



Policy Document
Farm Motor



Free Business Advice Service

Available 24 hours each day, 7 days every week, all year round.

These free helplines service are provided which you may use while your Policy is in force to discuss business problems in the following categories:

Business Legal Advice Helpline

0845 300 6168

Unlimited access to a team of solicitors and other legal experts, for 24 hours confidential legal advice and guidance on any commercial legal problem such as:

- employment
- V.A.T.
- prosecution
- contract disputes
- landlord and tenant disputes.

Please note that advice on motoring matters is not available.

Legal advice can only be offered in respect of matters subject to the laws of and within the jurisdiction of courts or tribunals of:

- England, Scotland, Wales and Northern Ireland
- the Channel Islands and the Isle of Man
- any other member country of the European Union
- Switzerland and Norway.

This helpline is provided on our behalf by DAS Legal Expenses Insurance Company Limited.

Page

What is in this Booklet

3	Policy Cover
3	Specific Vehicle Definitions applicable
	Parts of the Policy
4	Accidental Damage
4	Loss or Damage by Fire or Theft
6	Liability to Others
6	Legal Costs
7	Personal Accident Benefits
7	Emergency Treatment
7	Medical Expenses
8	Personal Belongings
8	Windscreen or Window Damage
8	Foreign Use
9	Trailers
9	Unauthorised Movement of Obstructing Vehicles
9	Unauthorised Use or Driving of Vehicles by Employees
9	Principals Indemnity
10	General Exceptions
10	Conditions
12	Notes for your information
13	Important Information

FarmWeb - Motor Policy

NIG policies are underwritten by U K Insurance Limited. This Policy is subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which You shall pay and We agree to accept the premium. The statement of fact or proposal, this policy booklet and any information supplied by You shall be incorporated in the contract.

Policy Cover

If the cover shown in the Schedule is:

- **comprehensive** - all parts of the policy apply
- **third party fire and theft** - Parts 1A, 2, 3, 5, 9, 10, 11, 12 and 13 apply
- **third party only** - Parts 2, 3, 5, 9, 10, 11, 12 and 13 apply.

We will provide insurance as shown in this Policy, Schedule and Certificate of Motor Insurance. The insurance applies throughout the United Kingdom except where we say otherwise.

Specific Vehicle Definitions applicable

Accessories

Means any additional supplementary parts of the vehicle which are not directly related to its function as a vehicle whilst on the vehicle.

Agricultural Vehicle

Means any tractor, all terrain vehicle, quad bike or self-propelled implement used solely for agricultural or forestry purposes.

Bus or Coach

Means any passenger carrying motor vehicle with more than nine seats in addition to the driver.

Goods Carrying Vehicle

Means any motor vehicle manufactured and used for the carriage of goods for business purposes (other than an Agricultural Vehicle).

Minibus

Means any passenger carrying vehicle with more than nine seats but no more than seventeen seats including the driver.

Motorcycle

Means any mechanically propelled two-wheeled vehicle registered for road use.

Private Car

Means any passenger carrying motor vehicle with not more than nine seats (including the driver) and not used for the carriage of passengers for hire or reward.

Trailer

Means a non self propelled vehicle with two or more wheels which is designed and constructed to be towed by a motor vehicle insured on this Policy **excluding Caravans, trailer tents, and any passenger carrying trailers unless specified on the Policy Schedule.**

Part 1 | Accidental Damage

What is insured

We will pay for damage to your vehicle and the Accessories on it.

We will:

- i pay for the damage to be repaired, or
- ii replace what is damaged and costs more than its value to repair, or
- iii pay the amount of the damage.

Part 1A | Loss or Damage by Fire or Theft

What is insured

We will pay for loss of or damage to your vehicle, and the Accessories on it, caused by:

- a fire, lightning or explosion
- b theft or attempted theft or taking without your permission.

We will:

- i pay for the damage to be repaired, or
- ii replace what is stolen or damaged and costs more than its value to repair, or
- iii pay the amount of the loss or damage.

The following also applies to Parts 1 and 1A

We will pay the reasonable cost of taking your vehicle to the nearest repairer and returning it to your address after the repairs have been carried out.

The most we will pay is the market value of your vehicle at the time of the loss or damage. We will not pay more than the amount for which you insured it. We will not pay any costs which increase the market value of your vehicle.

If we cannot obtain a replacement part or accessory, we will pay the manufacturer's last list price.

Applicable to Private Cars and Goods Carrying Vehicles where the GVW is less than 3.5 tonnes

If within one year of registration as new in your name, your vehicle is stolen and not recovered or is damaged and the cost of repair will exceed 50% of the manufacturer's list price

(including vehicle tax and value added tax) at the time of the loss or damage, we will replace your vehicle with a new vehicle of the same make and specification provided that one is available.

If your vehicle is under a hire purchase or leasing agreement, we will make any payment for the total loss of your vehicle to the hire purchase or leasing company.

If the keys or lock transmitter to your vehicle have been lost or stolen, we will pay up to £1,000 towards the cost of changing the locks, lock transmitter and central locking interface. Before a payment is made, you will need to establish to our satisfaction that the identity or garaging address of your vehicle is known to anyone who is in possession of your keys or transmitter. We will not pay the first £50 of any loss.

You may authorise repairs if the estimated cost is not more than £250, but you must send us a detailed estimate.

Applicable to Agricultural Vehicles only

If within one year of registration as new in your name, your vehicle is stolen and not recovered or is damaged and the cost of repair will exceed 50% of the manufacturer's list price (including vehicle tax and value added tax) at the time of the loss or damage, we will replace your vehicle with a new vehicle of the same make and specification provided that one is available.

If your vehicle is under a hire purchase or leasing agreement, we will make any payment for the total loss of your vehicle to the hire purchase or leasing company.

What is not insured under Parts 1 and 1A

- a** Loss of use, deterioration, loss of market value because repairs have been carried out, depreciation, wear and tear, mechanical, electrical, electronic or computer failures or breakdowns.
- b** Damage to tyres from braking or by punctures, cuts or bursts.
- c** Loss of or damage to your vehicle resulting from someone taking it by fraud or trickery.
- d** Loss or damage to your vehicle or Accessories at any time unless:
 - the ignition key has been removed from the vehicle and all doors, windows and other openings have been closed and locked
 - having agreed with us that a specially fitted locking or tracking device, immobiliser or alarm must be fitted, or a discount from your premium has been given for this, the equipment has been set
- e** More than £500 for permanently fitted in-car audio, television, phone, electronic-navigation equipment, unless it is standard equipment for your vehicle when manufactured.
- f** More than £15,000 for accessories and spare parts (including GPS navigation systems) which relate directly to the function of your Agricultural Vehicle. The accessory or spare part must be fitted to or in or on your Agricultural Vehicle, which is covered under this Policy.
- g** The cost of replacing any alarm or other security device if the keys or lock transmitter to your vehicle have been lost or stolen.
- h** The first amount of any claim under Part 1 shown in the Schedule under the following headings:
 - i Young drivers excess**
Drivers under 21 years of age.
 - ii Inexperienced drivers excess**
Drivers who hold a provisional UK driving licence, have held a full UK driving licence for less than 12 months or 21 years of age or over but under 25 years of age.
 - iii Experienced drivers excess**
Drivers who are 25 years of age or over and have held a full UK driving licence for more than 12 months.
 - iv Specific excesses**
Total amount applying to a driver or vehicle shown.
 - v Endorsements**
Total amount applying.
- i** The first amount of any claim under Part 1A b theft or attempted theft or taking without permission shown in the Schedule under the following heading:
 - i Experienced drivers excess**
 - ii Specific excesses**
Total amount applying to a driver or vehicle shown.
 - iii Endorsements**
Total amount applying.

Part 2 | Liability to Others

What is insured

We will insure you for all amounts you legally have to pay for causing the death of or injury to anyone, or damage to their property as a result of an accident caused by any vehicle which your Certificate of Motor Insurance allows you to drive or use, or any vehicle not provided by you if it is being used for your business by anyone you employ. This includes towing a Trailer, caravan or broken-down motor car, unless your Certificate of Motor Insurance specifically excludes it. This towing must be allowed by law and the vehicle towed must be properly attached to your vehicle.

We will provide the same insurance to the following people.

- i Anyone you allow to drive your vehicle if they are allowed by your Certificate of Motor Insurance.
- ii The employer of anyone you allow to drive your vehicle if they are allowed by your Certificate of Motor Insurance.

If you ask, we will give the same insurance to the following people if there is an accident.

- i Anyone you allow to use (but not drive) your vehicle for social, domestic and pleasure purposes.
- ii Anyone travelling in or getting into or out of your vehicle.

We will insure the estate of anyone insured by this Policy against any liability covered by this Policy they may previously have had if they die.

What is not insured

- a Liability for death of or injury caused to anyone in the course of their employment by anyone insured by this Policy unless the accident is on a road as defined in the Road Traffic Acts.
- b Anyone who is insured by any other policy.
- c Liability for loss of or damage to property which belongs to, or is in the charge of, anyone who is insured by this Policy.
- d Liability for loss or damage caused in a place where aircraft land, park or move, including the associated service roads, refuelling areas, and ground equipment parking areas.
- e Liability for pollution or contamination unless it is caused by a sudden identifiable event which is accidental and unexpected.
- f In respect of damage to property the indemnity against liability for such damage including any indirect loss or damage for:
 - i any amount over the Private Car Third Party Property Damage Limit of £20,000,000 (as shown in the schedule) if caused by, or in connection with, your Private Car, or
 - ii any amount over the Commercial Vehicle Third Party Property Indemnity Limit of £5,000,000 (as shown in the schedule) if caused by, or in connection with, your Commercial Vehicle,
 for any one claim or series of claims arising out of one occurrence.
- g Any amount over £5,000,000 in respect of costs.
- h In respect of Commercial Vehicles in connection with the loading or unloading if your vehicle is beyond the limits of the carriageway by anyone other than the driver or attendant of the vehicle.
- i Liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to, by, or arising from Terrorism except so far as is necessary to meet the requirements of the Road Traffic Acts.

Terrorism shall mean an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes, or any action taken in controlling, preventing or suppressing or in any way relating to such act or acts.
- j We will not be liable for death, injury or damage caused by the operation of your vehicle as a tool, unless the accident is on a road as defined in the Road Traffic Acts.

For the purpose of this Part of the Policy, the terms Private Car and Commercial Vehicle are defined as:

Private Car means Private Car and Motorcycle.

Commercial Vehicle means Agricultural Vehicle, Bus or Coach, Goods Carrying Vehicle and Minibus.

Part 3 | Legal Costs

If there is an accident insured by this Policy, we may pay up to the amount shown in the Schedule for a solicitor or barrister to:

- i represent anyone insured under this Policy at a coroner's inquest or fatal accident inquiry, or
- ii defend anyone insured under this Policy in a court.

We will not pay more than the amount shown in the Schedule for defending any criminal proceedings arising from the death of another person.

Part 4 | Personal Accident Benefits

If you or anyone employed by you who is an authorised driver of one of the vehicles noted in the Schedule has an accident while in charge of or driving your vehicle, and this is the only cause of your or their death, loss of limb, or total and permanent loss of sight in one or both eyes, we will pay the amount shown in the Schedule.

We will pay the benefit direct to the injured person or their legal representative.

We will not pay the benefit in the following circumstances

- a If the death, loss of limb, or total and permanent loss of sight in one or both eyes happens more than 3 months after the accident.
- b If the injured person is 75 or over, or under 18.
- c If the death or bodily injury is the result of suicide or attempted suicide.
- d If the injured person has insurance under more than one policy for the same accident.

Part 5 | Emergency Treatment

If there is an accident insured by this Policy, we will pay for emergency treatment that must be provided under the Road Traffic Acts.

Part 6 | Medical Expenses

We will pay up to the amount shown in the Schedule for medical expenses for each person being carried in your vehicle if they are injured in an accident involving your vehicle.

Part 7 | Personal Belongings

Applicable to Private Cars and Goods Carrying Vehicles only.

We will pay up to the amount shown in the Schedule for personal belongings in your vehicle if they are lost or damaged due to an accident, fire, theft or attempted theft.

We will not insure loss or damage to:

- i money, stamps, tickets, documents, negotiable securities or share or bond certificates;

- ii goods, samples or equipment you or anyone insured by this Policy carry in connection with any trade or business.
- iii any personal belongings carried in an open/convertible vehicle unless secured in a locked compartment.

Part 8 | Windscreen or Window Damage

If you have comprehensive cover and you claim for broken glass in your vehicle's windscreen or windows, or bodywork scratched by the breakage of glass, we will pay for the repair or replacement. You will pay the first amount shown in the Schedule for replacement.

Part 9 | Foreign Use

We will provide the minimum insurance you need by law to use any vehicle insured in

EU

Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Holland, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden; and

other European countries

Iceland, Norway and Switzerland; or

any other country whose arrangements follow EC insurance directives and are approved by the EC Commission.

If you want us to extend cover under the policy beyond the minimum insurance you need by law, you must give us full details including drivers and use, and pay an extra premium. This will insure your vehicle while it is being transported between the countries shown on the International Motor Insurance Card (Green Card) or the United Kingdom.

If the vehicle cannot be driven because of loss or damage insured by this Policy, we will pay the reasonable cost of delivering it to your address in the United Kingdom. We will also pay the amount of customs duty you have to pay as a result of the loss or damage.

Part 10 | Trailers

The cover specified in the Schedules also applies to Trailers, agricultural implements or machines, whether attached or detached which is:

- Owned by you
- Hired to you under a hire purchase agreement
- Hired or loaned to you on a temporary basis

Payment under Part 1 and 1A – Accidental damage, Fire or Theft is limited to an individual value of £35,000, unless stated in the Schedule.

Part 11 | Unauthorised Movement of Obstructing Vehicles

We will insure you or anyone employed by you to move a vehicle which is not owned by you if it is blocking your right of way. We will also insure you or anyone employed by you while parking a vehicle, which is owned by a visitor, on your premises.

Part 12 | Unauthorised Use or Driving of Vehicles by Employees

We will insure your vehicle for use or driving not authorised by you, as long as that use or driver is allowed by your Certificate of Motor Insurance. The driver must repay us any money we pay if an accident happens.

Part 13 | Principals Indemnity

We will insure any principal against legal liability which they would have been insured for had the claim been made against you under this Policy.

General Exceptions

- 1 Cover under this policy does not apply when any vehicle insured is:
 - a being driven by, or in the charge of anyone not covered by your Certificate of Motor Insurance;
 - b being used for purposes not shown in your Certificate of Motor Insurance;
 - c being driven, with your permission, by anyone who you know has not got a driving licence or who you know is disqualified from holding or getting a licence, unless a licence is not required by law and the person driving is old enough to hold a licence for the vehicle;
 - d being driven by, or in the charge of anyone who holds a provisional driving licence and does not keep to the conditions of that licence.

Any cover you have for loss of or damage to your vehicles continues while the vehicle is being repaired or serviced by a member of the motor trade.

- 2 Cover under this policy does not insure liability, which anyone covered by this policy, has as a result of an agreement or contract unless they would have had that liability if the agreement or contract did not exist.
- 3 Cover under this policy does not insure any loss or damage caused by War, or Government Action or any similar event. War shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, assuming the proportions of or

amounting to popular rising, military rising, insurrection, rebellion or military or usurped power.

Government Action shall mean martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to War.

- 4 Cover under this policy does not provide insurance except under Section 2 (Liability to others) for any accident, injury, loss or damage caused by:
 - a an earthquake; or
 - b riot or civil commotion if it happens outside Great Britain, the Isle of Man or the Channel Islands.
- 5 Cover under this policy does not insure any loss, damage or liability caused directly or indirectly by:
 - a ionising radiation or contamination by radiation from any irradiated nuclear fuel or from any nuclear waste from the burning of nuclear fuel; or
 - b the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.
- 6 Cover under this policy does not provide any insurance for proceedings or a court judgement made in any court outside England and Wales, unless the proceedings or judgement result from the use of your vehicle in a country, which we have agreed, this policy will cover.

Conditions

- 1 You must send us a completed report form as soon as possible about any event which could lead to a claim under this Policy. You must also send us any letter, writ, summons or notice without answering it. We will contact the people who wrote to you.

If you know about any possible future prosecution, inquest or fatal accident inquiry, you must write and tell us immediately. You must not pay or agree to settle any claim without our written permission.

- 2 We will be entitled to:
 - a take over and carry out the defence or settlement of any claim in your name, or in the name of any other person insured by this Policy;

- b take proceedings in your name, or in the name of any other person insured by this Policy, to get back any money we have paid under this Policy;
- c any information and help we need from you or any other person insured by this Policy.

- 3 We or your insurance adviser may cancel this Policy by giving you seven days' notice by recorded delivery. We or your insurance adviser will send notice of cancellation to your last known address. You must then send the Certificate of Motor Insurance to us or your insurance adviser.

You may cancel this Policy by writing to us or your insurance adviser and returning your Certificate of Motor Insurance.

- 4** You must do everything possible to:
- a** keep your vehicle in an efficient, safe and roadworthy condition; and
 - b** protect it from loss or damage.
- 5** If a claim is made under this Policy and there is another policy that covers the claim, we will only pay our share of the claim unless we say otherwise anywhere in this Policy.
- 6** If you make or report a claim under this Policy which is in any way fraudulent, you will lose all benefit and the premiums you have paid. You may also have to repay money we have already paid to you.
- 7** You must allow us to examine your vehicle at any reasonable time.
- 8** Under the laws of any country where this Policy applies, we may have to make payments which are not insured by this Policy. You or the person who caused the accident must repay us any money, which we have paid because of the law of the country in which this Policy applies which we would not otherwise have paid.
- You or the person who caused the accident must also repay us any money we had to pay because of any agreement with the Motor Insurers' Bureau.
- 9** If a claim has been admitted but there is a disagreement as to the amount payable, the matter will be referred to arbitration in accordance with the law. When this occurs, an award must be made before any proceedings are brought against the company.
- 10** If more than one company or individual is named as The Insured in the Schedule, the insurance will apply jointly and individually.
- 11** We will only provide the insurance described in this Policy if you and anyone claiming protection have kept to all the conditions and endorsements.
- 12** Prior to the commencement of each Period of Insurance, you shall lodge with us a Schedule of all motor vehicles. You shall also lodge with us details of any trailers valued in excess of £35,000, for which cover is to be provided by the Policy at such commencement.
- You shall provide us with details of any change to the Schedule as required by the relevant law applicable in Great Britain and Northern Ireland, for entry on the Motor insurance Database.

13 Cancellation

i Your Cancellation Rights

- a** Your Policy may be cancelled by You within 14 days of receipt of Your Policy (This is known as the "cooling off" period). If You elect to cancel within this period You should return all documents to Your Broker, Intermediary or Agent and We will pay a refund of Premium for the full amount paid to You. If a claim has been made or an incident advised that could give rise to a claim during the "cooling off" period the Policy will be treated by Us as in force and no refund of Premium will be made.
- b** If You elect to cancel Your Policy after the "cooling off" period has expired but still during any Period of Insurance You must give 7 days notice in writing to Your Broker, Intermediary or Agent. You will be entitled to a proportionate refund of Premium, based on the number of days remaining in the Policy period, unless a claim has been made (or an incident advised that could give rise to a claim) during the Period of Insurance when no refund of Premium for the Period of Insurance will be made.
- c** Where You pay by Instalments any amount of Premium returned under this condition will be reduced by any unpaid Premiums or instalments due at the time of cancellation.

ii Our Cancellation Rights

- a** We may cancel Your Policy (or any Section of it) at any time and in any Period of Insurance by giving a minimum of 7 days notice You in writing at Your last known address.
- b** You will be entitled to a proportionate refund of Premium, based on the number of days remaining in the Policy period, unless a claim has been made (or an incident advised that could give rise to a claim) during the Period of Insurance when no refund of Premium will be made.
- c** Where You pay by Instalments any amount of Premium refunded under this condition will be reduced by any unpaid Premiums or instalments due at the time of cancellation.

In relation to cancellation in any of the circumstances outlined above You shall immediately return to Us any effective Motor Certificate(s) of Insurance

- 14** Under European Law, You and We may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise.

Notes for your information

This is not part of your Policy

1 Accidents and losses

Please tell us about all accidents and losses immediately. Ask your Broker or Agent for a report form. If your vehicle is damaged in a way which is insured under the Policy, ask for details of the nearest approved repairers so that you can get your vehicle back on the road as soon as possible.

Please do not admit that any accident was your fault.

Please try to get the names and addresses of witnesses.

Please send us any letter, writ, summons or notice without answering them.

2 Changes to the insurance

Please tell us about the following before you need insurance:

- if the owner of your vehicle changes
- if you replace your vehicle or modify it
- if you change the drivers or use of your vehicle.

Please tell us about the following before next renewal date:

- accidents, thefts or losses (whether covered by insurance or not and regardless of blame) where these have not been previously reported to us
- motoring convictions, (including fixed penalty offences) or prosecutions pending or outstanding police enquiries. Criminal convictions or charges for a criminal offence. Physical or mental impairments.

Please tell us about changes of address or occupation as soon as you can.

3 Travel abroad

If you are going abroad, please:

- tell your insurance adviser in good time, and
- read carefully "Information for travellers abroad" which we will send you with your International Motor Insurance Card (Green Card).

Important Information

Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium paid unless a claim has been made.

Termination

If you wish to terminate the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. Any return of premium will be made based on the number of days remaining in the Policy period, unless a claim has been made when no refund is due.

How to make a claim

Please contact in the first instance, the Broker, Intermediary or Agent who arranged the Policy. Please quote your policy number.

How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the policy they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address, quoting your policy number.

The Chief Executive,
NIG
Crown House,
145 City Road,
London
EC1V 1LP.

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

South Quay Plaza,
183 Marsh Wall,
London E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123.

Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised and regulated by the Financial Services Authority, registration number 202810. The Financial Services Authority website, which includes a register of all regulated firms can be visited at www.fsa.gov.uk, or the Financial Services Authority can be contacted on 0845 606 1234.

Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

Whoever you are contacting, please always quote your Policy Number as it will help your enquiry or complaint to be dealt with promptly.



