



## Agricultural Vehicle Policy



## Policy Preamble

We (The Cornish Mutual Assurance Company Limited) and you (the Insured named in the Schedule) agree the following:

- you will pay the premium.
- we will provide the cover described in this policy for any loss, damage or liability that occurs during a period of insurance for which you have paid the premium.

We would like you to read this policy document to make sure you have bought the right insurance product. Please also read and check the following documents carefully:



- **Your Schedule**
- **Your statement of fact**
- **Your Certificate of Motor Insurance**

These documents must be read together and form the contract between you and us. If any information is incorrect please tell us as soon as possible as this could affect your insurance cover.

Check your cover. If the policy does not provide you with the insurance cover you want, please contact us straight away.

This policy will be governed by English law and jurisdiction.

Signed on our behalf.



Chairman

Managing Director



### Contact Us

For general enquiries: **01872 277151** or **askus@cornishmutual.co.uk**

For claims: **01872 277151** or **claims@cornishmutual.co.uk**

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## How to Make a Claim

If you need to make a claim under Section A, B, C or D of your Policy you should contact us at:

The Cornish Mutual Assurance Co. Ltd,  
CMA House,  
Newham Road,  
Newham,  
Truro TR1 2SU

Telephone Number: **01872 277151**

E-mail: **claims@cornishmutual.co.uk**

Please always make sure you are able to provide your details, including your policy number as it will enable us to deal with your claim quickly. You should contact us as soon as possible after the incident giving rise to your claim. You must send any claim by a third party, or notice of proceeding, to us as soon as possible.

When writing to us by e-mail please note that proof of sending an e-mail does not mean we have received it. Please make sure we acknowledge receipt of your e-mail.

If you need to make a claim under Section E: Legal Expenses of your Policy please note the following:

Under no circumstances should you instruct your own lawyer as no costs incurred without agreement will be paid.

You should call **01872 272 160**

(lines are open 24 hours, 365 days per year for motor claims reporting)

You will be required to give details of the accident and names and addresses of all parties involved including any witnesses.

If the advisor believes the accident is not your fault, the advisor will arrange for a legal expert to contact you who will help claim back your losses and obtain compensation for any injuries and/or for you to be contacted to assess your need and suitability for a replacement vehicle. Ensure no contact is made with anyone else regarding claiming back your losses or compensation for personal injury.



## Additional Services

### Consumer Legal Services:

Register today at [www.araglegal.co.uk](http://www.araglegal.co.uk) and enter the voucher code AM77A9ADB22C to access and download legal documents to help with consumer legal matters. You can access free will templates and letters relating to parking and speeding tickets, selling or buying a vehicle and motor vehicle complaints.

### Legal and Tax Advice:

If you have a legal or tax problem we strongly recommend that you take advantage of our confidential legal and tax advice helpline which is provided as part of this Policy.

The legal advice helpline is open 24/7 and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers personal legal matters within EU law or personal tax matters falling within UK law. Services are subject to fair and reasonable use. Your query will be dealt with by a qualified specialist experienced in handling legal and tax related matters.

You can get advice by telephoning **01872 270174**. Use of this service does not constitute reporting of a claim.

### Counselling Assistance:

If you need confidential help and advice, qualified counsellors are available to provide telephone support on any matter that is causing you upset. Please call **01872 270 154**.

## General Definitions

Each of the following words and expressions is given a specific meaning which applies wherever it appears in **bold type** in this Policy or in capital letters in the Schedule (other than in Section E: Legal Expenses where more specific definitions apply).

**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**.

**Bodily Injury** means physical injury or disease or a recognisable psychiatric injury, including death resulting therefrom.

**Computer System** means any computer, hardware, software, communications system, electronic device, server or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

**Cyber Act** means a malicious or criminal act or series of related malicious or criminal acts, regardless of time and place, involving access to, processing of, use of or operation of any

## General Definitions

**Computer System** used by a motor vehicle

**Data** means facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

**Declared Value** means the value you have given us as the cost to replace your **Vehicle** or **Trailer** with one of the same make, model, specification, age and condition.

**Employee** means any person working for you who is: -

- (i) under a contract of service or apprenticeship with you,
- (ii) any labour master or labour-only sub-contractor or person supplied by them,
- (iii) self-employed,
- (iv) working under a recognised work experience or training scheme,
- (v) a voluntary helper,
- (vi) borrowed by or hired to you, or
- (vii) a director of your business.

**Excess** means the amount you must pay towards any claim for each **Vehicle** or **Trailer** up to the amount set out in the Schedule.

**Market Value** means the amount it would cost to replace your **Vehicle** or **Trailer** at the time of the accident or loss with one of the same make, model, specification, age and condition.

**Quad Bike** means any all terrain **Vehicle**, all terrain cycle or other open motorised **Vehicle** designed for off road use and on which the driver must sit astride.

**Terrorism** means any 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, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Trailer** means any trailer or agricultural or forestry implement or machine which is constructed to be towed by a motor **Vehicle** or carried on the front or rear three point linkage of the **Vehicle** excluding caravans

**Vehicle** means the vehicle(s) specified in your Schedule including

- (i) any **Accessories**.
- (ii) any fore end loader and mounting frame, and
- (iii) any items which are essential to or an integral part of the **Vehicle**

whether attached to the **Vehicle** or not, used solely or designed to be used solely for agricultural or forestry purposes or any other use as agreed by us.

## Section A: Legal Liability to Others

What is covered	What is not covered
<p>We will indemnify you or any other person indicated below as covered by this Section of your Policy against legal liability for <b>Bodily Injury</b> or damage to property arising from any accident involving your <b>Vehicle</b> or your <b>Trailer</b>.</p> <p><b>Other persons covered by this section are:-</b></p> <ol style="list-style-type: none"> <li>1. anyone driving with your permission who is allowed to do so by your current Certificate of Motor Insurance.</li> <li>2. anyone (other than the driver) using the <b>Vehicle</b> with your permission who is allowed to do so by your current Certificate of Motor Insurance.</li> <li>3. any passenger.</li> <li>4. the legal personal representatives of any deceased person who, before their death, incurred liability covered by this section.</li> </ol> <p><b>We will also pay for:-</b></p> <ol style="list-style-type: none"> <li>1. legal costs and professional fees and expenses incurred with our consent including the cost of: <ol style="list-style-type: none"> <li>(a) representation at any Coroner's Court, Fatal Accident Inquiry or Court of Summary Jurisdiction;</li> <li>(b) defending proceedings arising from any death in respect of any event which may be the subject of indemnity under this section:</li> </ol> </li> <li>2. emergency treatment fees as required under road traffic legislation.</li> </ol> <p><b>Joint Insured / Cross Liabilities:-</b></p> <p>Where more than one person is named in the Schedule as the Policyholder this Policy will apply separately to each, as if a separate Policy had been issued to each, but this shall not increase our total liability beyond any limit referred to in this Policy.</p>	<p>This Section does not insure legal liability for:</p> <ol style="list-style-type: none"> <li>1. <b>Bodily Injury</b> to an <b>Employee</b> arising out of and in the course of employment by anyone indemnified under this section except as necessary to comply with road traffic legislation.</li> <li>2. Loss of or damage to the <b>Vehicle</b> or any other property owned by or in the custody or control of you or any other person covered under this section.</li> <li>3. (a) Damage to property exceeding £5,000,000 in respect of any one claim or number of claims arising from any one accident.  (b) Legal costs and professional fees and expenses arising from damage to property exceeding £2,000,000 in respect of any one claim or a number of claims arising from one accident.</li> </ol> <p>If indemnities to more than one person are involved the insurance will apply to the aggregate amount and in priority to you.</p> <ol style="list-style-type: none"> <li>4. The operation of your <b>Vehicle</b> as a tool, or of plant forming part of or attached to your <b>Vehicle</b> except as required by any road traffic legislation.</li> <li>5. Where your <b>Trailer</b> is attached to any vehicle not insured by your Policy.</li> <li>6. <b>Bodily Injury</b> to any person or loss of or damage to property directly or indirectly caused by, arising or resulting from or in connection with <ol style="list-style-type: none"> <li>(a) any act of <b>Terrorism</b>, or</li> <li>(b) any action taken in controlling, preventing, suppressing or in any way relating to any act of <b>Terrorism</b></li> </ol> except as is required by any road traffic legislation.</li> <li>7. Use of your <b>Vehicle</b> or your <b>Trailer</b> in or on that part of any aerodrome, airfield, airport or military installation provided for</li> </ol>

## Section A: Legal Liability to Others

What is covered	What is not covered
	<p>(a) the take off and landing of aircraft and aerial devices or the movement of aircraft and aerial devices on the ground, and</p> <p>(b) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars</p> <p>except as is required by any road traffic legislation.</p> <p>8. <b>Bodily Injury</b> or damage that arises beyond the limits of any carriageway or thoroughfare, in connection with the loading or unloading of any <b>Vehicle</b> or <b>Trailer</b> by any person other than the driver or attendant of the <b>Vehicle</b> or <b>Trailer</b>.</p> <p>9. <b>Bodily Injury</b> to any person or loss of or damage to property caused by pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance except where such liability is required to be covered by any road traffic legislation.</p> <p>For the purpose of this exclusion pollution or contamination means all pollution or contamination of buildings or other structures.</p>



### Important to 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 or any subsequent amendment or replacement.

If the law of any country obliges us to make a payment for which, because of breach of any of the terms or conditions of this Policy, we would not otherwise have been liable, we will require you to refund the amount paid.



## Section B: Fire and Theft Damage to your Vehicle

What is covered	What is not covered
<p>We will indemnify you against loss of or damage to your <b>Vehicle</b> resulting from:</p> <ol style="list-style-type: none"> <li>1. fire, explosion or lightning, or</li> <li>2. theft or attempted theft</li> </ol> <p>by, at our option, either paying the cost of repair or making a payment in settlement of not more than the <b>Market Value</b> or <b>Declared Value</b> whichever is the lesser.</p> <p>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 your <b>Vehicle</b> (and/or its <b>Accessories</b>) may not be precisely restored.</p> <p>If your <b>Vehicle</b> is the subject of a hire purchase or leasing agreement any cash settlement will be paid to the legal owner.</p> <p><b>Additional cover</b></p> <ol style="list-style-type: none"> <li>1. <b>Recovering Your Vehicle</b> We will pay the reasonable cost of removing your <b>Vehicle</b> to the agreed repairer and returning it after repair to your address.</li> <li>2. <b>New Vehicle Replacement</b> If your <b>Vehicle</b>:- <ol style="list-style-type: none"> <li>(a) is stolen and not recovered within 28 days or damaged (by fire, explosion, lightning or theft) to an extent that repairs would exceed 60% of its list price (including taxes) at the time of damage, and</li> <li>(b) is less than one year old and you are the first and only registered owner</li> </ol> <p>we will replace your <b>Vehicle</b> with a new <b>Vehicle</b> of the same make and model or its closest direct replacement if your <b>Vehicle</b> is no longer available.</p> <p>The damaged <b>Vehicle</b> will then become our property.</p> </li> </ol>	<ol style="list-style-type: none"> <li>1. Loss of use, depreciation (including diminution in value as a consequence of repair) and wear and tear.</li> <li>2. Mechanical, electrical, electronic, computer failures or breakdowns or breakages.</li> <li>3. Loss or damage arising from theft whilst the ignition keys of your <b>Vehicle</b> have been left in or on your <b>Vehicle</b>.</li> <li>4. The <b>Excess</b> shown in the Schedule for each <b>Vehicle</b>.</li> </ol>

## Section B: Fire and Theft Damage to your Vehicle

What is covered	What is not covered
<p><b>3. Replacement of Locks.</b></p> <p>If the <b>Vehicle</b> keys or lock transmitter of your <b>Vehicle</b> are lost or stolen we will pay up to £250 per event for the cost of replacing the:</p> <ul style="list-style-type: none"><li>(a) door locks</li><li>(b) ignition/steering lock</li><li>(c) lock transmitter and central locking interface.</li></ul>	



### Important to note

Don't forget to always lock the doors, check all the windows are shut and make sure any personal belongings are out of sight.

- Don't leave the vehicle engine running while the vehicle is unattended.
- If there is an alarm, make sure you use it.

## Section C: Accidental Loss or Damage to your Vehicle

What is covered	What is not covered
<p>We will indemnify you against damage to your <b>Vehicle</b> by, at our option, either paying the cost of repair or making a payment in settlement of not more than the <b>Market Value</b> or <b>Declared Value</b> whichever is the lesser.</p> <p>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 your <b>Vehicle</b> (and/or its <b>Accessories</b>) may not be precisely restored.</p> <p>If your <b>Vehicle</b> is the subject of a hire purchase or leasing agreement any cash settlement will be paid to the legal owner.</p> <p><b>Additional cover</b></p> <p><b>1. Recovering Your Vehicle</b> We will pay the reasonable cost of removing your <b>Vehicle</b> to the agreed repairer and returning it after repair to your address.</p> <p><b>2. New Vehicle Replacement</b> If your <b>Vehicle</b> is:-</p> <ul style="list-style-type: none"> <li>(a) damaged to an extent that repairs would exceed 60% of its list price (including taxes) at the time of damage, and</li> <li>(b) is less than one year old and you are the first and only registered owner</li> </ul> <p>we will replace your <b>Vehicle</b> with a new <b>Vehicle</b> of the same make and model or its closest direct replacement if your <b>Vehicle</b> is no longer available.</p> <p>The damaged <b>Vehicle</b> will then become our property.</p> <p><b>3. Replacement of Locks</b> If the <b>Vehicle</b> keys or lock transmitter of your <b>Vehicle</b> are lost we will pay up to £250 per event for the cost of replacing the:</p> <ul style="list-style-type: none"> <li>(a) door locks</li> <li>(b) ignition/steering lock</li> <li>(c) lock transmitter and central locking interface.</li> </ul>	<ol style="list-style-type: none"> <li>1. Damage as a result of fire, explosion, lightning or theft or attempted theft.</li> <li>2. Loss of use, depreciation (including diminution in value as a consequence of repair) and wear and tear.</li> <li>3. Any mechanical, electrical or computer failure, breakdown or breakage.</li> <li>4. Damage to tyres by punctures, cuts or bursts.</li> <li>5. Damage resulting from riot or civil commotion outside Great Britain, the Isle of Man and the Channel Islands.</li> <li>6. Damage to the internal machinery of any <b>Vehicle</b> which is caused by the introduction of any matter which the machinery is designed to process.</li> <li>7. The <b>Excess</b> shown in the Schedule for each <b>Vehicle</b>.</li> </ol>

## Section D: Trailer Cover

What is covered	What is not covered
<p>We will provide cover under the terms of Sections B and C of this policy (if shown as operative on your Schedule) in respect of any <b>Trailer</b> as if it is the <b>Vehicle</b>, which is:-</p> <ol style="list-style-type: none"> <li>1. used solely for agricultural or forestry purposes or for any other use as agreed by us, and</li> <li>2. owned by you or in your custody or control, or</li> <li>3. hired to you under a hire purchase or leasing agreement.</li> </ol> <p><b>Unspecified Trailers</b> We will provide cover for any unspecified <b>Trailer</b> valued below £50,000 which is your property or in your custody or control whilst attached to or detached from the <b>Vehicle</b>.</p> <p><b>Specified Trailers</b> We will provide cover for any <b>Trailer</b> specified in your Schedule which is declared to us by make or serial number whilst attached to or detached from the <b>Vehicle</b>.</p>	<ol style="list-style-type: none"> <li>1. Loss or damage arising when your <b>Trailer</b> is attached to any <b>Vehicle</b> other than the insured <b>Vehicle</b>.</li> <li>2. Damage to any <b>Trailer</b> valued at £50,000 or more if it is not specified on the Schedule.</li> <li>3. The <b>Excess</b> shown in the Schedule for each <b>Trailer</b> when detached from the <b>Vehicle</b>.</li> </ol>



### Excesses

If your **Vehicle** is lost, stolen or damaged you must pay the **Excess** shown in your Schedule as the first part of any claim. More than one **Excess** can apply to the Policy. You must pay the **Excesses** that apply regardless of whether or not you were responsible for the accident or loss.

You will need to pay your **Excess** to the repairer once the repairs are completed or we will deduct the **Excess** from any settlement payment we make to you.



## Section E: Legal Expenses

This Section is administered by ARAG plc under a coverholder agreement with the **Insurer** SCOR UK Company Limited ("SCOR").

SCOR is registered in England and Wales number 01334736. Registered address: 10 Lime Street, London, EC3M 7AA. SCOR is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority firm registration number 202333. This can be checked by visiting the FCA website at <https://register.fca.org.uk/>

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

## Section E Definitions

**Appointed Advisor** means the solicitor or other advisor appointed by **Us** to act on **Your** behalf.

**Collective Conditional Fee Agreement** means a legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **Us** to pay his or her professional fees on the basis of 100% "no-win, no-fee".

**Conditional Fee Agreement** means a legally enforceable agreement entered into between **You** and the **Appointed Advisor** for paying their professional fees on the basis of 100% "no-win, no-fee".

**Geographical Limit** means the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and any member country of the European Union.

**Insured Vehicle** means the vehicle specified in **Your** Certificate of Motor Insurance and any **Trailer** attached to it.

**Insurer** means SCOR UK Company Limited.

**Legal Costs and Expenses** means

- (a) reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the Standard Basis, and agreed in advance by **Us** or Fixed Recoverable Costs. The term "Standard Basis" can be found within the Court's Civil Procedure Rules Part 44.
- (b) other side's costs and disbursements where **You** have been ordered to pay them or pay them with **Our** agreement.

**Reasonable Prospects of Success** means that it is always more likely than not that

- (a) **Your** claim or appeal will be successful, and
- (b) any judgment being sought by **You** will be enforced.

Where it has been determined that **Reasonable Prospects of Success** do not exist, **You** shall be liable to pay any legal costs incurred should **You** pursue or defend **Your** claim irrespective of the outcome.

**We, Us, Our** means ARAG plc who is authorised under a coverholder agreement on behalf of the **Insurer**.

**You, Your** means

- (a) the person(s) named in the Certificate of Motor Insurance for this Policy.
- (b) where **Your Insured Vehicle** has been damaged following an event which is the fault of another party, any driver or passenger in or on **Your Insured Vehicle**.

## Section E Cover

What is covered	What is not covered
<p>The <b>Insurer</b> will indemnify <b>You</b> if an event which is another party's fault:</p> <ol style="list-style-type: none"> <li>1. damages the <b>Insured Vehicle</b> and/or personal property in or on it, and/or</li> <li>2. injures or kills <b>You</b> whilst in or on an <b>Insured Vehicle</b>.</li> </ol> <p>The <b>Insurer</b> will pay <b>Your Legal Costs and Expenses</b> including the cost of appeals up to a total of £100,000 for all claims arising from or relating to the same originating cause subject to all of the following requirements being met:</p> <ol style="list-style-type: none"> <li>1. the accident happens in the <b>Geographical Limit</b>;</li> <li>2. the claim             <ol style="list-style-type: none"> <li>(a) always has <b>Reasonable Prospects of Success</b></li> <li>(b) is reported to <b>Us</b> <ol style="list-style-type: none"> <li>(i) during the Period of Insurance</li> <li>(ii) as soon as possible after the accident; and</li> </ol> </li> </ol> </li> <li>3. unless there is a conflict of interest, <b>You</b> always agree to use the <b>Appointed Advisor</b> chosen by <b>Us</b> before proceedings have been or need to be issued; and</li> <li>4. the claim falls under the jurisdiction of a court or the Motor Insurers' Bureau and in the <b>Geographical Limit</b>; and</li> <li>5. <b>You</b> enter into a <b>Conditional Fee Agreement</b> (unless the <b>Appointed Advisor</b> has entered into a <b>Collective Conditional Fee Agreement</b> with <b>Us</b>) where legally permitted.</li> </ol> <p>This Section of the Policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other policy terms.</p>	<p>This Section does not insure:</p> <ol style="list-style-type: none"> <li>(a) <b>Legal Costs and Expenses</b> incurred before <b>We</b> accept a claim or without <b>Our</b> written agreement;</li> <li>(b) the defence of any claim other than appeals against <b>You</b> (but see Section A of this Policy);</li> <li>(c) an accident that happens before the start of this Policy;</li> <li>(d) fines, penalties or compensation awarded against <b>You</b>;</li> <li>(e) a group litigation order;</li> <li>(f) a contract;</li> <li>(g) a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.</li> </ol>

## Section E Conditions

Where the **Insurer's** risk is affected by **Your** failure to keep to any conditions of this Section, the **Insurer** may cancel this Section of **Your** Policy, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to claim back **Legal Costs and Expenses** from **You** if this happens.

### 1. Your Responsibilities

**You** must:

- (a) tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to claim back losses;
- (b) cooperate fully with **Us**, give the **Appointed Advisor** any instructions **We** require, keep them updated with progress of the claim and not hinder them;
- (c) take reasonable steps to claim back **Legal Costs and Expenses** and, where recovered, pay them to the **Insurer**;
- (d) keep **Legal Costs and Expenses** as low as possible;
- (e) allow the **Insurer** at any time to take over and conduct in **Your** name, any claim.

### 2. Freedom to Choose an Appointed Advisor

- (a) In certain circumstances as set out in 2. (b) below, **You** may choose an **Appointed Advisor**. In all other cases no such right exists and **We** shall choose the **Appointed Advisor**.
- (b) **You** may choose an **Appointed Advisor** if
  - i) **We** agree to start proceedings or proceedings are issued against **You**, or
  - ii) there is a conflict of interest
- (c) Where **You** wish to exercise **Your** right to choose, **You** must write to **Us** with **Your** preferred representative's contact details. Where **You** choose to use **Your** preferred representative, the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel. (**Our** panel solicitor firms are chosen with care and **We** agree special terms with them including rates which may be lower than those available from other firms.)
- (d) If **You** dismiss the **Appointed Advisor** without good reason, or withdraw from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses to continue acting for **You** with good reason, the cover will end immediately.

### 3. Consent

- (a) **You** must agree to **Us** having sight of the **Appointed Advisor's** file relating to **Your** claim. **You** are considered to have provided consent to **Us** or **Our** appointed agent to have sight of **Your** file for auditing and quality control purposes.
- (b) Anyone claiming under this Section of the Policy must have the agreement of the person(s) named in the Certificate of Motor insurance for this Policy.

### 4. Settlement

- (a) The **Insurer** can settle the claim by paying the reasonable value of **Your** claim.
- (b) **You** must not negotiate, settle the claim or agree to pay **Legal Costs and Expenses** without **Our** written agreement.
- (c) If **You** refuse to settle the claim following advice to do so from the **Appointed Advisor** the **Insurer** may refuse to pay further **Legal Costs and Expenses**.

## Section E Conditions

### 5. Barrister's Opinion

**We** may require **You** to obtain and pay for an opinion from a barrister regarding the merits or value of the claim. If the opinion supports **You**, then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **Us**, then the **Insurer** will pay for a final opinion which shall be binding on **You** and **Us**. This does not affect **Your** right under Condition 6 below.

### 6. Disputes

If any dispute between **You** and **Us** arises from this Section of **Your** Policy, **You** can make a complaint to **Us** as described under the heading "Our Complaints Procedure" and **We** will try to resolve the matter. If **We** are unable to satisfy **Your** concerns **You** can ask the Financial Ombudsman Service to arbitrate over the complaint.

### 7. Fraudulent Claims and claims tainted by dishonesty

- (a) If **You** make any claim which is fraudulent or false, this Section of **Your** Policy may become void and all benefit under it may be lost.
- (b) **You** shall at all times be entirely truthful, accurate and open in any evidence, disclosure or statement **You** give and shall act with complete honesty and integrity at all times. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that **You** have breached this condition and that the breach has:
  - (i) affected **Our** assessment of **Reasonable Prospects of Success**, and/or
  - (ii) prejudiced in any part the outcome of **Your** claimthe **Insurer** shall have no liability for **Legal Costs & Expenses** under this Section of the Policy irrespective of whether the breach has or is likely to have made a difference to the outcome of any part of **Your** claim.

### 8. Acts of Parliament

All Acts of Parliament referred to within this Section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation. This policy will be governed by English law.

## Making a claim - Applicable to Section E: Legal Expenses

**We** record and monitor calls for training purposes, to improve the quality of **Our** service, to help **Us** deal with queries or complaints from **You** and to prevent and detect fraud and financial crime.

Should **You** need to make a claim under Section E: Legal Expenses of **Your** policy; under no circumstances should **You** instruct **Your** own lawyer as **We** will not pay any costs incurred without **Our** agreement. **You** should contact **Us** on 01872 272 160, lines are open 24 hours, 365 days per year for motor legal expenses reporting. **We** will require details of the accident and names and addresses of all parties involved including any witnesses.

If the advisor believes the accident is not **Your** fault, **We** will arrange for a legal expert to contact **You** who will help claim back **Your** losses and obtain compensation for any injuries and/or for **You** to be contacted to assess **Your** need and suitability for a replacement vehicle. Ensure no contact is made with anyone else regarding claiming back **Your** losses or compensation for personal injury.



## General Exclusions

### 1. Driving and Use

Your Policy does not insure any damage, loss, **Bodily Injury** or liability where to your knowledge or that of the person seeking indemnity, any **Vehicle** is:

- (a) being driven by, or in the care of, anyone who is not allowed to drive by your current Certificate of Motor Insurance, or
- (b) being used outside the limitations as to use as shown on your current Certificate of Motor Insurance except that: -
  - (i) the provision regarding a licence to drive will not operate when a licence is not required by law, or
  - (ii) any indemnity provided under Section B will operate whilst your **Vehicle** is in the care of a member of the motor trade for maintenance or repair.

### 2. Geographical Limits

Your Policy does not insure any damage, loss, **Bodily Injury** or liability arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, except as set out in Section A under the heading of 'Compulsory Motor Insurance Laws' and Section E Legal Expenses.

### 3. Contractual Liability

Your Policy does not insure any liability which arises only because of an agreement.

### 4. War Risks

Your Policy does not insure any consequences whether direct or indirect of

- (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil commotion assuming proportions of or amounting to a popular uprising, civil war, military uprising, mutiny, rebellion, coup, revolution, insurrection, military or usurped power or martial law.
- (b) confiscation, destruction or requisition by order of the government or any public authority except where liability is required to be covered by any road traffic legislation.

### 5. Radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons

This Policy does not cover the following:

- (a) damage to any property or any resulting loss, expense or consequential loss, or
- (b) any legal liability

directly or indirectly caused by or contributed to by:

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this sub-clause does not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- (v) any chemical, biological, bio-chemical or electromagnetic weapon.

## General Exclusions

### 6. Hazardous Goods

This Policy does not insure any damage, loss, **Bodily Injury** or liability arising from the use of any **Vehicle** the principle use of which is

- (a) transportation of high explosives such as nitro-glycerine, dynamite and/or any other similar explosive.
- (b) bulk transportation of any flammable liquid (use of a tank truck for the transportation of fuel oil for your own use is not excluded).
- (c) transportation of chemicals or gases in liquid, compressed and/or gaseous forms.

### 7. Sonic Bangs

This Policy does not insure damage occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 8. Deliberate Acts

This Policy does not insure any loss of or damage to any property or any liability caused deliberately by you.

### 9. Excesses

Any **Excess** as shown in the Schedule.

### 10. Terrorism

Section A of this Policy does not insure **Bodily 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.

### 11. VAT

This Policy does not insure the VAT element of any claim where you are able to recover VAT.

### 12. Cyber Acts

This Policy does not insure any damage, loss, injury, liability, claim, cost, or expense of whatsoever in nature arising directly or indirectly, wholly or in part, from any **Cyber Act** except to the extent that we must provide cover under the Road Traffic Acts.

### 13. Data

This Policy does not insure any damage, loss, injury, cost, liability, claim, or expense of whatsoever nature directly caused by, resulting from, or arising out of any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**.

## General Conditions

### 1. Observance of Terms

If you or any other person wish to make a claim under your Policy then you or such other person must comply with the terms as far as they can apply.

### 2. Change in Circumstances

You must tell us immediately if:

- a) you sell or change any insured **Vehicle**;
- b) you change the registration number of any insured **Vehicle**;
- c) you change your address or where you keep any insured **Vehicle**;
- d) you modify or alter any insured **Vehicle** from standard UK specification;
- e) you intend to move abroad permanently;
- f) you or any driver receive a non motoring conviction;
- g) you or any driver is banned from driving;
- h) you or any driver is told by the DVLA that they cannot continue to drive. You are reminded that the law requires you to inform the DVLA about any condition that may affect your ability to drive safely.

When you inform us of any change we may amend the premium or alter the terms of the policy immediately or at the next renewal. In some instances we may not be able to continue to provide cover and will cancel the policy.

### 3. Duty of Care

You must do all that you reasonably can to:

- (a) maintain your **Vehicle**, together with any **Trailer** which we insure, in good working order and in a roadworthy condition,
- (b) reduce the risk of damage, **Bodily Injury**, loss or theft, and
- (c) comply with all relevant statutory requirements and regulations imposed by any authority.

### 4. Rights of Third Parties

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.

### 5. Cancelling your Policy

#### (a) Your right to cancel

There is a 14 day cooling off period from the date you receive your documents. If you decide to cancel the Policy during this time we will refund your premium provided no claims have been made. For a cancellation at any other stage during your Policy year please contact us and we will only charge you for the time on cover unless a claim has been made in which case we will keep the full premium.

#### b) Our right to cancel

We have the right to cancel the Policy by giving you seven days' notice in writing sent by recorded delivery to your last known address explaining our reason for doing so. We will only charge you for the time on cover unless a claim has been made in which case we will keep the full premium. Valid reasons for cancelling include but are not limited to:

- (i) non payment of premium, or any instalment of the premium;
- (ii) where we reasonably suspect fraud;
- (iii) where you fail to co-operate with us or fail to give us information or documentation that we reasonably request;
- (iv) where you have not provided accurate and truthful responses to the questions we have asked when issuing, amending or renewing the Policy;

## General Conditions

- (v) where you fail to comply with the Policy terms and conditions;
- (vi) where a change in your circumstances means we are unable to continue to provide cover.
- (vii) where you use threatening, abusive, intimidating or bullying behaviour towards our staff or suppliers.

### 6. **Misrepresentation**

It is your duty to take reasonable care not to make a misrepresentation to us if we ask you a question in connection with your insurance or we ask you to confirm or amend details. If the misrepresentation is deliberate or reckless we may:

- a) refuse all claims
- b) cancel the policy from the beginning and retain all premiums paid.

### 7. **Premium payment by instalments**

- a) if you agree to pay your premium by monthly direct debit or a similar arrangement you must pay any deposit we ask for and make sure your instalment payments are kept up to date;
- b) if you make a claim, we may deduct any outstanding amounts due to us before paying the claim



## Claims Conditions

For Motor Legal Expenses claims please see Section E. For all other Sections the following conditions apply.

### 1. Your duties

When an incident occurs that may result in a claim you shall:

- (a) tell us as soon as you become aware;
- (b) take all practicable steps to recover property lost and otherwise minimise the claim;
- (c) tell the police immediately if the damage is caused by thieves, malicious persons, vandals, or as a result of riot, civil commotion, strike or labour disturbance;
- (d) within 30 days give us any information we require and continue to provide us with any information and assistance we require before or after we pay your claim under the Policy;
- (e) not make or allow to be made on your behalf any admission, offer, promise, payment or indemnity without our consent;
- (f) forward to us every letter, claim, writ, summons and process immediately upon receipt without acknowledgement and advise us as soon as you have any knowledge of any impending prosecution, inquest or inquiry in connection with that event.

No claim shall be payable unless these conditions have been complied with and in the event of non-compliance any payment on account of the claim already made by us shall be repaid to us.

### 2. Conduct of 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.

We may take, start, take over, defend and conduct any legal action in your name or that of any other person insured by your Policy.

We may prosecute in your name for our benefit any claim for payment or damages. We will have full discretion in the conduct and settlement of any such action.

### 3. Fraudulent Claims

If you make any claim which is fraudulent or false no payment shall be made. We may, by giving notice to you, cancel the Policy with effect from the date of the fraudulent act.

### 4. Right of Recovery

If the law of any country in which we are providing cover requires us to settle a claim which we would not otherwise have paid, we reserve the right to recover this amount from you or from the person who incurred the liability.

### 5. Other Insurance

We will not make any payment for any claim that results from an incident that is covered by any other insurance that you hold, in the event that any other policy that you hold with any other insurance company excludes payment under that policy where more than one by insurance exists.

If such other policy has a provision which prevents it from contributing in a like manner, the most we will pay will be the amount in excess of that which would have been payable under the other policy had this Policy not been in force.

## Our Complaints Procedure

As a mutual organisation we exist solely for our Members. We make sure we treat our Members fairly and honestly and always seek to give you an excellent service at all times.

Giving our Members the best possible service is important to us and if there are occasions when we have not met these high standards, we want you to tell us.

### **Making a complaint to The Cornish Mutual Assurance Company Ltd**

Your feedback is valuable to us and can help to improve our service. If you have a complaint please let us know by writing to our Insurance Director using the details below:

The Cornish Mutual Assurance Company Ltd (for Sections A to D)

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

E-mail: askus@cornishmutual.co.uk

However, your complaint does not have to be in writing. If you prefer to call us then please contact us by telephone on:

Tel: 01872 277 151

ARAG plc (for Section E: Legal Expenses)

Registered Office: 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Tel: 0117 917 1561

E-mail: customerrelations@arag.co.uk

### **Responding to your complaint**

Once you have contacted us, we will acknowledge your complaint within five working days and let you know the details of who is handling your complaint.

### **Resolving your complaint**

We strive to deal with all complaints fairly. Once we receive your complaint we will resolve it as quickly as possible, we aim to provide you with a formal response within 20 working days. If we don't resolve your complaint in this time we will write to you to let you know why and when we expect to send you our final response.

If we are unable to resolve your complaint within eight weeks from the date the complaint is received by us or agents acting on our behalf or if you are unhappy with the response we give you can contact the Financial Ombudsman Service to let them know.

### **The Financial Ombudsman Service**

They can be contacted on:

Exchange Tower, Harbour Exchange Square, London E14 9GE

Tel: 0300 123 9123 or 0800 023 4567

E-mail: complaint.info@financial-ombudsman.org.uk

You can text the Financial Ombudsman Service on 07860 027 586 and they will call you back, but please don't send any account numbers or bank details by text – the Financial Ombudsman Service will sort that out later.

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

### **The Financial Services Compensation Scheme (FSCS)**

This scheme was set up under the terms of the Financial Services and Markets Acts 2000. Its aim is to protect private and small business/charity customers should an insurer go out of business and be unable to meet its liabilities or pay claims. You may be entitled to compensation depending upon your income and the number of people you employ.

For further information on the scheme you can visit the website at: [www.fscs.org.uk](http://www.fscs.org.uk) or write to:  
Financial Services Compensation Scheme  
10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU  
Tel: 0800 678 1100 or 0207 741 4100  
E-mail: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

## Data Protection - Information Uses

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

Below you will find a summary of the key elements of our Privacy Policy describing how we use the personal data you supply to us. For a full copy of the Privacy Policy please visit our website at [www.cornishmutual.co.uk/privacy-policy](http://www.cornishmutual.co.uk/privacy-policy) or you can contact us to request a copy.

### What information we collect

In order to assess the terms of the insurance contract and/or administer claims which arise, we collect personal information such as your full name, address and date of birth. We also collect sensitive personal information only where necessary such as your health conditions or criminal convictions.

We may also collect information from sources such as social media, third party databases available to the insurance industry, loss adjusters or other suppliers appointed in the process of handling a claim.

### Using and sharing your data for insurance administration purposes

Information you supply may be used for the purposes of insurance administration by Cornish Mutual, our reinsurers and associated service providers such as vehicle breakdown, home emergency, or legal advisors. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing our regulatory responsibilities. Your information may also be used for offering renewals, research and statistical purposes and crime prevention.

Your information may be passed on to other parties where this is necessary to help deal with your claim or allow you to benefit from additional services such as vehicle breakdown, home emergency, credit hire, vehicle repairs or legal advice. Where we discuss your claim with other insurers we will only disclose the necessary information. Cornish Mutual or its agents may also undertake checks against publicly available information (such as county court judgments, bankruptcy orders or repossessions).

### Using and sharing your data for marketing & marketing research purposes

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.

We may also send your data to a market research company to enable independent research to improve our service to you. This will not be used to promote services of other companies or third parties. Your information may also be disclosed and used for these purposes after your policy has lapsed.

If you do not wish your information to be used for these purposes please contact us at Cornish Mutual, CMA House, Newham Road, Truro, TR1 2SU on 01872 277151 or email: [askus@cornishmutual.co.uk](mailto:askus@cornishmutual.co.uk).

### Accessing your data

In the case of personal data, with limited exceptions, you have the right to access and if necessary rectify information held about you.

You can find full details of this process on our website.

In specific circumstances, you may make a request to have your personal data erased. There

## Data Protection – Information Uses

are reasons why a request may not be upheld, such as:

- You may want to make a future claim, so we need to be able to find your records.
- Insurance companies share data about policies and claims to prevent fraud.

If you would like to access or erase your personal data please contact us at Cornish Mutual on 01872 277151 or [askus@cornishmutual.co.uk](mailto:askus@cornishmutual.co.uk) or by writing to CMA House, Newham Road, Truro TR1 2SU.

### Fraud Prevention

Insurers pass information to the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register, run by the Motor Insurers' Bureau (MIB). 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.

## Privacy statement - ARAG

This is a summary of how ARAG collect, use, share and store personal information. To view ARAG's full privacy statement please see our website [www.arag.co.uk](http://www.arag.co.uk)

### Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address and date of birth and if appropriate medical information. ARAG will hold and process any such information in accordance with all relevant data protection regulations and legislation. Should ARAG ask for personal or sensitive information, ARAG undertake that it shall only be used in accordance with their privacy statement.

ARAG may also collect information for other parties such as suppliers ARAG appoint to process the handling of a claim.

### Using personal or sensitive information

The reason ARAG collect personal or sensitive information is to fulfil their contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, ARAG may need to share personal or sensitive information with other organisations.

ARAG will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to ARAG's full privacy statement for full details.

### Keeping personal information

ARAG shall not keep personal information for any longer than necessary.

### Your rights

Any person insured by this policy has a number of rights in relation to how ARAG hold personal data including; the right to a copy of the personal data ARAG holds; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when ARAG will not be able to delete personal data please refer to ARAG's full privacy statement.



Head office: CMA House, Newham Road, Newham, Truro, Cornwall TR1 2SU

Tel: 01872 277151

email: [askus@cornishmutual.co.uk](mailto:askus@cornishmutual.co.uk) [www.cornishmutual.co.uk](http://www.cornishmutual.co.uk)



Company Registration Number: 00078768

Authorised by the Prudential Regulation Authority and regulated by the Financial  
Conduct Authority and the Prudential Regulation Authority

AV APR 2023