



Yorkshire Bank Chambers, Fargate, Sheffield S1 2HD  
Tel 0114 250 2770 Fax 0114 250 2777

## **Vintage Tractor Insurance**

Thank you for your enquiry.

Herewith are details of Vintage Tractor Insurance (for tractors 25 or more years old) from where you will note that the premium for Third Party including Road Traffic Act cover, uninsured loss recovery and £5m public liability cover for your vintage tractor activities is £32.75 (including 5% Insurance Premium Tax) per tractor. Accidental Damage Fire & Theft cover can be added at a premium of £3.90 (including 5% Insurance Premium Tax) per £1000 based on the current market value of the tractor.

Road Trailer, Home Workshop, Product Liability and Personal Accident covers can also be included.

It will be seen that the policy cover excludes use for hire or reward, motor competitions, tractor pulling or motor trade purposes.

The premium rates shown are valid until 31 December 2010.

May we draw your attention specifically to the Demands and Needs Statement on page 8 and our Terms of Business for this specific insurance on pages 9 and 10.

Could we also draw your attention to your duty to disclose any information that may affect your insurance. Failure to do so may render the insurance policy void at the option of the insurers.

Cover can be confirmed on receipt of your satisfactorily completed proposal form and cheque in payment of the premium. Your policy will be issued promptly.

If you have any queries please do not hesitate to contact us by email or by telephone on 0114 250 2770.

# VINTAGE TRACTOR INSURANCE

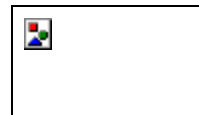
Arranged by Walker Midgley Insurance Brokers  
Underwritten by Royal & Sun Alliance Insurance plc and Financial & Legal Insurance Company Ltd

Vintage Tractor Insurance is available to all owners of vintage tractors regardless of whether or not they are a member of a club, society, trust or other body or association and is designed to provide cover for vintage tractors which are 25 or more years old (a tractor is a vehicle with two or more axles and which is constructed for use as a tractor for work off road in connection with agriculture or forestry – we regret that this does not include the Mercedes Unimog which cannot be insured on this policy). We can also provide cover for ancillary items such as trailers, thrashing machinery, ploughs, stone crushers, saw benches and the like.

Sections 1, 2, 3, 4, 5 & 6 are underwritten by Royal & Sun Alliance Insurance plc and Section 7 is underwritten by Financial & Legal Insurance Company Limited. English Law will be applicable to the contract of insurance between you and Royal & Sun Alliance unless stated otherwise in your Policy's terms & conditions. Unless the parties agree otherwise in writing any dispute concerning the interpretation of this Proposal or the Policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales. The language used in the policy and any communication relating to it will be English. This summary of cover does not contain the full policy wordings, copies of the Master Policies are available on request from Walker Midgley Insurance Brokers to whom all queries and correspondence should also be addressed.

The Vintage Tractor Insurance Policy is an annual policy. Section 7, KeyStart Motor Legal Expenses, is automatically included without charge. All other sections may be taken as required. The inception date of the cover may be at any time during the year and may be chosen to suit individual requirements and existing renewal dates may be changed. At least 21 days before policy renewal we will automatically send renewal documents telling you the premium and terms and conditions that will apply for the following year. Amendments to the policy, such as changes to sums insured and adding or deleting sections may be made at any time during the year with an appropriate premium adjustment being charged. Premium payment may be made by cheque or debit/credit card. For premiums over £100 we also have a monthly direct debit premium payment facility which is operated by Premium Credit Ltd (7.75% service charge, minimum £10.00, 22.4% APR variable with payment over 10 months - full details will be sent on request). All premiums/premium rates shown include Insurance Premium Tax (IPT) at the current rate of 5%. The policy sections available are: -

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. <b>Third Party &amp; Public Liability</b> (see page 1)</li> <li>2. <b>Accidental Damage, Fire &amp; Theft</b> (see page 2)</li> <li>3. <b>Road Trailer</b> (see page 3)</li> <li>4. <b>Home Workshop</b> (see page 4)</li> </ol> | <ol style="list-style-type: none"> <li>5. <b>Products Liability</b> (see page 4)</li> <li>6. <b>Personal Accident</b> (see page 4)</li> <li>7. <b>KeyStart Motor Legal Expenses</b> (see page 7)</li> </ol> |
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## SECTION 1 - THIRD PARTY & PUBLIC LIABILITY

(Underwritten by Royal & Sun Alliance Insurance plc)

**What is Insured:** The Vintage Tractor Insurance Policy provides Third Party Insurance, which includes passenger liability and Road Traffic Act cover, with a limit of indemnity of £5,000,000 for specified vintage tractors. Also included is cover for your liability arising out of the negligent acts of passengers.

Cover for your liability for third party property damage caused by vibration or by the weight of your vintage tractor or its load is included up to a limit of £500,000 for any one claim or claims arising out of one incident.

Third Party cover for trailers and/or implements owned by you is included whether or not the trailer or implement is attached to the vintage tractor either by a drawbar or by a belt or by cable or by chain or the like. Connection by electric cable does not constitute attachment.

Third Party cover for trailers and/or implements and or other motor vehicles whether or not disabled not owned by you is included whilst they are attached to the vintage tractor either by a drawbar or by a belt or by cable or by chain or the like. Connection by electric cable does not constitute attachment.

### **Permitted Drivers and Use**

Driving is permitted by any person who is driving on the policyholder's order or with his/her permission. When the vintage tractor is used on a road the driver must be age 17 or over and be the holder of a category F driving licence (age 16 for a tractor less than 2.45m wide which must pull trailers less than 2.45m wide with two wheels, or four close coupled)

Full Road Traffic Act cover applies to drivers under age 17 and to drivers who do not hold a category F driving licence - both are permitted to drive anywhere other than on a road.

Cover operates in the United Kingdom and Europe – the certificate of motor insurance issued incorporates an annual Green Card

The permitted classes of use are: -

1. use for Social Domestic and Pleasure purposes including the carriage of passengers whether gratuitous or fare paying
  2. use for Agricultural Purposes
  3. use for Rallies and Shows including Working Demonstrations Working Competitions and Road Runs
  4. use whilst towing
- excluding use for hire or reward motor competitions tractor pulling or motor trade purposes

**Driving other vehicles:** The insured may also drive a vintage tractor not belonging to him/her and not supplied to him/her under a hire purchase agreement or leasing agreement. This extension applies only to policies issued in a single name – it does not apply to policies issued in joint names or to policies issued in the name of a business or a company

**Note:** Use for hire or reward is excluded. Cover for the carriage of gratuitous or fare paying passengers either in or on the vintage tractor or in or on a trailer pulled by the vintage tractor is included provided you or the driver or any other connected person receives no remuneration either monetary or in kind other than reasonable out of pocket expenses and/or supply of fuel. Passengers should not be carried on a tractor unless the tractor has a suitable and safe passenger seat fitted.

**Public Liability** - This section automatically extends to include general public liability insurance cover with a limit of indemnity of £5,000,000 for you and/or volunteer and/or unpaid helpers acting on your behalf or under your instruction, in respect of vintage tractor ownership, vintage tractor restoration maintenance/repair, and vintage tractor activities of all and every kind undertaken in a private capacity anywhere in the United Kingdom or Europe.

**Special Note:** This cover excludes any liability arising out of any business activities undertaken by you or by any volunteer and/or unpaid helpers

**Excess:** a £100 property damage excess applies to each and every claim

**Abuse:** Insurers shall not be liable for claims arising from abuse. Abuse shall mean: -

- a) acts of hurting or injuring mentally or physically by maltreatment or ill-use
- b) acts of forcing sexual activity rape or molestation or
- c) repeated or continuing contemptuous coarse or insulting words or behaviours

**Terrorism Exclusion:** The Company shall not be liable for injury or loss of or damage to Property in respect of legal liability arising directly or indirectly out of terrorism.

Terrorism shall mean an act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any government de jure or de facto.

**Asbestos: Fear of asbestos and removal Costs Exclusion:** Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those materials

Asbestos Dust shall mean fibres or particles of asbestos. Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust

Indemnity will not apply to legal liability for bodily injury or mental injury to or death disease or illness of any person employed arising out of and in the course of employment by you in the business

Indemnity will not apply to legal liability for the costs of remedying

- a) any defect or alleged defect
- b) the presence of Asbestos, Asbestos Dust, or Asbestos containing Materials in premises disposed of by you

Indemnity will not apply to legal liability for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials

Indemnity will not apply to legal liability for the costs of management (including those of any persons under statutory duty to manage) removal repair alterations recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials

**Annual Premium £32.75 (inc 5% Insurance Premium Tax) for each vintage tractor. Full Third Party cover for ploughs, implements, trailers, carts etc used in conjunction with the insured vintage tractor is automatically included.**

## **SECTION 2 - ACCIDENTAL DAMAGE FIRE & THEFT**

(Underwritten by Royal & Sun Alliance Insurance plc)

**What is Insured:** Your vintage tractors together with implements and the like if they are damaged, stolen or taken without your permission anywhere in Europe including whilst in transit. The perils covered are: -

- a) Fire, Explosion, Lightning & Aircraft
- b) Earthquake
- c) Riot/Civil Commotion/Malicious Damage
- d) Storm, Flood, Escape of water from any tank apparatus or pipe
- e) Impact by any Road and/or Rail vehicle
- f) Sprinkler Leakage
- g) Theft
- h) Subsidence ground heave or landslip
- i) Any other accident (which includes accidental damage)

Cover for theft of your vintage tractor is subject to the ignition keys being removed and any fitted alarms or immobilisers being set and in operation. Theft cover for vintage tractors on or in an unattended vehicle or trailer is subject to:-

- a) the vehicle being locked, with any fitted alarms and immobilisers being set and in operation
- b) vintage tractors and/or implements carried on or in a vehicle or on or in a trailer being locked to the vehicle or trailer
- c) the trailer carrying the vintage tractor being locked to the towing vehicle and if detached from the towing vehicle being immobilised by a lock on the towing hitch, or by a wheel clamp, or by removing a wheel from each axle

The sum insured for each vintage tractor should be based on the vintage tractor's current market value, that is the price which could be obtained if the vintage tractor was put up for sale or the price which would have to be paid to buy a similar vintage tractor in a similar condition with the addition of an allowance for spare parts, tools and ancillary equipment plus, if required, an amount in respect of professional repairs.

Any incidence of theft must be reported to the police.

The amount payable in the event of a total loss claim (for example a theft) will be the sum insured.

The amount payable in the event of a partial loss claim (for example damage to the vintage tractor) will be: -

- a) if repairs are to be carried out by the insured - 200% of the cost of materials for repair until that amount exceeds 75% of the sum insured when the full sum insured will be payable
  - b) if repairs are to be carried out professionally – invoice cost limited to the sum insured
  - or
  - c) a mixture of both a) and b)
- The maximum amount payable will be the sum insured

In the event of a claim, other than a theft claim, you will retain ownership of the vintage tractor.

**Loss of Value following Repair:** Insurers will only commit to repairing a vintage tractor/implement or to pay its market value not to paying for any reduction in its value as a result of having been involved in an accident and/or theft

**What is not insured: -**

The first £100 of each and every claim

Loss of use loss or of market value for any reason

Loss or damage caused by mechanical or electrical faults failures breakdowns or derangements

Loss or damage caused by wear tear deterioration insect vermin mildew wet & dry rot woodworm atmospheric conditions corrosion act of light heat or any other gradually operating cause

Damage to tyres from breaking or by punctures cuts or bursts

Loss of or damage to your tractor/s resulting from someone taking it by fraud or trickery

Theft of money or securities of any description

**Annual Premium £3.90 (inc 5% Insurance Premium Tax) per £1,000 sum insured for both vintage tractors and for ploughs, implements, trailers, water carts etc.**

**SECTION 3 - ROAD TRAILER**

(Underwritten by Royal & Sun Alliance Insurance plc)

**What is Insured:** Your road trailer if damaged stolen or taken without your permission anywhere in the United Kingdom or Europe. The perils covered are: -

- a) Fire, Explosion, Lightning & Aircraft
- b) Earthquake
- c) Riot/Civil Commotion/Malicious Damage
- d) Storm, Flood, Escape of water from any tank apparatus or pipe
- e) Impact by any Road and/or Rail vehicle
- f) Sprinkler Leakage
- g) Theft
- h) Subsidence ground heave or landslip
- i) Any other accident (which includes accidental damage)

**Exclusions: -**

The first £100 of each and every claim is excluded increased to £500 if the trailer is not fitted with either a wheel clamp or a hitchlock

Loss of use loss or of market value for any reason

Loss or damage caused by mechanical or electrical faults failures breakdowns or derangements

Loss or damage caused by wear tear deterioration insect vermin mildew wet & dry rot woodworm atmospheric conditions corrosion act of light heat or any other gradually operating cause

Damage to tyres from breaking or by punctures cuts or bursts

Loss of or damage to your trailer resulting from someone taking it by fraud or trickery

Theft of money or securities of any description

**Loss of Value following Repair:** Insurers will only commit to repairing a trailer or to pay its market value not to paying for any reduction in its value as a result of having been involved in an accident and/or theft

When the trailer is left unattended and unattached from the towing vehicle it is required that the trailer is fitted with either a wheel clamp or a hitchlock. The trailer will still be covered if this requirement is not met however if the trailer is stolen the usual £100 excess will be increased to £500. Although this security requirement does not apply when the trailer is attached to the towing vehicle the insurance of the trailer contents, insured under Section 1 of this policy, does require additional security when the trailer is left unattended and loaded. It should be noted that many trailer thefts occur in lay-bys and motorway service areas.

Also included is cover for the hire of an alternative trailer following theft or damage to the trailer insured subject to a maximum amount of £20 per day (maximum 10 days). The need for an alternative trailer must be a vintage tractor related activity.

**Driving a car or van with a trailer:** All drivers who passed a car test before 1 January 1997 retain their existing entitlement to tow trailers until their licence expires. This means that they are generally entitled to drive a vehicle and trailer combination up to 8.25 tonnes MAM (Maximum Authorised Mass). They also have the entitlement to drive a minibus with a trailer over 750kgs MAM. Drivers who passed their car test on or after 1 January 1997 are required to pass an additional driving test in order to gain entitlement to category B+E which allows them to tow caravans and trailers.

If you require more information about driving a car or a van with a trailer you should obtain the Driver and Vehicle Licensing Agency (DVLA) factsheet INF30 'Towing Trailers in Great Britain'

**Towing Vehicle's Motor Insurance:** The class of use on some motor insurance policies, particularly motor insurance policies issued on a van, does not automatically include the towing of trailers. It is therefore recommended that before towing a trailer the motor insurance policy of the towing vehicle is checked in order to confirm that the towing of trailers is permitted. Public liability insurance cover for the trailer falls under the towing vehicle's insurance policy whilst the trailer is attached.

**Annual premium £8.25 (inc 5% Insurance Premium Tax) per £1,000 sum insured (minimum annual premium per trailer £24.75 inc 5% Insurance Premium Tax)**

## **SECTION 4 - HOME WORKSHOP**

(Underwritten by Royal & Sun Alliance Insurance plc)

**What is Insured:** The buildings of your home workshop and also your workshop tools, equipment, work in progress and raw materials. The perils covered are: -

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|--|--|
| a) Fire, Explosion, Lightning & Aircraft                         | f) Sprinkler Leakage                                     |
| b) Earthquake  | g) Theft   |
| c) Riot/Civil Commotion/Malicious Damage                         | h) Subsidence ground heave or landslip                   |
| d) Storm, Flood, Escape of water from any tank apparatus or pipe | i) Any other accident (which includes accidental damage) |
| e) Impact by any Road and/or Rail vehicle                        |  |

Cover is operative for all types of home workshop whether they be attached to the building of the home or "down the garden" and regardless of the construction, including timber and is subject to a £100 excess each and every claim. The section has four items: -

- Buildings including fixtures and fittings (fitted benches, cupboards, drawers etc.)  
The basis of claims settlement is reinstatement which means that the sum insured selected must represent the current rebuilding cost.  
Home Workshops of standard construction i.e. brick stone or concrete built and roofed with slates or tiles  
**Premium rate £7.15 (inc 5% IPT) per £1,000 sum insured**  
Home Workshops of non-standard construction i.e. any other combination of building or roofing materials  
**Premium rate £14.30 (inc 5% IPT) per £1,000 sum insured**
- Workshop Machinery (i.e. lathes, milling machines, shapers, pedestal drills, flypresses etc.)  
The basis of claims settlement is indemnity which means that claims will be settled using the machines' current value which in turn means that the sum insured selected must represent what it would cost to replace the machinery with similar machinery of a similar age and condition.  
**Premium rate £7.15 (inc 5% IPT) per £1,000 sum insured**
- Tools and equipment (i.e. lathe tools, milling cutters, hand tools, hand held electric tools, vices, rotary tables, measuring equipment etc.)  
The basis of settlement is reinstatement which means that the sum insured selected must represent the cost of replacement as new  
**Premium rate £7.15 (inc 5% IPT) per £1,000 sum insured**
- Stock of spare parts and stock of raw materials  
The basis of claims settlement is the cost of replacement  
**Premium rate £7.15 (inc 5% IPT) per £1,000 sum insured**

**Whilst theft from Home Workshops of any construction is covered it should be noted that when unoccupied the door/doors to the workshop should be securely locked, preferably using 5 lever deadlocks, all opening windows must be locked using suitable window locks and all hand held electric power tools must be stored in securely locked drawers, cupboards or cabinets.**

## **SECTION 5 - PRODUCTS LIABILITY**

(Underwritten by Royal & Sun Alliance Insurance plc)

**What is Insured:** Many hobbists make or mend items for friends, relations and neighbours - perhaps to replace a broken part no longer available. Quite often there is no payment for the work done. At other times payment is made either in cash or in kind (perhaps a drink at the local pub). Should the part that has been made cause death or injury to a third party or loss or damage to third party property the hobbist may be held liable. This section is designed to cover that liability - cover that is almost certainly not provided under any club and society cover and cover that is not provided under the vast majority, if any, home insurance policies. Cover is restricted to activities undertaken in a private capacity only. All business activities are excluded.

The limit of indemnity is £2,000,000 any one loss and in any one period of insurance.

**Premium £24.90 (inc 5% IPT)**

## **SECTION 6 – PERSONAL ACCIDENT**

(Underwritten by Royal & Sun Alliance Insurance plc)

**What is Insured:** The section provides cover for you and/or for your family anywhere in the United Kingdom or Europe. The operative time of cover is while the insured person is involved in vintage tractor activities of all and every kind undertaken in a private capacity including travelling thereto and therefrom the insured person's normal residence.

Cover for any volunteer and/or unpaid helper acting on your behalf or under your instruction is automatically included free of charge if either or both cover for yourself or cover for your family is taken. Your family is defined as spouse, common law partner, parents (including step and in law), brothers and sisters (including step and in law) and their children, sons and daughters (including step and in law) and their children and their children's children

If the insured person sustains accidental bodily injury, which within two years, is the sole cause of death or disablement the insurers will pay the appropriate benefit to the insured person. If the insured person suffers death or disablement as the result of exposure to the elements the insurers will consider that as having been caused by accidental bodily injury. Bodily injury does not include sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause (this means that death by a heart attack, for example, is not covered).

Exclusions to the cover are: -

1. if bodily injury results from:-

a) the insured person engaging in or practising for any of the excluded activities which are:

- |   |  |
|---|--|
| Aqualung diving   | Mountaineering or cliff or rock climbing   |
| Flying other than as a passenger or as a member of the crew or in order to carry out work in the aircraft | Parachuting  |
| Football other than association football as an amateur  | Pot-holing   |
| Hang gliding  | Racing other than on foot or in dinghies   |
| Hunting on horseback  | Using power driven woodworking machinery in connection with business or occupation |
| Motor competitions  | Winter sports other than curling or skating  |
| Motorcycling as a rider or passenger  |  |

b) the insured person committing or attempting to commit suicide

c) war invasion act of foreign enemy etc.

2. if bodily injury or death or disablement is the result of or is contributed by the insured person having taken a drug unless it is taken on proper medical advice and is not for the treatment of drug addiction

3. if death or disablement is the result of or contributed to by the pregnancy (including childbirth) of the insured person

The following are removed from the list of excluded activities insofar as they relate to vintage tractor activities:- flying, motor competitions, racing other than on foot or in dinghies, using power driven woodworking machinery in connection with business or occupation.

If the person claiming benefit under this section also has personal accident insurance cover by reason of another policy issued under the Walker Midgley Insurance Brokers insurance schemes that insured person shall be entitled to indemnity under only one of those policies. Cover applies to persons of all ages - there is no upper or lower limit. The categories of insured person are: -

A – You if aged between 16 and 64

B – You if aged 65 or over

C – You if aged 15 or under

D – Your family

E – Any invited person driving including boarding or alighting from a vintage tractor owned by you or volunteer and/or unpaid helper acting on your behalf or under your instruction

The schedule of benefits is: -

	<u>Category A</u>	<u>Category B</u>	<u>Category C</u>	<u>Category D</u>	<u>Category E</u>
1. Death	£10,000	£4,000	£ 2,000	£2,000	£2,000
2. Loss of two or more limbs or both eyes or one of each	£10,000	£4,000	£ 2,000	£2,000	£2,000
3. Loss of one limb or eye	£10,000	£4,000	£ 2,000	£2,000	£2,000
4. Permanent Total Disablement other than by loss of limb or eye from gainful employment of any and every kind	£10,000	£4,000	£ 2,000	£2,000	£2,000
5. Temporary Total Disablement from usual occupation payable for a maximum of 104 weeks not necessarily consecutive	£100 per week	Nil	Nil	Nil	Nil
6. Whilst attending hospital either as an inpatient or as an outpatient payable for a maximum of 13 weeks not necessarily consecutive	Nil	£50 per week	Nil	Nil	Nil

**Premiums – Cover for You £18.00 (inc 5% IPT) Cover for your Family £18.00 (inc 5% IPT)**

Note: Cover under Category E is automatically included free of charge if either or both cover for yourself or cover for your family is taken

## TERRORISM EXCLUSION

The insurance provided by Sections 2 and 4 does not cover Damage or loss resulting from Damage occasioned by or happening through or in consequence directly or indirectly of: -

a) terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, and

b) in Northern Ireland civil commotion

This policy also excludes damage or loss resulting from damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an act of Terrorism

Terrorism means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

In any action suit or other proceedings where the insurers alleges that by reason of this exclusion any damage or loss resulting from damage is not covered by this policy the burden of proving that such damage or loss is covered shall be upon you

**Data Protection Notice** - Please read the following carefully as it contains important information relating to details that you may give us. You should show this notice to any other party related to this insurance. We are required to send you this information to comply with current Data Protection legislation. It explains how Royal & Sun Alliance Insurance may use your details and tells you about the systems they have in place that allow them to detect and prevent fraudulent applications and claims. The savings that they make help them to keep premiums and products competitive.

**Data Protection Act 1998** - All personal information supplied by you will be treated in confidence by Royal & Sun Alliance Insurance Group of companies and will not be disclosed to any third parties expect where your consent has been received or where permitted by law. In order to provide you with products and services this information will be held in the data systems of Royal & SunAlliance Insurance Group of companies or agents or subcontractors. The Royal & SunAlliance Group of companies may pass your personal information to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect your personal information, but in all cases the Group will ensure that it is kept securely and only used for the purpose for which you provided it. Details of the companies and countries involved can be provided to you on request.

**Motor Insurance Database** - If your vintage tractor is registered for the road policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA and DVLI for the purpose of Electronic Vehicle Licensing and by the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If you are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant policy information. Persons with a valid claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. You can find out more about this from your insurer, or at [www.miic.org.uk](http://www.miic.org.uk)

**Fraud Prevention, Detection & Claims History** - In order to prevent and detect fraud Royal & Sun Alliance may at any time share information about you with other organisations and public bodies including the Police, check and/or file your details with fraud prevention agencies and databases, and if you give Royal & Sun Alliance false or inaccurate information and they suspect fraud, they will record this. Royal & Sun Alliance and other organisations may also search these agencies and databases to a) help make decisions about the provision and administration of insurance, credit and related services for you and members of your household, b) trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies, c) check your identity to prevent money laundering, unless you furnish other satisfactory proof of identity, d) undertake credit searches and additional fraud searches. Royal & Sun Alliance can supply on request further details of the databases they access or contribute to (see below – How to contact Royal & Sun Alliance).

**Claims History** - Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help Royal & Sun Alliance to check information provided and also to prevent fraudulent claims. When they deal with a request for insurance, they 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, insurers will pass information relating to it to the registers. They may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

**How to contact Royal & Sun Alliance** - On payment of a small fee you are entitled to receive a copy of the information Royal & Sun Alliance hold about you. If you have any questions, or you would like to find out more about this notice you can write to The Data Protection Liaison Officer, Royal & Sun Alliance Insurance plc, Customer Relations Office, Bowling Mill, Dean Clough Industrial Park, Halifax HX3 5WA

### **ELECTRONIC DATA EXCLUSION**

Notwithstanding anything stated herein to the contrary and subject always to the terms exceptions and conditions of the Policy this insurance does not cover: -

- A. Damage to Data which shall include but not be limited to
  - 1) damage to or corruption of Data whether in whole or in part
  - 2) unauthorised appropriation of use of access to or modification of Data
  - 3) unauthorised transmission of Data to any third parties
  - 4) damage arising out of any misinterpretation use or misuse of Data
  - 5) damage arising out of any operator error in respect of Data
- B. Damage to the property insured (if insured) or money (if insured) arising directly or indirectly from
  - 1) the transmission or impact of any Virus
  - 2) unauthorised access to a System
  - 3) interruption of or interference with electronic means of communication used in the conduct of the insured's Business including but not limited to any diminution in the performance of any website or electronic means of Communication
  - 4) failure of a System
  - 5) anything described in A) above

But in respect of B.1, B.2, B.3 and B.4 this shall not exclude subsequent damage which itself results from any of the covers insured provided that such damage does not arise by reason of any malicious act or omission.

Definitions: -

Damage	means loss or destruction or damage
Data	means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware
Failure of a System	means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise whether or not owned by you to operate at any time as described as specified or as required in the circumstances of you's business activities
System	includes computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation
Microchip	a unit of packaged computer circuitry manufactured in a small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers
Virus	programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

### **Complaints Process - Royal & Sun Alliance Insurance plc**

Royal & Sun Alliance aim to provide you with a first class service. If they have not delivered the service that you expect or you are concerned with the service provided they would like the opportunity to put things right.

Initially contact Walker Midgley Insurance Brokers Ltd, Yorkshire Bank Chambers, Fargate, Sheffield S1 2HD telephone 0114 250 2770 Fax 0114 250 2777 (email [enquiries@walkermidgley.co.uk](mailto:enquiries@walkermidgley.co.uk)) If your complaint is against Royal and Sun Alliance Insurance plc alone, it will be passed to their nominated contact within 24 hours. This will also happen if we believe that we cannot resolve your complaint without the involvement of Royal and Sun Alliance Insurance plc or there is any query relating to the complaint. The complaints procedure of Royal and Sun Alliance Insurance plc will then apply.

If your complaint is not resolved or you are not happy with the response and course of action proposed by Royal and Sun Alliance Insurance plc, you can progress your complaint to Royal and Sun Alliance Insurance plc Customer Relations Office, whose address is Dean Clough Industrial Park, Bowling Mill, Halifax HX3 5WA Email: crt.halifax@uk.rsagroup.com Telephone: 0800 1076160 Fax: 01422 325146  
A separate investigation will then be carried out in an attempt to resolve your complaint and a final decision issued. However if resolution is not possible they will issue a response within 8 weeks of your original complaint.

**What to do if you are still not satisfied:** If you are still not satisfied Royal and Sun Alliance Insurance plc are regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service, and you may be able to refer your complaint to them at South Quay Plaza, 183 Marsh Wall, London E14 9SR Telephone: 0845 0801800 Email enquiries@financial-ombudsman.org.uk www.financial-ombudsman.org.uk). However, the Financial Ombudsman Service will not adjudicate on any cases where legal action has commenced or where a final decision has not been issued.

**Your rights:** Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

**Registered Office:** The registered office of Royal & Sun Alliance Insurance plc is St Marks Court, Chart Way, Horsham, RH12 1XL

**Financial Services Compensation Scheme:** Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This scheme provides compensation in case any of its members go out of business or in to liquidation and are unable to meet any valid claim under its policies. You may be entitled to compensation from the scheme if Royal & Sun Alliance are unable to meet their obligations. This depends on the type of business and the circumstances of the claim. The first £2000 of a claim is protected in full. Above this threshold, 90% of the remainder of the claim will be met. For compulsory classes of insurance 100% of the claim would be met without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

### **CANCELLATION RIGHTS**

If having checked your policy you decide not to proceed with our insurance you have a statutory right to cancel it within 14 days starting on the date you receive your policy documentation. To cancel please write to the address or call the number shown on your policy documentation. On receipt of your notice and return of your Motor Insurance Certificate(s) we will refund any premiums paid, except when you have already made a claim under your policy.

### **TERMINATION OF THE CONTRACT**

You may cancel the contract by giving us 14 days notice in writing. If you cancel the policy you may be entitled to a refund of premium provided that no claim has been made during the current period of insurance.

We may cancel this policy by giving you at least 14 days notice at your last known address. If we cancel the policy, we will refund any premiums already paid for the remainder of the current period of insurance.

Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St Mark's Court, Chart Way, Horsham, RH12 1XL  
Authorised and regulated by the Financial Services Authority



## **SECTION 7 – KEYSTART MOTOR LEGAL EXPENSES**

(Underwritten by Financial & Legal Insurance Company Ltd)

This is a summary of the provisions of the KeyStart Motor Legal Expenses Policy

**1. What is this summary about?** This Policy Summary is only a summary and does not contain the full terms and conditions of the insurance contract into which you will be entering. The full terms and conditions can be found in the Certificate of Insurance a copy of which is available from Walker Midgley Insurance Brokers Limited. If you have any queries you should raise them with Walker Midgley or with MSL Legal Expenses Ltd.

**2. Who is the insurer under the Policy?** Your Insurance Policy contract will be made with Financial & Legal Insurance Company Limited (Registered in England under Company No: 03034220) ("F&L") and by the Financial Services Authority under number 202915 and whose registered office and business address is set out in paragraph 9 whose associated company, MSL Legal Expenses Limited ("MSL"), will act as F&L's administrative agent and manager in connection with your Policy of Insurance.

**3. What kind of policy is KeyStart?** Your KeyStart Policy is basically a "Motor Legal Expenses Policy" providing cover to enable you to bring legal proceedings (and to defend any counterclaim made against you) to recover losses sustained by you in an incident involving your vehicle for which you are not to blame and which are not covered by the motor insurance policy which you are by law required to have in place in respect of the motorised vehicle you are driving ("your Vintage Tractor Insurance Policy"). Your KeyStart Policy operates alongside your Vintage Tractor Insurance Policy.

**4. What are the main features of the cover provided?** Your KeyStart Policy, subject to the points made in paragraph 5 below, will give you the following cover and benefits in respect of incidents occurring during the "Period of Cover" (as explained in paragraph 6 below):  
- up to £100,000 of legal costs and expenses (incurred by you or awarded against you by a court where there has been a counterclaim to your claim) in connection with a claim against the other person(s) involved in the incident  
- up to £1,000 towards legal costs and expenses incurred by you in defending a prosecution for a motoring offence (other than a parking offence or an offence relating to driving without insurance) providing that MSL is satisfied that there is a genuine defence to the prosecution

**5. Are there any limitations on, and/or exclusions of, the cover provided?** In order to obtain the benefits of your KeyStart policy: -  
- You must notify MSL within 60 days of any incident giving rise to a potential claim and within 14 days of your receiving a notice of intended prosecution

MSL will only accept a claim (and/or continue cover) under your KeyStart Policy if it (and F&L) is satisfied that there are reasonable grounds in law (with reasonable prospects of success) for bringing the claim. If you do not agree with our decision on this you have the right to obtain at your cost an opinion from counsel as to the merits of the proposed claim. If that opinion clearly states that there are reasonable grounds for pursuing the claim and MSL accepts it, the fees paid by you for that opinion will be met under your KeyStart Policy

- You and MSL must agree upon the lawyer who shall act for you in connection with the claim (the "appointed representative") and you must co-operate with him/her in the handling of your claim

Your KeyStart Policy will NOT give you any cover: -

- a) if you are not insured under a Motor Insurance Policy or your insurer under that policy is, at the time of the event giving rise to a potential claim, entitled to repudiate that policy
- b) if event giving rise to the claim has occurred on a public road and if you (or the authorised driver of your vehicle) do not hold a valid driving licence at the time of the event giving rise to the claim
- c) for legal expenses incurred before MSL has agreed to pay them on your behalf
- d) if the appointed representative refuses to act for you (other than by reason of a conflict of interest on the representatives part)
- e) for fines, damages or other penalties which you are ordered to pay by a court
- f) If you have other insurance cover which entitles you to recover legal expenses (except for the amount of any excess which you are required to pay under such other insurance)

In connection with a claim for the costs of defending a prosecution for a motoring offence:

- a) you will be responsible for the first £100 of the costs incurred by the appointed representative
- b) no more than two claims will be covered in any period of insurance (not counting claims which MSL refuses to fund)

**6. When will I be 'covered'?** Your cover under the KeyStart Policy will commence upon the date when MSL has agreed to accept your premium and that date will be shown on the front of the Certificate of Insurance given to you. The cover under the policy will expire twelve months thereafter or, if earlier, the date upon which your Motor Insurance Policy, in force at the date of commencement of KeyStart cover, expires.

**7. Can I cancel the Policy?** You have a right to cancel your KeyStart Policy within 14 days of the date upon which you receive your Certificate of Insurance. You should notify Walker Midgley Insurance Brokers Ltd in writing and enclose the Certificate of Insurance if you wish to cancel your KeyStart Policy. Your cover will cease from the day you deliver or post your notice of cancellation. If you do not give notice of cancellation within the 14 day period you will be responsible for payment of the agreed premium.

**8. How do I make a claim?** If you have a claim, you must make it as soon as possible (and, in any event, within the time limits mentioned in paragraph 5 above) either by telephone (confirmed in writing) to MSL on 0800 387165 and your written communication should be addressed to MSL Legal Expenses Limited, Ashfield House, Ashfield Road, Cheadle, Cheshire, SK8 1BB

**9. How do I raise a complaint?** If you wish to register a complaint in connection with the policy, please contact MSL: - in writing to The Claims Manager, MSL Legal Expenses Limited, Ashfield House, Ashfield Road, Cheadle, Cheshire SK8 1BB or by telephone 0870 7554488 or by fax 0870 7523401

If you are not satisfied with the outcome of MSL's response, you may refer the complaint in writing to the Managing Director, Financial & Legal Insurance Company Ltd., Ashfield House, Ashfield Road, Cheadle, Cheshire, SK8 1BB.

If the complaint can still not be settled, you may be entitled to refer it to the Financial Ombudsman Service

**10. Will I be protected by the Financial Services Compensation Scheme?** MSL (and F&L) are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If MSL and F&L are unable to meet their obligations under the KeyStart Policy you may be entitled to compensation from the Compensation Scheme.

## **MEETING YOUR DEMANDS & NEEDS**

The Vintage Tractor Insurance Scheme allows you to choose the level of cover from a range of options. The choices you make will depend on your personal circumstances. The covers listed below meet the demands & needs of those wishing to benefit from the following protection:

Section 1 – Third Party & Public Liability <small>underwritten by Royal &amp; Sun Alliance Insurance plc</small>	Your legal liability for injury to persons or damage to third party property whilst involved in Vintage Tractor activities and also liability cover as required by the Road Traffic Act
Section 2 – Accidental Damage Fire & Theft <small>underwritten by Royal &amp; Sun Alliance Insurance plc</small>	Loss or damage to your Vintage Tractor and/or implements by specified causes
Section 3 – Road Trailer <small>underwritten by Royal &amp; Sun Alliance Insurance plc</small>	Loss or damage to road trailers by specified causes
Section 4 – Home Workshop <small>underwritten by Royal &amp; Sun Alliance Insurance plc</small>	Loss or damage to buildings and/or contents of your home workshop by specified causes
Section 5 – Products Liability <small>underwritten by Royal &amp; Sun Alliance Insurance plc</small>	Your legal liability for injury to persons or damage to third party property arising out of any product made and supplied by you
Section 6 – Personal Accident <small>underwritten by Royal &amp; Sun Alliance Insurance plc</small>	Compensation for bodily injury to you and/or your family and/or any volunteer and/or unpaid helper acting on your behalf or under the your instruction whilst involved in Vintage Tractor activities
Section 7 – KeyStart Motor Legal Expenses <small>underwritten by Financial &amp; Legal Insurance Company Ltd</small>	Provides cover to enable you to bring legal proceedings (and to defend any counterclaim made against you) to recover losses sustained by you in an incident involving your Vintage Tractor for which you are not to blame and which are not covered by the Vintage Tractor Insurance policy

Further details of these and other benefits can be found in pages 1 to 7 of this document. For the Vintage Tractor Insurance Scheme we use Royal & Sun Alliance Insurance plc for sections 1 to 6 and Financial & Legal Insurance Company Limited for section 7. We have selected these insurers as offering value for money and quality service.

This statement does not form part of the terms and conditions of your policy.

## **WALKER MIDGLEY INSURANCE BROKERS LIMITED - TERMS OF BUSINESS:**

**By accepting these Terms of Business, you are giving your consent to the actions described in the following sections. Please read this document carefully.**

**COMPANY DETAILS:** Walker Midgley Insurance Brokers Ltd, Yorkshire Bank Chambers, Fargate, Sheffield, S1 2HD Telephone: 0114 250 2770 Fax: 0114 250 2777. Walker Midgley Insurance Brokers Limited is authorised and regulated by the Financial Services Authority. Our Firm Reference Number (FRN) is 144231. You can check this on the FSA register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or telephone the FSA on 0845 606 1234.

**OUR SERVICE:** We offer a wide range of insurance products and have access to leading insurers in the marketplace. For the Vintage Tractor Insurance Scheme we have selected Royal Sun Alliance Insurance plc as offering value for money and quality service. We will explain the main features of the products and services that we offer you including details of the provider, main details of cover and benefits, any unusual restrictions or exclusions, any significant conditions or obligations and the period of cover. We will make a recommendation for you after we have assessed your needs, or advise you if we are unable to place your insurance. Our normal office hours are 9am to 5pm Monday to Friday.

**CONFIDENTIALITY AND DATA PROTECTION:** All information about you of a sensitive or personal nature will be treated as private and confidential. We will however use and disclose the information we have about you in the course of arranging, placing and administering your insurance. This may involve passing information about you to insurers, other intermediaries, risk management assessors, uninsured loss recovery agencies and other third parties involved (directly or indirectly) in your insurance. We may also pass information about you to credit reference agencies and premium finance providers in connection with the assessment of your financial standing generally and, in particular, where you have requested a premium instalment plan – this may include details of your payment record with us. We may also pass information about you to other companies with which we are associated. We or they may also use the information we hold about you to provide you with information on other products and services we or they can offer and which we or they feel may be of interest to you. If you do not wish to receive marketing information from us or them, or for us to disclose information about you to other parties for marketing purposes, please contact us immediately. In the interests of security and to improve our service, telephone calls you make to us may be monitored and /or recorded.

**YOUR DUTY TO DISCLOSE INFORMATION:** It is your responsibility to provide complete and accurate information to insurers when you take out an insurance policy, throughout the life of the policy, and when you renew your insurance. It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate and we recommend that you keep a copy of all correspondence in relation to the arrangement of your insurance. Please also note that any renewal of insurance will be made in reliance upon the information provided by you in connection with your previous insurance policy – we will assume that such information remains correct unless you tell us otherwise. Please note that if you fail to disclose any material information to us and your insurers, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid. You should take particular care to check the accuracy of all information you provide.

**NOTIFICATION OF INCIDENTS/CLAIMS:** It is essential to notify us immediately of all incidents that may result in a claim against your insurance policy. You must do so whether you believe you are liable or not. Any letter or claim received by you must be passed to us immediately, without acknowledgement. Only by providing prompt notification of incidents can your insurance company take steps to protect your interests. Your policy summary and/or policy document will provide you with details on who to contact to make a claim. Claims payment will be made in favour of you. If you require a payment to be made to a third party then you must confirm the required payee name and details and provide a brief explanation for your request. Please contact us for guidance on claiming under your policy.

**CANCELLATION:** Your policy document will detail your rights to cancel your insurance once you have taken it out. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 or 30 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later. Where you cancel a policy before renewal you will be responsible for paying a charge to meet the cost of cover provided and administration expenses. Please see the Charges section. To enable your insurer to process the cancellation, you will need to return certificates and any official documents to our office within 30 days of your notice to cancel.

**COMPLAINTS:** It is our intention to provide you with the highest possible level of customer service at all times. However we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly. Should you wish to complain you may do so:

- In writing to the Complaints Manager Mr A P Wood
- By telephone on 0114 250 2770
- By Fax on 0114 250 2777
- By e-mail at [enquiries@walkermidgley.co.uk](mailto:enquiries@walkermidgley.co.uk)
- In person by visiting our office (see above for address)

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). Further details will be supplied at the time of responding to your complaint.

**SOLVENCY OF INSURERS:** We cannot guarantee the solvency of any insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or in part, should an insurer become insolvent.

**TERMS OF PAYMENT:** Our payment terms are as follows (unless specifically agreed by us in writing to the contrary):

- New policies: immediate payment on or before the inception date of the policy
- Alterations to existing policies: immediate payment on or before the effective date of the change
- Renewals: due in full before the renewal date

If payment is not received from you in accordance with the above terms, we, or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid. When renewal is invited and the policy is paid by monthly direct debit, we will issue a notice to you. To ensure you are not left without cover, the absence of a response to this notice will be deemed as your consent to cover being renewed automatically. If any direct debit or other payment due in respect of any credit agreement you enter into to pay insurance premiums is not met when presented for payment or if you end the credit agreement we will be informed of such events by the credit provider. If you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being so informed, instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and if any money is owed under your credit agreement pay it to the credit provider or if we have already been debited with the amount outstanding use it to offset our costs. You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need.

Any payment we receive from you will be held by The Broker Network Ltd, which pays insurers on our behalf, in a Non Statutory Client Trust Bank Account held with RBS, HSBC or Alliance and Leicester. In some cases the payment we receive will be held on behalf of the provider with whom we arrange your policy as their agent. This means that any payment you make to us will be regarded as having been paid to the provider. This is known as risk transfer. By operating a Non Statutory Trust The Broker Network Ltd is permitted to, and may use such monies to cross fund clients premiums and claims. Please make all cheques payable to "The Broker Network Ltd" By instructing us to place insurance on your behalf you give your informed consent to these Client Money procedures. If there are any matters which you do not understand, or do not accept, you should discuss them with us before proceeding. We may pass the money you pay us to another intermediary. We will only do this where it is a necessary part of the process of arranging cover for you. Where this includes intermediaries outside the UK, the legal and regulatory regime may be different from that of the UK. In the event of the intermediary failing money may be treated differently than if it was held by an intermediary in the UK. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction. No interest will be payable to customers in respect of the client account. Any interest earned will remain in the ownership of The Broker Network Ltd.

**FINANCIAL SERVICES COMPENSATION SCHEME (FSCS):** We are covered by the Financial Services Compensation Scheme and you may be entitled to compensation from the scheme if we cannot meet our obligations. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk)

**CHARGES:** In addition to the amount charged by insurers we also make charges to cover the administration of your insurance as detailed below: -

Non refundable arrangement fee	Nil	Mid-Term Amendments	£10.00
Renewals	£10.00	Lost papers/documents	£10.00
Reissue of Cover	£10.00	Temporary change	£10.00

Where we arrange low or non-commission paying products, we will charge an arrangement fee not exceeding 30% of the premium, and will advise you of the actual amount at the time of quotation or renewal. These fees may be subject to change. Where there are changes, we will confirm this clearly and the actual amount will always be disclosed to you before you commit to purchasing the product. As insurance brokers we earn our income predominantly from commission paid to us by insurers based on the amount they charge you. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing or renewing your insurance cover. We may occasionally receive additional remuneration from certain insurers for insurance policies we place with them. Please ask us should you require further information

**REFUNDS:** Where a policy is cancelled before renewal, insurers charge to cover their costs, with the balance refunded to you, subject to no claim having been made. The following scale of refund will apply: -

Period of Cover	Up to 120 days	121 to 150 days	151 to 180 days
% of Annual Premium Refunded	50%	40%	30%
Period of Cover	181 to 210 days	211 to 240 days	Over 241 days
% of Annual Premium Refunded	20%	10%	Nil

In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit. Insurers reclaim commission paid to us when you cancel a policy before renewal or where there is a mid-term alteration to your policy which results in a refund of premium. The amount reclaimed is based on the number of days until the planned renewal date. As a consequence, we will make a deduction to the value of the commission reclaimed, from any return premium owing to you. For certain commercial insurance policies, insurers will only provide cover where the premium is due in full on inception of the policy. This means that no refund will be paid if the policy is cancelled before renewal. We will advise you if this affects you. In view of the cost involved in making changes to your policy we will not issue refunds of less than £31.50.

**GENERAL:** If any provision of these Terms is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected. These Terms shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the relevant court. These Terms supersede all proposals, prior discussions and representations (whether oral or written) between us relating to our appointment as your agent in connection with the arranging and administration of your insurance. These Terms constitute an offer by us to act on your behalf in the arranging and administration of your insurance. In the absence of any specific acceptance communicated to us by you (whether verbal or written) you are deemed to accept our offer to act for you on the basis of these Terms, by conduct, upon your instructing us to arrange, renew or otherwise act for you in connection with insurance matters.



Authorised and regulated by the Financial Services Authority  
 Yorkshire Bank Chambers, Fargate, Sheffield S1 2HD  
 Tel 0114 250 2770 Fax 0114 250 2777 [www.walkermidgley.co.uk](http://www.walkermidgley.co.uk)

For your protection telephone calls will be recorded and may be monitored



# VINTAGE TRACTOR INSURANCE

Arranged by Walker Midgley Insurance Brokers  
Underwritten by Royal & Sun Alliance Insurance plc and Financial & Legal Insurance Company Ltd

## Proposal Form

Mr/Mrs/Miss/Ms		First Names	
Surname			
Address			
Post Code			
Date of Birth	Telephone		
	Home	Work	
Occupation	Email Address		
What date do you wish cover to commence?			

### **SECTIONS 1 & 2 – VINTAGE TRACTORS & ASSOCIATED IMPLEMENTS and/or TRAILERS**

Annual premium for Third Party cover is £32.75 (inc 5% IPT) per vintage tractor  
The annual premium for Accidental Damage Fire and Theft cover is £3.90 (inc 5% IPT) per £1,000 sum insured

All policies automatically include £5,000,000 Third Party cover, which includes Road Traffic Act and passenger liability together with Motor Legal Expenses (uninsured loss recovery). Please indicate if Accidental Damage Fire and Theft cover is required.

Third Party cover is automatically included for associated implements and trailers and the like which are used in conjunction with the vintage tractor  
**THEY DO NOT NEED TO BE SPECIFIED ON THE SCHEDULE UNLESS ACCIDENTAL DAMAGE FIRE AND THEFT COVER IS REQUIRED**

Please give details below (if there is insufficient space continue on a separate piece of paper)

Year of Make	Make & Model of vintage tractor or implement or trailer	Serial Number	Registration No (if any)	Accidental Damage Fire & Theft cover	
				Is cover Required?	If 'Yes' Sum Insured
				Yes / No	
				Yes / No	
				Yes / No	
				Yes / No	
				Yes / No	
				Yes / No	

### **SECTION 3 – ROAD TRAILERS** (Annual premium £8.25 (inc 5% IPT) per £1,000 value. Minimum annual premium per trailer £24.75 inc 5% IPT)

Do you wish to insure your Road Trailer Yes / No

If 'Yes' please complete the following in respect of the trailer: -

Make / Model \_\_\_\_\_ Identification/VIN/Serial No \_\_\_\_\_

Year of Make \_\_\_\_\_ Sum Insured £ \_\_\_\_\_

**SECTION 4 – HOME WORKSHOP**

Do you wish to take out cover for your home workshop? Yes / No

If "Yes" give details below of the sums insured required: -

Buildings – standard construction (sum insured to represent the current rebuilding cost) Premium Rate £7.15 (inc 5% IPT) per £1000 £ \_\_\_\_\_

Buildings – non standard construction (sum insured to represent the current rebuilding cost) Premium Rate £14.30 (inc 5% IPT) per £1000 £ \_\_\_\_\_

Workshop machinery (sum insured to represent cost of replacement with similar age and condition) Premium Rate £7.15 (inc 5% IPT) per £1000 £ \_\_\_\_\_

Tools and Equipment (sum insured to represent the cost of replacement as new) Premium Rate £7.15 (inc 5% IPT) per £1000 £ \_\_\_\_\_

Stock of spare parts and stock of raw materials (sum insured to represent the cost of replacement) Premium Rate £7.15 (inc 5% IPT) per £1000 £ \_\_\_\_\_

**SECTION 5 – PRODUCTS LIABILITY** Do you require Products Liability cover? (Premium £24.90 inc 5% IPT) Yes / No**SECTION 6 – PERSONAL ACCIDENT** Note: If either a) or b) is taken cover for volunteer and unpaid helpers is automatically included

a) Do you wish to take out cover for yourself? (Premium £18.00 inc 5% IPT) Yes / No

b) Do you wish to take out cover for your family? (Premium £18.00 inc 5% IPT) Yes / No

**SECTION 7 – KEYSTART MOTOR LEGAL EXPENSES** Automatically included without charge**MONTHLY PREMIUM PAYMENT** (only for premiums over £100)

Would like to pay your premium by monthly direct debit? Yes / No

If 'Yes' please give: -  
Account Name:  
Bank Sort Code:  
Bank Account Number:**LAW APPLICABLE TO THE POLICY:** The parties to the Policy have the right to choose the law applicable to the Policy. Unless the parties agree otherwise in writing any dispute concerning the interpretation of this Proposal or the Policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the Courts of England and Wales**GENERAL QUESTIONS and PROPOSER'S DECLARATION**

1. In respect of the insurance now proposed have you ever held insurance before? Yes / No

If "Yes" please state: - Name of Insurer \_\_\_\_\_ Policy Number \_\_\_\_\_

2. During the last three years have you suffered any loss or damage whether covered by insurance or not? Yes / No

If "Yes" please give details

3. During the last three years have any claims been made against you? Yes / No

If "Yes" please give details

It is your duty to disclose all material facts to underwriters. A material fact is one that may influence an Underwriter's judgment in the consideration of your proposal. If you are in any doubt as to whether a fact is material you should disclose it. A copy of the proposal should be retained by you for your records.

I/we declare that the statements and particulars contained in this proposal are true and that I/we have not misstated or suppressed any material facts. I/we agree that this proposal together with any other information supplied by me/us shall form the basis of any contract of insurance effected thereon. I/we undertake to inform Underwriters of any material alteration to these facts occurring before completion of the contract of insurance.

RSA will treat your personal data fairly and lawfully in accordance with the Data Protection Act 1998

I/we understand that you may pass the information on this form and about any incident I/we may give details of to IDS Ltd and ABI so that they can make it available to other insurers. I/we also understand that, in response to any searches you may made connection with this application, IDS Ltd and ABI may pass information it has received from other insurers about incidents anyone insured to drive the vehicle covered under the policy have been involved in.

It is an offence under the Road Traffic Act to make any false statement or withhold any material information for the purpose of obtaining a Certificate of Motor Insurance

I/we agree that this Declaration, whether signed by me/us or caused to be signed for me/us, shall form the basis of the contract between Royal &amp; Sun Alliance Insurance plc and myself/ourselves.

**Signature of Proposer****Date**Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St Marks Court, Chart Way, Horsham, West Sussex RH12 1XL  
Authorised and regulated by the Financial Services Authority**Walker Midgley**  
Insurance Brokers Ltd.Authorised and regulated by the Financial Services Authority  
Yorkshire Bank Chambers, Fargate, Sheffield S1 2HD  
Tel 0114 250 2770 Fax 0114 250 2777 www.walkermidgley.co.uk