufacturer or if applicable; any plated weight limit of the **Insured Vehicle**
i) used to tow more Trailers than the law allows
j) driven carrying more passengers than the maximum seating capacity for the **Insured Vehicle** as set by the vehicle manufacturer .

The Exclusion does not apply to the indemnity given to **You** (and to no other person) whilst the **Insured Vehicle** is being used without **Your** authority or by a motor trader for maintenance, service or repair.

## 2. MISDELIVERY

Any loss, destruction of or damage to any property or any loss, expense, indirect loss or legal liability directly or indirectly resulting from, caused by Misdelivery of the load from the **Insured Vehicle**, **Trailer** or **Implement**.

## 3. DELIBERATE ACTS

Death, injury, loss or damage arising as a result of a deliberate act or omission to act by anyone insured under this **Policy**.

## 4. POLLUTION OR CONTAMINATION

Any loss, destruction of or damage to any property or any loss, expense, indirect loss or legal liability caused by **Pollution** or **Contamination**.

## 5. EARTHQUAKE, RIOT, WAR, TERRORISM

Any direct or indirect loss, damage or liability caused by, contributed to or arising from:

i) earthquake, volcanic eruption or meteorite shower occurring elsewhere than in the **United Kingdom**, Channel Islands and the Isle of Man;

ii) actual or threatened war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;

iii) confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority;

iv) acts of **Terrorism**;

v) martial law;

vi) the act of any lawfully constituted authority;

vii) riot or civil commotion occurring in other territories outside of England, Scotland, Wales, the Isle of Man or the Channel Islands

## 6. AGREEMENTS

Any liability **You** accept by agreement or contract unless liability would have applied in any event. It is agreed that this **Policy** is to be construed as if the Contracts (Rights of Third Parties) Act 1999 had not been enacted.

## 7. RADIOACTIVE CONTAMINATION

any loss damage accident or liability caused directly or indirectly by:

a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel

b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of such assembly.

## 8. PRESSURE WAVES AND SONIC BOOMS

any loss damage accident or liability caused directly or indirectly by pressure waves caused by aircraft or aerial devices travelling at sonic or supersonic speeds.

## 9. JURISDICTION

Damages, liabilities, costs and expenses in respect of judgements delivered or obtained otherwise than by a court within the jurisdiction of the countries noted under Territorial Limits and Foreign Travel as specified in this **Policy**.

## 10. VIRUS DISEASE AND PANDEMIC EXCLUSION

Notwithstanding any provision to the contrary within this policy, within any endorsement to this policy or within any extension to this policy, this policy and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

a) Coronaviruses; and

b) Coronavirus disease (COVID-19); and

c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and

d) any mutation of or variation of a), b) or c) above; and

e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and

f) any fear or anticipation of a), b), c), d) or e) above, regardless of any other cause or event contributing concurrently or in any other sequence thereto

# EXTENT OF COVER

The extent of cover applicable under this **Policy** is as stated in the **Schedule** or any relevant **Endorsement**. The Sections of the **Policy** which apply to each type of cover are as follows:

| | | |
|---|---|---|
| Comprehensive | Sections | 1, 2(a), 2(b), 3, 4 & 5 |
| Third Party Fire & Theft | Sections | 1, 2(b) & 5 |
| Third Party only | Sections | 1 & 5 |

# SECTION 1 | THIRD PARTY LIABILITY

## COVER

**We** will insure **You** against all sums **You** are legally liable to pay arising from:

a) death of or bodily injury to any person for an unlimited amount

b) where the **Insured Vehicle** is a private **Car** damage to property up to **£20,000,000** and up to **£5,000,000** for related costs and expenses incurred with **Our** prior written consent resulting from a claim or series of claims arising from one event

c) where the **Insured Vehicle** is any vehicle other than a private **Car** damage to property up to **£5,000,000** including claimants costs and expenses and any other costs and expenses incurred with **Our** prior written consent resulting from a claim or series of claims arising from one event but note

d) where the **Insured Vehicle** is carrying Hazardous Goods damage to property is limited to £1,200,000 including claimants costs and expenses and any other costs and expenses incurred with **Our** prior written consent resulting from a claim or series of claims arising from one event

The above limits apply in respect of any one claim or number of claims arising from one incident caused by or arising out of the use of the **Insured Vehicle** or a **Trailer** attached to the **Insured Vehicle**.

## CLAUSES

The following Clauses apply to this Section.

### 1) Compulsory Insurance

**Your Policy** provides the minimum insurance required to comply with the laws relating to **Compulsory Motor Insurance Legislation** in any country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Articles 7 (2) of EU Directive on insurance of civil liabilities arising from the use of motor vehicles (No72/166/CEE).

Where the minimum insurance required is less than that provided in the **United Kingdom**, the higher level will apply.

### 2) Cross Liabilities

Where there is more than one party named as the **Insured** in **Your Schedule** each one will be covered as if they are the only party covered under this **Policy**.

### 3) Emergency Treatment Fees

**We** will pay for emergency treatment fees as required by the **Compulsory Motor Legislation**.

### 4) Indemnity to Owner

At **Your** request **We** will insure the owner of a vehicle on hire (other than under a hire purchase agreement) or loaned or leased to **You** provided:

a) the vehicle is not being driven by the owner

b) the vehicle is not being driven by a person in the employ of the owner

c) the vehicle is not in the charge of and not being driven by the owner or a person in the employ of the owner

d) the owner cannot claim under another policy

e) the owner complies with the terms and conditions of this **Policy** as far as they can

### 5) Indemnity to Principals

Where **Your Vehicle** is being used in connection with contract work on behalf of a **Principal We** will insure the **Principal** in respect of compensation they are legally liable to pay arising from such use provided that:

a) **You** would have been able to claim under the **Policy** had the claim been made against **You**

b) **You** have arranged with the **Principal** for the conduct and control by **Us** of all claims for which **We** may be liable under this Section.

   **We** shall not be liable in respect of:

   i) death or bodily injury to any person employed by the **Principal** arising out of or in the course of their employment

   ii) any amount payable by the **Principal** under any agreement which would not have been payable in the absence of such agreement

   iii) bodily injury to the **Principal** for any amount **You** would not have to pay but for such an agreement

   iv) damage to property belonging to or held in trust by or in the custody or control of the **Principal** or for any sum which exceeds the amount required to indemnify the **Principal**

   v) liquidated damages or damages incurred under any penalty clause

### 6) Motor Contingent Liability

**We** will insure **You** when any vehicle not **Your** property nor provided by **You** is being used in connection with **Your** business as though such vehicle were the **Insured Vehicle** by any person employed by **You**.

**We** shall not be liable:

a) in respect of loss of or damage to the vehicle or property being carried in or on it

b) where there is any other existing insurance covering the same liability

**7) Towing**

**We** will indemnify **You** under this Section whilst the **Insured Vehicle** is being used for the purposes of towing any single **Trailer** or disabled mechanically propelled vehicle while it is attached to the **Insured Vehicle** and allowed by law unless **You** are being paid to tow the attached vehicle or **Trailer**.

**We** will not be liable for damage to the towed vehicle or **Trailer** or its contents.

**8) Unauthorised Movement**

**We** will indemnify **You** under this Section against loss or damage arising from the movement of any vehicle without the authority of the owner of such vehicle when the vehicle is parked in such a position as to obstruct the legitimate passage or the loading or unloading of the **Insured Vehicle**.

**9) Movement of Third Party Vehicles**

**We** will provide cover for any accident caused by or arising out of **You** or **Your Employee**:

a) driving or moving any motor vehicle, not belonging to **You**, impeding **Your Insured Vehicles'** legitimate access or exit during the course of **Your** business; and

b) parking or moving vehicles belonging to customers or visitors while the vehicles are on **Your** premises.

For the purposes of this Section the vehicles will not be regarded as property in **Your** custody or control.

**10) Towing Disabled Vehicles**

**We** will insure **You** while any insured vehicle is towing a caravan, trailer or broken-down vehicle.

**11) Unauthorised Use**

**We** will insure **You** (and no other person) whilst the **Insured Vehicle** is being driven or used by any person without **Your** knowledge or consent for any purpose not permitted under this **Policy**.

Provided always that **You** shall take all reasonable precautions to ensure that all persons who may drive or use an **Insured Vehicle** are made aware of the limitations as to use as defined in this **Policy**.

## EXCLUSIONS

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this **Policy**.

**We** shall not be liable:

1) for death of or bodily injury to any person arising out of or in the course of the employment of such person by any person **We** insure under this Section except as required by **Compulsory Motor Insurance Legislation**

2) for death bodily injury loss or damage arising beyond the limits of any Road as a result of the loading or unloading of the **Insured Vehicle** by anyone other than the driver or attendant of the **Insured Vehicle**

3) for any person where the liability is insured under another policy

4) death, injury, loss or damage directly or indirectly caused by, resulting from or in connection with any act of **Terrorism** regardless of any other cause or event contributing at the same time or in any other sequence to the loss arising from an act of **Terrorism**.

5) for any fines penalties punitive or exemplary damages

6) for any damage or loss to:

   a) any premises belonging to or occupied by **You** or any other person entitled to or claiming under this Section or any fixtures or fittings therein

   b) any other property owned by or in the custody or control of **You** or any other person entitled to or claiming under this Section

   c) any property or load being carried on the **Insured Vehicle** or **Trailer** owned by or in **Your** care or any other person entitled to or claiming under this Section

   d) for death or bodily injury to any person or loss or damage to property directly or indirectly caused by or attributed to the spraying or spreading of any chemical by an **Insured Vehicle**, **Trailer** or **Implement** attached unless arising out of the collision or impact of the **Insured Vehicle**, **Trailer** or **Implement** with an object, or the overturning of the **Insured Vehicle**, **Trailer** or **Implement**

   e) for death or bodily injury to any person or loss or damage to property arising from the carriage of Hazardous Goods unless this has been declared to and accepted by **Us**. Where accepted, **We** will not pay any amount in excess of the sum shown in the **Schedule** in respect of any loss or event. In the event of a claim where the carriage of Hazardous Goods has not been declared and accepted by **Us We** will seek our right to recovery under General Condition "11 Right of Recovery".

7) for death or bodily injury or loss or damage to property arising while an **Insured Vehicle**, **Trailer** or **Implement** is working as a tool of trade

8) for death bodily injury loss,damage or liability while the **Insured Vehicle** is in or on any part of an aerodrome airport or airfield used:

   a) for the take-off or landing of aircraft

   b) for the movement of aircraft on the surface

   c) as aircraft parking aprons including the associated service roads and ground equipment parking areas

# SECTION 2 | LOSS OF OR DAMAGE TO YOUR VEHICLE TRAILER OR IMPLEMENT

## COVER

**a) Accidental Damage**

**We** will pay for loss of or damage to the **Insured Vehicle**, **Trailer** or **Implement** other than:

i) by fire lightning self-ignition explosion theft or attempted theft

ii) loss or damage to any glass.

**b) Fire and Theft**

**We** will pay for loss of or damage to the **Insured Vehicle**, **Trailer** or **Implement** caused by fire lightning self-ignition explosion theft or attempted theft. **We** will insure **You** in respect of loss or damage to any **Trailer** or **Implement** (where the **Trailer** is not constructed as a mobile home, caravan or the like) in **Your** care, custody and control up to its **Market Value** at the time of the loss or damage where the **Trailer** or **Implement** was attached (or last attached to) **Your Insured Vehicle** and:

a) it has a **Market Value** not exceeding £100,000, or;

b) where **You** have given **Us** details of **Your Trailer** or **Implement** and **You** have paid or agreed to pay any premiums which **We** have determined

The level of cover and Excess applied to the **Trailer** or **Implement** will be the same as **Your Insured Vehicle** to which the **Trailer** or **Implement** is (or was last) attached.

## THE MOST WE WILL PAY

1) **We** may choose to repair or replace the **Insured Vehicle**, **Trailer** or **Implement** or pay an amount up to the **Market Value**. If to **Our** knowledge the **Insured Vehicle**, **Trailer** or **Implement** belongs to someone else or is part of a hire purchase or leasing agreement any payment for loss of or damage to the **Insured Vehicle**, **Trailer** or **Implement** that is not made good by repair reinstatement or replacement **We** will at **Our** discretion first pay the finance company and then pay any amount that is left over to **You**.

2) **We** will pay the reasonable costs of protection and removal to the nearest repairers and delivery to **You** at the address shown on the **Schedule** following a claim covered by this **Policy**.

## EXCESSES

**We** will not pay the Excess shown in **Your Schedule**

Any event leading to a claim for an **Insured Vehicle** will be treated as a separate incident for the purposes of the **Policy** and each **Insured Vehicle** will be subject to the appropriate **Excess**.

## CLAUSES

The following Clauses apply to this Section.

**1) Loss or Theft of Keys**

If the keys or lock transmitter for the **Insured Vehicle** are lost or stolen, **We** will pay the cost of replacing the:

a) door and/or boot locks

b) ignition/steering lock

c) lock transmitter and central locking interface

d) the affected parts of the alarm and/or immobiliser system

The maximum sum **We** will pay in respect of any one loss will be **£1250**.

**2) Misfuelling**

Where cover for the **Insured Vehicle** is Comprehensive as shown in the **Schedule**, **We** will pay for:

a) the draining and cleansing of the fuel tank of the **Insured Vehicle** if the wrong grade or type of fuel is put into it

b) rectifying any subsequent damaged inadvertently caused to the **Insured Vehicle**.

**We** will not pay for:

i) any damage caused by the driving of the **Insured Vehicle** by anyone having knowledge that it had been incorrectly fuelled

ii) the cost of the incorrect fuel

## EXCLUSIONS

The following Exclusions apply to Sections 2, 3 and 4 in addition to the General Exclusions at the front of this **Policy**.

**We** will not pay for:

1) any sums in excess of £5,000,000 in respect of any one loss or series of losses resulting from one event any Excess shown in the **Schedule**. Where more than one of **Your Insured** Vehicles is damaged in the same event, the Excess will be applied separately to each vehicle

**Note:** Where damage to the **Insured Vehicle** results in a claim being made against more than one section of this **Policy**, **We** will only apply a single Excess, as determined by the section that attracts the highest level of Excess.

2) any damage caused by frost unless **You** have taken reasonable care to prevent the loss happening and have followed the manufacturer's instructions to avoid liquid freezing in **Your Vehicle**

3) any damage to tyres caused by braking cuts bursts or punctures
4) loss or damage from repossessing the **Insured Vehicle** and returning it to its rightful owner or from any agreement or proposed transaction for selling or hiring the **Insured Vehicle** or someone taking it by fraud trickery or deception or by use of a counterfeit or other form of payment which a bank or building society will not authorise or by theft or attempted theft by a purported purchaser or his agent
5) any decrease in the **Market Value** of the **Insured Vehicle** following repair
6) confiscation requisition or destruction or under order of any government or local authority
7) Any amount as compensation for **You** not being able to use **Your** vehicle (including the cost of hiring another vehicle).
8) wear and tear of the **Insured Vehicle** and/or mechanical electrical electronic computer or computer software breakdowns failure faults and breakages
9) any claim under this Section of the **Policy** resulting from theft or attempted theft
    a) whilst the ignition keys have been left in or on the **Insured Vehicle** or
    b) if all the doors windows and other openings have not been closed and locked unless the vehicle is an **Agricultural Vehicle**
10) a part or accessory which cannot be repaired or replaced.

    **We** will only pay **You** the amount shown in the manufacturer's last **United Kingdom** price list. If the **Insured Vehicle** is an imported vehicle and the part or accessory has never been available in the **United Kingdom We** will only pay the manufacturer's list price in the country the **Insured Vehicle** came from. **We** will not pay for the cost of importing any part or accessory needed to repair the **Insured Vehicle**
11) loss or damage to the **Insured Vehicle** arising from the malicious act of any employee or partner or member of **Your** family
12) loss of fuel including theft.
13) loss or damage to any **Trailer** or **Implement** that is attached to, or was last attached to, a vehicle that is not insured under this **Policy**.
14) Repairs or replacements which improve the condition of **Your Insured Vehicle** or **Accessories**.

# SECTION 3 | ADDITIONAL BENEFITS

### 1) New Vehicle Replacement

If the **Insured Vehicle**, being a private **Car**, **Agricultural Vehicle** or **Commercial Vehicle** with a gross weight of 7.5 tonnes or less is:

a) stolen and not recovered; or

b) damaged to the extent that the cost of repairs will exceed 60% of the manufacturer's list price (including vehicle tax and Value Added Tax) at the time of the loss;

   **We** will pay the cost of replacing the **Insured Vehicle** with a new one of the same or similar make, model and specification provided that:

   i) it is within its first year of registration;

   ii) **You** request it;

   iii) every other person with an interest in the **Insured Vehicle** consents; and

   iv) one is available in the **United Kingdom**, the Isle of Man or the Channel Islands.

If one is not available, the maximum **We** will pay is the amount shown in the purchase receipt of the **Insured Vehicle** and its accessories after any applicable discounts but not including the vehicle tax or Value Added Tax.

**We** will then own the **Insured Vehicle** that was the subject of the claim.

### 2) Glass and windscreen replacement

**We** will insure **You** in respect of damage to the **Insured Vehicle**'s windscreen, windows or glass sun roof and for any scratching of bodywork resulting solely and directly from that damage. Claims paid under this Glass and windscreen replacement Section will not affect any applicable No Claims Discount, but will be subject to the level of Excess shown on **Your Schedule**.

The Excess will not apply where the glass is repaired, instead of being replaced.

**What is not covered:**

Damage to lights, reflectors or panoramic roofs.

### 3) Audio, Visual and Navigation Equipment

**We** will pay for loss of, or damage to the **Insured Vehicle's Accessories** and **Audio**, **Visual**, and **Navigation Equipment** inside and/or attached to the vehicle.

**What is not covered:**

More than:

a) £1,000 in respect of Accessories (excluding spare parts) or Audio Visual and Navigation Equipment fitted in the Insured Vehicle; increasing to

b) £30,000 in respect of Global Positioning System (GPS) equipment used for precision farming for each Insured Vehicle in any one **Period of Insurance**.

### 4) Personal Accident Cover

**We** will at **Your** request, pay £10,000 to the driver of the **Insured Vehicle** or their legal representative if they suffer accidental injury while travelling in, or getting into or out of an **Insured** vehicle, if the injury, within 12 months of the accident results in death, total and permanent loss of sight in one or both eyes, or the loss of one or more limbs.

Loss of limb means the permanent physical severance of the limb above the knee or elbow or the permanent irrecoverable loss of use of the limb.

**What is not covered:**

If the injury or death:

a) is the result of suicide or attempted suicide;

b) happens when the person killed or injured is under the influence of drugs or alcohol to a level which would be a driving offence in the country where the accident happens;

c) occurs to a driver who is under 17 or over 70 years of age; or

d) occurs as a direct result of the person not wearing a seatbelt when required by law.

### 5) Emergency Accommodation and Travel Expenses

If as a result of an incident occurring in the course of a journey in the **United Kingdom**, the Isle of Man or the Channel Islands, **You** cannot use **Your Insured Vehicle** as a consequence of loss or damage covered under this insurance and no suitable courtesy vehicle is available from the repairer, **We** will reimburse the cost of:

a) one night's accommodation including food and travel costs; or

b) rail / taxi fares, or a vehicle, to get **You** (and any passengers and / or vehicle load) to **Your** home or to **Your** destination whichever is the lesser.

**Note:** Hire vehicles are restricted to cars up to 1600cc, except in circumstances where the load in or on **Your** vehicle necessitates the hire of a larger vehicle.

**What is not covered:**

a) Any costs occurring more than 36 hours after the incident.

b) Accommodation and travel expenses outside the **United Kingdom**, the Isle of Man or Channel Islands.

c) More than £100 for any one person or £400 in total for any one incident.

### 6) Medical Expenses

**We** will pay up to £500 per person, for medical expenses incurred by anyone travelling in the **Insured Vehicle** that is injured as a direct result of an event involving the **Insured Vehicle**.

**What is not covered:**

More than £500 for any one person for any one incident.

**7) Child Car Seat**

If the **Insured Vehicle** has a child car seat fitted and the vehicle suffers damage from fire, theft or is involved in an accident and **You** make a valid claim under Section 2 of this **Policy**, **We** will pay up to £500 towards the cost of replacing the child seat(s), even if there is no apparent damage to it.

The Excess shown in the **Schedule** will not apply to any loss under this Child car seat insurance.

**What is not covered:**

More than £500 in total for any one incident.

# SECTION 4 | PERSONAL EFFECTS

## COVER

**We** will pay up to £500 for loss or damage to personal property in the **Insured Vehicle** caused by a motor accident fire theft or attempted theft.

## EXCLUSIONS

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this **Policy**.

**We** will not pay for:

1) theft of personal belongings unless these are hidden in a locked glove box or luggage compartment and the **Insured Vehicle** is locked when unattended if the **Insured Vehicle** is an open top or convertible **Car**
2) money, cameras and their accessories, stamps, tickets, documents or securities
3) goods or samples carried in connection with any trade
4) tools of trade, ropes or tarpaulins
5) theft of personal belongings unless all doors and windows or other openings on the **Insured Vehicle** are locked and it is broken into by force

# SECTION 5 | PROSECUTION DEFENCE COSTS

In respect of any death or serious injury which is insured under Section 1 of this **Policy We** will arrange to provide and pay legal fees incurred for representation if proceedings are being taken against **You** or any authorised driver or operator for:

a) manslaughter;

b) causing serious injury by driving a vehicle dangerously on the road;

c) reckless or dangerous driving causing death;

d) an offence under the following legislation: or similar;

   i) Health and Safety at Work etc Act 1974;

   ii) Health and Safety at Work (Northern Ireland) Order 1978

   iii) Corporate Manslaughter and Corporate Homicide Act 2007;

   iv) Health and Safety Inquiries (Procedure) Regulations 1975,

including amendments to and re-enactments or replacement of such regulations or directives and any other legislation of similar intent (including subsequent legislation, if applicable) and will include their equivalents in any jurisdiction in which this policy operates.

In addition **We** will also pay for:

e) representation by a solicitor at any coroner's court, or fatal accident enquiry;

f) the costs of appeal against a conviction mentioned in a), b) c) or d) above;

g) prosecution costs awarded against you arising from those proceedings described in (a),(b), (c) or (d) above;

provided that:

   i) the event causing death or serious injury occurs in the **United Kingdom**, the Isle of Man or the Channel Islands during the **Period of Insurance**.

   ii) the maximum sum **We** will pay under Section 5 of this **Policy** will be £2,000,000 for any loss or series of losses arising from one event; and

   iii) the claim has a greater than fifty percent chance of success

**Appointment of advisor**

Claims under this Section will be referred to one of **Our** panel of expert legal advisors, but **You** can appoint **Your** own legal representative should **You** wish.

If **You** elect to appoint **Your** own legal representative **You** must provide us with their details. **We** will pay for their services on the basis of our standard terms of appointment for legal representation or other reasonable terms of appointment to which **We** agree; **Our** agreement not to be unreasonably withheld.

**We** will be entitled to have sight of the appointed legal representative's file, relating to the defence of a prosecution or representation at an inquiry or inquest at any time, and **You** are considered to have provided consent for **Us** or **Our** appointed agent to have sight of the file for auditing, quality and cost control purposes.

**Barrister's opinion**

At any time **We** may seek an independent barrister's opinion as to the prospects of success in defending the prosecution or of an appeal against a conviction as a result of any proceedings described in a), b), c) or d) above. If the opinion is that a "not guilty" plea does not have a reasonable prospect of success then **We** will advise **You** of that opinion.

Should **You** elect to continue with a "not guilty" plea then **We** will withdraw **Our** support for **Your** defence and be under no further obligation to cover **You** against any costs incurred from the date of **Your** refusal to accept that opinion. **You** can obtain an independent barrister's opinion at **Your** own expense. If the opinion **You** have obtained contradicts the opinion that **We** have obtained, **We** will ask the Chairperson or Vice-Chairperson of the Bar Council to appoint a Queen's Counsel to give a final opinion, at **Our** expense, as to the prospects of success in defending the prosecution or the success of an appeal.

If the opinion of the Queen's Counsel agrees with **Your** Barrister's opinion then **We** will continue to support **Your** defence or appeal, but if it does not **We** will withdraw **Our** support for **Your** defence or appeal and be under no further obligation to insure **You** against any costs incurred from the date of the Queen's Counsel final opinion.

If **You** are dissatisfied with the service provided by the appointed legal representative:

i) during the proceedings, **You** should raise this with them in the first instance. If **You** remain dissatisfied and they;

   a) are a member of **Our** panel **You** can complain to **Us** by following the complaints procedure How to make a complaint in **Your Policy**.

   b) were **Your** own appointment **You** could elect to replace them, but **You** must understand that;

      - this could prolong the court case;
      - whilst the consequences could be to **Your** advantage they might be to **Your** disadvantage; and
      - this is likely to incur increased costs for which **We** would only insure **You** if **You** have made **Us** aware of **Your** dissatisfaction and if **We** have given **Our** written consent to replacement before it happens.

   Clause i) b) does not affect any other part of Section 5.

ii) after the proceedings have been concluded and a verdict handed down and they;

a) are a member of **Our** panel **You** may complain to **Us** by following the complaints procedure How to make a complaint in **Your Policy**.

b) were **Your** own appointment **You** can complain to them and if **You** remain dissatisfied **You** can refer **Your** complaint to the Solicitors Regulation Authority Contact Centre on 0370 606 2555 or email contactcentre@sra.org.uk.

## EXCLUSIONS TO SECTION 5

What is not covered:

**We** will not provide cover under this Section in respect of:

i) any prosecution arising out of **You** or the driver (or operator) of the **Insured Vehicle** being under the influence of drugs or alcohol to a level which would be a driving offence;

ii) defending a prosecution or making an appeal where there is any other insurance in force covering the same legal fees;

iii) costs and expenses incurred without **Our** written consent;

iv) fines or penalties of any kind; and

v) any actual or alleged act, omission or dispute happening before, or existing at the inception of this **Policy**, and which **You** or the driver (or operator) of the **Insured Vehicle** knew or ought reasonably to have known could lead to a claim

# COMPLAINTS PROCEDURE

**We** are committed to giving you a first class service at all times and will make every effort to meet the high standards we have set. If **You** feel we have not attained the standard of service **You** would expect or **You** are dissatisfied in any other way, then this is the procedure that **You** should follow.

**Stage One - Initiating Your Complaint**

Should you wish to make a complaint about the policy or the service we offer, please contact:

**iFarm Underwriting**
Holderness House 3
Crabtree Hall Business Centre
Little Holtby
Northallerton
DL7 9LN

**Tel:** 0203 978 2870
**Email:** complaints@ifarmunderwriting.co.uk

Our promise is to:

a) Acknowledge complaints promptly and confirm receipt of **Your** complaint within 5 working days

b) Issue a summary resolution communication if we are able to satisfactorily resolve the complaint within 3 working days

c) Investigate complaints quickly. Within 4 weeks **You** will receive a final response or an explanation as to why the complaint has not been resolved yet, plus an indication of when **You** will receive a final response

d) Within 8 weeks of Us receiving **Your** compliant, **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response

e) Use information learned during the complaint to improve our complaints process.

If **You** remain dissatisfied after **Your** complaint has been considered, or **You** have not received a final decision within 8 weeks, **You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service.

Making a complaint does not affect **Your** right to take legal action.

Should **You** wish to make a complaint in relation to **Your** claim, **You** can do so at any time by contacting:

Reserv

**Telephone:** 020 3978 2870

**Email:** claims@ifarmunderwriting.co.uk

**Stage Two - Financial Ombudsman Service (FOS)**

If the differences between us remain unresolved, **You** may refer **Your** complaint to the Financial Ombudsman Service (FOS). **You** can ask the Financial Ombudsman Service to review your complaint if for any reason you are still dissatisfied with Our final response, or if a final response has not been issued within 8 weeks from **Your** first complaint.

**The Financial Ombudsman Service**
Exchange Tower,
Harbour Exchange Square,
London E14 9SR

**Tel:** 0800 023 4567 (from a landline)
or 0300 123 9123 (from a mobile)
**Email:** complaint.info@financial-ombudsman.co.uk
**Website:** www.financial-ombudsman.org.uk

Please note that **You** have 6 months from the date of the final response in which to refer / your complaint to the FOS. The FOS is an independent body that arbitrates on complaints about general insurance products.

The FOS will only consider complaints after iFarm Underwriting has issued a final response. Following this procedure will not affect your legal rights.

Please quote **Your** policy number in any communication.

**Financial Ombudsman Service UK - Eligible Complainant**

**You** can use the FOS as a recourse in the event of dissatisfaction if **You** are:

- a private individual acting outside your trade, business or profession
- 'micro-enterprises", i.e. smaller business that have a turnover or annual balance sheet of not more than EUR 2m and fewer than 10 people employed
- A 'small business' (other than a micro-enterprise) with an annual turnover of below £6.5m, and less than 50 employees or with an annual balance sheet total of below £5 million
- a charity which has an annual income of less than GBP 6.5 million and a trustee of a trust which has a net asset value of less than GBP 5 million.

Please note, **You** will need to refer **Your** complaint to the Financial Ombudsman Service within six (6) months of receiving **Our** final response.

**Financial Services Compensation Scheme**

ay be entitled to compensation from the Financial Financial Services Compensation Scheme. You may be entitled to compensation from the Financial Services Compensation Scheme in the unlikely event that Accelerant Insurance UK Limited is unable to meet its obligations to You under Your policy. This will depend on the type of insurance and the circumstances of the claim. The service provided by the Financial Services Compensation Scheme is free and impartial.

You can find out more information about the Financial Services Compensation Scheme by visiting their website at www.fscs.org.

# PRIVACY POLICY

We will process any personal information we obtain in the course of providing our services to you in accordance with all relevant data protection legislation and in line with our own Data Protection Policy. We are committed to ensuring that your privacy is protected and that you know how your data is used and what your rights are.

iFarm Underwriting is the controller of your data for the purpose of the sale and administration of your contract of insurance and for the broking of any related finance arrangement. This means that we are the business that decides what your data is used for. If you have any questions about how we handle your data, you can contact our data protection representative at our registered address:

**Data Protection Representative**
iFarm Underwriting
Crabtree Hall Business Centre
Little Holtby
Northallerton DL7 9LN

Alternatively, you can email us at
**data.protection@ifarmunderwriting.co.uk.**

Aside from data collected pursuant to the activities outlined under the sub-heading 'Credit checks', any personal data we collect will come directly from you or your chosen representative. This may include your name, your address, your contact details, information relevant to your policy, and demographic information. At times and dependent upon the nature of your policy, this may include data that the law classifies as being part of a special category, such as data relating to your health. It also includes all details you provide to us via telephone calls, all of which are recorded for quality, training and crime prevention purposes.

We only use your data for the purpose of providing you with an insurance policy and the services associated therewith, and potentially to provide you with marketing material in relation to products, services, and information that we believe you may find interesting.

Certain items of data we collect from you may form part of a statutory or contractual requirement that we need to meet in order to provide you with an insurance policy.

Data protection legislation requires us to have a lawful basis for processing your personal data. We rely on the following when arranging your contract of insurance and, where applicable, premium finance:

- Consent - where you have given us explicit consent to use your data for a specific purpose
- Contract - where our use of your data is necessary for the entering into or fulfilment of your contract of insurance
- Legitimate interests - where our use of your data is necessary for your legitimate interests

Where your data is part of a special category, we will only process it on the basis that it is in the public interest to do so, under the legal exemption for insurance.

We will only hold your data for as long as we require it to fulfil the purpose for which it was collected. On this basis, we may hold your data for up 40 years post-expiry of your cover – for example, where a product you have chosen includes any type of insurance where a claim could be made by you or a third party even after your contract with us has ended, such as liability insurance. After this period, your data is deleted.

In administering your insurance and, where applicable, arranging premium finance, it will be necessary for us to pass such information to insurers and other relevant product or service providers which may also provide us with business and compliance support. We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We may contact you or pass your details to other companies associated with us in order to promote products or services which may be of interest to you. We will not otherwise use or disclose the personal information we hold without your consent.

Your data will not be transferred outside of the United Kingdom except in the following circumstances:

- Where the nature of your insurance is outside of the United Kingdom and such a transfer is required for the performance of your insurance contract. If this is the case, you can request full details of any such transfer and of the safeguards we will implement to ensure its security. We only carry out such transfers in a secure manner with adequate technical protection.
- Where we contact you to promote products or services which may be of interest to you, we may do so via an emailing service that is based in the United States of America. Full details about the technical security in place can be provided upon request, but please be assured that the service provider has implemented protective measures to ensure its compliance with security standards on an international scale.

It is important to us that you are aware of the rights you have in relation to the personal data we hold about you. You can:

- Ask us to give you further information about the collection and use of your data
- Ask us to give you access to your data
- Ask us to rectify your data where you have identified that it is inaccurate
- Ask us to erase your data
- Ask us to move, copy or transfer your data
- Ask us to stop or restrict use of your data
- Object to our use of your data on the basis of legitimate interests and for direct marketing
- Withdraw any consent you have previously given us

You can exercise any of these rights by contacting our data protection representative as per the details above.

As well as contacting us, you have the right to lodge a complaint with our supervisory authority, the Information Commissioner's Office. You can do so by using their live chat facility at https://ico.org.uk/concerns/ or by calling them on 0303 123 1113.

**Credit checks**

We and other firms involved in arranging your insurance (insurers, other intermediaries or premium finance companies) may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds. The relevant party will give full information of any such use of your data in their privacy policy and will obtain your consent where legally required.

If you have any questions about this or any other matter, please do not hesitate to contact us using the details displayed above.

We place your insurance with Accelerant Insurance UK Limited. A copy of Accelerant's Privacy Policy is available upon request.

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