



## Agricultural Motor Fleet Insurance Policy



## Agricultural Motor Fleet 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

## 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, or designed to be used solely for agricultural or forestry purposes 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.

**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.

**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 **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 the Insured **Vehicle** with one of the same make, model, specification, age and condition.

**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 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.

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

**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.

## Definition of Terms

**Market Value:** means the amount it would cost you to replace the Insured **Vehicle** with one of the same make, model, specification, age and condition.

**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 the **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**.

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

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

**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 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**.

**Vintage Tractor:** means a tractor that is more than 25 years old and is not normally used for agricultural purposes.

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

## Making a claim under your Policy

Should you need to make a claim under this Policy, please let us know as soon as possible after the incident by contacting our Claims Team on 01872 277151.

This service is available Monday to Friday 8.30am to 5.30pm. If you are contacting us out of hours, you can leave us a message and an experienced claims handler will contact you when we are open.

Please ensure you leave your details, including your policy number, in any message left for us so that it will enable us to deal with your claim efficiently.

For Legal Expenses claims please see Section G. For Motor Breakdown claims see Section H.

**CyberScout 24/7 Cyber Helpline:** Whether you require an immediate response to a cyber event or need some pre-incident advice, the CyberScout 24/7 Cyber Helpline is available to assist. CyberScout provides 24/7 direct call access to expert fraud specialists who can help with a range of incidents, including extortion, reputation damage (social engineering and cyber bullying), identity theft and fraud, financial fraud and loss, online retail fraud, ransomware, and liability exposure.

You can access this service by calling **0808 189 2300**.

## 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 legal costs and professional fees 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 by an **Employee** in connection with your Business of any motor vehicle or **Trailer** not provided by you 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) (i) damage to property exceeding £5,000,000 in respect of any one claim or a number of claims arising from one accident where the **Vehicle** involved is an **Agricultural Vehicle, Coach, Goods Carrying Vehicle, Minibus, Special Type Vehicle** or **Vintage Tractor**.
- (ii) 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 where the **Vehicle** involved is an **Agricultural Vehicle, Coach, Goods Carrying Vehicle, Minibus, Special Type Vehicle** or **Vintage Tractor**.

If indemnities to more than one person are involved the insurance will apply to the aggregate amount and in priority to you.

- (d) (i) damage to property exceeding £20,000,000 in respect of any one claim or a number of claims arising from one accident where the **Vehicle** involved is a **Motor Car** or **Motor Cycle**.
- (ii) Legal costs and professional fees and expenses arising from damage to property exceeding £5,000,000 in respect of any one claim or a number of claims arising from one accident where the **Vehicle** involved is a **Motor Car** or **Motor Cycle**.

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.

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 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, either paying the cost of repair or making a payment in settlement of not more than the **Market Value** or **Declared Value** whichever is the lesser.

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.

#### **Additional Cover**

##### **1) Recovering Your Vehicle**

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.

##### **2) New Vehicle Replacement**

If your **Vehicle** is either a **Motor Car**, a **Goods Carrying Vehicle** with a gross vehicle weight not exceeding 3.5 tonnes or an **Agricultural Vehicle** (but not an agricultural or forestry implement or machine) and it is

- (a) damaged to an extent that repairs would exceed 50% of its list price (including taxes) at the time of damage, and
- (b) is less than one year old from the date of first registration in the United Kingdom and you are the first and only registered owner

we will, subject to reasonable availability in the United Kingdom, replace your **Vehicle** with a new **Vehicle** of the same make and model or its closest direct replacement if your **Vehicle** is no longer available.

The damaged **Vehicle** will then become our property.

#### **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, breakdown or breakage.
- (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) the **Excess** shown in the **Schedule** for each **Vehicle** or in any endorsements pertaining to the **Schedule**.

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** or **Declared Value** whichever is the lesser.

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.

#### **Additional Cover**

##### **1) Recovering Your Vehicle**

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.

##### **2) New Vehicle Replacement**

If your **Vehicle** is either a **Motor Car**, a **Goods Carrying Vehicle** with a gross vehicle weight not exceeding 3.5 tonnes or an **Agricultural Vehicle** (but not an agricultural or forestry implement or machine) and it

- (a) is stolen and not recovered within 28 days or damaged by fire, explosion, lightning or theft to an extent that repairs would exceed 50% of its list price (including taxes) at the time of damage, and
- (b) is less than one year old from the date of first registration in the United Kingdom and you are the first and only registered owner

we will, subject to reasonable availability in the United Kingdom, replace your **Vehicle** with a new **Vehicle** of the same make and model or its closest direct replacement if your **Vehicle** is no longer available.

The damaged **Vehicle** will then become our property.

### 3) Replacement of Locks

If the Vehicle keys or lock transmitter of your **Vehicle** are stolen we will pay up to £500 per event for the cost of replacing the:

- (a) door locks
- (b) ignition/steering lock
- (c) lock transmitter and central locking interface.

#### **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) the **Excess** shown in the **Schedule** for each **Vehicle** or in any endorsements pertaining to the **Schedule**
- (d) loss resulting from deception by a purported purchaser or his agent.

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.



## Section G - 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.

### Definition of Terms – Applicable To Section G: Legal Expenses

**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** or caravan 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 their 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**.

## Legal Expenses 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 and vehicle hire costs 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</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</li> <li>4) the claim falls under the jurisdiction of a court or the Motor Insurers' Bureau and in the <b>Geographical Limit</b></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>Vehicle hire costs apply for one continuous period following a road traffic collision between the <b>Insured Vehicle</b> and another vehicle occurring in England and Wales, the mainland of Scotland and Northern Ireland provided that:</p> <ol style="list-style-type: none"> <li>(a) the <b>Insured Vehicle</b> cannot be driven safely or without risking a motor offence</li> </ol>	<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 Section</li> <li>(d) fines, penalties or compensation awarded against <b>You</b></li> <li>(e) a group litigation order</li> <li>(f) 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>

What is covered	What is not covered
(b) the accident was entirely the other person's fault (c) the other person can be identified and has in place a valid Certificate of Motor Insurance (d) <b>We</b> make the arrangements to provide a replacement vehicle for <b>You</b> .	

**Conditions – Applicable To Section G: Legal Expenses**

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 vehicle hire costs and, where recovered, pay them to the **Insurer**
- (d) keep **Legal Costs and Expenses** and vehicle hire costs 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** should 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. **We** reserve the right to appoint another appointed representative in accordance with 2. (b) and (c) above.

**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.

## Conditions – Applicable To Section G: Legal Expenses

(b) Anyone claiming under this 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** or vehicle hire costs.

### 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 Service to You" 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 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** claim the **Insurer** shall have no liability for **Legal Costs and Expenses** under this 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. Contracts (Rights of Third Parties) Act 1999

Any person other than **You** under this contract has no right to enforce the terms and conditions of this Section under the Contracts (Rights of Third Parties) Act 1999.

### 9. 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

**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 G: 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 claims 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.

## For Your Information

**Consumer Legal Services:** Register today at [www.araglegal.co.uk](http://www.araglegal.co.uk) and enter the voucher code AM77A9ADB22C to access law guides 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 Section of **your** 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 UK, Isle of Man, Channel Islands and 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 270 174. 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.

## Section H – Motor Breakdown Solutions

Section H(i) relates to UK Motor Breakdown Solutions

Section H(ii) relates to additional EU Motor Breakdown Solutions

If cover is selected, **your** schedule will show which Sections are included.

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**If your vehicle breaks down call this number 01872 272178.**

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Please read this carefully to familiarise yourself with **Our** terms and conditions, and how to call for help if **You** have a motor **Breakdown**. This Section contains full terms, conditions and exclusions of the insurance contract between **You** and the **Insurer**.

If **You** are unsure about anything in this document please contact Cornish Mutual member services on 01872 277151.

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.

### About Call Assist Limited

Call Assist Limited are specialists in providing vehicle breakdown assistance throughout the UK and Europe and are ARAG’s partner of choice, promising **You** an excellent rescue service if **You** break down. Call Assist will reach **You** quickly by working with a network of recovery agents. Call Assist Limited’s registered company number is 3668383 and their registered office is at Axis Court, North Station Road, Colchester, Essex, CO1 1UX.

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FCA registration can be checked by visiting the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register)

### Section H - Definitions

Each time any of the following words or phrases appear in **bold** type they will take the meaning shown below.

Where words or phrases are not highlighted in this manner the everyday meaning will apply.

**Breakdown** means

- (a) An electrical or mechanical failure, flat battery or puncture or
- (b) misfuel or lack of fuel

which immobilises **Your Vehicle** and makes it unsafe to drive.

**Call Assist** means Call Assist limited, the service provider under this Section.

**Geographical Limits** means the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and Isle of Man.

**Horse or Livestock Trailer** means a trailer being towed by the **Vehicle** at the time of the

## Section H – Motor Breakdown Solutions

**Breakdown** which is designed and manufactured specifically for the transportation of horses or livestock, providing the gross weight of the trailer including any horses or livestock does not exceed 3.5 tonnes.

**Insurer** means SCOR UK Company Limited.

**Recovery Operator** means the independent technician **Call Assist** appoints to attend **Your Breakdown**.

**Suitable Garage** means any appropriately qualified mechanic or garage which is suitable for the type of repair required and who can confirm in writing the remedial work undertaken.

**Vehicle** means any motor vehicle registered in the name of the Policyholders and listed on the schedule weighing up to a gross vehicle weight of 3,500 kg (3.5 tonnes) and which is constructed to carry no more than 6 passengers and which is no more than

- 5.18 metres (17 feet) long
- 1.905 metres (6 feet 3 inches) wide
- 2.44 metres (8 feet) high

including an attached caravan/trailer which is fitted with a standard towing hitch and does not exceed 7 metres (23 feet) in length.

**We, Us, Our** means ARAG plc.

**You, Your** means the **Policyholder** and anyone legally driving the **Vehicle** with their consent.

## Section H(i) – UK Motor Breakdown Solutions

### Cover

#### 1. Roadside Assistance & Recovery

**Call Assist** will send help to the scene of **Your Vehicle Breakdown** and the **Insurer** will pay for call out fees and mileage charges needed to make a repair at the roadside or recover the **Vehicle**; provided that **Your Vehicle Breakdown** is at least one mile away from **your** home or **Your** business premises.

If, in the opinion of **Call Assist's Recovery Operator**, it is not possible to repair the **Vehicle** at the roadside within one hour:

- (a) **Call Assist** will arrange for **Your Vehicle, You** and up to 6 passengers to be recovered to the nearest **Suitable Garage** able to undertake the repair, or
- (b) If the above is not possible at the time or the nearest **Suitable Garage** cannot accept the **Vehicle** the same day, **Call Assist** will arrange for **Your Vehicle, You** and up to 6 passengers to be transported to **Your** home or business premises or if **You** would prefer and it is closer, **Your** original destination within the **Geographical Limits**.
- (c) **Redelivery benefit**

**Call Assist** will then arrange with **You** to collect the **Vehicle** and take it to the nearest **Suitable Garage** when they are able to accept the **Vehicle**.

Alternatively, if **You** would prefer to leave the **Vehicle** unattended at a **Suitable Garage** which is closed, the **Insurer** will reimburse **Your** taxi fares for a journey of up to 10 miles from the **Suitable Garage** to **Your** home or business address. The **Insurer** will only reimburse claims when **We** are in receipt of a valid invoice or receipt.

The **insurer** will pay the reasonable cost of assistance provided that the recovery is arranged at the same time as the initial callout otherwise **you** will have to pay for subsequent callout charges.

## Section H(i) – UK Motor Breakdown Solutions

If **Your Vehicle** requires recovery, **You** must immediately inform **Call Assist** of the address **You** would like the **Vehicle** taken to. Once the **Vehicle** has been delivered to that address, the **Vehicle** will be left at **Your** own risk.

### 2. Alternative Travel

If **Your Vehicle** cannot be recovered and or repaired locally within the same working day or a period agreed between **You** and **Call Assist** and or is at least 20 miles away from **Your** home or business premises or if **Your Vehicle** is stolen the **Insurer** will pay

- (a) up to £150 towards the cost of alternative transport or
- (b) if **Your Vehicle** is being repaired at least 20 miles away from **Your** home or business premises - a single standard rail ticket for one person to return and collect the **Vehicle**.

Alternatively, and at **Your** request, the **Insurer** will pay towards a hire car at group 1 rate for up to three days whilst **Your Vehicle** is being repaired by a **Suitable Garage**; irrespective of where the **Breakdown** occurred within the **Geographical Limits**) up to £150.

### 3. Emergency Overnight Accommodation

If the scene of **Your Vehicle Breakdown** is more than 20 miles from **Your** home or business premises and **Your Vehicle** can be repaired the following day, where **Call Assist** decide the best way of assisting **You** is to provide overnight accommodation the **Insurer** will pay up to £150.00 for a lone traveller or £75.00 per person for one night for **You** and up to 6 passengers. The most the **Insurer** will pay for one **Breakdown** is £525.

### 4. Message Service

At **Your** request **Call Assist** can pass on two messages to **Your** home or place of work to let others know of **your Vehicle Breakdown**.

### 5. Home Assist

**Your Vehicle** will be covered at **Your** home address or within a one mile radius of **Your** home address.

If **Your Vehicle** cannot be repaired at **Your** home, **Call Assist** will arrange for **You** and **Your Vehicle** to be recovered to the nearest **Suitable Garage**. The recovery must take place at the same time as the initial call out.

### 6. Keys

If **You** lock **Your Vehicle** keys within **Your Vehicle** and are unable to obtain a spare set the **Insurer** will pay the call out fee for a **Recovery Operator** who will attempt to retrieve the key where this is possible without causing damage to **Your Vehicle**. If the **Recovery Operator** is unable to retrieve **Your** key or if **You** have lost or broken **Your** key and are unable to obtain a spare it is often possible to provide a replacement key at the scene. **You** will have to pay for the replacement key. If it is not possible to retrieve a locked-in key or to supply a replacement key at the scene and if **You** are away from home or **Your** business premises the **Insurer** will pay the mileage charges to a place where **Your Vehicle** can be stored securely, or **Your** home or **Your** business premises whichever is nearer. All other costs including any specialist equipment needed to move **Your Vehicle** will be at **Your** expense.

### 7. Assistance provided to Horse or Livestock Trailers

If **Your Vehicle** suffers a **Breakdown** within the Period of Insurance and the **Geographical Limits** whilst towing a **Horse or Livestock Trailer**, **We** will pay up to £500 for the cost of transporting the **Horse or Livestock Trailer** with the **Vehicle** to the registered address or **Your** onward destination if preferred.

In the event of a **Breakdown** to the **Horse or Livestock Trailer** itself, **We** will:



## Section H(i) – UK Motor Breakdown Solutions

1. arrange and pay for a **Recovery Operator** to spend up to one hour at the scene to attempt to repair the **Horse or Livestock Trailer**; or
2. if a repair will not be achievable in **Our** opinion, **We** will pay up to £500 for the cost of transporting the **Horse or Livestock Trailer** to the registered address or **Your** onward destination if preferred.

In the event the **Horse or Livestock Trailer** is transporting horses or livestock at the time of the **Breakdown**, **You** or a competent passenger within the **Vehicle** must oversee the welfare of the horses or livestock at all times and not discharge any responsibilities to cater for the welfare of the horses or livestock to the **Recovery Operator**.

**We** may be able to arrange for the transportation of the horse or livestock if **You** require. Should **You** arrange **Your** own transportation service, prior authorisation must be obtained from **Our** Rescue Controllers and **You** must send **Us** copies of the receipts for reimbursement.

### Making a claim

**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.

If **Your Vehicle** breaks down call this number 01872 272178.

Please have the following information ready as it will be needed to check **Your** policy cover.

1. **Your** return telephone number
2. **Your Vehicle** registration
3. The precise location of **Your Vehicle** (or as accurate as **You** are able in the circumstances)
4. Tell **Call Assist** if **Your Vehicle** is fitted with alloy wheels.

**Call Assist** will take **Your** details and ask **You** to stay by the phone **You** are calling from. Once arrangements have been made to rescue **You** they will contact **You** to advise who will be coming out and how long they are expected to take.

Stay safe but remain with or near to **Your Vehicle** until help arrives. Once the **Recovery Operator** is with **You** please be guided by their safety advice. If **You** have broken down on a motorway and have no means of contacting **Call Assist** or are unaware of **Your** location, **You** should use the nearest SOS box and advise the police of **Call Assist's** telephone number; they will contact **Call Assist** to arrange assistance. If the police are at the scene please advise them that **You** have contacted **Call Assist** or give them **Call Assist's** telephone number to make contact on **Your** behalf.

## Section H(ii) – EU Motor Breakdown Solutions

### Additional Definitions

#### Geographical Limits (For EU Motor Breakdown Solutions)

For trips of up to 90 days duration Motor Breakdown extends to Albania, Andorra, Austria, Balearics, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Canary Isles, Corsica, Croatia, Northern Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey (west of Bosphorus) and Vatican City.

**Vehicle** shall be subject to an age restriction of 10 years for **Vehicle Breakdown** occurring within the **geographical limits** but outside of the UK, Isle of Man and Channel Islands.

## Section H(ii) – EU Motor Breakdown Solutions

### Useful information

Rescue services as described below are available for countries other than the UK, Isle of Man and Channel Islands within the **Geographical Limits** for trips lasting up to 90 days per trip.

### Vehicle and travel documents

**You** must ensure that **You** have **Your** V5c registration document and driver's licence with **You** as **You** will have to pay any costs incurred due to these documents not being immediately available.

Regulations are different for **Vehicle Breakdown** outside of the UK and help may take longer to arrive. **Call Assist** will require proof of **Your** travel itinerary for outbound and return journeys in order to validate **Your** claim. When **Call Assist** have all the required information they will liaise with their European network. **You** must remain at the telephone number **You** called from to be kept updated.

### European public holidays

If **You** have broken down in a European country during a Public Holiday, many services will be closed. In these circumstances **You** must allow **Call Assist** to assist **You** and make a repair to **Your Vehicle**. No liability is accepted under this Section for delays **You** experience in reaching **Your** destination.

### Breaking down on the motorway in Europe

If **You** have broken down on a European motorway or major public road **Call Assist** is generally unable to assist **You** and **You** will often need to obtain help by using the SOS phones. The local services will tow **You** to a place of safety and **You** will be required to pay for the service immediately. **You** can then contact **Call Assist** for further assistance. The **Insurer** will pay up to £60.00 towards reimbursement of the costs provided that **You** send a claim form together with a valid invoice or receipt to **Call Assist**. Payment will be made in accordance with the currency exchange rate on the date of the claim.

### Cover outside the UK, Isle of Man & Channel Islands

**Call Assist** will send help to the scene of **Your Vehicle Breakdown** and the **Insurer** will pay call out fees and mileage charges necessary to repair **Your Vehicle** at the roadside.

If in the opinion of **Call Assist's Recovery Operator**, it is not possible to repair **Your Vehicle** at the roadside, they will arrange for **Your Vehicle**, **You** and up to 6 passengers to be recovered to a **Suitable Garage** to undertake the repair.

If **Your Vehicle** cannot be repaired within 48 hours, or by **your** intended departure date, whichever is the later, **Call Assist** will arrange for **Your Vehicle**, **You** and up to 6 passengers to be transported either to **Your** home or if **You** would prefer and it is closer, to **Your** original destination within the **Geographical Limits** (outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and Isle of Man).

The **Insurer** will reimburse the cost of transporting luggage within the **Vehicle** at the time of the **Breakdown** back to **Your** home up to an allowance of £50 per person.

For the period of time between the **Breakdown** of **Your Vehicle** and **Your Vehicle** being repaired, or **Your** intended departure date, whichever is the later, the **Insurer** will pay up to a maximum of £750 for the costs of accommodation and alternative transport as agreed with **Call Assist's** Rescue Controller.

### Additional Exclusions

1. Repatriation if **Your Vehicle** can be repaired but **You** do not have adequate funds for the repair.
2. Repatriation to the UK within 48 hours of the **Vehicle Breakdown** regardless of ferry or tunnel bookings for the homebound journey or pre-arranged appointments **You** or **Your** passengers have in the UK.

## Section H(i) and H(ii)

### Making a claim

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.

If **Your Vehicle** breaks down call this number 00 44 1872 272178 (from outside of the UK)

### Claims Settlement Provisions

If **Your Vehicle** suffers a **Breakdown** within the **Geographical Limits** and during the Period of Insurance, **Call Assist** will rescue **You** in accordance with the terms, conditions and exclusions of this Section and the **Insurer** will pay any costs incurred subject to any limits specified.

The assistance described in Section H(i) 2. Alternative Travel and 3. Emergency Overnight Accommodation and all of the assistance under H(ii) - EU Motor Breakdown Solutions will be offered on a pay/claim basis, which means that **You** must pay initially and **Call Assist** will send **You** a claim form to complete and return with **Your** receipts for reimbursement.

If **Your** claim is not covered under the terms of this Section, for example where **You** have more than six passengers, **Call Assist** can still help. All costs (including an administration fee) must be paid for immediately by credit or debit card. If **You** wish to use this service please call the number at the beginning of this Section and request the “pay on use service”.

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.

### Exclusions

This insurance does not cover the following:

1. the cost of
  - (a) any parts, components or materials used to repair **Your Vehicle**
  - (b) labour other than labour at the scene of **Your Vehicle Breakdown**
  - (c) draining or removing contaminated fuel (but the cost of recovery of **Your Vehicle** is covered)
  - (d) the use of winching or other specialist equipment
  - (e) additional charges incurred as a result of any aftermarket modification to **Your Vehicle**
  - (f) **Vehicle** storage, expenses or charges of any other company (including police recovery) not authorised by **Call Assist**, or where **you** arrange for recovery or repairs by other means
  - (g) fuel, oil or insurance for a hire vehicle
  - (h) ferry and toll charges outside of mainland Great Britain and Northern Ireland unless **You** are claiming under Section H (ii)
2. service if **You** already owe **Call Assist** money
3. **Your** failure to comply with requests by **Call Assist** or their **Recovery Operators** concerning the assistance being provided
4. subsequent call outs for any symptoms related to a claim which has been made within the last 28 days, unless **Your Vehicle** has been fully repaired at a **Suitable Garage**, declared fit to drive by **Call Assist's Recovery Operator** or is in transit to a pre-booked appointment at a **Suitable Garage**
5. **Breakdown** caused by failure to maintain **Your Vehicle** in a roadworthy condition including maintenance or proper levels of oil and water
6. more than six call outs for the same **Vehicle** in the same period of insurance
7. assistance where **Call Assist** cannot help because **Your Vehicle** does not carry a serviceable spare wheel, aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels

## Section H(i) and H(ii)

- are not immediately available to remove the wheels
8. a request for service if **Your Vehicle** cannot be reached or is immobilised due to snow, mud, sand or flood or where **Your Vehicle** is not accessible or cannot be transported safely and legally using a standard transporter
  9. **Your Vehicle** being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities
  10. claims caused by overloading of **your vehicle** or carrying more passengers than it is designed to carry
  11. damage to **Your Vehicle** or its contents whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided
  12. assistance where **Your Vehicle** is not secure or has faults with electric windows, sun roofs or locks, unless the fault occurs during the course of a journey and **Your** safety is compromised
  13. assistance where **Your Vehicle** is deemed to be illegal, is untaxed, without a valid MoT certificate, uninsured, or dangerous to transport
  14. a request for assistance following any intentional or wilful damage caused by **You** to **Your Vehicle**
  15. 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
  16. a breakdown caused by a systems outage of **Your Vehicle's** manufacturer.

### Conditions

The **insurer** will only provide cover if **You** have met all the terms and conditions within this insurance and the information provided to **Us** and/or **Call Assist**, as far as **You** are aware, is correct.

#### 1. Your Responsibilities

- (a) The driver of **Your Vehicle** must remain with or nearby **Your Vehicle** until help arrives.
- (b) **You** must advise **Call Assist** when **You** phone for assistance if **Your Vehicle** is fitted with alloy wheels. If **Call Assist** is not advised and is unable to provide the service promptly or efficiently through the **Recovery Operator** who will be assisting **You**, **You** will be charged for any additional costs incurred.
- (c) If **Your Vehicle** cannot be repaired at the roadside, **you** must accept the assistance being provided
  - (i) where **Your Vehicle** is recovered to a **Suitable Garage** and it can be repaired **You** must have adequate funds to pay for the repair including replacement parts immediately
  - (ii) where a repair is not possible the same working day and it becomes necessary to make alternative transport arrangements **You** must have adequate funds to pay for alternative transport or overnight accommodation costs immediately.If **You** do not have funds available, any further assistance will be denied.
- (d) Repairs undertaken at a **Suitable Garage** are provided under a separate contract, which is between **You** and the **Suitable Garage**.

#### 2. Our Rights

- (a) If **You** cancel a call out and a **Recovery Operator** has already been dispatched, **You** will lose a call out from **Your** policy. **We** recommend that **You** wait for assistance to ensure **Your Vehicle** is functioning correctly. If **You** do not wait for assistance and **Your Vehicle** breaks down again within 12 hours, **You** will be charged for the second and any subsequent call outs.
- (b) **Call Assist** will refuse to provide assistance if **You** or **Your** passengers are being obstructive in allowing them to provide the most appropriate assistance or are abusive to the Rescue Controller or **Recovery Operator**.
- (c) If **You** use the service and the claim and/or fault is subsequently found not to be covered by this policy, **We** reserve the right to reclaim any costs that have been incurred from **You**.



## Section H(i) and H(ii)

- (d) If **Your Vehicle** is beyond economical repair **We** have the right to offer the market value of **Your Vehicle** to **You** and pay for alternative transport home or to **Your** business premises, or if **You** would prefer and it is closer, to **Your** intended destination.
- (e) **Call Assist** reserve the right to recover **Your** immobilised **Vehicle** in accordance with and subject to any legislation, which affects drivers' working hours.
- (f) The transportation of livestock (including dogs) will be at the discretion of the **Recovery Operator**. Alternative transport can be arranged but **You** will need to pay for this service immediately by credit or debit card.
- (g) **Call Assist** reserve the right to charge **You** for any costs incurred as a result of incorrect location details being provided.

### 3. Disputes

If **You** are dissatisfied with the response **you** receive to **Your** request for assistance under this policy **You** can make a complaint as described on page 25 of this policy.

### 4. Dual Insurance

The **Insurer** will not pay for more than their fair share (rateable portion) for any claim covered by another Policy or other Section of this Policy. The **Insurer** will not pay any claim that would have been covered by any other Policy, or other Section of this Policy, if this Section did not exist (for example if **your** windscreen is broken, this Section will not cover **Your** other insurer's costs of repair). **We** reserve the right to claim back any costs that are recoverable through a third party.

### 5. Condition of your vehicle

If, in the opinion of **Call Assist**, **Your Vehicle** is found to be un-roadworthy **You** may not be entitled to any **Breakdown** service for **Your** vehicle. A referral will be made to **Us** for consideration of ongoing cover.

### 6. Acts of Parliament

All Acts of Parliament referred to within this Section shall include any subsequent amendment or replacement legislation.

### 7. Contracts (Rights of Third Parties) Act 1999

Except for **Call Assist** a person who is not party to this contract has no right to enforce the terms and conditions of this Section under the Contracts (Rights of Third Parties) Act 1999.

## If you change your vehicle(s)

**You** must notify Cornish Mutual Member Services on 01872 277151 if **You** change **Your Vehicle(s)**. Please include existing registration, the new registration, make, model and colour of **Your** new **Vehicle(s)** and the date **You** wish to make the change. If **You** do not notify new **Vehicle** details **Call Assist** may be unable to supply **You** with a service.

## General 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 a proper state of repair and to reduce or remove the risk of damage, theft, loss or injury.
- 3. Notification:** **You** must report any accident or loss to **Us** as soon as reasonably possible. **You** must send any claim by a third party or notice of any proceedings to **Us** immediately. If this Policy indemnifies **You** against damage to the **Vehicle** (and/or its 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:** **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 insurance exists.

Where any other insurance policy that **You** hold provides an exclusion that each and every insurance company should pay their rateable proportion of any claim that is insured more than once, it is the intention of this clause that **We** will pay the appropriate rateable proportion.

### 6. Cancellation:

(a) **Your** right to cancel

There is a fourteen 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;
- (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.

- 7. Contract (Rights of Third Parties) Act 1999:** A person or company who was not a party to

## General Conditions

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.

**8. Failure to fairly present the risk:** It is **Your** duty to make a fair presentation of **Your** business to **Us**. If You fail to do this and the failure is deliberate or reckless **We** may

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

If the failure is non-deliberate or non-reckless **We** may

- a) cancel the Policy from the beginning but **We** will refund **Your** premium
- b) apply different terms which may proportionately affect any claim payment.

**9. 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.

**10. Change in Circumstances:** **You** must tell us immediately if:

- a) **You** acquire an additional **Vehicle** to be included under the policy.
- b) **You** sell or change any Insured **Vehicle**.
- c) **You** acquire an additional **Trailer** with a value greater than £50,000 to be included under the policy.
- d) **You** change the usage of any Insured **Vehicle** on **Your** policy, such as changing from carriage of own goods to haulage.
- e) **You** acquire an additional business and wish to add any **Vehicle(s)** to the policy as a result.
- f) **You** change the registration number of any Insured **Vehicle**.
- g) **You** change **Your** address or where **You** keep any Insured **Vehicle**.
- h) **You** modify or alter any Insured **Vehicle** from standard UK specification.
- i) **You** or any driver receive a non motoring conviction.
- j) **You** or any driver are banned from driving.
- k) **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 under a), b) or c) above and the **Declared Value** of

- 1) The additional, replacement or sold **Vehicle**, including any **Vehicle** hired, leased or loaned to **You**, exceeds £150,000 for an **Agricultural Vehicle** or **Goods Carrying Vehicle** or exceeds £100,000 for any other type of **Vehicle**.
- 2) The additional or replacement **Trailer** exceeds £50,000.

**We** may amend the premium or alter the terms of the policy in respect of that **Vehicle** or **Trailer** immediately or at the next renewal or **We** may decline to offer cover.

When **You** inform **Us** of any other change under a) above, **We** may alter the terms of the policy in respect of that **Vehicle** immediately or at the next renewal, or **We** may decline to offer cover.

When **You** inform **Us** of any change under d) to k) above **We** may amend the premium or alter the terms of the policy in respect of that **Vehicle(s)** or driver(s) immediately or at the next renewal or **We** may decline to offer cover.

**You** must tell **Us** at **Your** next renewal of this policy if:

## General Conditions

- a) **You** or any driver have incurred any motoring convictions or have any motoring prosecutions pending.
- b) **You** or any driver have been involved in any accident, theft or loss, regardless of fault, when driving any vehicle not insured on this policy.
- c) **You** have incurred any County Court Judgements which remain unsatisfied or any form of bankruptcy proceedings including entering into any Individual Voluntary Arrangement (IVA's).

### 11. 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.

## 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 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", Section G Legal Expenses and Section H(ii)EU Motor Breakdown Solutions.
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 consequences 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 rising, civil war, military rising, 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.
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

## General Exclusions

- (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.

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 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.

9. **Loading or Unloading:** This policy does not insure 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**.
10. **Hazardous Goods:** This Policy does not insure damage, loss, **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.
11. **Deliberate Acts:** This policy does not insure any loss of or damage to any property or any liability caused deliberately by you.



## General Exclusions

- 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**.

## Our Service To You

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 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.

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

E-mail: [askus@cornishmutual.co.uk](mailto: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

### **Responding to your complaint**

We strive to deal with all complaints fairly. If we can deal with your complaint within three working days, we will confirm our position in writing and provide you with the contact details of the Financial Ombudsman Service.

Otherwise, we will issue you with an acknowledgement letter within five working days of receiving your complaint. We will do this by post or email.

Our Insurance Director will investigate your complaint and will respond to you in writing. They will provide you with a final response within eight weeks of receiving your complaint, as per our regulatory timeframe, however they will try to reply to you within twenty working days.

If for any reason this isn't possible, they will write to advise you of this along with the reasons why and provide you with a date of when you may expect a 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 at:

Exchange Tower, London E14 9SR

Tel: 0800 023 4567

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

## Our Service To You

If the complaint cannot be dealt with by the FOS, it may be referred for independent arbitration as explained in the Claims Conditions section of this policy. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

### **Making a complaint for Section G: Legal Expenses**

If a complaint arises, this should be addressed to ARAG's Customer Relations Department who will arrange to have it reviewed at the appropriate level. ARAG can be reached in the following ways:

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

Tel: 0117 917 1561 e-mail: [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

Should you remain dissatisfied you may be entitled to pursue your complaint further with the Financial Ombudsman Service. Their contact details are as shown above.

### **Making a complaint for Section H Motor Breakdown Solutions**

The staff handling your call should be able to resolve any problems however if on speaking with them the matter is not resolved to your satisfaction, details of your complaint will be passed to ARAG's Customer Relations Department for review at the appropriate level. ARAG will also contact you to let you know that we are reviewing your complaint.

Alternatively, you can contact ARAG's Customer Relations Department directly using the details shown above for Section G. If you remain dissatisfied you can escalate the matter to the Financial Ombudsman Service as described on page 26.

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

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 0800 678 1100 or 0207 741 4100, visit: [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 or email [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 may 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 also collect information from a number of different 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.

## Data Protection – Information Uses

### 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 renewal, 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 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 they 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 holds 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

**AMF JUN 2023**