



TFP Special Types Policy

TFP Special Types, in association with Aviva, have developed a tailor-made policy specifically covering agricultural vehicles to dust carts, plant, cranes and many more.

The Policy automatically includes a number of additional features designed to meet your day-to-day requirements.

In the event of an accident, windscreen breakage
or to make a claim:



Please ensure that claims, fault or non-fault are reported immediately as this can often mean a substantial reduction to the overall cost of a claim.

*Thank you for choosing Aviva. This policy sets out your full insurance details.
If we can help further in any way, just get in touch or ask your insurance broker.*

Please keep this document in a safe place and make a note of your policy number and Incident Care number so these are available should an emergency arise.

If you have any queries about the cover or you would like to extend it, please speak to your usual insurance broker.

0800 169 4033 - your claims and emergency helpline

Incident Care is open 24 hours a day, 365 days a year, on **0800 169 4033**. Call us free for immediate assistance in an emergency or to notify us about a claim.

Making a claim

Just one call to Incident Care and our professionally-trained Personal Incident Managers will help you get your business back to normal as fast as possible, and as easily as possible.

We will need to confirm whether the incident is covered by your policy first and then advise you of any excess you will need to pay. There are no claim forms to fill out for this.

Then you will be assigned a Personal Incident Manager to handle your claim from beginning to end. They will keep you updated on the progress of your claim.

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The contract of insurance

Legal definition

This policy is a contract of insurance between you, the policyholder, and us, Aviva.

This policy, the application or any statement of facts, the schedule and the certificate of motor insurance form the contract of insurance between you and us.

In return for you paying your premium, we will provide the cover shown in the schedule for any accident, bodily injury, loss or damage that happens within the territorial limits during the period of insurance

Administration charge

We reserve the right to apply an administration charge of up to £10 (subject to Insurance Premium Tax where applicable) for any change you make to your policy.

Choice of law

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

1. The law applying in that part of the UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
2. In the case of a business, that law applying in that part of the UK, Channel Islands or Isle of Man where it has its principal place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.

Changes we need to know about

Please tell us or your insurance broker immediately about:

- any changes to your circumstances which may affect this insurance; or
- any other material facts – for example, a change to the people who will be insured, motoring convictions of any of the people who will be insured, a change of vehicle or a change in the way that the vehicle is used.

Telephone tapping

For our joint protection, telephone calls may be recorded and/or monitored.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Cancellation rights

There are no statutory cancellation rights under this policy.

Customers with Disabilities

This policy is also available in large print, audio and Braille. If you require any of these formats, in the first instance, please contact TFP Schemes, Trevillian House, 40 Cathedral Road, Cardiff, CF11 9LL, or telephone 029 20 30 10 30.

Definitions

To save lengthy repetition, wherever the following words or phrases occur, they will have the precise meaning described below.

The Insured/Insured Person/You/Policyholder

The person or people, company or companies described as **the insured** in the **schedule**.

The Insurer/We/Us/Company

Aviva Insurance Limited,
Registered in Scotland, Number: 2116
Registered Office: Pitheavlis, Perth PH2 0NH
Authorised and regulated by the Financial Services Authority except where otherwise shown in the policy **schedule**.

Your Vehicle

Any motor vehicle described in the **schedule** or any other motor vehicle for which details have been supplied to **us** and a **certificate of motor insurance** has been delivered to you and remains effective.

Schedule

The document which gives details of the cover **you** have.

Terrorism

1. Any act or acts including but not limited to:
 - a. the use or threat of force and/or violence; and/or
 - b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means.

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.
2. Any action taken in controlling, preventing, suppressing or in any way relating to 1 above.

Certificate of Motor Insurance

The current document that proves **you** have the motor insurance you need by law. It shows who can drive **your vehicle** and what **you** can use it for. It is proof that **you** can use **your vehicle** on a road or other public place, as required by the **Road Traffic Acts**.

Period of Insurance

The period of time covered by this policy as shown in the **schedule** and any other period that **we** agree to insure **you** for.

Market Value

The cost of replacing **your vehicle** with one of the same make, specification and condition.

Clause

An extra or alternative wording which changes the terms of your policy. Those clauses which apply are shown in your **schedule**.

Fire

Fire, self-ignition, lightning and explosion.

Theft

Theft, attempted theft or taking **your vehicle** without your consent.

Accessories

Parts of your vehicle which are not directly related to how it works as a vehicle. This includes spare parts, audio equipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems providing they are permanently fitted to your vehicle and have no independent power source.

Excess

The amount of any claim **you** will have to pay if **your vehicle** is lost, stolen or damaged.

The amount applies to each individual vehicle.

Trailer

Any draw bar trailer, semi-trailer or articulated trailer.

Attachments

Any implements or machine (other than a wheeled trailer) which forms a unit with your vehicle.

Agricultural Use

Use for farming and forestry purposes, including the haulage of agricultural produce or articles required for agriculture.

This includes use while hired or lent to Public Authorities for the purposes of driving stone-crushing plant, snow clearance or hauling material for spreading on roads to deal with frost, ice or snow.

Territorial Limits

This covers Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands, and sea transit between any ports in those countries including the processes of loading and unloading.

Green Card

A document that **you** will need in certain countries that are not members of the European Union to prove that **you** have the minimum insurance cover needed by law to drive in those countries.

Road Traffic Acts

Any Acts, Laws or Regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Policy cover

Check here to see what you are insured against.

Policy cover index

Cover depends on the type of cover you have with us. The table, below, refers.

Cover	Operative Sections
Comprehensive	- All sections of the policy are operative
Third Party Fire and Theft	- All sections apply except Section I, where only loss or damage caused directly by fire and theft applies
Third Party Only	- All sections except Section I

Section I

Loss of or damage to your vehicle

If your vehicle is lost, stolen or damaged we will, at our option, either:

- pay for your vehicle to be repaired; or
- replace your vehicle; or
- pay in cash the amount of the loss or damage.

The same cover also applies to accessories and spare parts relating to your vehicle while these are in or on your vehicle.

The maximum amount we will pay will be the market value of your vehicle immediately before the loss or damage, but not exceeding your estimate of value shown in our records.

If, to our knowledge, your vehicle is subject to a hire purchase or leasing agreement, any payment will be made to the owner described in that agreement whose receipt will be a full and final discharge to us.

Accident recovery

If your vehicle is disabled through loss or damage insured under this policy, we will pay the reasonable cost of:

- its protection and removal to the nearest repairers
- its delivery to you after repair, but not exceeding the reasonable cost of transporting it to your address in the territorial limits.

Excesses

If your vehicle (including its accessories and spare parts) is lost, stolen or damaged, you will have to pay the first part of any claim, as set out below. This depends on your vehicle's use.

There is no excess charge if your vehicle is restricted to agricultural use under '6 Limitations as to use' of your certificate of motor insurance.

If your vehicle is not restricted to agricultural use under '6 Limitations as to use' of your certificate of motor insurance, there is a £250 excess charge, which applies in addition to any voluntary excess (or other compulsory excesses that may apply).

However, if you are only claiming for loss of or damage to the glass in your vehicle's windscreen, sunroof or windows, or for any scratching of the bodywork arising solely from the breakage of glass, the excess above or any voluntary or other compulsory excess will not apply.

Exceptions to Section I of your policy

Your policy does not cover the following

1. Loss of use, depreciation, wear and tear or mechanical or electrical breakdowns, failures or breakages.
2. Damage to tyres caused by braking or by punctures, cuts or bursts.
3. Loss or damage directly arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
4. Loss of value following repair.
5. Loss or damage arising from theft while the ignition keys of your vehicle have been left in or on the vehicle.

Section II

Your liability to third parties

We will indemnify you in respect of all sums which you may be required to pay at law and all other costs and expenses incurred with our written consent arising from:

- a. death or bodily injury to third parties, for an unlimited amount
- b. damage to third party property up to a maximum amount of £1,000,000

This Section only operates where such death, bodily injury or damage arises out of an accident caused by or in connection with:

- your vehicle including its loading and unloading or
- any trailer while it is attached to your vehicle.

In respect of terrorism where we are liable under the Road Traffic Acts the maximum amount we will pay for damage to property as a result of any accident or accidents caused by your vehicle or vehicles driven or used by you or any other person and for which cover is provided under this section will be:

- i. £1,000,000 in respect of all claims consequent on one originating cause
- ii. such greater sum as may in the circumstances be required by the Road Traffic Acts.

Liability of other persons driving or using your vehicle

Under this Section, we will also indemnify:

- any person you give permission to drive your vehicle, as long as your certificate of motor insurance allows that person to drive; and
- any person you give permission to use (but not drive) your vehicle for social, domestic and pleasure purposes, as long as that such use is included on the certificate of motor insurance; and
- any passenger travelling in or getting into or out of your vehicle

Indemnity to Legal Personal Representatives

In the event of the death of anyone who is indemnified under this Section, we will protect his or her legal personal representatives against any liability that the deceased person had, which is covered under this Section.

Legal costs

We will pay the following legal costs if they relate to an incident that is covered under this Section:

- the fees of solicitors we ask to represent anyone we indemnify under this Section at any Coroner's Inquest or Fatal Accident Inquiry or to defend any proceedings in a Court of Summary Jurisdiction: and
- fees for legal representatives we ask to defend anyone we indemnify under this Section when proceedings are taken for manslaughter, dangerous driving or careless driving when under the influence of drink or drugs causing death.

Application of limits of indemnity

In the event of any accident involving payments by us to more than one person insured under this section, any limitation by the terms of this policy or any clause endorsed on it relating to the maximum amount payable, shall apply to the aggregate amount of payments to all such persons and your liability shall be settled in priority.

Exceptions to Section II of your policy

We will not be liable in respect of:

1. any claim if any person indemnified under this section fails to observe the terms, exceptions and conditions of this policy as far as they apply, or if they are entitled to claim payment of indemnity under any other policy.
2. death or bodily injury to any employee of the person indemnified which arises out of the course of such employment except where liability is required to be covered by the Road Traffic Acts.
3. loss, damage, death or bodily injury caused or arising beyond the limits of any carriageway or thoroughfare in connection with anyone, other than the driver or attendant of your vehicle, either bringing a load to your vehicle having unloaded it.
4. loss or damage to property;
 - i. belonging to or in the care of anyone we indemnify who claims under the section.
 - ii. being carried in your vehicle.
5. damage to any vehicle where cover in connection with the use or driving of that vehicle is provided under this section
6. loss, damage, death or bodily injury where your vehicle is an agricultural vehicle arising out of any incident directly or indirectly caused by, or accelerated by, or attributed to the coming into

contact with any person, property, land or crops of any substance or compound that is used, in whole or part, as an insecticide, herbicide or other control of pests, disease or weeds, or as a desiccant, defoliant or growth regulator and which arises from the dissemination of such substance or compound in connection with your vehicle elsewhere other than on land occupied by you or crops owned by you on that land except where such liability is required to be covered by the Road Traffic Acts.

7. all loss, damage, death or bodily injury caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance except where such liability is required to be covered by the Road Traffic Acts.

For the purposes of this exception pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere.

8. all loss, damage, death or bodily injury whilst your vehicle is being used in that part of an aerodrome or airport provided for the take-off and landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas, and those parts of passenger terminals which come within the Customs examination area except where such liability is required to be covered by the Road Traffic Acts
9. any consequence whatsoever resulting directly or indirectly from or in connection with terrorism regardless of any other contributory cause or event except where such liability is required to be covered by the Road Traffic Acts

Section III

Emergency treatment

We will reimburse any person using your vehicle for payments made under the Road Traffic Acts for emergency treatment.

A payment made under this section will not prejudice your no claim discount.

Section IV

No claim discount

If you do not make a claim under your policy, your renewal premium will be reduced in accordance with our scale applicable at such time (your insurance broker can tell you what the current scale is).

If more than one vehicle is insured by this policy, the no claim discount will be applied as if a separate policy had been issued for each vehicle.

A no claim discount is not earned on a policy issued for less than 12 months.

If we consent to transfer this policy to another person, any no claim discount already earned under this policy will not apply to the person to whom the policy is being transferred.

Section V

Continental use/compulsory insurance requirements

In addition to providing cover within the territorial limits, this policy, in compliance with EU directives, also provides the necessary cover to meet the laws on compulsory insurance of motor vehicles in:

- any other country which is a member of the European Union
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7(2) of EC Directive 72/166/EEC relating to civil liabilities arising from the use of a motor vehicle. Please note that eligible countries change from time-to-time. Your insurance broker should be able to update you here.

The level of cover provided will be the minimum required to comply with the laws on the compulsory insurance of motor vehicles of the country in which the accident occurs. Where the accident occurred in another EU Member State, however, if the minimum cover required by the laws of Great Britain is wider than that of such EU Member State, the level of cover provided will be that applicable to Great Britain.

If you take your vehicle abroad

The above cover only ensures that you meet minimum legal requirements while abroad. On request, your policy can be extended to provide the same level of cover in the EU and certain other European countries as you have within the territorial limits. To obtain this cover you must tell your insurance broker of the details of your trip. Your broker will arrange for a clause to be endorsed on your policy to provide this cover, will, (where appropriate) supply you with a Green Card and advise you of the additional premium to be paid.

Section VI

Indemnity to hirer

In terms of this policy, we will treat any person who hires your vehicle as though such person were you provided that:

- such person is not covered under any other policy
- such person shall observe the terms, exceptions and conditions of this policy as far as they can apply.

Section VII

Attachments

The cover applicable to your vehicle will also apply to any attachment in the following circumstances.

- If your vehicle is restricted to agricultural use under '6 Limitations as to use' of your effective certificate of motor insurance, cover applies only while the attachment is connected to your vehicle for the purpose of being operated or drawn.
- If your vehicle is not restricted to agricultural use, cover applies while the attachment is attached to or detached from your vehicle provided that the total estimated value you have given us is adequate to include your vehicle and all its attachments.

Section VIII

Trailers

The cover applicable to your vehicle will also apply to any wheeled trailer connected to your vehicle for the purpose of being operated or drawn.

General Exceptions

What is not covered by this policy.

Your policy does not cover the following.

1. Any accident, bodily injury, loss or damage while your vehicle is being:
 - used otherwise than for the purposes described under the 'Limitations as to use' section of your certificate of motor insurance
 - driven by any person other than as described under the section of your certificate of motor insurance headed 'Persons or Classes of Persons entitled to drive' except that cover will not be withdrawn:
 - while your vehicle is in the custody or control of a member of the motor trade for the purposes of overhaul, upkeep or repair
 - if the bodily injury, loss or damage was caused as a result of your vehicle being stolen or having been taken without your consent or other lawful authority
 - if the person driving does not have a driving licence and you had no knowledge of such deficiency.
 - driven by you unless you hold a licence to drive your vehicle, or you have held a licence and are not disqualified from holding or obtaining such a licence except that cover will not be withdrawn when a licence is not required by law
- driven by anyone else with your general consent who, to your knowledge, does not have a licence to drive your vehicle, has never held one or is disqualified from holding or obtaining such a licence except that cover will not be withdrawn when a licence is not required by law.
2. Any liability you have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.
 - 3a. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever or any consequential loss resulting or arising from:
 - 3b. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - i. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any contributory cause or event:
 - a. war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - b. any action taken in controlling, preventing, suppressing or in any way relating to a. above

except where liability is required to be covered by the Road Traffic Acts.
5. Any loss or damage (except under Section II) arising during or in consequence of:
 - a. earthquake
 - b. riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands.

This exception will not operate if you can prove that the accident, bodily injury, loss or damage was not caused by either of these perils.
6. Any accident, bodily injury, loss or damage if any vehicle is registered elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

General Conditions

How to make a claim, cancel your policy and other points to note.

Our claims procedure

1. As soon as reasonably possible after any accident, bodily injury, loss or damage, you or your legal personal representative must give us full details of the incident in writing. Any communication you receive about the incident should be sent to us immediately. You or your legal personal representative must also let us know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or fatal accident inquiry.
2. You, or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent. If we want to, we can take over and conduct in your name, or in the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for our own benefit to recover any payment we have made under this policy. We shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give us all the information and assistance necessary for us to achieve settlement.
3. Where there is a claim, or a number of claims arising out of one incident, and this relates to payment for liability for damage to property, we may, at any time, pay you the full amount we are required to pay under the policy (less any sums we have already paid in compensation) or, any lesser amount for which such claim or claims can be settled and, having done so, relinquish the conduct and control of such claim(s) and be under no further liability for them. We will, however, be liable for the payment of costs and expenses of litigation, recoverable or incurred, in respect of matters prior to the date of such payment.

How to make a claim

To make a claim phone the claims helpline (24 hours) on **0800 169 4033**. Please have your policy number to hand when calling.

Cancelling this policy

- (4) **You** may cancel this policy at any time by returning your **Certificate of motor insurance** to us. Provided no claim has occurred during the current period of insurance, **we** will calculate the premium for the period **we** have been insuring *you* based on our short period rates (your insurance adviser will be able to tell **you** what these are) and refund any balance.

We, or any agent appointed by us and acting on our specific authority may cancel this policy by sending a notice of cancellation giving not less than 7 days notice to your last known address. **We** will calculate the premium for the period we have been insuring **you** based on pro-rata rates and refund any balance.

Please note that in all instances of cancellation where a claim has been reported, no return premium will be payable in respect of that specific vehicle.

It is drawn to your attention that short period rates will apply during the first year of your insurance policy where cancellation is effected by you or on your behalf.

Time on risk charges and returns on cancellation are calculated at the following proportions of the annual premium.

One month	25%	Six months.....	70%
Two months	30%	Seven months	80%
Three months.....	40%	Eight months.....	90%
Four months	50%	Over eight months....	100%
Five months	60%		

Other insurance

5. If at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, we will only pay our share of the claim.

This provision will not place any obligation upon us to accept any liability under Section II which we would otherwise be entitled to exclude under Exception I to Section II.

Your duty to prevent loss or damage

6. You shall at all times take all reasonable steps to safeguard your vehicle from loss or damage. You shall maintain your vehicle in efficient condition and we shall have, at all times, free access to examine your vehicle and trailer.

Arbitration

7. Where we have accepted a claim and there is disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed between you and us in accordance with the law at the time. When this happens, a decision must be made before you can take any legal action against us.

Your duty to comply with policy conditions

8. Our provision of insurance under this policy is conditional upon you observing and fulfilling the terms, provisions and conditions of this policy and any clauses endorsed on it.

Fraud

9. a. If a claim is made by you or anyone acting on your behalf, or any person claiming to be indemnified, is fraudulent or exaggerated, whether ultimately material or not; or
- b. If a false declaration or statement is made, or if a fraudulent device is used in support of a claim

We may at our option:

- i. void the policy
- ii. cancel the policy from the date of the claim or alleged claim and repudiate the claim; or
- iii. repudiate the claim

Monthly premiums

10. If you have elected to pay monthly premiums, the first 2 monthly premiums are due on the commencement date of the insurance. The following 10 monthly premiums will be due on the same day of each month commencing in month 2 and ending in month 11.

At renewal, monthly premiums will be due on the same day in the month to which they relate. If the initial premium is not paid we may cancel this policy with effect from the commencement date.

If one or more premiums have been paid, non-payment of any subsequent premium on the date it falls due will give us the right to cancel the policy with effect from the date to which the premium relates.

You will be provided with one months cover for each monthly premium paid during the period of insurance.

In the event of a total loss claim under this policy, all remaining monthly premiums for the period of the insurance contract will immediately become due. We reserve the right to deduct this amount from the claims settlement.

Payments made under compulsory insurance regulations and rights of recovery

11. If the law in any country in which this policy operates requires us to settle a claim which, if this law had not existed we would not be obliged to pay, we reserve the right to recover such payments from you or from the person who incurred the liability.

Complaints Procedure

In the event of something going wrong, this is what to do.

Our promise of service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all of our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain?

- We will acknowledge your complaint within 2 working days.
- We aim to resolve complaints following assessment and investigation as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do should you be dissatisfied

If you are dissatisfied with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting Your Insurance Adviser or us at TFP. Please write to TFP Schemes, Trevillian House, 40 Cathedral Road, Cardiff, CF11 9LL, or telephone 029 20 30 10 30.

If you remain unhappy with the decision you receive from us, you may write to the Chief Executive. If you are dissatisfied with our final decision, you can refer the matter to the Financial Ombudsman Service (FOS). Full contact details will be provided at the same time as we acknowledge your initial complaint.

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial

Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London, E1 8BN.

Notes

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