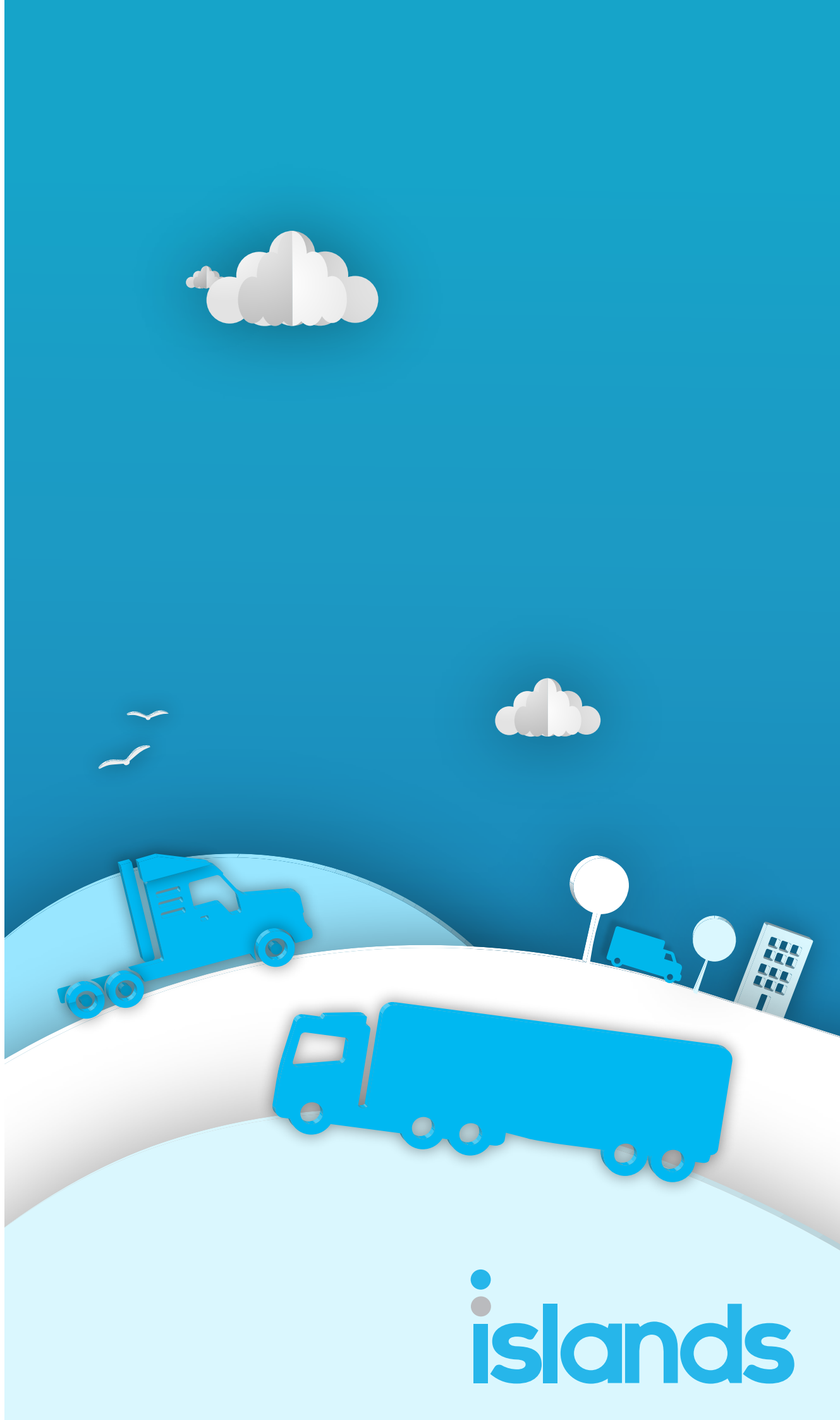


Commercial Vehicle

POLICY

IIGMCV_062022v1.0



 islands



Thank you for choosing Islands Insurance and NFU Mutual.

Jersey

M J Touzel (Insurance Brokers) Ltd, Kingsgate House, 55 The Esplanade, St Helier, Jersey, JE1 4HQ

www.islands.je
01534 835383
insure@islands.je

Guernsey

The Islands' Insurance Brokers Ltd, PO Box 449, Plaza House, Elizabeth Avenue, St Peter Port, Guernsey GY1 3ZZ

www.islands.gg
01481 710731
insure@islands.gg

Alderney

The Islands' Insurance Brokers Ltd, 17 Victoria Street, Alderney, GY9 3TA

www.islands.gg
01481 824100
alderney@islands.gg

Jersey

This policy is underwritten and arranged by M J Touzel (Insurance Brokers) Ltd, trading as Islands Insurance, on behalf of The National Farmers Union Mutual Insurance Society Limited (NFU Mutual). M J Touzel (Insurance Brokers) Ltd is registered in Jersey (No. 2589) at Kingsgate House, 55 The Esplanade, St Helier, Jersey, JE1 4HQ and is regulated by the Jersey Financial Services Commission (JFSC) under the Financial Services (Jersey) Law 1998 for General Insurance Mediation Business (No: GIMB 0046). A member of the Islands Insurance Group of companies, which is wholly owned by the National Farmers Union Mutual Insurance Society Limited.

Guernsey & Alderney

This policy is underwritten and arranged by The Islands' Insurance Brokers Ltd (Islands Insurance) on behalf of The National Farmers Union Mutual Insurance Society Limited (NFU Mutual). The Islands' Insurance Brokers Ltd is registered in Guernsey (No. 6841) at PO Box 449, Plaza House, Elizabeth Avenue, St Peter Port, Guernsey GY1 3ZZ and is regulated by the Guernsey Financial Services Commission (GFSC) under The Insurance Managers and Insurance Intermediaries (Bailiwick of Guernsey) Law 2002 as an Intermediary for general insurance only (No: 13696) and licensed under section 13 of The Lending, Credit and Finance (Bailiwick of Guernsey) Law, 2022 to provide Credit provision in relation to regulated agreements (Part II). A member of the Islands Insurance Group of companies, which is wholly owned by the National Farmers Union Mutual Insurance Society Limited.

Thank you for placing your Insurance with NFU Mutual

Cancellation Rights

If **YOU** do not want to accept **YOUR** new cover, **YOU** may cancel the cover by writing to or calling the Islands Insurance office which issued **YOUR** policy within 14 days of receiving the policy or amendment to an existing policy. **YOUR** Certificate of Insurance and Windscreen Insurance Display, if issued, must be returned to **US**. **WE** may charge pro rata for the cover provided.

Complaints

We strive to provide our customers with the highest level of service and would like to know if you are not satisfied with any aspect of this. If **YOU** are unhappy with the service **YOU** receive, please tell **US** straight away as **WE** would like the chance to put things right. **YOU** can do this by calling or writing to the Islands Insurance office which issued this policy.

If **YOU** remain unhappy with the outcome, depending on your circumstances, **YOU** may be able to refer **YOUR** complaint to one of the following Financial Ombudsman Services:

- 1 The Channel Islands Financial Ombudsman at PO Box 114, St Helier, JE4 9QG.

For more information visit www.ci-fo.org or call **01534 669800 (Jersey)** or **01481 722218 (Guernsey/Alderney/Sark)**

- 2 The Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London E14 9SR.

For more information visit www.financial-ombudsman.org.uk or call **0800 023 4567** from a landline or **0300 123 9123** from a mobile phone.

Please always quote **YOUR** policy number as it will enable **YOUR** complaint to be dealt with promptly.

Language

The contract and other documents are drawn up in the English Language. **WE** will communicate with **YOU** in English throughout the duration of the policy.

Financial Services Compensation Scheme

WE are covered by the Financial Services Compensation Scheme (**FSCS**), which means that **YOU** may be entitled to compensation from the Scheme if **WE** cannot meet **OUR** obligations. This depends on the type of policy **YOU** have and the circumstances of the claim. **YOU** can find out more at www.fscs.org.uk or by calling **0800 678 1100**.

Statutory Status

YOU can check **OUR** statutory status on the Financial Services Register. **YOU** can access the Financial Services Register from the Financial Conduct Authority (**FCA**) website www.fca.org.uk or by calling the **FCA** on **0800 111 6768**. **OUR** Financial Services Register number is 117664.

Privacy Policy

To find out more about how **WE** use **YOUR** personal information and **YOUR** rights, and how **WE** may process the personal information of anyone named in **YOUR** policy or any beneficiary of **YOUR** policy, please go to the Privacy Policy on the Islands Insurance website - www.islands.insure/privacy-policy/. Please share the Privacy Policy with any individuals named on **YOUR** policy.

Fraud Prevention and Detection

To prevent and detect fraud **WE** may at any time check, share and/or file details including information about **YOU** or anyone who may benefit from this policy with other organisations, fraud prevention agencies, databases and public bodies including the police. If **WE** are given false or inaccurate information and **WE** identify or suspect fraud, **WE** will record this. This may prevent **YOU** gaining access to alternative insurance and/or financial services. **OUR** Privacy Policy includes information about what **WE** do with **YOUR** personal data or the personal data of anyone who may benefit from this policy for this purpose.

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POLICY INTRODUCTION

In return for **YOU** paying **YOUR** premium and **US** accepting it, **WE** will insure **YOU** in line with the terms of **YOUR** policy for accidental loss, injury or damage which occurs within the **TERRITORIAL LIMITS** during the **PERIOD OF INSURANCE**.

This policy is evidence of the contract between **YOU** and **US**, and is based on the information **YOU** provided, which is confirmed in the statement of insurance.

YOUR policy, **SCHEDULE**, **CERTIFICATE** and any endorsements describe the cover **WE** are providing. Please read all the documents carefully to make sure **YOU** have the cover **YOU** need.

This contract and the relationship between **NFU MUTUAL** and **YOU** shall be governed by, and interpreted in accordance with the appropriate law as set out below unless **WE** agree with **YOU** otherwise:

- 1 The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which **YOU** normally live or (if applicable) the first named policyholder normally lives or part of the United Kingdom, Channel Islands or Isle of Man where **YOU** have **YOUR** principal place of business; or
- 2 In the case of a business or organisation, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where **YOU** have **YOUR** principal place of business; or
- 3 Should neither of the above be applicable, the law of England and Wales.



Tim Brangwyn

Managing Director

The Islands Insurance Group

Note: The issue by **US** to **YOU** of a policy makes you a member of The National Farmers Union Mutual Insurance Society Limited ("**THE SOCIETY**"), on the terms of **THE SOCIETY'S** memorandum and articles of association. These are available from the Company Secretary at **OUR** registered office.

Definitions

Wherever the following words or phrases appear in the policy in capital letters they will have the meanings described below, unless described otherwise.

CERTIFICATE

The Certificate of Motor Insurance issued as required by law to provide evidence of the existence of **YOUR** motor insurance. A "Cover Note" is a temporary Certificate of Motor Insurance.

FIELD SPORTS ACTIVITIES

Farming and organised shooting sports activities or events carried out in the open countryside e.g. hunting and target shooting.

FIRE

Fire, self-ignition, lightning, or explosion.

INJURY

Bodily injury, death, illness or nervous shock.

INSURED/YOU/YOUR

Every person or organisation described in the **SCHEDULE**.

MARKET VALUE

The amount it would cost to replace the **VEHICLE** (or **TRAILER**) with one of the same make, model, specification, age and condition.

NFU MUTUAL/WE/US/OUR

The National Farmers Union Mutual Insurance Society Limited.

PERIOD OF INSURANCE

As stated in the **SCHEDULE** and for any further period for which **WE** accept the premium.

SCHEDULE

The latest Commercial Vehicle Schedule forming part of this policy.

TERRITORIAL LIMITS

The United Kingdom, the Republic of Ireland, the Isle of Man and the Channel Islands, including transit between them.

N.B. This definition does not apply to "European Motor Assistance Gold", "Motor Legal Protection" or "Helpline Service".

THEFT

- 1 any actual or attempted theft or taking the **VEHICLE** without **YOUR** permission (other than by a member of **YOUR** immediate family or someone living in **YOUR** household);
- 2 any malicious damage, **FIRE** or explosion resulting from or following 1 above.

TRAILER

Any trailer (but not any mechanically propelled vehicle whether disabled or not).

USE

Social Domestic and Pleasure. The act of using **YOUR VEHICLE** for **YOUR** own personal use which is unrelated to **YOUR** business, trade or profession.

Commuting. The act of using **YOUR VEHICLE** to drive the whole or part of the journey to and from **YOUR** usual place of work.

Business Use. The act of using **YOUR VEHICLE** for **YOUR** business, trade or profession or for the business of **YOUR** employer. This does not include commercial travelling.

Commercial Travelling. The act of using **YOUR VEHICLE** for unsolicited door to door sales.

Voluntary Use. The act of using **YOUR VEHICLE** on behalf of any voluntary organisation or body which is unrelated to **YOUR** business, trade or profession, where **YOU** receive no payment, or receive mileage expenses with no element of profit.

Driving instruction. The act of using **YOUR VEHICLE** for the teaching of driving skills as part of **YOUR** business, trade or profession.

VEHICLE

Any motor vehicle which **WE** have agreed to insure and for which **YOU** have paid or have agreed to pay the premium.

General Exceptions

(Applying to the whole policy)

1 Uninsured Drivers and Use

WE will not pay for any **INJURY**, loss or damage while any **VEHICLE** is being used for:

- a) any purpose not permitted by the "Limitations as to Use" in the **CERTIFICATE** (or by endorsement if a **CERTIFICATE** has not been issued);
 - b) rallies and competitions, other than road safety rallies and treasure hunts;
- or is being driven:
- c) by anyone who is not permitted to drive by the **SCHEDULE**;
 - d) by **YOU** if **YOU** are disqualified from driving, or do not hold a valid and current licence to drive the **VEHICLE**;
 - e) with **YOUR** consent by any person who **YOU** know is disqualified from driving, or does not hold a valid and current licence to drive the **VEHICLE**.

If the damage is caused by **THEFT** then **WE** will not apply Exception a) or c).

If a licence is not required by law then Exceptions c), d) and e) will not apply and **WE** will pay, provided the driver:

- a) is competent in driving the **VEHICLE**;
- b) has the owner's permission to drive;
- c) is at least 17 years of age;
- d) is entitled to drive in the **CERTIFICATE** (if the requirement to possess a licence is ignored).

2 Liability Assumed Under Agreement

WE will not pay for any liability arising from an agreement if that liability would not arise in the absence of that agreement.

3 Radioactivity

WE will not pay for **INJURY**, loss or damage arising from:

- a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

4 War Risks

WE will not pay for any consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. However, **WE** will pay where it is necessary to meet the requirements of the Road Traffic Acts.

5 Riot

WE will not pay for any consequence of riot or civil commotion in Northern Ireland or any country which is not a member of the European Union (other than Great Britain, the Channel Islands or the Isle of Man).

6 Fraud and Misrepresentation

If **YOU** or anyone acting for **YOU**:

- a) makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent declaration, statement or other device; and/or
- b) intentionally misrepresents and/or misdescribes and/ or withholds any material relevant to:
 - i. this insurance; or
 - ii. anyone named on the policy **SCHEDULE**;

WE will not pay any part of **YOUR** claim or any other claim which **YOU** have made or which **YOU** may make under the policy and **WE** will have the right to:

- a) avoid, or at **OUR** option cancel, the policy without returning any premium that **YOU** have paid;
- b) recover from **YOU** any amounts that **WE** have paid in respect of any claim, whether such claim was made c) before or after the fraudulent claim; and/or
- c) refuse any other benefit under the policy.

7 Assault

WE will not pay for **INJURY** which is the direct or indirect consequence of assault or alleged assault.

- 8 Unless **WE** have agreed to provide cover for specific circumstances by endorsement, the following exclusions will apply:

a) Terra Firma, Airside and Rails

WE will not pay for any claim involving **YOUR VEHICLE** or **TRAILER** if it is:

- i. not running solely on terra firma, however this exclusion shall not apply to vehicles designed primarily for use on land;
- ii. within an airport, airfield, aerodrome or military base in areas which are used for aircraft take off and landing, hangars, aircraft taxi ways, aircraft parking areas or service roads, ground equipment parking areas and any parts of passenger terminals within the Customs examination area. This exclusion does not apply to public roads or car parks at airports;
- ii. fitted with wheels enabling it to travel on rails.

b) Explosives

WE will not pay for any claim if **YOUR VEHICLE** or **TRAILER** is being used for the transportation of high explosives such as nitro glycerine, dynamite or any other similar explosive. This does not apply to the carriage of live shotgun cartridges for **FIELD SPORT ACTIVITIES**.

c) Chemicals and Gases

WE will not pay for any claim if the principal use of **YOUR VEHICLE** or **TRAILER** is the carriage of chemicals or gases in liquid compressed or gaseous form with a classification of 1 to 9 in **UN** Recommendations on the Transport of Dangerous Goods, Model Regulations ("Orange Book").

d) Armed Forces and Law Enforcement

WE will not pay for any claim if **YOUR VEHICLE** or **TRAILER** is being used for armed forces and/or law enforcement purposes but this exclusion shall not apply to private vehicles of such personnel.

9 VAT

WE will not pay the **VAT** or equivalent local tax element of any claim where **YOU** are able to recover **VAT** or equivalent local tax element.

General Conditions

(Applying to the whole policy)

1 How to Claim

Any event which might become a claim under the policy must be reported to **US** as soon as possible. **WE** will require written details of any claim, except where the only damage is broken glass in the **VEHICLE**'s windscreen, windows or sunroof. Please ask for a claim form. Supporting documentation (estimates, bills and the like) must also be sent to **US**.

YOU should not answer any letter, claim, writ or other document relating to a claim but send them to **US** without delay.

No one must attempt to negotiate any claim nor admit or repudiate any claim, without **OUR** permission.

Any **THEFT**, or damage caused by **THEFT**, malicious persons or vandals, must be reported to the police.

2 Control of Claims

WE are entitled to:

- a) receive all necessary information and assistance from **YOU** or anyone else insured under this policy;
- b) take over and conduct the defence or settlement of any claim. **WE** will do this in **YOUR** name, or in the name of anyone else who is insured by the policy.
- c) take proceedings to recover any amount **WE** have paid or are due to pay under the policy. **WE** will do this for **OUR** benefit and at **OUR** expense, but using **YOUR** name or the name of anyone else who is insured by the policy.

3 Duty to Take Care

YOU must do all that **YOU** reasonably can:

- a) to maintain the **VEHICLE**, and any **TRAILER** which is insured, in good working order and in a roadworthy condition;
- b) to safeguard all property covered by this policy from **THEFT**, loss or damage;
- c) to prevent **INJURY** to other persons or damage to their property;
- d) to comply with relevant statutory requirements and regulations imposed by any authority.

YOU must allow **US** free access at all reasonable times to examine the **VEHICLE** and any **TRAILER** which is insured.

4 Other Insurance

If, when an accident occurs, which leads to a claim under this policy, there is any other insurance covering the same liability, loss or damage, **WE** will only pay **OUR** share of the claim.

If the claim involves a **VEHICLE** loaned to **YOU** by **OUR** approved repairer, **WE** will not pay any part of the claim covered by the approved repairer's insurance.

This condition does not apply to Personal Accident, or Liability to the Public – "Other Persons' Cover" or "Movement of Other Vehicles".

5 Cancellation of the Policy

YOU may cancel **YOUR** policy, by writing to **US** or calling **US**. **WE** will then refund part of **YOUR** premium unless **YOU** have made a claim in the current **PERIOD OF INSURANCE**. The cancellation will be effective from the date **YOU** tell **US** that **YOUR** policy is to be cancelled or from a future date advised by **YOU** or from an earlier date at **OUR** sole discretion.

WE may cancel **YOUR** policy at any time by giving **YOU** 14 days' notice in writing. **OUR** cancellation letter will be sent to the latest address **WE** have for **YOU**.

The reasons why **YOUR** policy may be cancelled include, but are not limited to:

- a) where **YOU** or anyone acting for **YOU** commits fraud or makes a misrepresentation in order to gain an advantage under any aspect of **YOUR** policy;
- b) where a change in **YOUR** circumstances means that **WE** can no longer provide cover;
- c) failure to comply with policy terms and conditions;
- d) use of threatening or abusive behaviour or language, or intimidating or bullying of **OUR** staff or suppliers;
- e) if **YOU** default under the Islands Credit Agreement to pay the premium, cover under **YOUR** policy will cease in accordance with the conditions of the Credit Agreement.

General conditions

(Applying to the whole policy)

If **WE** cancel **YOUR** policy **WE** will refund the part of **YOUR** premium applying to the remaining **PERIOD OF INSURANCE** unless fraud or misrepresentation has been identified or a claim has been made when **WE** may not refund any premium.

6 Arbitration

Where **WE** have accepted a claim but there is disagreement over the amount to be paid, the matter will be decided by an arbitrator. **WE** and **YOU** will jointly agree the identity of the arbitrator in line with current law. The arbitrator will decide who pays the fees, for example the fees may be split between the parties, or one party may pay all the fees.

7 Observing the Terms and Conditions

YOU, or anyone else seeking the benefit of this policy, must observe its terms and conditions.

8 Right of Recovery

The law of any country where **WE** are providing cover may require **US** to settle a claim which **WE** would not otherwise have paid. If this happens, **WE** reserve the right to recover this amount from **YOU**, or from whoever incurred the liability.

9 Changes **YOU** must tell **US** about

YOU must tell **US** of any change to the information **YOU** have provided to **US** as detailed in **YOUR** Statement of Commercial Vehicle Insurance and **YOUR SCHEDULE**. Failure to tell **US** of any change may invalidate **YOUR** policy, prevent **YOU** from making a claim or affect the amount that **YOU** are able to claim.

When **YOU** inform **US** of any change, **WE** will tell **YOU** if it affects **YOUR** insurance. **WE** may cancel or alter the terms of the policy or amend the premium before **YOUR** next renewal or at **YOUR** next renewal.

YOU must tell **US** before:

- any **VEHICLE** insured on **YOUR** policy is modified in any way;
- **YOU** change any **VEHICLE** insured on **YOUR** policy;
- **YOU** change **YOUR** usage of any **VEHICLE** insured on **YOUR** policy, such as changing from social domestic and pleasure only to include business use;
- **YOU** allow any **VEHICLE** insured on **YOUR** policy to be driven by anyone who is not already insured to drive it;
- **YOU** change **YOUR** vehicle registration number;
- **YOU** register a **VEHICLE** previously not registered for road use;
- **YOU** wish to change the level of cover for **YOUR VEHICLE**.

YOU must tell **US** immediately if:

- **YOU** sell or dispose of any **VEHICLE** insured on **YOUR** policy;
- there is any change to the registered keeper or owner of any **VEHICLE** insured on **YOUR** policy;
- there is any change to the identity of the main driver of any **VEHICLE** insured on **YOUR** policy;
- **YOU** permanently export any **VEHICLE** insured on **YOUR** policy;
- **YOU** change **YOUR** postal address or the address at which any **VEHICLE** insured on **YOUR** policy is usually kept;
- **YOU** or any driver insured to drive any **VEHICLE** insured on **YOUR** policy changes occupation;
- **YOU** or any driver named to drive any **VEHICLE** insured on **YOUR** policy changes their name due to marriage or change by deed poll;
- **YOU** stop being a **UK** or Channel Islands resident;
- **YOU** or any driver named to drive any **VEHICLE** insured on **YOUR** policy incurs any criminal convictions;
- **YOU** or any driver insured to drive any **VEHICLE** insured on **YOUR** policy is involved in any incident which could give rise to a claim no matter how trivial the incident;
- **YOU** or any driver insured to drive any **VEHICLE** insured on **YOUR** policy have been disqualified from driving, had the entitlement to drive suspended or revoked, or if driving licence status has changed in any way (e.g. attained full licence from provisional or restrictions applied).

REMINDER: The Law requires **YOU** to tell the Driver and Vehicle Licensing Agency (**DVLA**), the Driver and Vehicle Agency Northern Ireland (**DVA**) and authorities on the Isle of Man, Jersey, Guernsey and Alderney about any condition that may affect **YOUR** ability to drive safely. If a Doctor asks **YOU** to stop driving immediately, please follow this advice and contact the appropriate authorities for further guidance.

General conditions

(Applying to the whole policy)

YOU must tell US at next renewal of YOUR policy if:

- **YOU** or any driver insured to drive any **VEHICLE** insured on **YOUR** policy have been involved in any accident, theft or loss, regardless of fault, when driving any vehicle not insured on this policy;
- **YOU** or any driver insured to drive any **VEHICLE** insured on **YOUR** policy has incurred any motoring convictions (including prosecutions pending), driving licence endorsements and/or fixed penalty notices (endorsed on their licence);
- **YOU** or any driver insured to drive any **VEHICLE** insured on **YOUR** policy has:
 - incurred any Court Judgments e.g. CCJs whether satisfied or not;
 - incurred any form of bankruptcy proceedings e.g. Individual Voluntary Arrangements (IVAs)/Trust deeds and/or statutory insolvency proceedings e.g. Company Voluntary Arrangements (CVAs);
 - had any insurance refused, cancelled, declared void (as though it never existed) and/or had renewal declined or special terms imposed since the policy last renewed;
- **YOU** anticipate the declared mileage of **YOUR VEHICLE** during the next **PERIOD OF INSURANCE** will be significantly different to that declared;
- **YOU** are a business and **YOU** have, or do not have, current business public liability insurance in force;
- **YOU** are a business and **YOU** have current membership, or there are any changes to **YOUR** membership, of any trade organisation or professional body.

10 Renewal of the Policy

Prior to the renewal date of **YOUR** policy, **WE** will send **YOU** details of:

- a) the terms on which **YOUR** policy may be renewed;
- b) any changes to the policy cover; and
- c) the actions **YOU** need to take to renew **YOUR** policy.

If **YOUR** payment method for the policy is Direct Debit then **YOUR** policy will be automatically renewed using the payment details **YOU** have given to **US**.

YOU agree that **WE** may deduct the premium(s) for the renewed policy from **YOUR** nominated bank account unless **YOU** tell **US** that **YOU** do not wish to continue paying the premium in monthly instalments by Direct Debit, or **YOU** do not wish to renew **YOUR** policy.

If **YOUR** payment method for the policy is not Direct Debit then **YOU** must contact **US** before the renewal date to arrange payment.

- If **YOU** do not want to renew **YOUR** policy or **YOU** want to change the payment method **YOU** must contact **US** prior to renewal unless **WE** have told **YOU**, in writing, that this is unnecessary.
- If **WE** do not want to offer renewal of **YOUR** policy **WE** will contact **YOU** in writing in accordance with the Cancellation of the Policy General Condition.

Permitted Use

WE will cover the **VEHICLE** while it is used for its permitted **USE**.

The permitted **USE** for the **VEHICLE** is shown in the **CERTIFICATE** under limitations as to use. Where a **CERTIFICATE** is not issued, the permitted **USE** is described by endorsement or on the **SCHEDULE**.

Level of Cover

The cover applicable to **YOUR VEHICLE(s)** is explained below. **YOUR SCHEDULE** will show the level of cover applicable for each **VEHICLE** insured.

Comprehensive

All sections of the policy apply.

Third Party, Fire and Theft

The following sections of the policy apply:

- Damage to the Vehicle – **YOU** are only covered for loss of or damage to the **VEHICLE** by **FIRE** or **THEFT**
- Liability to the Public
- Trailers
- **EU** Compulsory Insurance
- Servicing and Repair
- Motor Legal Protection

Third Party Only

The following sections of the policy apply:

- Liability to the Public
- Trailers
- **EU** Compulsory Insurance
- Servicing and Repair
- Motor Legal Protection

Accidental Damage, Fire and Theft

The following sections of the policy apply:

- Damage to the Vehicle
- Trailers
- Motor Legal Protection

Fire and Theft

The following sections of the policy apply:

- Damage to the Vehicle – **YOU** are only covered for loss of or damage to the **VEHICLE** by **FIRE** or **THEFT**
- Motor Legal Protection

Damage to the Vehicle

What is insured

YOUR Cover

If the **VEHICLE** is subject to **THEFT** or damaged **WE** will:

- 1 pay the cost of repair; or
- 2 pay the amount of the loss or damage; or
- 3 replace the **VEHICLE**.

WE will decide which of the above applies.

If **WE** decide to repair the **VEHICLE**, **WE** may use parts and accessories which are not supplied or made by the original manufacturer of the **VEHICLE**.

Maximum Amount Payable

- 1 The maximum **WE** will pay will be:
- 2 the **MARKET VALUE** of the **VEHICLE**; or
- the value shown on the **SCHEDULE**;

whichever is less.

If the **VEHICLE** is subject to **THEFT**, and then recovered after **WE** have paid for the loss of the **VEHICLE**, it will then belong to **US**.

If the **VEHICLE** is so badly damaged that it is uneconomic to repair it, **WE** will settle the claim and the damaged **VEHICLE** will then belong to **US**.

Tools and Personal Effects

If tools or personal effects in or on the **VEHICLE** are lost or damaged by **FIRE**, **THEFT** or in an accident **WE** will pay up to £250.

Recovery and Delivery

If the **VEHICLE** is immobilised as a result of loss or damage insured by this section **WE** will also pay the reasonable costs of:

- 1 protecting and transporting the **VEHICLE** to **OUR** Approved Repairer or the nearest other suitable repairer;
- 2 returning the **VEHICLE** after repair to **YOUR** address shown in the **SCHEDULE**, or any other address **YOU** specify as long as this does not cost more than returning it to **YOUR** address in the **SCHEDULE**.

Repairs

If **WE** have been informed of an accident and given a detailed estimate of the repairs, **YOU** may then arrange for work to be started on any reasonable repairs.

What is not insured

WE will not pay for:

- 1 anything which results in the **VEHICLE** or any part of the **VEHICLE** being in a better condition than before it was damaged;
- 2 wear and tear, damage caused by or arising from wear and tear, depreciation or loss of use;
- 3 reduction in the **MARKET VALUE** of the **VEHICLE** as a result of a repair;
- 4 damage to tyres by punctures, cuts, bursts or braking;
- 5 damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed;
- 6 mechanical, electrical, electronic, computer failures or breakdowns or breakages;
- 7 trade or business goods or samples.
- 8 where the **VEHICLE** is not to **UK** or European specification and parts or accessories become unobtainable or obsolete in pattern and therefore out of stock in the **UK**:
 - a) increased repair and replacement parts or accessory costs due to non availability and/or waiting times for delivery; or
 - b) storage costs whilst awaiting commencement of repair to the **VEHICLE**.

The amounts YOU have to pay

- 1 If the only claim made is for the cost of replacing broken glass in the **VEHICLE**'s windscreen, windows or sunroof (and repairing bodywork if this is damaged by the breakage), **YOU** must pay the amount shown on **YOUR SCHEDULE**.

YOU will not be asked to pay anything towards the cost of the claim if the glass is repaired rather than replaced.

- 2 **YOU** must pay the amount shown on **YOUR SCHEDULE** for loss or damage caused by **THEFT**, unless
 - a) the loss or damage happened when the **VEHICLE** was garaged in a securely locked building of substantial construction, or a compound surrounded by secure walls or fences; or
 - b) the only items subject to **THEFT** are the **VEHICLE** keys or lock transmitter.
- 3 **YOU** must pay the amount shown on **YOUR SCHEDULE** when the **VEHICLE** (not being a vehicle loaned to **YOU** by **OUR** Approved Repairer) is being driven by or is in the charge of a person
 - a) aged under 21; or
 - b) aged between 21 and 25.

YOU will not have to pay the excess shown on **YOUR SCHEDULE** for accidental damage where damage

- 1 is caused by **FIRE** or **THEFT**; or
- 2 is limited to broken glass in the **VEHICLE**'s windscreen or sunroof (and bodywork if this is damaged by the breakage); or
- 3 happens while the **VEHICLE** is in the custody of a member of the Motor Trade for servicing or repair.

Liability to the Public

Definitions for this section only

COSTS

- 1 all legal costs recoverable from **YOU** by any claimant which have been incurred before **WE** have paid or offered to pay either the full amount of the claim or the indemnity limit applicable;
 - 2 solicitors' fees for representation at any coroner's inquest or fatal inquiry or defending in any court of summary jurisdiction;
 - 3 costs for legal services to defend any person **WE** insure, if proceedings are taken for manslaughter or causing death by careless or dangerous driving;
 - 4 all other costs and expenses;
- all incurred with **OUR** written consent.

POLLUTION

All pollution or contamination of buildings, other structures, water, land or the atmosphere and all damage or **INJURY** caused directly or indirectly by such pollution or contamination.

What is insured

YOUR Cover

WE will pay all damages and **COSTS** for which **YOU** are legally liable if there is **INJURY** to any person or any damage to property in an accident involving:

- 1 the **VEHICLE**;
- 2 the loading or unloading of the **VEHICLE**;
- 3 any **TRAILER** attached to the **VEHICLE**;
- 4 one disabled mechanically-propelled vehicle while attached to the **VEHICLE**;

Provided that, in respect of damage to property, the maximum amount payable for any one claim or a number of claims arising out of one cause, will be £5,000,000 exclusive of **COSTS**.

Other Persons' Cover

In the same way as **YOU** are covered, **WE** will cover:

- 1 anyone **YOU** allow to drive the **VEHICLE** provided this is permitted by the **SCHEDULE** and/or **CERTIFICATE** and they have permission from the owner;
- 2 anyone who hires the **VEHICLE** provided this is permitted by the **SCHEDULE** and/or **CERTIFICATE** and they have the permission from the owner;
- 3 anyone while using (but not driving) the **VEHICLE**;
- 4 any passenger while travelling in or getting into or out of the **VEHICLE**;
- 5 the legal personal representative of any deceased person who, before their death, incurred liability covered by this section.

Emergency Treatment

WE will pay for Emergency Treatment Fees as required by the Road Traffic Acts.

Application of Limits of Indemnity

In the event of **US** providing indemnity to more than one person any limitation in this policy of the amount of that indemnity shall apply, in priority, to the **INSURED**.

Joint Insured Clause

Where more than one person is named in the **SCHEDULE** and/or **CERTIFICATE** as the policyholder this policy will apply separately to each, as if a separate policy had been issued to each, but this shall not increase **OUR** total liability beyond any limit referred to in this policy.

Movement of Other Vehicles

If **YOU** (or any employee authorised by **YOU**) moves a vehicle not insured by this policy, which is parked in a position which obstructs the legitimate path of the **VEHICLE**, **WE** will pay all damages and costs for which **YOU** are legally liable, if moving that car causes:

- 1 **INJURY** to any person; or
- 2 damage to that vehicle or any other property.

However, **WE** will not pay if there is any other insurance covering the **INJURY** or damage.

Provided that, in respect of damage to property, the maximum amount payable for any one claim or a number of claims arising out of one cause, will be £5,000,000 exclusive of **COSTS**.

What is not insured

WE will not pay for

- 1 **INJURY** to any person arising out of or in the course of their employment by any person insured by this policy, unless required by the Road Traffic Acts.
- 2 Other Persons' Cover part 1 and 2 unless the person driving holds a licence to drive the **VEHICLE** or has held and is not disqualified from holding or obtaining such a licence and they are driving on **YOUR** order or with the permission of **YOU** or the hirer of the **VEHICLE**.
- 3 Other Persons' Cover part 4 if, to the knowledge of the person claiming, the person driving does not hold a licence to drive the **VEHICLE** unless they have held and are not disqualified from holding or obtaining such a licence.
- 4 Exclusions 2 and 3 above shall not apply when a licence is not required by law, provided the person driving
 - a) Is competent in driving the **VEHICLE**;
 - b) Has the owner's permission to drive;
 - c) Is at least 17 years of age.
- 5
 - a) damage to any vehicle, trailer, disabled mechanically-propelled vehicle, motorcycle or property which belongs to anyone insured by this section; or
 - b) damage to any vehicle, trailer, disabled mechanically-propelled vehicle, motorcycle or property which is in the custody or control of anyone insured by this section; or
 - c) any other loss resulting directly or indirectly from damage to any vehicle, trailer, disabled mechanically-propelled vehicle, motorcycle or property which belongs to or is in custody or control of anyone insured by this section.

WE will not apply the exclusion under 5 b) above to the "Movement of Other Vehicles" cover of this section for damage to the vehicle being moved.
- 6 Liability incurred by anyone, other than **YOU**, if they are insured under any other insurance policy.
- 7 **INJURY** or damage or any resulting loss, cost or expense caused directly or indirectly by Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss unless **WE** provide cover to meet the requirements of the Road Traffic Acts.

Terrorism means an act, including but not limited to the use of and/or threat of force or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

If **WE** allege that because of this exception any **INJURY**, damage, cost or expense is not covered the burden of proving the contrary shall be upon **YOU**.

In the event that any portion of this exception is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 8 Damage to any property on which **YOU** are, or have been working, if the damage is caused directly or indirectly by the treatment or handling of such property.
- 9 **INJURY** or damage that arises beyond the limits of any carriageway or thoroughfare, in connection with the loading or unloading of any **VEHICLE** by any person other than the driver or attendant of the **VEHICLE**.
- 10 Unless it is necessary to meet the requirements of the Road Traffic Acts, **YOU** are not covered for liability in respect of **POLLUTION** other than **POLLUTION** arising directly from:
 - a) collision, impact or overturning; or
 - b) **FIRE**; or
 - c) malicious damage of or to the **VEHICLE**.

All **POLLUTION** and any death, **INJURY**, loss or damage arising directly or indirectly from **POLLUTION**, which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The maximum amount **WE** will pay for damage to property caused by or arising from **POLLUTION** which is deemed to have occurred during the **PERIOD OF INSURANCE** will be £5,000,000.

EU Compulsory Insurance

WE will provide the compulsory minimum insurance **YOU** must have by law to use the **VEHICLE** in:

- 1 any country which is a member of the European Union;
- 2 any other country which the Commission of the European Union is satisfied has made arrangements to meet the requirements of Article 8 of the **EC** Directive 2009/103/**EC** on insurance of civil liabilities arising from the use of motor vehicles.

Trailers

What is insured

Specified Trailers

WE will provide cover for any **TRAILER** specified in the **SCHEDULE** while attached to or detached from the **VEHICLE**.

The level of cover which applies is shown in the **SCHEDULE**.

The amount payable under "Damage to the Vehicle" is **YOUR** estimate of value or **MARKET VALUE**, whichever is less.

Unspecified Trailers

WE will provide cover for any unspecified **TRAILER** while attached to the **VEHICLE**.

The level of cover which applies is shown in the **SCHEDULE** provided the value of **YOUR VEHICLE** is sufficient to include the combined value of the unit and **TRAILER**.

What is not insured

We will not pay for:

- 1 anything which results in the **TRAILER** or any part of the **TRAILER** being in a better condition than before it was damaged;
- 2 wear and tear, damage caused by or arising from wear and tear, depreciation or loss of use;
- 3 reduction in the **MARKET VALUE** of the **TRAILER** as a result of a repair;
- 4 damage to tyres by punctures, cuts, bursts or braking;
- 5 damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed;
- 6 mechanical, electrical, electronic, computer failures or breakdowns or breakages;
- 7 any loss under "Liability to the Public" whilst the **TRAILER** is:
 - a) attached to a **VEHICLE** not covered by this policy;
 - b) detached from the **VEHICLE** unless specified in the policy.

Servicing and Repair

While the **VEHICLE** is in the custody of a member of the motor trade for servicing or repair, General Exceptions 1 a) and 1 c) restricting the use of the **VEHICLE** and who may drive it will not apply.

WE will not provide any cover under "Liability to the Public – Other Persons' Cover".

No Claims Discount

What applies

If the **VEHICLE** is eligible for no claims discount and no claim has been made involving that **VEHICLE** during the **PERIODS OF INSURANCE** shown below, then the **VEHICLE**'s next renewal premium will be reduced by the discount shown:

Period of Insurance	Discount
the previous year	20%
the previous two years	30%
the previous three years	40%
the previous four years or more	50%

Each claim will reduce the discount at **YOUR** next renewal from the level which applied during the **PERIOD OF INSURANCE**, according to the following scale:

Discount Entitlement	After 1 claim	After 2 claims
50%	30%	nil
40%	20%	nil
30%	nil	nil
20%	nil	nil

If a no claims discount has been allowed at inception of this policy, the percentage allowed at the first renewal will be the next higher percentage on the scale, provided that no claims have occurred before that renewal.

What does not apply

- 1 No claims discount is not normally transferable to anyone else. **WE** will decide if no claims discount can be transferred.
- 2 The following are not eligible for no claims discount:
 - a) **TRAILERS**;
 - b) Any **VEHICLE** covered for Fire and Theft or Accidental Damage, Fire and Theft.
- 3 Claims for the following will not affect **YOUR** entitlement to no claims discount:
 - a) Emergency Treatment Fees as required by the Road Traffic Acts;
 - b) Repairing or replacing broken glass in the **VEHICLE**'s windscreen, windows or sunroof (and repairing bodywork if this is damaged by the breakage);
 - c) Loss of or damage to a **TRAILER**;
 - d) Any claim where **WE** are able to recover the full cost of that claim from a third party (or would be able to but for the operation of a market claims handling agreement);
 - e) Replacement locks.

Motor Legal Protection

Welcome to ARAG

Thank **YOU** for purchasing this ARAG motor legal protection policy.

If **YOU** are involved in a motor accident, face prosecution for a motoring offence, require assistance in a contract dispute regarding the **INSURED VEHICLE** or need legal advice, **WE** are here to help you 24 hours a day, 365 days a year.

ARAG Legal Expenses Insurance Company Limited ('ARAG') is the underwriter and provides the legal protection insurance under **YOUR** policy.

To make sure **YOU** get the most from **YOUR** ARAG cover, please take time to read this policy which explains the contract between **YOU** and **US**.

How we can help

If **YOU** are involved in an accident which was not **YOUR** fault, **WE** will help **YOU** to pursue compensation for **YOUR** injuries, and/or to recover **YOUR** uninsured losses from the person who caused the accident. Uninsured losses could include **YOUR** motor insurance policy excess or other out-of-pocket expenses.

If the accident was entirely the other person's fault and the **INSURED VEHICLE** cannot be driven, **WE** can arrange to supply **YOU** with a comparable replacement hire vehicle until the **INSURED VEHICLE** can be repaired.

WE will do so only if **YOU** meet the hire company's terms and conditions of hire. For **US** to provide a replacement hire vehicle, the driver at fault must have valid motor insurance and be identified or traced. This service is available in England and Wales, on the mainland of Scotland and Northern Ireland and the Isle of Man, Jersey and Guernsey. Please note there may sometimes be circumstances, such as local unavailability, in which **WE** are unable to provide a comparable replacement vehicle. In such cases **WE** will try to provide an alternative replacement vehicle. If this is not possible **WE** will still seek to recover **YOUR** uninsured losses for the loss of use of the **INSURED VEHICLE**.

Where the driver at fault is uninsured or cannot be traced, **WE** will assist **YOU** in making a claim to the Motor Insurers' Bureau. **WE** can also defend **YOU** against motoring prosecutions, and assist **YOU** in contract disputes related to the **INSURED VEHICLE**.

When you need to make a claim

Phone **US** on **0800 783 6066** as soon as possible after **YOUR** accident to speak to one of **OUR** dedicated customer claims handlers. If **YOU** are calling from outside of the UK, please phone **US** on **+44 29 2085 4069**. If **YOU** are faced with a motoring prosecution, or a motor contract dispute, please phone **US** on **0344 893 9027**.

If you need any other help from us

If **YOU** wish to speak to **OUR** legal teams about a personal legal problem, please phone **US** on **0117 934 2121**. **WE** will ask **YOU** about **YOUR** legal issue and if necessary call **YOU** back to give **YOU** legal advice.

Please do not ask for help from a lawyer or hire a vehicle before **WE** have agreed. If **YOU** do, **WE** will not pay the costs involved even if **WE** accept the claim.

Important information

This is **YOUR** ARAG motor legal protection policy wording. It includes everything **YOU** need to know about **YOUR** cover.

Keep this document in a safe place as **YOU** will need to refer to it if **YOU** need to make a claim. If **YOU** are involved in an accident, remember to write down as many details as possible, such as:

- the name, address and phone number of the other driver(s) involved in the accident
- the registration number, make, model and colour of the other vehicle(s) involved in the accident
- the name of the company that insures the other vehicle(s), including any policy numbers
- the names, addresses and phone numbers of anyone who may have seen the accident
- the location where the accident took place
- the weather, road and visibility conditions at the time of the accident
- the movements that led to the accident.

ARAG motor legal protection is designed to help **YOU** if a motor accident was not **YOUR** fault and **YOU** have suffered an injury, need a replacement hire vehicle, or incurred other losses which are not covered under **YOUR** motor insurance policy. It also provides defence against motoring prosecutions and assistance with contractual disputes relating to the **INSURED VEHICLE**.

Motor Legal Protection

To make a claim under this section of the policy telephone **0800 783 6066** as soon as possible after the incident to speak with one of the dedicated customer claims handlers.

Please do not use the motor legal protection helpline phone number to report other insurance claims.

Definitions for this section only

The following words have these meanings wherever they appear in this section in capital letters:

APPOINTED REPRESENTATIVE

The **PREFERRED LAW FIRM**, law firm or other suitably qualified person **WE** will appoint to act on an **INSURED PERSON**'s behalf.

ARAG STANDARD TERMS OF APPOINTMENT

The terms and conditions (including the amount **WE** will pay to an **APPOINTED REPRESENTATIVE**) that apply to the claim, which could include a conditional fee agreement (no win, no fee).

Where a law firm is acting as an **APPOINTED REPRESENTATIVE** the amount is currently £100 per hour. This amount may vary from time to time.

COSTS AND EXPENSES

- a) All reasonable, proportionate and necessary costs chargeable by the **APPOINTED REPRESENTATIVE** and agreed by us in accordance with the **ARAG STANDARD TERMS OF APPOINTMENT**.
- b) The costs incurred by opponents in civil cases if an **INSURED PERSON** has been ordered to pay them, or pays them with **OUR** agreement

COUNTRIES COVERED

- 1 For insured incidents 1 Personal injury, 2 Uninsured loss recovery, 3 Motor prosecution defence and 4 Motor contract disputes:
The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey.
- 2 For insured incident 5 replacement hire vehicle:
England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.
* There may also be limited scenarios in which **WE** are able to accept a claim under 5 Replacement hire vehicle within other parts of the United Kingdom of Great Britain and Northern Ireland – please report such a claim to **US** for our assessment based on the circumstances.

DATE OF OCCURRENCE

- a) For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **DATE OF OCCURRENCE** is the date of the first of these events. (This is the date the event happened, which may be before the date **YOU** first became aware of it.)
- b) For motoring offences, the date of the motor offence an **INSURED PERSON** is alleged to have committed. If there is more than one offence arising at different times, the **DATE OF OCCURRENCE** is the date an **INSURED PERSON** began, or is alleged to have begun, to break the law.

INSURED PERSON

YOU, and any passenger or driver who is in or on the **INSURED VEHICLE** with **YOUR** permission. Anyone claiming under this section must have **YOUR** agreement to claim.

INSURED VEHICLE

The motor vehicle(s) covered by the motor insurance policy to which this section attaches. It also includes any caravan or trailer attached to the vehicle(s).

PERIOD OF INSURANCE

The period for which **WE** have agreed to cover **YOU**.

PREFERRED LAW FIRM

A law firm or barristers' chambers **WE** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with an **INSURED PERSON**'s claim and must comply with **OUR** agreed service standard levels, which **WE** audit regularly. They are appointed according to the **ARAG STANDARD**

TERMS OF APPOINTMENT.

Motor Legal Protection

REASONABLE PROSPECTS

- a) The prospects that an **INSURED PERSON** will recover losses or damages (or obtain any other legal remedy that **WE** have agreed to, including an enforcement of judgment) or make a successful defence, must be at least 51%. **WE**, or a **PREFERRED LAW FIRM** on **OUR** behalf, will assess whether there are **REASONABLE PROSPECTS**
- b) For insured incident 3 Motor prosecution defence, there is no requirement for there to be prospects of a successful outcome.
- c) For all appeals the prospects of a successful outcome must be at least 51%.

UNINSURED LOSSES

Documented losses which an **INSURED PERSON** has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance to which this section attaches.

VEHICLE HIRE COSTS

The cost of hiring a comparable replacement vehicle for a period or periods **WE** agree to.
This cost includes motor insurance for the vehicle, and delivery and collection charges where necessary.

WE/US/OUR/ARAG

ARAG Legal Expenses Insurance Company Limited.

YOU/YOUR

The person who has taken out this policy (the policyholder).

Legal protection: our agreement

WE agree to provide the insurance described in this section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section, provided that:

- 1 **REASONABLE PROSPECTS** exist for the duration of the claim
- 2 the **DATE OF OCCURRENCE** of the insured incident is during the **PERIOD OF INSURANCE**
- 3 any legal proceedings will be dealt with by a court, or other body which **WE** agree to, within the **COUNTRIES COVERED**
- 4 the insured incident happens within the **COUNTRIES COVERED**. For insured incident 5 Replacement vehicle hire, the hire vehicle is required within the **COUNTRIES COVERED**.

What we will pay

WE will pay an **APPOINTED REPRESENTATIVE**, on behalf of an **INSURED PERSON**, **COSTS AND EXPENSES** incurred following an insured incident, provided that:

- a) the most **WE** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.
- b) the most **WE** will pay in **COSTS AND EXPENSES** is no more than the amount **WE** would have paid to a **PREFERRED LAW FIRM**. The amount **WE** will pay a law firm (where acting as an **APPOINTED REPRESENTATIVE**) is currently £100 per hour. The amount may vary from time to time.
- c) in respect of an appeal or the defence of an appeal, the **INSURED PERSON** must tell **US** within the statutory time limits allowed that they want to appeal. Before **WE** pay the **COSTS AND EXPENSES** for appeals, **WE** must agree that **REASONABLE PROSPECTS** exist and for insured incident 3 Motor prosecution defence, **WE** must have defended the original motoring prosecution.
- d) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **WE** will pay in **COSTS AND EXPENSES** is the value of the likely award.

What we will not pay

- 1 In the event of a claim, if an **INSURED PERSON** decides not to use the services of a **PREFERRED LAW FIRM**, they will be responsible for any costs that fall outside the **ARAG STANDARD TERMS OF APPOINTMENT** and these will not be paid by **US**.
- 2 If **YOU** are registered for VAT **WE** will not pay the VAT element of any **COSTS AND EXPENSES** and/or vehicle hire costs.

Motor Legal Protection

Insured incidents

1 Personal Injury

What is covered

COSTS AND EXPENSES incurred to pursue an **INSURED PERSON**'s legal rights after an event which has caused:

- a) their death; or
- b) bodily injury to them, whilst travelling in or on the **INSURED VEHICLE**.

What is not covered

- 1 Psychological injury or mental illness unless the condition is caused by the same event as a physical bodily injury and forms part of the same claim.
- 2 Defending an **INSURED PERSON**'s legal rights other than in defending a counter-claim.

2 Uninsured Loss Recovery

What is covered

COSTS AND EXPENSES incurred to recover an **INSURED PERSON**'s **UNINSURED LOSSES** after an event which has caused damage to:

- a) the **INSURED VEHICLE**; and/or
- b) any property belonging to an **INSURED PERSON** whilst in or on the **INSURED VEHICLE**.

3 Motoring Prosecution Defence

What is covered

COSTS AND EXPENSES incurred to defend an **INSURED PERSON**'s legal rights if they are prosecuted for a motoring offence in connection with the use or ownership of the **INSURED VEHICLE**, which the **INSURED PERSON** has notified **US** of within 10 days of receiving a written Notice of Intended Prosecution, or as soon as reasonably possible if the **INSURED PERSON** is notified of a prosecution any other way.

What is not covered

Parking or obstruction offences, insurance offences or challenging a fixed penalty notice.

4 Motor contract disputes

What is covered

COSTS AND EXPENSES incurred in respect of a dispute arising from an agreement or an alleged agreement which **YOU** have entered into in a personal capacity for the:

- a) buying, selling, hiring or insurance of the **INSURED VEHICLE** or its spare parts or accessories
- b) service, repair or testing of the **INSURED VEHICLE**.

Provided that:

- i) **YOU** must have entered into the agreement or alleged agreement during the **PERIOD OF INSURANCE**, and
- ii) the amount in dispute must be more than £100 (including VAT).

What is not covered

- 1 The settlement payable under an insurance policy (**WE** will cover a dispute if **YOUR** insurer refuses **YOUR** claim, but not for a dispute over the amount of the claim).
- 2 The recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

5 Replacement hire vehicle

What is covered

WE will make the arrangements for vehicle hire for **YOU** within the **COUNTRIES COVERED** and **WE** will pay **YOUR** vehicle hire costs following an accident involving the **INSURED VEHICLE** and another vehicle, as long as:

- a) the **INSURED VEHICLE** cannot be driven, and
- b) the accident was entirely the other person's fault.

Motor Legal Protection

Provided that:

- i) **YOU** must agree to us trying to recover any vehicle hire costs in **YOUR** name, and any costs recovered must be paid to **US**.
- ii) **WE** will choose the vehicle hire company and the type of vehicle to be hired.
- iii) **WE** will decide how long a vehicle can be hired for.
- iv) **YOU** must tell us as soon as the **INSURED VEHICLE** becomes available for **YOU** to drive again.
- v) **YOU** must meet the age and licensing rules of the vehicle hire company **WE** choose and must follow any terms and conditions of hire.
- vi) **YOU** must tell **US** if **YOU** do not intend to use the hire vehicle for a period of time, for example if **YOU** will be away on holiday.
- vii) On occasion, **WE** may require **YOU** to arrange **YOUR** own insurance for the hire vehicle. For example, if **YOU** have penalty points. In such cases, **YOU** will be required to pay for the insurance but **WE** will seek to recover the costs of the insurance on **YOUR** behalf.

Please note:

- a) if the **INSURED VEHICLE** is undriveable following the accident, the vehicle hire will start at once. If the **INSURED VEHICLE** remains driveable, the vehicle hire will start no earlier than when the **INSURED VEHICLE** goes into a garage for repairs.
- b) it may not be possible to arrange a new vehicle hire outside of the hire company's usual office hours and vehicle delivery times. However, **YOU** should still report the claim to us as soon as possible after the accident.
- c) the vehicle hire will end no more than 24 hours after repairs are completed on the **INSURED VEHICLE**, allowing **YOU** time to collect **YOUR** vehicle and for the vehicle hire company to collect their vehicle.
- d) if the **INSURED VEHICLE** was a total loss, the vehicle hire will end no more than 7 calendar days after **YOU** receive the total loss payout, allowing **YOU** time to replace **YOUR** vehicle.
- e) if the other person, or their representative, claims they were not entirely at fault, **WE** will only provide vehicle hire if **WE** assess the evidence to be showing that they were entirely at fault. If **OUR** assessment of the evidence indicates that both **YOU** and the other person were partly at fault (known as split liability), or that **YOU** were entirely at fault, **WE** will not provide vehicle hire.
- f) there may sometimes be circumstances, such as local unavailability, in which **WE** are unable to provide a comparable replacement vehicle. In such cases **WE** will try to provide an alternative replacement vehicle. If this is not possible **WE** will still seek to recover **YOUR UNINSURED LOSSES** for the loss of use of the **INSURED VEHICLE**.

What is not covered

- 1 **VEHICLE HIRE COSTS** if **YOU** are claiming against a person who does not have valid motor insurance or cannot be identified or traced; or
- 2 **VEHICLE HIRE COSTS** when **YOU** make **YOUR** own arrangements for vehicle hire after an insured incident.
- 3 **VEHICLE HIRE COSTS** when **YOU** have reasonable use of an alternative vehicle.

Section exclusions

WE will not pay for the following:

1 Late reported claims

A claim where the **INSURED PERSON** has failed to notify **US** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **REASONABLE PROSPECTS** of a claim or **WE** consider **OUR** position has been prejudiced.

2 Costs we have not agreed

COSTS AND EXPENSES or **VEHICLE HIRE COSTS** incurred before **OUR** acceptance of a claim. If **WE** agree to pay **VEHICLE HIRE COSTS** but subsequently it is established that the accident resulting in the claim was not entirely the other person's fault, **WE** will not pay any further vehicle hire costs. However, **WE** will not seek to recover any costs from **YOU** that **WE** have already paid provided the accident details **YOU** have supplied are true and complete.

3 Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders an **INSURED PERSON** to pay.

Motor Legal Protection

4 Uninsured drivers

The **INSURED VEHICLE** being used by anyone, with **YOUR** permission, who does not have valid motor insurance or a valid driving licence.

5 A dispute with ARAG

A dispute with **US** or **ISLANDS INSURANCE** not otherwise dealt with under policy condition 8.

6 Legal action we have not agreed

Any legal action an **INSURED PERSON** takes that **WE** or the **APPOINTED REPRESENTATIVE** have not agreed to, or where an **INSURED PERSON** does anything that hinders **US** or the **APPOINTED REPRESENTATIVE**.

7 Judicial review, coroner's inquest or fatal accident inquiry

COSTS AND EXPENSES arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

8 Nuclear, war and terrorism risks

A claim caused by, contributed to by or arising from:

- a) ionising radiation 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 it;
- c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000;
- d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

9 Litigant in person

Any claim where an **INSURED PERSON** is not represented by a law firm or barrister.

10 Wilful acts

Any wilful act or omission of an **INSURED PERSON** deliberately intended to cause a claim under this policy.

11 Use of alcohol and drugs

Any claim that arises from an **INSURED PERSON's** use of alcohol or drugs.

Section conditions

1 An insured person's legal representation

- a) On receiving a claim, if legal representation is necessary, **WE** will appoint a **PREFERRED LAW** firm as an **INSURED PERSON's** **APPOINTED REPRESENTATIVE** to deal with their claim. They will try to settle the **INSURED PERSON's** claim by negotiation without having to go to court.
- b) If the appointed **PREFERRED LAW FIRM** cannot negotiate settlement of the **INSURED PERSON's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **INSURED PERSON** may choose a law firm to act as the **APPOINTED REPRESENTATIVE**.
- c) If the **INSURED PERSON** chooses a law firm as their **APPOINTED REPRESENTATIVE** who is not **PREFERRED LAW FIRM**, **WE** will give the **INSURED PERSON's** choice of law firm the opportunity to act on the same terms as a **PREFERRED LAW FIRM**. However if they refuse to act on this basis, the most **WE** will pay is the amount **WE** would have paid if they had agreed to the **ARAG STANDARD TERMS OF APPOINTMENT**.
The amount **WE** will pay a law firm (where acting as the **APPOINTED REPRESENTATIVE**) is currently £100 per hour. This amount may vary from time to time.
- d) The **APPOINTED REPRESENTATIVE** must co-operate with **US** at all times and must keep **US** up to date with the progress of the claim.

2 An insured person's responsibilities

- a) An **INSURED PERSON** must co-operate fully with **US** and the **APPOINTED REPRESENTATIVE**.
- b) An **INSURED PERSON** must give the appointed representative any instructions that **WE** ask them to.

Motor Legal Protection

3 Offers to settle a claim

- a) An **INSURED PERSON** must tell **US** if anyone offers to settle a claim. An **INSURED PERSON** must not negotiate or agree to a settlement without **OUR** written consent.
- b) If an **INSURED PERSON** does not accept a reasonable offer to settle a claim, **WE** may refuse to pay further **COSTS AND EXPENSES**.
- c) **WE** may decide to pay the **INSURED PERSON** the reasonable value of their claim, instead of starting or continuing legal action. In these circumstances the **INSURED PERSON** must allow **US** to take over and pursue or settle any claim in their name. The **INSURED PERSON** must allow **US** to pursue at **OUR** own expense and for **OUR** own benefit, any claim for compensation against any other person and the **INSURED PERSON** must give **US** all the information and help **WE** need to do so.

4 Assessing and recovering costs

- a) An **INSURED PERSON** must instruct the **APPOINTED REPRESENTATIVE** to have **COSTS AND EXPENSES** taxed, assessed or audited if **WE** ask for this.
- b) An **INSURED PERSON** must take every step to recover **COSTS AND EXPENSES** that **WE** have to pay and must pay **US** any amounts that are recovered.

5 Cancelling an appointed representative's appointment

If the **APPOINTED REPRESENTATIVE** refuses to continue acting for an **INSURED PERSON** with good reason, or if the **INSURED PERSON** dismisses the **APPOINTED REPRESENTATIVE** without good reason, the cover **WE** provide will end immediately, unless **WE** agree to appoint another **APPOINTED REPRESENTATIVE**.

6 Withdrawing cover

- a) If an **INSURED PERSON** settles or withdraws a claim without **OUR** agreement, or does not give suitable instructions to the **APPOINTED REPRESENTATIVE**, **WE** can withdraw cover and will be entitled to reclaim from the **INSURED PERSON** any **COSTS AND EXPENSES** **WE** have paid.
- b) If, during the course of a claim, **REASONABLE PROSPECTS** no longer exist, the cover **WE** provide will end at once. **WE** will pay any **COSTS AND EXPENSES** **WE** have agreed to, up to the date cover was withdrawn.

7 Expert opinion

WE may require the **INSURED PERSON** to get, at their own expense, an opinion from an expert that **WE** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **US** and the cost agreed in writing between **YOU** and **US**.

Subject to this, **WE** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that an **INSURED PERSON** will recover damages (or obtain any other legal remedy that **WE** have agreed to) or make a successful defence.

8 Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through **OUR** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free complaint resolution service for eligible complaints. (Details available from www.financialombudsman.org.uk)

Alternatively, there is a separate arbitration process available that can be used to settle any dispute with **US**. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **WE** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

9 Keeping to the policy terms

An **INSURED PERSON** must:

- a) keep to the terms and conditions of this policy
- b) take reasonable steps to avoid and prevent claims
- c) take reasonable steps to avoid incurring unnecessary costs
- d) send everything **WE** ask for, in writing, and
- e) report to **US** full and factual details of any claim as soon as possible and give us any information **WE** need.

Motor Legal Protection

10 Cancelling the section

YOU can cancel this section by telling **US** within 14 days of taking it out. Provided no claims have been made within that period, the person who sold **YOU** this policy will give **YOU** a full refund of the premium, subject to any separate charges that they may apply. **YOU** may also cancel this section at any time afterwards as long as **YOU** tell us at least 14 days beforehand. **WE** can cancel this section at any time as long as **WE** tell **YOU** at least 14 days beforehand.

If the section is cancelled after 14 days of taking it out, subject to the terms of business between **YOU** and the person who sold **YOU** this section, **YOU** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **YOU** and the person who sold **YOU** this section. Please contact them directly for full details of charges.

11 Fraudulent claims

WE will, at **OUR** discretion, void the section (make it invalid) from the date of claim, or alleged claim, and/or **WE** will not pay the claim if:

- a) a claim an **INSURED PERSON** has made to obtain benefit under this section is fraudulent or intentionally exaggerated, or
- b) a false declaration or statement is made in support of a claim.

12 Claims under this policy by a third party

Apart from **US**, the **INSURED PERSON** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

13 Other insurances

If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **WE** will only pay **OUR** share of the claim even if the other insurer refuses the claim.

14 Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **YOU** normally live. Otherwise the law of England and Wales applies. All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Helpline services

An **INSURED PERSON** can contact **OUR** UK-based call centre 24 hours a day, seven days a week. However, **WE** may need to arrange to call the **INSURED PERSON** back depending on their enquiry. To help **US** check and improve **OUR** service standards, **WE** may record all calls. When phoning, please tell **US YOUR** policy number and the name of the insurance provider who sold **YOU** this policy.

Legal Advice Service: Call 0117 934 0552

WE will provide an **INSURED PERSON** with confidential legal advice over the phone on any personal legal issue, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If the insured person calls outside these times, a message will be taken and a return call arranged within the operating hours.

Tax Advice Service: Call 0117 934 0552

WE will provide an **INSURED PERSON** with confidential advice over the phone on personal tax matters in the UK.

Tax advice is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If the INSURED PERSON calls outside these times, a message will be taken and a return call arranged within the operating hours.

Health and Medical Information Service: Call 0117 934 0552

WE will provide an **INSURED PERSON** with information over the phone on general health issues and advice on a wide variety of medical matters. **WE** can provide information on what health services are available in an **INSURED PERSON's** area, including local NHS dentists.

Motor Legal Protection

Health and medical information is provided by a medically qualified person 9am-5pm, Monday to Friday, excluding public and bank holidays. If the insured person calls outside these times, a message will be taken and a return call arranged within the operating hours.

Counselling service: Call 0117 934 2121

WE will provide an **INSURED PERSON** with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary and/or professional services. The **INSURED PERSON** will pay any costs for using the services to which they are referred.

This helpline is open 24 hours a day, seven days a week.

WE cannot accept responsibility if the helpline services are unavailable for reasons **WE** cannot control.

Privacy

When **YOU** purchase and use an **ARAG** product **WE** will process personal information about **YOU** and anyone else whose details are provided to **US** to provide **YOU** with a service or a claim.

WE process **YOUR** personal information in accordance with **OUR** Privacy Notice. **YOU** can find **OUR** Privacy Notice online at www.arag.co.uk/privacy. Alternatively **YOU** can make a request for a printed copy to be sent to **YOU** by contacting dataprotection@arag.co.uk

How to make a complaint

WE always aim to give **YOU** a high quality service. If **YOU** think **WE** have let you down, **YOU** can contact **US** by:

- Phoning **0344 893 9013**
- Emailing customer-relations@arag.co.uk
- Writing to the Customer Relations Department, ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW
- Completing **OUR** online complaint form at www.arag.co.uk/complaints

Further details of **OUR** internal complaint-handling procedures are available on request.

If **YOU** are not happy with the complaint outcome or if **WE**'ve been unable to respond to **YOUR** complaint within 8 weeks, **YOU** may be able to contact the Financial Ombudsman Service for help.

This is a free complaint resolution service for eligible complaints.

(Details available from www.financial-ombudsman.org.uk)

YOU can contact them by:

- Phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- Emailing complaint.info@financial-ombudsman.org.uk
- Writing to The Financial Ombudsman Service | Exchange Tower | Harbour Exchange Square | London | E14 9SR

Further information is available on their website: www.financial-ombudsman.org.uk

Using this service does not affect **YOUR** right to take legal action.

About ARAG

Registered Address:

ARAG Legal Expenses Insurance Company Limited, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW

Registered in England and Wales, Company Number 103274, Website: www.arag.co.uk

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Financial Services Compensation Scheme

WE are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **WE** cannot meet **OUR** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk

Cover Extensions European Travel

This cover extension only applies if shown on **YOUR SCHEDULE**, for the period specified.

What is insured

YOU must inform Islands Insurance if **YOU** require cover for any single trip longer than 14 days or if **YOU** are going to exceed the 60 days in any one **PERIOD OF INSURANCE** as **WE** reserve the right to charge an additional premium.

Full Cover

WE will provide the same cover currently applicable to the **VEHICLE** under sections "Damage to the **VEHICLE**", "Liability to the Public", "Personal Accident", "Medical Expenses", "Personal Effects", "Servicing and Repair" and "Trailers" while the **VEHICLE** is in any of the following countries or principalities:

Andorra	Greece	Poland
Austria	Hungary	Portugal
Belgium	Iceland	Romania
Bulgaria	Italy	San Marino
Cyprus	Latvia	Slovak Republic
Czech Republic	Liechtenstein	Slovenia
Denmark	Lithuania	Spain
Estonia	Luxembourg	Sweden
Finland	Malta	Switzerland
France	Monaco	Turkey
Germany	Netherlands	
Gibraltar	Norway	

Cover also applies while travelling via the Channel Tunnel or by sea between ports in any of these countries or principalities; The United Kingdom, the Republic of Ireland, the Isle of Man and the Channel Islands provided that the journey is by a recognised sea passage and takes less than 65 hours in normal conditions.

If an accident causes damage to the **VEHICLE** which is covered under the policy and **YOU** are unable to return the **VEHICLE** to the United Kingdom or the Channel Islands because of the damage, **WE** will pay for:

- 1 customs duty **YOU** have to pay because **YOU** have temporarily imported the **VEHICLE**; and
- 2 the reasonable cost of returning the **VEHICLE** after repair to **YOUR** address shown on the **SCHEDULE** or **YOUR** temporary address in the country where damage occurred.

Bail Bond

WE will provide a guarantee or deposit of up to £2,500 if **YOU** or the driver are detained, or if the **VEHICLE** is impounded because of an accident which has led, or might lead, to a claim under the policy.

As soon as the guarantee is released or the deposit can be recovered, **YOU** or the driver must comply with all necessary formalities and give **US** all the help and information **WE** need to get the guarantee cancelled or the deposit returned. **YOU** must reimburse **US**, without delay, any amount which **WE** cannot recover.

Restricted Cover

Cover is restricted to "Liability to the Public" while the **VEHICLE** is in any of the following countries or principalities:

Albania	Morocco
Belarus	North Macedonia
Bosnia and Herzegovina	Republic of Moldova
Croatia	Serbia
Montenegro	Tunisia
	Ukraine

What is not insured

No cover applies while the **VEHICLE** is in any country or principality not noted in either of the two lists under "What is insured".

Operative Endorsements

Endorsements amend the cover provided by **YOUR** policy. Endorsements applying to **YOUR** policy will be shown on **YOUR SCHEDULE**.

Charitable Assignment Condition

This condition forms part of the terms on which **YOUR** policy is issued. Words printed in capitals in this condition are explained in paragraph 4 below.

- 1 Unless paragraph 3 applies, **YOU** agree with **US** and the **CHARITY** that **YOU** will transfer to the **CHARITY** the right to any **WINDFALL** which **YOU** would otherwise be entitled to receive in respect of the policy and any renewal or reissue of it.
- 2 To ensure that the agreement **YOU** have entered into in paragraph 1 can be effectively carried out:
 - a) **YOU** authorise **US** to transfer any **WINDFALL** direct to the **CHARITY**;
 - b) **YOU** agree to sign any documents and to do anything else which may be needed to transfer any **WINDFALL**, and **YOUR** right to receive the windfall, to the **CHARITY**;
 - c) **YOU** appoint **US** and any of **OUR** officers and (as a separate appointment) the **CHARITY** and any of its officers to be **YOUR** agent to take any of the steps mentioned in b) above on **YOUR** behalf;
 - d) **YOU** authorise **US** to provide the **CHARITY** with any information it reasonably requires about **YOU** and any policy **YOU** hold with **US**, and **YOU** consent to **US** and the **CHARITY** holding and processing such information for this purpose;
 - e) **YOU** cannot revoke the authority contained in a) or d) above, or the appointment contained in c) above
- 3 Paragraph 1 shall not apply in respect of any **WINDFALL** which arises from a **BUSINESS TRANSFER** to any company or other body corporate which is at the time of such transfer **OUR** subsidiary, in circumstances where such transfer is not in any way related to a **DEMUTUALISATION** or to any sale or other disposal (or proposed sale or other disposal) of such subsidiary.
- 4 In this condition:
 - a) the '**CHARITY**' is the **NFU** Mutual Charitable Trust or, if it ceases to exist, any other charity which becomes entitled to the benefit of the agreement **YOU** have entered into in paragraph 1;
 - b) '**BUSINESS TRANSFER**' means a transfer of part or all of **OUR** business to any other person, firm or company;
 - c) '**DEMUTUALISATION**' means a change or proposed change in **OUR** constitution or corporate status (whether or not involving or associated with a **BUSINESS TRANSFER**) which has the effect that **WE** cease to be a **MUTUAL ORGANISATION**;
 - d) '**MUTUAL ORGANISATION**' means a company or other body whose constitution limits membership and voting rights wholly or mainly to persons purchasing goods or services from it or otherwise trading with it;
 - e) '**WE**', '**US**' or '**OUR**' refers to The National Farmers Union Mutual Insurance Society Limited and any company or other organisation which becomes entitled to all or part of its business;
 - f) a '**WINDFALL**' means any benefit to which **YOU** become entitled as one of **OUR** members on or in connection with any future **BUSINESS TRANSFER** or **DEMUTUALISATION**;
 - g) '**YOU**' and '**YOUR**' refer to the policyholder.

If you'd like this document in large print, braille or audio, just contact us.

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