

Agricultural Motor Fleet Insurance Policy

The Cornish Mutual Assurance Co. Ltd.

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Registered in England No. 78768

To help us improve our service, telephone calls to us may be recorded and monitored

Authorised and Regulated by The Financial Services Authority

Agricultural Motor Fleet Insurance Policy

We (The Cornish Mutual Assurance Company Limited) agree with you (the Policyholder named in the Schedule) that we will provide the insurance set out in the Policy and in any endorsements specified as operative in the Schedule in respect of events occurring during the Period of Insurance for which you have paid a premium.

The Period of Insurance is for the period indicated in the Schedule. Renewal of the Policy may be offered with changes to the Policy and premium.

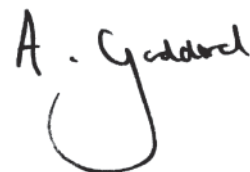
The Policy, the Schedule and the Certificate of Motor Insurance are to be read together as one document.

This Policy is subject to the law applicable to your place of residence (or in the case of a business to the place where the principal office is situated) in the United Kingdom, the Isle of Man or the Channel Islands.

Signed on our behalf.



Chairman



Managing Director

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Definition of Terms

Each of the following words and expressions is given a specific meaning which applies wherever it appears in **bold type** in this Policy.

Accessories: means audio equipment and communications or navigational equipment permanently attached to the Vehicle and tarpaulins and safety equipment and vehicle manufacturers tool kits used solely in connection with the **Vehicle**.

Agricultural Vehicle: means any tractor or self-propelled vehicle used solely for agricultural or forestry purposes including any agricultural or forestry implement or machine whilst attached for the purpose of being operated or towed.

Business: means the Business specified in the **Schedule**.

Certificate of Motor Insurance: means the document which provides evidence of motor insurance which meets the requirements of road traffic legislation.

Coach: means any passenger carrying motor vehicle with more than sixteen passenger seats.

Employee: means

- (i) anyone under a contract of service or apprenticeship with you
- (ii) anyone hired or borrowed by you
- (iii) anyone engaged under a recognised work experience training scheme
- (iv) any labour master or labour-only sub-contractor or person supplied by them, or self-employed person (for labour only) while working for you in connection with the **Business**.

Excess: means the monetary amount of the claim which we do not pay. We will deduct the monetary amount from the amount payable in respect of the claim after the application of any monetary limits specified in this **Policy**.

Goods Carrying Vehicle: means any motor vehicle which is manufactured and used for the carriage of goods and is not an **Agricultural Vehicle**.

Injury: means bodily injury and includes illness and disease.

Limitations as to Use: means use for any purpose excluding

- (a) the use for hire of any **Motor Car** or **Motor Cycle**
- (b) the carriage of passengers for hire
- (c) racing, rallies, competitions or trials
- (d) use in connection with the motor trade.

Minibus: means any passenger carrying motor vehicle with more than eight and less than seventeen passenger seats.

Motor Car: means any private passenger carrying motor vehicle with less than nine passenger seats.

Motor Cycle: means any motor cycle, moped or motor cycle and sidecar.

Persons Entitled to Drive: means

- (i) you
- (ii) anyone
 - (a) who is driving on your order or with your permission
 - (b) to whom the **Vehicle** is lent

provided that where a licence is required by law the person driving holds a licence to drive a motor vehicle or has held and is not disqualified from holding or obtaining such a licence.

Special Type Vehicle: means any motor vehicle which is constructed to operate primarily as a tool of trade and which is not a passenger carrying vehicle or a **Goods Carrying Vehicle** or an **Agricultural Vehicle**.

Policy: means the documents consisting of

- (a) the proposal form
- (b) this policy document
- (c) the **Schedule**
- (d) the **Certificate of Motor Insurance**

(e) any endorsement stated in the **Schedule**.

Policyholder: means whoever is named in the **Schedule**.

Schedule: means the document which describes the details specific to the **Policyholder**.

Trailer: means any non self propelled wheeled attachment (other than a caravan) which is drawn by a motor vehicle or agricultural/forestry implement or machine which is constructed to be towed by or carried by a motor vehicle.

Vehicle: means any motor vehicle registered in your name or hired, leased or loaned to you including **Accessories** and spare parts described in the **Certificate of Motor Insurance** and the **Schedule**. It includes

- (i) any motor vehicle
 - (a) for which registration is pending
 - (b) owned by you and not registered for road use
- (ii) (a) in Section A any **Trailer** or caravan attached to the **Vehicle** or any **Trailer** in your care not attached to the **Vehicle**
 - (b) in Section B and C any **Trailer** attached to the **Vehicle**.

Each of the Sections A to G is operative only if specified as operative in the Schedule

Section A - Third Party Liability

We will indemnify

- 1) you
- 2) anyone described in the Definition of Terms, **Persons Entitled to Drive**
- 3) anyone (other than the driver) using the **Vehicle** with your permission for social, domestic or pleasure purposes
- 4) any passenger whilst travelling in or getting into or out of the **Vehicle**
- 5) the employer or anyone indemnified under this Section
- 6) each party specified as the **Policyholder** in the **Schedule** as though separate policies had been issued in their individual names
- 7) at your request the owner of a **Vehicle** on hire (other than under a hire purchase agreement) or loaned or leased to you against legal liability for death, **Injury** or damage to property arising from any accident involving the **Vehicle**.

We will pay costs and expenses incurred with our consent including the cost of representation at any Coroner's Court, Fatal Accident Inquiry or Court of Summary Jurisdiction and of defending proceedings arising from any death.

We will pay for emergency treatment as required by the Road Traffic Acts arising out of the use of the **Vehicle**.

Contingent Liability: We will indemnify you against legal liability arising from the use in connection with your business of any motor vehicle or **Trailer** not provided by you or by anyone in your employ where at the time of the accident giving rise to the claim no other insurance indemnifies you or the driver or user of the motor vehicle or **Trailer** in respect of that legal liability.

This Section does not insure legal liability for

- (a) death of or injury to an **Employee** arising out of and in the course of employment by anyone indemnified under this Section except as necessary to comply with the Road Traffic Acts.
- (b) loss of or damage to the **Vehicle** or any property owned by or in the care of anyone indemnified under this Section.
- (c) damage to property exceeding £5,000,000 in respect of any one claim or number of claims arising from one accident. If indemnities to more than one person are involved the insurance will apply to the aggregate amount and in priority to you.

Note – Compulsory Motor Insurance Laws

We will provide the compulsory minimum insurance for motor vehicles required in any country which is a member of the European Community or which has satisfied the Commission of the E.C. that its arrangements meet the requirements of Article 7(2) of E.C. Directive 72/166/CEE.

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If the law of any country obliges us to make a payment for which, because of a breach of any of the terms or conditions of this **Policy**, we would not otherwise have been liable we will require you to repay to us all the sums paid by us which we would not have been liable to pay but for the provision of such law.

Section B - Insured Vehicle - Loss or Damage

We will indemnify you against loss of or damage to the **Vehicle** and **Accessories** by, at our option, repair or replacement or payment of not more than the market value.

For the purpose of any claim settlement repair as near as is reasonably practicable will be sufficient even though the former appearance or condition of the **Vehicle** and **Accessories** may not be precisely restored.

If the **Vehicle** is the subject of a hire purchase or leasing agreement any payment in settlement will be made to the legal owner.

We will also pay the reasonable cost of removing the **Vehicle** if disabled to the nearest repairer and returning it after repair to your address as noted in our records.

This Section does not insure

- (a) loss or damage resulting from fire, explosion, lightning, theft (to include taking without lawful authority) or attempted theft
 - (b) loss of use, depreciation (including diminution in value as a consequence of repair), wear and tear or mechanical, electrical, electronic or computer failure or breakdown.
 - (c) damage to tyres by punctures, cuts or bursts
 - (d) loss resulting from deception by a purported purchaser or his agent
 - (e) loss or damage resulting from riot or civil commotion outside Great Britain, the Isle of Man and the Channel Islands
 - (f)
 - (i) the first £50 of each claim involving a damaged windscreen or windows only and any resultant scratched bodywork
 - (ii) the first £250 of each claim involving All Terrain vehicles, quad bikes, motor cycles and mopeds
 - (iii) the first £100 of each claim other than as stated in (i) above and, in addition
 - (iv) the amount specified in any endorsement and, in addition
 - (v) the amounts specified below whilst a **Coach** or **Minibus** or **Motor Car** or **Special Type** is being driven by or is in the care of anyone who is aged under 25 years
- | | |
|---------------------|------|
| Aged under 21 years | £200 |
| Aged 21 – 24 years | £100 |

The amount specified in (i) above does not apply where a damaged windscreen or window is repaired and not replaced. The amounts specified in (ii) and (iii) above do not apply where the claim is for damage to the windscreen or windows only and any resultant scratched bodywork.

- (g) any **Vehicle** with a market value greater than £150,000 unless such **Vehicle** has been notified to us and its acceptance for insurance confirmed in writing by us
- (h) any **Trailer** with a market value greater than £25,000 unless such **Trailer** has been notified to us and its acceptance for insurance confirmed in writing by us.

Whilst the **Vehicle** is in the custody of a member of the motor trade for maintenance or repair or of an hotel restaurant car park or similar organisation for parking part (f) of this Section is inoperative.

Section C - Insured Vehicles - Fire or Theft

We will indemnify you against loss of or damage to the **Vehicle** and **Accessories** resulting from

- 1) fire, explosion or lightning or
- 2) theft (to include taking without lawful authority) or attempted theft

by, at our option, either paying the cost of repair or making a payment in settlement of not more than the market value.

For the purpose of any claim settlement repair as near as is reasonably practicable will be sufficient though the former appearance or condition of the **Vehicle** (and/or its **accessories**) may not be precisely restored.

If the Vehicle is the subject of a hire purchase or leasing agreement any payment in settlement will be made to the legal owner.

We will also pay the reasonable cost of removing the **Vehicle** to the nearest repairer and returning it after repair to your address as noted in our records.

This Section does not insure

- (a) loss of use, depreciation (including diminution in value as a consequence of repair), wear and tear or mechanical, electrical, electronic or computer failure or breakdown
- (b) loss or damage resulting from riot or civil commotion outside Great Britain, the Isle of Man and the Channel Islands
- (c) (i) the first £250 of each claim involving All Terrain vehicles, quad bikes, motor cycles and mopeds
(ii) the first £100 of each claim other than as stated in (i) above and, in addition,
(iii) the amount specified in any endorsement and, in addition
(v) the amount specified below whilst a **Coach** or **Minibus** or **Motor Car** or **Special Type** is being driven by or is in the care of anyone who is aged under 25 years
 - Aged under 21 years £200
 - Aged 21 – 24 years £100
- (d) loss resulting from deception by a purported purchaser or his agent
- (e) any **Vehicle** with a market value greater than £150,000 unless such **Vehicle** has been notified to us and its acceptance for insurance confirmed in writing by us
- (f) any **Trailer** with a market value greater than £25,000 unless such **Trailer** has been notified to us and its acceptance for insurance confirmed in writing by us

Whilst the **Vehicle** is in the custody of a member of the motor trade for maintenance or repair or of an hotel restaurant car park or similar organisation for parking part (c) of this Section is inoperative.

Section D - Personal Effects

Where the **Vehicle** is a **Motor Car** we will pay up to a total of £250 for personal effects (other than money) lost or damaged whilst in or on the **Vehicle**.

Section E - Medical Expenses

Where the **Vehicle** is a **Motor Car** we will pay up to a total of £250 for medical expenses incurred by each person who is accidentally injured whilst in the **Vehicle**.

Section F - Personal Accident Benefits

If this Policy is in the name of an individual and the **Vehicle** is a **Motor Car** and you or your spouse suffer accidental bodily injury in connection with the **Vehicle** or whilst in any other **Motor Car** we will pay to the injured person £5,000 if within 12 months that injury alone causes

- (i) death or
- (ii) complete and permanent loss of sight of an eye or
- (iii) complete and permanent loss of the use of a hand or foot or
- (iv) permanent total disablement from attending to any business or occupation.

We will not pay more than £5,000 for injury to any one person and we will not pay for injury to any one person under more than one motor insurance policy.

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Section G - Endorsements

Operative only when the endorsement number is shown in the Schedule under the heading "Endorsements"

A.1 - Tool of Trade: General Exclusion 6 is deleted. Section A Third Party Liability does not insure legal liability for damage to property and death of or injury to any person exceeding £5,000,000 in respect of any one claim or number of claims arising from one accident where the legal liability arises from the operation as a tool of the **Vehicle** or of plant forming part of the **Vehicle** or attached thereto except as is required by any road traffic legislation.

A.2 - Detached Trailer: In Definition of Terms item (ii) (b) in the definition of **Vehicle** is deleted and replaced by: (ii) (b) in Sections B & C any **Trailer** attached to the **Vehicle** or any **Trailer** in your care not attached to the **Vehicle**.

Section H - Legal Expenses

Underwritten for The Cornish Mutual Assurance Company Limited by DAS Legal Expenses Insurance Company Limited.

After a Motor Accident

If you are involved in an accident remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident. Let us have this information as soon as you can, either by giving it to Cornish Mutual or by sending it to us (DAS Legal Expenses Insurance Company Limited) at the address below. If you are not sure what to do after an accident, call our Eurolaw Legal Advice Service.

If the Insured Vehicle cannot be driven

If the Insured Vehicle cannot be driven after an accident, our Drivers Assistance Service can arrange for a garage to tow it to a place you choose. You will have to pay the towing costs, so remember that most motor insurers only give cover for towing to a nearby garage. However, if the accident was not your fault, we can usually recover the towing costs as part of your claim for uninsured losses.

Replacement vehicle hire

If the accident was entirely the other person's fault, and the Insured Vehicle cannot be driven, we can usually arrange for you to have a replacement hire vehicle until the Insured Vehicle can be repaired.

How we help you if you have uninsured losses

Once we have accepted your claim, we aim to recover your uninsured losses from the other person who caused the accident. Uninsured losses could include the cost of repairing or replacing your vehicle, your motor insurance policy excess, compensation following injury or other out-of-pocket expenses.

We normally recover your uninsured losses through our Motor Claims Centre but sometimes we use appointed solicitors. Claims outside the UK may be dealt with by other DAS offices elsewhere in Europe.

Your claim:

Telephone us on 0800 587 6731 as soon as possible after your accident to speak with one of our dedicated Customer Claims Handlers.

If you need any other help from us

You can phone us at any time on 0117 934 2111 if you wish to use any of the helpline services.

When we cannot help

We will not be able to help you if we think there is little chance of recovering your uninsured losses. Please do not ask for help from a solicitor or hire a vehicle before we have agreed. If you do, we will not pay the costs involved.

Problems

We will always try to give you a quality service. If you think we have let you down, please write to our **Customer Relations Department at our Head Office address. Alternatively you can telephone us on 0117 934 0066 or email us at customerrelations@das.co.uk. Details of our internal complaints-handling procedures are available on request.**

If you are still not happy you can contact the Insurance Division of the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Or you can contact the Association of British Insurers at:

51 Gresham Street, London, EC2V 7HQ.

(If you use these services, it does not affect your right to take legal action).

Our Head and Registered Office is:

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

Registered in England & Wales, number 103274.

The cover

We agree to provide the insurance in this Section, keeping to the terms, conditions and exclusions as long as:

- the Insured Incident happens during the Period of Insurance and within the Geographical Limits
- any legal proceedings will be dealt with by a court or other body which we agree to in the Geographical Limits
- in civil claims it is always more likely than not an Insured Person will recover damages (or other legal remedy) or make a successful defence.

The meaning of words in this Section

We, us, our

DAS Legal Expenses Insurance Company Limited

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.

Appointed Lawyer

The lawyer or other suitably qualified person, who has been appointed to act for an Insured Person under Condition 2 of this Section.

Legal Costs

All reasonable and necessary costs charged by the appointed lawyer on a standard basis. Also the costs incurred by opponents in civil cases if an Insured Person has to pay them, or pays them with our agreement.

Vehicle Hire Costs

The cost of hiring a replacement car or standard commercial vehicle for one continuous period.

Geographical Limits

For legal costs:

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For vehicle hire costs

England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.

Insured Incident

For a claim for Legal Costs, an event which:

- causes damage to the Insured Vehicle or to personal property in it; or
- injures or kills an Insured Person while he or she is in or on the Insured Vehicle

For a claim for Vehicle Hire Costs, an accident involving a collision between the Insured Vehicle and another vehicle, as long as:

- the Insured Vehicle cannot be driven; and
- the accident was entirely the other person's fault.

What is covered

Following an Insured Incident we will negotiate to recover an Insured Person's uninsured losses and costs and will help in appealing or defending an appeal.

If an Appointed Lawyer is used, we will pay the Legal Costs for this. We will also pay Vehicle Hire Costs as long as we have agreed to them first.

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The most we will pay for all claims that arise from the same Insured Incident is £100,000.

Section Exclusions

1. Any claim reported to us more than 180 days after the date an Insured Person should have known about the Insured Incident.
2. Any Legal Costs and Vehicle Hire Costs that are incurred before we agree to pay them.
3. Any claim relating to a contract involving the Insured Vehicle.
4. Any disagreement with us that is not in Condition 7.
5. Any legal action an Insured Person takes which we or the Appointed Lawyer have not agreed to or where the Insured Person does anything that hinders us or the Appointed Lawyer.
6. Vehicle Hire Costs if an Insured Person is claiming against a person who does not have valid motor insurance or cannot be identified or traced; or when an Insured Person makes his or her own arrangements for vehicle hire after an Insured Incident.
7. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
8. The Insured Vehicle being used by anyone who does not have valid motor insurance.
9. Any 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, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
 - (d) pressure waves caused by aircraft or any airborne devices travelling at sonic or supersonic speeds.
10. 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 to it. This means the Contract (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third party rights or interest.

Conditions

1. An Insured Person must:
 - (a) Keep to the terms and conditions of this Section.
 - (b) Take reasonable steps to keep any amount we have to pay as low as possible.
 - (c) Try to prevent anything happening that may cause a claim.
 - (d) Send everything we ask for, in writing
 - (e) Give us full details of any claim as soon as possible and give us any information we need.
2.
 - (a) We can take over and conduct, in the name of an Insured Person, any claim or legal proceedings at any time before an Appointed Lawyer is appointed. We can negotiate any claim on behalf of an Insured Person.
 - (b) The **insured person** is free to choose a **representative** (by sending **us** a suitably qualified person's name and address) if:
 - (i) **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of the **insured person** in those proceedings; or
 - (ii) there is a conflict of interest.
 - (c) Before an Insured Person chooses a lawyer, we can appoint an Appointed Lawyer.
 - (d) An Appointed Lawyer will be appointed by us and represent an Insured Person according to our standard terms of appointment. The Appointed Lawyer must co-operate fully with us at all times.
 - (e) We will have direct contact with the Appointed Lawyer.
 - (f) An Insured Person must co-operate fully with us and with the Appointed Lawyer and must keep us up-to-date with the progress of the claim.
 - (g) An Insured Person must give the Appointed Lawyer any instructions that we ask for.
3.
 - (a) An Insured Person must tell us if anyone offers to settle a claim.
 - (b) If an Insured Person does not accept a reasonable offer to settle a claim, we may refuse to pay further legal costs.
 - (c) An Insured Person must not negotiate or agree to settle a claim without our approval.
 - (d) We may decide to pay an Insured Person the amount of damages he or she is claiming instead of starting or continuing legal proceedings.

4. (a) If we ask, an Insured Person must tell the Appointed Lawyer to have legal costs taxed, assessed or audited.
(b) An Insured Person must take every step to recover legal costs that we have to pay and must pay us any legal costs that are recovered.
5. If an Appointed Lawyer refuses to continue acting for an Insured Person, or if an Insured Person dismisses an Appointed Lawyer, the cover we provide will end at once, unless we agree to appoint another Appointed Lawyer.
6. If an Insured Person stops a claim without our agreement, or does not give suitable instructions to an Appointed Lawyer, the cover we provide will end at once.
7. If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, **we** and the **insured person** can choose a suitably qualified person to arbitrate. **We** and the **insured person** must both agree to the choice of this person in writing. Failing this **we** will ask the president of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
8. We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.
9. The following conditions apply to any claim for Vehicle Hire Costs.
 - (a) An Insured Person must agree to our trying to recover any Vehicle Hire Costs in his or her name and any costs recovered must be paid to us.
 - (b) We will choose the vehicle hire company and the type of vehicle to be hired.
 - (c) We will decide how long a vehicle can be hired for.
 - (d) An Insured Person must meet the age and licensing rules of the vehicle hire company we choose and must follow any conditions of hire.
10. This policy is governed by English law.

Helpline Services

We will provide these services 24 hours a day, 7 days a week during the period of insurance. To help us check and improve our service standards, we record all calls.

EuroLaw Commercial Legal Advice

We will give the policyholder confidential legal advice over the phone on any commercial legal problems affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Tax Advice

We will give the policyholder confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

Drivers Assistance

We will arrange help for an insured person if the insured vehicle cannot be driven because of an accident or breakdown in Europe.

We will ask a contractor to help, but the insured person must pay the contractor's costs, including all call-out charges.

To contact the above services, phone us on 0117 934 2111.

Counselling

Following an insured incident, we will provide an insured person with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the counselling helpline, phone us on 0117 934 2121. These calls are not recorded.

We will not accept responsibility if the Helpline Services fail for reasons beyond our control.

Please do not phone us to report a general insurance claim.

DAS is authorised and regulated by the Financial Services Authority.

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Making a claim under your policy

Should you need to make a claim under your Policy please contact the Claims Department at Cornish Mutual, CMA House, Newham Road, Newham, Truro, TR1 2SU, Tel 01872 277151, Fax 01872 263932, Email claims@cornishmutual.co.uk. If writing to the above address, please mark your letter for the attention of the Claims Department.

Please ensure you are able to provide details of the Policyholder and the Policy number to enable us to advise and assist you without delay. You should contact us as soon as practicable after the incident giving rise to the claim has occurred.

When corresponding with us by email please note that proof of sending an email does not mean we have received it. Please ensure we acknowledge receipt of your email.

Conditions

1. **Observance of Terms:** Anyone claiming indemnity under this **Policy** must comply with its terms as far as they can apply.
2. **Precautions:** You must take all reasonable precautions to keep the **Vehicle** in an efficient and roadworthy condition and to prevent the occurrence of damage, theft, loss or legal liability.
3. **Notification:** You must report any accident or loss to us in writing as soon as reasonably possible. You must send any notification of a claim by a third party or notice of any proceedings to us immediately. If this **Policy** indemnifies you against damage to the **Vehicle** and **Accessories** you may give instructions for the repair to be started provided that on the same day you send to us a completed claim form and detailed estimate.
4. **Conduct of Claim:** Anyone claiming indemnity must give us any help which we may reasonably ask for in connection with the claim. We will be entitled to the full conduct and control of the defence or settlement of any claim from a third party and no admission of liability may be made without our written consent.
5. **Other Insurance:** If any other insurance covers the same damage, loss or liability we will pay only our rateable proportion of any claim.
6. **Declarations:** You must submit to us on request a declaration of the relevant number of vehicles and the first premium and each renewal premium will be based on the information supplied.
7. **Cancellation:** You have the right to cancel the policy within fourteen days of the conclusion of the contract or receipt of the policy documents, whichever is later, or at any other time. Your request to exercise this right must be made in writing to our Registered Office address and must be accompanied by your current Certificate of Motor Insurance or cover-note. We have the right to cancel your policy by writing by recorded delivery to your last known address and providing you with seven days notice of cancellation.
We will return any premium paid, less an amount to represent the insurance cover we have provided, within thirty days of your request. The cost of the cover we have provided will be proportionate to the annual premium.
8. A person or company who was not a party to the **Policy** has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of your **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from the Act or any subsequent legislation.

General Exclusions

1. **Driving and Use:** This **Policy** does not insure any damage, loss, **Injury** or liability where to your knowledge or that of the person seeking indemnity the **Vehicle** is being used other than in accordance with the definitions of **Persons Entitled to Drive** and **Limitations as to Use**.
2. **Geographical Limits:** This **Policy** does not insure any damage, loss, **Injury** or liability arising outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands including transit by water, rail or air within or between any of these territories provided the transit is by a commercial carrier, except as set out in Section A under the heading "Compulsory Motor Insurance Laws".

3. **Contractual Liability:** This **Policy** does not insure any liability which arises only because of an agreement.
4. **War Risks:** This **Policy** does not insure any consequence whether direct or indirect of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
5. **Nuclear Risks:** This **Policy** does not insure
 - (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
6. **Tool of Trade Risk:** This **Policy** does not insure any liability which arises from the operation as a tool of the **Vehicle** or of plant forming part of the **Vehicle** or attached thereto except as is required by any road traffic legislation.
7. **Airside or Military Installation Use:** This **Policy** does not insure any liability directly caused by or contributed to by or arising from the **Vehicle** while in or on that part of any aerodrome, airfield, airport or military installation provided for:
 - (a) the take off and landing of aircraft and aerial devices or the movement of aircraft and aerial devices on the ground and
 - (b) aircraft parking including any associated services roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars except as is required by any road traffic legislation.
8. **Terrorism:** Section A of this **Policy** does not insure **Injury** to any person or loss of or damage to property directly or indirectly caused by, arising or resulting from or in connection with
 - (a) any Act of Terrorism
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism. except as is required by any road traffic legislation.

For the purpose of this exclusion an Act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or 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.
9. Death or **Injury** to any person or damage caused by or arising beyond the limits of any carriageway or thoroughfare in connection with
 - (a) the bringing of the load to the **Vehicle** for loading
 - (b) the taking away of the load from the **Vehicle** after unloading by any person other than the driver or attendant of the **Vehicle**.

Agricultural Motor Fleet Insurance Policy

Our Service To You

As a Mutual organisation we are Member-centred and want to ensure that we treat all our Members fairly and honestly. We seek to give a high level of service at all times.

If there are occasions when we do not meet your standards please contact us at the address below.

The Cornish Mutual Assurance Co. Ltd.

Registered Office: CMA House, Newham Road, Newham, TRURO, TR1 2SU

Tel: 01872 277151

Fax: 01872 223053

e-mail: enq@cornishmutual.co.uk

We will handle your complaint in the following way:

- We will acknowledge your complaint within five working days and give you the name and title of the person who is handling your complaint.
- We will deal with your complaint as quickly as possible and aim to provide you with a formal response within twenty working days from receipt of the complaint. If compensation or redress is appropriate we will provide these details with our response. If we feel your complaint is not justified full reasons for our decision will be provided to you.
- If we are unable to resolve your complaint within twenty working days we will write to you and explain why we have been unable to resolve the issue. We will also advise you of when you can expect to receive our final response.
- If you remain dissatisfied you have the option of contacting The Financial Ombudsman Service. Their contact details are:

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

Tel: 0845 080 1800

e-mail: enquiries@financial-ombudsman.org.uk

- Our response to your complaint will always include a leaflet explaining The Financial Ombudsman Service.

AMF.14(s)



Head office

CMA House
Newham Road
Newham
Truro
Cornwall TR1 2SU

Tel: 01872 277151
Fax: 01872 223053

Exeter office

Unit A
Exeter Livestock Centre
Matford
Exeter
Devon EX2 8FD

Tel: 01392 824964
Fax: 01392 256107

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