



Policy Document
Farm Motor



Helpline Service

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

This helpline service is provided which You may use while this Policy is in force.

ARAG will not accept responsibility if the telephone helpline services operated by them are unavailable for reasons they cannot control.

Eurolaw Commercial Legal and UK Tax Advice

0330 041 3761

Unlimited access, over the telephone, to a team of legal advisors for confidential legal advice on any commercial legal problem affecting the Business such as:

- employment
- prosecution
- landlord and tenant disputes.
- VAT
- contract disputes

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

- the United Kingdom
- the Channel Islands and the Isle of Man
- any member state of the European Union
- Switzerland and Norway.

Wherever possible, the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However, if this is not possible, ARAG will arrange a call back at a time to suit You.

ARAG's legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, ARAG will refer You to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am–5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, ARAG will call You back.

ARAG offer confidential advice over the phone on any tax matters affecting the Business, under the laws of the United Kingdom.

Tax advice is provided by tax advisors 9am–5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, ARAG will aim to call You back the next working day between 9am and 5pm.

This helpline is provided on Our behalf by ARAG Legal Expenses Insurance Company Limited (ARAG). Calls may be recorded.

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FarmWeb - Motor Policy

NIG policies are underwritten by Royal & Sun Alliance Insurance Ltd. We will provide the insurance described in this Policy (subject to the terms, definitions, conditions, clauses and exceptions) for the Period of Insurance, which consists of individual Sections. The Policy should be read in conjunction with the Schedule which confirms the Sections You are covered for.

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 in respect of Your legal liability and accidental loss of or damage to Your vehicle, occurring within the United Kingdom, the Channel Islands or the Isle of Man during the Period of Insurance.

Definitions

These definitions apply to this Policy. Any word or expression to which a particular meaning has been given in the Specific Vehicle Definitions and General Definitions in this Policy shall have that meaning wherever it appears when commencing with a capital letter in this Policy.

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, catering trailers, mobile grain dryers, water bowsers and any passenger carrying trailers unless specified on the Policy Schedule.**

General Definitions applicable

Certificate(s) of Motor Insurance

The document provided that evidences that You have taken out the insurance You must have by law. It identifies who can drive Your vehicle and the purposes for which Your vehicle can be used.

Period of Insurance

- The period beginning with the Effective Date and ending with the Expiry Date (both stated in the New Business Schedule or latest effective Renewal Schedule as applicable); and
- any subsequent period, for which You shall pay and We shall agree to accept Your premium.

Policy

This policy including the Sections, the Schedule and Your Certificate(s) of Motor Insurance, all of which should be read together as one contract.

Schedule

The schedule applicable to this Policy.

We/Us/Our

Royal & Sun Alliance Insurance Ltd trading as NIG and/or such other authorised insurer as Royal & Sun Alliance Insurance Ltd may contract to underwrite any part of this Policy.

You/Your

The person, persons, Limited company, Limited Liability partnerships or Public Limited Company, stated as the Insured in the Schedule and, the Insured stated upon Your Certificate(s) of Motor Insurance.

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 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 £1,000 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** 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 the person taking or attempting to take their own life.
- 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:

- i the cover shown in the Schedule for any Private Car or any Goods Carrying Vehicle (where the gross vehicle weight is less than 3.5 tonnes), insured on this Policy; or
- ii the minimum insurance You need by law to use any other vehicle insured on this Policy,

in any country whose arrangements follow European Union Insurance Directives and are approved by the Commission of the European Union.

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 £100,000, 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, or liability caused by War, Government Action or Terrorism, except so far as is necessary to meet the requirements of the Road Traffic Acts.

This General Exception shall not apply to loss or damage, to property insured by this Policy, where directly or indirectly caused by the detonation of munitions of war, or parts thereof, within one mile of Your Vehicle, provided that the presence of such munitions does not result from a state of war current at the time of loss or damage.

This detonation of munitions exception to this General Exception does not apply to property which is outside the United Kingdom, the Channel Islands or the Isle of Man.

War shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion 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 or damage to 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.

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.

- 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 This Policy does not cover any proceedings brought or judgment obtained against You or any person covered by this Policy, in any court outside the United Kingdom, unless such proceedings are brought or judgment is obtained in the court of a foreign country arising out of use of Your vehicle in that foreign country, and We have agreed to extend cover under this Policy to cover such foreign use.
- 7 Cover under this Policy does not apply to any loss, damage, legal liability, cost or expense caused by:
 - a failure, or partial failure of any computer or computer system;
 - b loss or partial loss of any electronic data;
 - c repair, replacement or restoration of any electronic data; or
 - d a Cyber Event.

Cyber Event shall mean an unauthorised, malicious or criminal act that creates, or intends to create, an outcome that includes, but is not limited to:

 - i interruption to electronic communications;
 - ii corruption, unauthorised access to, or theft of data;
 - iii hacking or service denial.

Conditions

- 1 a** You have a duty to make to Us a fair presentation of the risk before:
- i** the inception of this Policy;
 - ii** an alteration made to this Policy, concerning changes in the risk which are relevant to the proposed alteration; and
 - iii** the renewal of this Policy; and
- b** In the event of a breach of such duty, if the breach is:
- i** deliberate or reckless, We may:
 - a** in relation to an alteration made to this Policy, (notwithstanding the references to notice period and the refunding of premiums in General Condition 14) by notice to You by recorded delivery at Your last known address treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
 - b** in relation to the inception or renewal of this Policy, avoid this Policy and refuse all claims and retain any premiums paid;
 - ii** neither deliberate nor reckless and We would not have:
 - a** in relation to an alteration made to this Policy, agreed to the alteration on any terms, We may treat this Policy as if the alteration was never made, but in that event we:
 - i** will return any extra premium paid; or
 - ii** may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration. We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or
 - b** entered into this Policy on any terms, We may avoid this Policy and refuse all claims but will return any premiums paid; or
 - iii** neither deliberate nor reckless and we:
 - a** would have entered into this Policy or agreed to the alteration made to this Policy, but on different terms (other than terms relating to the premium), this Policy or the alteration (as applicable) will be treated as if it had been entered into on those different terms if We so require; and
- b** in respect of an alteration made to this Policy:
- i** would have agreed to the alteration, but would have charged an increased premium by more than We did or (in the case of an unchanged premium) would have increased the premium, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the premium that We would have charged;
 - ii** (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and We would have increased the premium, would not have reduced the premium, or would have reduced it by less than We did, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the original premium if We would not have changed it, and otherwise the increased or (as the case may be) reduced total premium We would have charged.
 - c** would have entered into this Policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, We may reduce proportionately the amount to be paid on a claim.

We will pay on such claim a percentage of what We would otherwise have been liable to pay (making provision for any different terms referred to in item **b iii a** above), based on the

premium actually charged compared to the higher premium.

- c We shall be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by us), in relation to a breach of the duty to make to Us a fair presentation of the risk.
- 2** You must comply with all the terms and conditions of this Policy. Failure to comply with any of the terms and conditions of this Policy where they are material or relevant to any claim will entitle Us to reduce or avoid Your claim.
- 3** 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.
- 4** 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.
- 5** 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.
- 6** 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.
- 7** In the event of any claim under the Policy being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain benefit under this Policy, we:
- a shall not be liable to pay the claim;
 - b may recover from You any sums paid by Us to You in respect of the claim; and
 - c may (notwithstanding the references to notice period and the refunding of premiums in General Condition 14) by notice to You by recorded delivery at Your

last known address treat this Policy as having been cancelled with effect from the time of the fraudulent act and may:

- i refuse all liability to You under this Policy in respect of any event that gives rise to Our liability occurring after the time of the fraudulent act; and
 - ii retain any premiums paid under this Policy.
- 8** You must allow Us to examine Your vehicle at any reasonable time.
- 9** 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.
- 10** 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.
- 11** If more than one company or individual is named as The Insured in the Schedule, the insurance will apply jointly and individually.
- 12 a** It is a condition precedent to Our liability that You shall immediately notify Us if any alteration be made in respect of the following:
- i if the owner of Your vehicle changes;
 - ii if there are any changes required to the driving or use allowed by Your Certificate of Motor Insurance or if there is an age of driver restriction on Your Policy; or
 - iii if there is any change of address or occupation,
- other than in accordance with General Condition 1, at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance.
- b** This Policy shall cease to be in force if:
- i Your interest in the business ends, other than by death; or
 - ii the business is to be wound up or carried on by a liquidator or receiver or permanently discontinued, at any time after the Effective Date (as stated in the Schedule) of the period of insurance, unless its continuance be agreed by us.

13 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 £100,000, 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.

14 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. 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, We will refund part of the Premium using the following scale:

Length of time you had the insurance	Percentage of premium we will refund
1 month	80%
2 months	70%
3 months	60%
4 months	50%
5 months	40%
6 months	30%
7 months	20%
8 months	10%

We will not give You a refund if We provide over 8 months' insurance.

- 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 to 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.

15 You and We may choose which law will apply to this Policy. Unless both parties agree otherwise, English law will apply.

However, if You are resident in Jersey, Guernsey, Alderney or the Isle of Man, the law of the island where You are resident will always apply to Your Policy and any dispute in relation to it will be within the jurisdiction of that island's relevant court.

We have supplied this Policy and other information to You in English and will continue to communicate with You in English.

16 Sanctions, Prohibitions or Restrictions

We will not provide cover or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition.

If any Prohibition takes effect during the Period of Insurance, We or You may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of this Policy is cancelled, We shall, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

For the purpose of this Condition a Prohibition shall mean any prohibition or restriction imposed by law or regulation including but not limited to:

- a** any prohibition or restriction under United Nations resolutions;

- b** any prohibition or restriction under the trade and/or economic sanctions laws and/or regulations of the United Kingdom, the European Union, the United States of America (including secondary sanctions) or any other jurisdiction relevant to the parties; and
- c** any licence requirement and/or regulations in respect of transit and/or export control, under those laws and/or regulations, unless such licence or regulatory approval has been obtained prior to the activity commencing and We have approved the provision of insurance for the activity concerned.

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 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

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 in accordance with Condition 14 Cancellation.

Cancellation

If You wish to cancel the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. Any return of premium will be made in accordance with Condition 14 Cancellation.

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.

RSA Customer Relations Team
PO Box 255
Wymondham
NR18 8DP

Email: rsacustomerrelations@uk.rsagroup.com

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:

The Financial Ombudsman Service
Exchange Tower London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**.

Details about Our Regulator

NIG policies are underwritten by Royal & Sun Alliance Insurance Ltd who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202323. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on **0800 111 6768**.

The Prudential Regulation Authority website can be visited at www.bankofengland.co.uk/pru, or the Prudential Regulation Authority can be contacted on **020 7601 4878**

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.

Data Protection

At NIG we are aware of the trust you place in us when you buy our products and our responsibility to protect your information. You can view and/or download our privacy notice from www.rsainsurance.co.uk/privacy-policy/. This tells you what we do with the information we collect about you, how we protect your information, what your rights are under data protection legislation and tells you what we are required to do by law. This includes details of who to contact should you have any concerns about the way in which NIG are using your personal information.

Whoever You are contacting, please always quote Your Policy number as it will help Your enquiry or complaint to be dealt with promptly.

Please be aware that telephone calls may be recorded for training and monitoring purposes.



The FarmWeb Motor Vehicle Insurance Policy is provided by NIG.

NIG policies are underwritten by Royal & Sun Alliance Insurance Ltd (No. 93792)
Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority
(Financial Services Register No. 202323).
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