

## First Agricultural

### How to report a claim

**If you have an accident you must report it to us as soon as possible by calling our 24-hour helpline on 01702 447878.**

This is a policy summary only and does not contain the full terms and conditions of the contract of insurance. The full terms and conditions are shown in the policy document, a copy of which is available on request or which can be found at [www.firstuw.com](http://www.firstuw.com).

#### Insurer

First Underwriting Limited is an intermediary and not an insurer. First Underwriting Limited has not made any personal recommendation regarding the sale of this policy.

This policy authorised and regulated by the Malta Financial Services Authority. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's [website](#).

Accredited Insurance (Europe) Limited – UK Branch is the UK Branch of Accredited Insurance (Europe) Limited, which is incorporated in Malta (Company number: C59505) with limited liability and with its Registered Office and principal place of business at Development House, St Anne Street, Floriana, FRN 9010 Malta.

Accredited Insurance Europe Limited - UK Branch has a place of registration and principal place of business at 71 Fenchurch Street, London, EC3M 4BS. UK Companies House registered number: BR021362.

First Underwriting Limited is registered in England & Wales, Company Number 07857938 and is Authorised and Regulated by the Financial Conduct Authority under Firms Registration Number (FRN) 624585.

#### Law applying to the Insurance

The law of England and Wales will apply to this contract unless:

- You and we agree otherwise; or
- At the start date of the contract you are a resident of (or, in the case of a business, the registered office or principle place of business is in) the Channel Islands or the Isle of Man, in which case the law of that area of jurisdiction will apply.

#### Fraud prevention and detection

If false or inaccurate information is provided and fraud is identified or fraud is suspected, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies are contained in your policy document.

## First Agricultural

### Disclosure of information

You must tell us as soon as possible during the period of insurance if there is any change in circumstances or to the material facts or information previously disclosed by you to us. If you do not notify us of any such change, your insurance may not cover you fully, or at all.

### Our complaints procedure

We strive to provide an excellent service to all our customers but occasionally things can go wrong. We take all complaints seriously and endeavour to resolve all customers' problems promptly. If you have a question about this insurance or complaint about your broker, you should contact your broker.

If your complaint is in relation to this insurance or a claim you should contact us.

If we cannot resolve your complaint straight away we will aim to resolve your concerns as soon as possible and we will keep you informed of progress while our enquiries are continuing.

### The Financial Ombudsman Service

If we are unable to resolve your complaint to your satisfaction or if you remain dissatisfied following receipt of our final response letter you may be able to ask the Financial Ombudsman Service (FOS) to formally review your case. You must contact FOS within six months of our final response.

The FOS contact details are as follows:

Financial Ombudsman Service Exchange Tower, London E14 9SR

You can telephone for free on:

0800 023 4567 for people phoning from a "fixed line" (for example a landline at home) or

0300 123 9123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

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

This is a free and impartial service and you are entitled to contact the FOS at any stage of your complaint.

If you are unsure whether FOS will consider your complaint or for more information please contact the ombudsman directly, or visit <http://www.financialombudsman.org.uk/>.

### Office of the Arbiter for Financial Services

You may also be able to refer your complaint to:

Office of the Arbiter for Financial Services, Malta Financial Services Authority, Triq l-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta, telephone (+356) 212 49245 if you are not satisfied with our final response or we have not responded within fifteen (15) working days. You will have to pay EUR 25.00 at the time of making your complaint to the Arbiter to use this service.

### About the Office of the Arbiter for Financial Services

The Office of the Arbiter for Financial Services considers that a "complaint" refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with. The terms "person" does not

## First Agricultural

specify that this is limited to individuals and therefore any policyholder, insured person, beneficiary and injured third party (irrespective of the country of residence or where the risk is situated) is eligible to make a complaint.

For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt).

### Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

### Cancellation

You may cancel the policy during the period of insurance in writing via the entity that effected this insurance on your behalf. You will be entitled to a refund of the premium paid calculated on a pro-rata basis. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

### Type of cover and sections applying

We offer Comprehensive, Third Party, Fire and Theft and Third Party Only cover.

The extent of cover applicable under the policy is as stated in the schedule or any relevant endorsement and determines the extent of cover that applies.

The table below summarises the sections available with each cover choice.

Cover	Comprehensive	Third Party Fire & Theft	Third Party Only
Section 1 Liability to Third Parties	Yes	Yes	Yes
Section 2: Accidental Damage, Malicious Damage, Flood, Vandalism, Windscreen	Yes	No	No
Section 2: Fire / Theft	Yes	Yes	No
Section 3: Trailers	Yes	Yes	Yes
Section 4: Loss of keys	Yes	Yes	No
Section 5: Personal Effects	Yes	No	No
Section 6: Medical Expenses	Yes	No	No

## First Agricultural

<b>Section 7: Personal Accident</b>	Yes	No	No
<b>Section 8: Territorial Limits</b>	Yes	Yes	Yes
<b>Section 9: Unauthorised Use</b>	Yes	Yes	Yes
<b>Section 10: Unlicensed Drivers</b>	Yes	Yes	Yes

## Summary of significant features, benefits, exclusions, and limitations

### Section 1 - Liability to Third Parties

We will indemnify you for Your legal liability for:

- the death of or bodily injury to any person; or
- damage to property of others

arising out of an accident caused by, or in connection with the Vehicle or the loading or unloading of the Vehicle.

For any claim involving damage to property, the most we will pay for any one claim or series of claims arising out of one incident is as follows:-

£20,000,000 in respect of a car; or

£10,000,000 in respect of all other vehicle types; or

£1,250,000 in respect of any vehicle carrying hazardous goods.

For any claim involving claimants' costs, the most We will pay for any one claim or series of claims arising out of one incident is £5,000,000.

£1,000,000 in respect of legal costs or the cost of defending any prosecution brought under the Corporate Manslaughter and Corporate Homicide Act 2007, Health and Safety at Work Act 1974, or Health and Safety at Work (Northern Ireland) Order 1978.

Contingent Liability cover is included for vehicles not owned by you whilst being used for your business or trade.

Unauthorised Movement cover is included for the movement of vehicles not owned by you to permit legitimate passage of your vehicle. Movement must be by you or one of your employees.

Indemnity to Principals is included providing cover for any legal liability to the principal as far as necessary to meet the requirements of any agreement entered into by you for the performance of work.

### Section 2 - Loss of or damage to your vehicle

Cover is provided for loss or damage to the vehicle and accessories up to the market value of the vehicle.

Where an excess is shown on the schedule, you will be required to pay that amount in respect of any loss or damage under this section.

We will also indemnify you for damage or loss as covered by this section

## First Agricultural

to Audio and Visual Equipment permanently fitted to your vehicle however we will not provide indemnity for more than seven hundred and fifty pounds (£ 750) for any audio and visual equipment that was not factory fitted.

We will also indemnify you against damage or loss of accessories including computer, GPS or satellite navigation equipment directly related to the function of your agricultural vehicle whilst in the vehicle or temporarily removed from the vehicle up to a maximum amount of £20,000. The value of this equipment must be included in the declared value of the vehicle.

Cover includes a new vehicle replacement benefit in respect of a car or commercial vehicle with a gross vehicle weight of 7.5 tonnes or less, where the vehicle is less than one year old from first registration and where any loss or damage to your insured vehicle will cost more than 50% of the manufacturer's Recommended Retail Price of the vehicle to repair.

We will not provide any cover for damage or loss to the vehicle or its contents arising from theft or attempted theft whilst the ignition keys of the vehicle have been left in or on such vehicle or the vehicle has been left unlocked.

### Section 3 – Trailers and attachments

In respect of unspecified trailers, the cover applicable to the vehicle also applies to the trailer whilst attached to the vehicle and Section 1 only applies whilst the trailer is detached from the vehicle. In respect of specified trailers and agricultural trailers, the cover applies as specified in the schedule whilst attached to or detached from the vehicle and not attached to any other vehicle.

### Section 4 – Loss of keys

We will pay up to £1,000 for the loss of keys and lock replacement. The cost of replacing any alarms or other security devices fitted to the vehicle is not covered.

### Section 5 – Personal belongings

We will pay up to £250 for loss or damage to personal effects. We do not provide cover for money or goods, samples, tools or equipment in connection with your business or trade.

### Section 6 – Medical expenses

We will pay up to £250 for medical expenses incurred by the driver or any other person travelling in or on the vehicle following injury caused by an accident in direct connection with the vehicle.

### Section 7 – Personal accident

We will pay £10,000 for death, the loss of any limb or the permanent loss of sight in one or both eyes if the driver of an insured vehicle is aged between 21 and 70 and is involved in an accident and within three months of that accident it is the only cause of death or injury. We will not pay any amount for death or injury arising from suicide, attempted suicide, a person not wearing a seatbelt (where they need to by law), or if a person is convicted of driving whilst under the influence of drink or drugs at the time of the accident.

### Section 8 – Territorial limits

The policy applies in respect of accidents occurring in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and in any other

## First Agricultural

member country of the European Union, Andorra, Iceland, Norway, Serbia and Switzerland (including Liechtenstein).

### Section 9 - Unauthorised use

We will cover you if an employee uses a vehicle without your knowledge or consent for any use not permitted under this policy.

### Section 10 – Unlicensed drivers

We will provide cover for an unlicensed driver to drive a vehicle, provided a licence is not required by law. If a licence is required by law, we will only provide cover if the driver is old enough to obtain a licence for the vehicle.