



Agricultural Motor Fleet Summary of Insurance

Agricultural Motor Fleet Insurance

An annual Insurance for vehicles registered in your name or hired, leased or loaned to you comprising:

Private type motor cars, dual purpose vehicles (e.g. estate cars), motor cycles, mopeds, motor caravans, personnel carriers, commercial vehicles, special type vehicles and accessories thereof or

any type of tractor or traction engine or self-propelled vehicle or any vehicle and accessories thereof for which a Road Fund Licence is not required or which is exempt from Road Fund Duty, owned and used by a Farmer or an Agricultural Contractor solely for agricultural or Forestry work including the haulage of agricultural goods or articles required for agricultural purposes.

This includes trailers and agricultural implements up to £25,000 for any one item whilst attached to any vehicle described above. Cover for higher value items is available on request.

The parties to the contract are entitled to choose the law applicable to it. We propose to choose the law applicable to your place of residence (or in the case of business the place where the principal office is situated) in the United Kingdom, the Isle of Man or the Channel Islands.

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/carried by a motor vehicle.

Summary of Cover

Third Party only

Third Party Indemnity is provided for:

Liability for death of or injury to third parties including passengers

Liability for damage to third party property – subject to a limit of liability of £5,000,000 for any one accident

Liability of passengers to other parties

Legal costs incurred with our consent arising from an accident for which cover is provided, for representation at any Coroner's Court, Fatal Accident Inquiry or Court of Summary Jurisdiction and for defending proceedings arising from any death.

The Third Party Indemnity applies whilst a vehicle is drawing a trailer (including a caravan)

Important exclusions:

- a) liability for loss of or damage to any property owned by you or in the care of the person seeking indemnity (**please refer to page 2, Section A of the policy document for full details**).
- b) use of the vehicle and/or any trailer or agricultural implement as a tool of trade (**please refer to page 10, General Exclusion 6 of the policy document for full details**).
- c) airside risks (**please refer to page 10, General Exclusion 7 of the policy document for full details**)

Third party fire and theft cover

Section A as above plus loss of or damage to the vehicle(s), attached trailers and implements (other than a caravan) caused by fire, theft or attempted theft.

Comprehensive cover

Section B as above plus accidental damage to the vehicle(s), attached trailers and implements (other than a caravan).

Important exclusions to sections B & C above (please refer to pages 3 & 4 of the policy document for full details).

Excess: means a deduction from the amount payable in respect of any claim after the application of any relevant monetary limits specified in the Policy.

- a) A standard excess (i.e. the amount of any claim to be paid by you) of £100 for each accidental damage, fire or theft claim other than
 - i) £50 for replacement of a damaged windscreen or window
 - ii) £250 for all terrain vehicles, motorcycles and mopeds
 - iii) we agree a different excess with you
 No excess applies when a windscreen or window is repaired and not replaced. (**please refer to pages 3 & 4 of the policy document for full details**)
- b) A standard excess as shown on the proposal form applies to each claim. Higher excesses may apply to certain high value vehicles and high group motor cars (**please refer to page 3 of the policy document for full details**).
- c) An additional excess, as specified below, applies where the driver or person in charge of the vehicle is aged under 25 years. This additional excess does not apply for damage to a windscreen or windows (**please refer to pages 3 & 4 of the policy document for full details**).
 - i) Aged under 21 years £200
 - ii) Aged 21-24 years..... £100
- d) 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
- e) Damage to tyres caused by punctures, cuts or bursts

All covers stated also include **Legal Expenses** including:

- a) Recovery of uninsured losses
- b) Provision of a replacement vehicle where an accident was the fault of the third party
- c) Use of 24 hour helplines for legal advice and unfunded roadside assistance.

(The Legal Expenses section of the policy is underwritten by DAS Legal Expenses Insurance Company Limited).

For Motor Cars the cover includes:

- A. **Personal Accident Benefit** if the policy is in the name of an individual and the accident involves a motor car, £5,000 is payable if within 12 months of an injury occurring you or your spouse dies, loses the sight of an eye or the permanent use of a hand or foot or is permanently totally disabled.
- B. **Personal Effects** are insured for loss or damage up to £250 for any one occurrence.
- C. **Medical Expenses** incurred by occupants of the motor car who are accidentally injured are insured up to £250 for each person.

Optional Extensions

- A. **Detached Trailers and agricultural implements:** The policy may be extended for an additional premium to provide cover for detached trailers and agricultural implements (but not a caravan).
- B. **Voluntary Excess:** For a reduced premium you can choose to pay an additional excess.
- C. **Foreign use Extension:** Extension to provide for foreign use cover, over and above the minimum cover automatically provided by the policy in certain countries, is available for an additional premium on request.

Permitted use of vehicle

The standard policy allows use for social, domestic or pleasure purposes and business use by you excluding use for hiring, racing or rallies, competition or trials, (other than ploughing matches) and motor trade purposes.

For any vehicles used by a Farmer or an Agricultural Contractor solely for agricultural or forestry work the standard policy allows:

- a) use for any purposes excluding use for racing or for rallies, competitions or trials and motor trade purposes.
- b) driving by the policyholder and any person to whom the vehicle is lent or let out on hire or any person who is driving on the order or with the permission of the policyholder, the borrower or the hirer.

Claims Settlement Provisions

Third party liability

Damages: by payment on the basis of the legal liability incurred, plus costs and expenses.

Costs: by payment of costs and expenses necessarily incurred with our consent.

Damage to your insured vehicle

By payment of not more than the market value, or at our option the cost to repair or replace the vehicle.

(Please refer to page 3 & 4 of sections A B & C of the policy document for details)

Commencement of Insurance

Insurance will normally commence only from the date when the premium or a deposit premium is received by Cornish Mutual or its representatives, or on any later date requested by you. Cover is subject to Cornish Mutual acceptance of the proposal form. We reserve the right to decline the proposal. Confirmation of cover will be issued to you in writing together with the required legal documentation.

Cancellation of cover

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. 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 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 in proportion to the annual premium.

Making a claim under your policy

If you would like to make a claim under your policy please contact the Claims Department or your Insurance Inspector.

Claims Department

Cornish Mutual
CMA House
Newham Road
Newham
Truro TR1 2SU

Tel: 01872 277151

Fax: 01872 263032

Email: claims@cornishmutual.co.uk

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

Financial Services Compensation Scheme

Our activities are covered by the Financial Services Compensation Scheme and consequently you may be entitled to compensation if we cannot meet our obligations. The amount of any compensation is dependent upon what insurance you have and the circumstances of the compensation claim but for compulsory classes of insurance please note there are no upper limits on any claim. For further information on The Financial Services Compensation Scheme contact the scheme directly on 0207 8927300, visit: www.fscs.org.uk or write to: Financial Services Compensation Scheme, 7th floor, Lloyds Chambers, Portsoken Street, London E1 8BN

Data Protection - Information Uses

For the purposes of the Data Protection Act 1998, the Data Controller in relation to any personal data you supply is The Cornish Mutual Assurance Company Ltd.

Insurance Administration

Information you supply may be used for the purposes of insurance administration by Cornish Mutual, our agents and reinsurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing our compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention.

In assessing any claims made, Cornish Mutual or its agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators). In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

Claims and Underwriting Exchange Register

Insurers pass information to the Claims and Underwriting Exchange register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft register, run by the Association of British Insurers (ABI). The aim is to help us check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search these Registers. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we may pass information relating to it to the Registers.

Motor Insurance Database

Your policy details will be added to the Motor Insurance Database, (MID) run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purpose of establishing whether a driver's use of this vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If you are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant policy information.

Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

You can find out more about this from us, or at www.miic.org.uk

You should show this notice to anyone insured to drive the vehicle covered under the policy.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims which arise, the insurer may need to collect data which the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application you will signify your consent to such information being processed by the insurer or its agents.

Marketing

The Cornish Mutual Assurance Co. Ltd may use your information to keep you informed by post, telephone, email or other means about products and services which may be of interest to you. Your information may also be disclosed and used for these purposes after your policy has lapsed or we may use your data for research. If you do not wish your information to be used for these purposes please write to us at Cornish Mutual, CMA House, Newham Road, Truro, TR1 2SU.

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.

Cornish Mutual, CMA House, Newham Road, Newham, Truro TR1 2SU

Tel: 01872 277151 Fax: 01872 223053 Email: 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 0801800 Email: complaint.info@financial-ombudsman.org.uk

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

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

Authorised and Regulated by the Financial Services Authority

Registered Office: Cornish Mutual Assurance Co. Ltd, CMA House, Newham Road, Newham, Truro, TR1 2SU

This summary of cover does not include full details of the terms, exclusions and conditions of the Policy. A specimen copy of the Policy wording is available on request. A copy of the completed proposal form will also be supplied on request

Summary of cover documents are liable to alteration, this March 2008 version cancels all previous issues



AMF.13(2)

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

email: enq@cornishmutual.co.uk www.cornishmutual.co.uk