

Commercial Motor Agriculture

Policy Summary

The information provided in this summary is key information about your policy that you should read. The summary does NOT contain the full terms, conditions, excesses and exclusions. These are detailed in the policy wording a copy of which is available on request and in your quotation.

Who we are

This insurance is administered and underwritten by Marsh Limited t/a Victor Insurance on behalf of MS Amlin Insurance SE (UK Branch). MS Amlin Insurance SE is authorised and regulated by the NBB in Belgium and deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. 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.

Our product

Our motor insurance policy is suitable for customers with UK, Channel Islands and Isle of Man registered vehicles and UK based businesses. We offer Comprehensive, Third Party Fire and Theft and Third Party Only policies. We provide a 24hr claims helpline and an approved repairer network.

Cover (options)

All cover is subject to MS Amlin's underwriting and acceptance criteria. **Third Party Only (TPO)** Third party death or bodily injury (unlimited cover) and third party property damage subject to limits.

Third Party Fire and Theft (TPF&T) As TPO but includes cover against theft or attempted theft or damage to your vehicle by fire.

Comprehensive (Comp) As TPF&T but includes accidental damage cover to your vehicle, trailer or implement and other benefits.

Significant Features by Cover, Policy Limits and Significant Exclusions				
Section	Comp	TPF&T	TPO	Specific Exclusions / Limitations
Section 1 – Liability to Third Parties for:				
1.	death or injury			Unlimited Liability
	damage to cars	✓	✓	Limited to GBP20,000,000
	damage to vehicles carrying hazardous goods			Limited to GBP1,200,000
	damage to all other vehicle types			Limited to GBP5,000,000
Section 2 – Loss of or Damage to your Vehicle, Trailer or Implement				
2.	Accidental / Malicious Damage	✓	×	Market Value of Vehicle
	Fire	✓	✓	Market Value of Vehicle
	Theft	✓	✓	Market Value of Vehicle
	Incorrect fuelling	✓	×	Market Value of Vehicle
	Trailers	✓	✓	Market Value of Vehicle Limited to Value of GBP100,000 unless otherwise declared and accepted. Excludes catering trailers unless otherwise declared and accepted
Section 3 – Additional Benefits				
3.	New Replacement Vehicle	✓	×	Limited to: Cars and Commercial Vehicles up to 7.5 Ton only
	Glass and Windscreen	✓	×	All vehicle types – unlimited cover and no excess for repairs Any Repairer GBP75 excess
	Audio Visual	✓	×	Limited to: GBP1,000 or GBP30,000 for GPS equipment used for precision farming
	Replacement Locks	✓	×	Limited to GBP1,250
	Personal Accident	✓	×	Limited to: GBP15,000 Excludes: Drivers under 17 and over 70 years of age Suicide / attempted suicide
	Emergency Accommodation and Travel Expenses	✓	×	Limited to: GBP100 per person but subject to GBP400 maximum for any one event

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511)

	Medical Expenses	✓	×	×	Limited to GBP500 per person
	Child Car Seat Cover	✓	×	×	Limited to GBP500 for any one event
	Uninsured loss recovery	✓	×	×	Limited to GBP100,000 any one claim
4.	Section 4 – Personal Effects	✓	✓	×	Limited to GBP500 per event
5.	Section 5 – Prosecution Defence Costs	✓	✓	✓	Limited to GBP2,000,000 Excludes fines, penalties, costs incurred without our consent
General Exclusions:					
Loss, damage or liability arising from the carriage of hazardous goods unless declared and accepted by us.					
Death of or injury to the driver except under the Personal Accident Section (if covered).					
Third party liabilities while the insured vehicle is in any area to which aircraft have access.					
Contractual liability.					
Loss, damage or liability arising from the carriage of hazardous goods unless declared and accepted by us.					
Third Party Only - excludes Loss of or damage to the vehicle or its contents.					
Third Party Fire and Theft - excludes Loss of or damage to the vehicle or its contents, except following fire or theft.					
Theft when your vehicle is not locked and secure.					
Comprehensive - excludes your excess, wear & tear, loss of use of your vehicle, theft when your vehicle is not locked and secure.					

The Underwriters

This policy is administered and underwritten by Victor Insurance, a trading name of Marsh Ltd, on behalf of the following Insurers (referred to collectively as the 'Underwriters'), in accordance with the authority granted under:

Binding Authority Agreement Number / UMR	Section	Underwriter	Proportion
As detailed in "The Underwriters" section of your schedule	All sections	<p>MS Amlin Insurance SE (UK Branch), Amlin House, 9096 Victoria Road, Chelmsford, Essex CM1 1QU. Tel. 44 (0) 1245 396396 Fax. 44 (0) 1245 396400 www.msamlin.com</p> <p>MS Amlin Insurance SE is authorised and regulated by the NBB in Belgium and deemed authorised by the prudential Regulation Authority.</p> <p>Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. 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.</p>	100%

The policy wording applicable is: Commercial Motor Agriculture FUWIS – Policy Wording v5 31 12 2022 which is available to download at: <https://www.victorinsurance.co.uk/policy-wordings/policy-wordings-fuwis.html>

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Other Covers Extensions

These include but not limited to: Cross Liabilities, Contingent Liability, unlimited foreign travel for private cars (within EU countries).

Duration of the policy

Our policies are normally for a period of 12 months and may be renewed each year. Renewal will be subject to the terms and conditions that apply at the time of renewal.

Policy Cover and Endorsements

Your quotation and policy schedule may refer to and contain endorsements which enhance or limit the standard policy terms, conditions, limits and exclusions. It is important you read them carefully in conjunction with the policy and raise any queries with your insurance adviser. Failure to comply with the terms of an endorsement could result in a claim being declined.

Where you are covered

The United Kingdom and any member country of the European Union and in any other country which has made arrangements which meet the insurance conditions of and are approved by the Commission of the European Union.

Your obligations

You must notify us as soon as reasonably possible:

- if you become aware that information you have given us is inaccurate;
- of you becoming aware of any changes in the information you have provided to us which happen before or during the period of insurance;
- if a claim for liability is made against you, and forward any letter, claim, writ, summons or other legal document you receive.

You must not admit liability or offer or agree to settle any claim without our written permission.

You must take all reasonable steps to protect your vehicle from loss or damage and to keep it in roadworthy condition. You must take all reasonable steps that you can to avoid or keep losses as low as possible under this insurance.

From time to time you may need to review the cover provided and update this, please contact your insurance adviser.

Paying your premium

For full details of when and how to pay, you should contact your insurance advisor.

How to make a claim

If you need to make a claim, please contact us at your earliest opportunity. We offer a 24 hour helpline to assist you to report claims. Helplines: Glass and Windscreen 01245 396260 All other claim damage 01245 396544

Cancellation

Cancellation By You - You may cancel this policy anytime during the period of insurance by notifying your insurance advisor that cover is no longer required. For Channel Island and Isle of Man risks certificates and windscreen discs are required to be returned.

If cover has not started we will provide a full refund of the premium paid. If cover has started we will refund the premium for the exact number of days left on the policy

If there is any outstanding premium to be paid to us by you at the time of cancellation this will be deducted from any applicable refund and the remaining balance paid to you.

If the premium for this policy is being paid through a finance house and this policy is cancelled, any refund will be paid to the finance house before any remaining refund is released to you.

Cancellation By Us - We may cancel the policy by giving you 30 days' notice in writing and we will refund a proportionate part of the premium for the unexpired period of the policy.

Non-payment of Premium - If you fail to pay your premium we will give you 14 days' notice in which to pay the premium. If payment has not been received within that time period the policy will be cancelled.

Premium adjustments

Where you make any changes to the policy and any additional premiums payable fall below GBP 25 + Insurance Premium Tax (IPT) at the prevailing rate, we will make no charge. If the change gives rise to a refund of premium and this falls below GBP 25 + IPT, no refund will be given. This does not apply to the cancellation of your policy.

Complaints

If you are unhappy 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. In the event that you remain dissatisfied and wish to make a complaint, you can do so by writing to:

Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU

Email – insurance.complaints@victorinsurance.co.uk

If appropriate your complaint may ultimately be handled by the insurer or a third party acting on the insurers' behalf. If this is the case we will notify you upon receipt of your complaint. Making a complaint does not affect your right to take legal action.

If you are not happy with the outcome of your complaint, you may have the right to ask the Financial Ombudsman Service (FOS) to review your case. You will need to contact them within six months of the date of our final decision letter.

You can also ask the Ombudsman to review your case if we have not provided you with a final decision within eight weeks of receiving your complaint.

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The Ombudsman can help with most complaints if you are:

- A consumer;
- A micro enterprise employing fewer than ten persons that has an annual turnover and/or balance sheet total that does not exceed €2 million*;
- A charity which has an annual income of less than £6.5 million
- A trustee of a trust which has a net asset value of less than £5 million*;
- (in relation to consumer buy-to-let business) a buy-to-let consumer;
- A small business (which is not a micro enterprise) which has an annual turnover of less than £6.5 million and (i) employs fewer than 50 persons or (ii) has a balance sheet total of less than £5 million*;

* at the time you refer your complaint

If you are unsure whether the ombudsman will consider your complaint, or for more information, please contact the Ombudsman directly on 0800 023 4567 or visit the FOS website at www.financial-ombudsman.org.uk

The address of the Ombudsman is: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Financial Services Compensation Scheme

Victor Insurance underwrites on behalf of a select group of insurers who are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the Scheme if they are unable to meet their obligations to you under this contract of insurance. Further information about the Scheme is available at www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Law and Jurisdiction

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary, this policy shall be governed by English law and subject the exclusive jurisdiction of the courts of England and Wales.

Privacy notice

A copy of the Victor Insurance up to date Privacy Notice can be viewed using the following link:
<https://www.marsh.com/uk/privacy-notice.html>

A copy of the MS Amlin Insurance SE (UK Branch) up to date Privacy Notice can be viewed using the following link:
www.msamlin.com/en/site-services/data-privacy-notice.html or a paper copy of the Data Privacy Notice can be obtained by contacting the Data Protection Officer by email (dataprotectionofficer@msamlin.com) or at the below address:

Data Protection Officer
MS Amlin Insurance SE (UK Branch)
The Leadenhall Building
122 Leadenhall Street
London
EC3V 4AG.

Sanctions

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.