



Motor Vehicle Insurance Policy Wording

FJ/PB/MVI/01/03/2017/V1203

POWERED BY



Part of the Towergate Group



Motor Vehicle Insurance

This Policy is arranged by Footman James. Footman James is a trading name of Towergate Underwriting Group Limited, which is authorised and regulated by the Financial Conduct Authority. Towergate Underwriting Group Limited's FCA regulated number is 313250. **You** can check this by viewing the FCA website at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Any reference to '**We**', '**Us**' and '**Our**' are to the insurer named on both the **Schedule** and **Certificate of Motor Insurance**.

This is **Your** motor vehicle insurance document. Read this booklet, the **Schedule** and **Certificate of Motor Insurance** carefully and keep them in a safe place. If **You** have any questions about any of **Your** motor vehicle insurance documents, contact **Your** insurance broker Footman James.

Your Right to Cancel

If this insurance does not meet **Your** needs, **You** can cancel it within 14 days of receiving **Your** documents or within 14 days of the start date of **Your** policy, whichever is later. If **You** have not made a claim for a total loss under the policy, and **You** confirm that **You** do not know about any incident which may give rise to a claim, **You** will receive a return of any premium **You** have paid less:

- a charge for the number of days **You** have had cover for plus insurance premium tax; or
- £15 plus insurance premium tax; whichever is more.

If **You** want to cancel **Your** cover after 14 days, the cancellation terms set out in the general conditions of this policy document will apply. **You** will also have to pay any cancellation charges made by Footman James. Please see Footman James' documents for details of those charges. Please note that after 14 days, FJ+ Covers (Section 7) cannot be cancelled independently of the **Main Insurance Policy** and **You** are unable to reduce **Your** cover mid-term. If **You** wish to upgrade **Your** FJ+ covers mid-term and there is an upgrade option available, **You** will need to pay the full difference in premium plus Footman James' administration fee. Unless **We** have agreed otherwise with **You**, English law will govern this insurance.

Complaints

If **You** have cause to complain, please phone Footman James on 0333 207 6000 or write to the Director at Footman James. **You** can find the address on the front page of **Your** policy documents. Footman James will send **You** details of who will be dealing with **Your** complaint. If **You** would like a copy of Footman James' complaints procedure, phone 0333 207 6000 or write to the address shown on the front of **Your** policy documents. If **Your** complaint needs a response from **Us**, Footman James will send **Us** details of **Your** complaint and give **You Our** contact details. If **You** would like a copy of **Our** complaints procedure, please write to **Us** at the address shown in **Your Certificate of Motor Insurance**. Footman James can also give **You Our** address and phone number.

If **You** are still not satisfied after receiving a final decision, **You** may be able to refer **Your** complaint within 6 months to the Financial Ombudsman Service. To refer **Your** complaint, please write to:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. Phone: 0800 023 4567 (from landlines) or 0300 123 9123 (from mobiles)

Email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

These actions do not affect **Your** rights to take legal action if necessary.

Motor Vehicle Insurance

This Document is a legally binding contract of Insurance between **You** (the Insured) and **Us** (the Insurer). The contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. **You** must make sure that all of the information **You** have provided in the proposal form, over the phone, in claim forms and in other documents is true, complete and accurate. If **You** provide incomplete, false or misleading information, **Your** insurance may not be valid. This may mean that **We** do not pay all or part of any claim, cancel **Your** policy or treat **Your** policy as if it never existed. **We** have agreed to insure **You** under the terms, conditions and exceptions contained in this booklet or in any **Endorsement** applying to this booklet.

The insurance provided by this document covers loss, damage or injury that happens during any **Period of Insurance** for which **You** have paid, or agreed to pay the premium.

Financial Services Compensation Scheme

We and Footman James are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** (or they) cannot meet **Our** (or their) liabilities under this insurance. This depends on the type of business and the

circumstances of the claim. **You** can get more information about the compensation scheme arrangements from the FSCS website at www.fscs.org.uk or by writing to the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU.

Data Protection Notice

It is a condition of this insurance that **You** read and accept the terms in this data protection notice. **You** should show this notice to anyone covered by the insurance. This notice explains how **We** may use **Your** details and tells **You** about the systems and lists **We** (and others) have in place to detect and prevent fraud. All information about **You** of a sensitive or personal nature will be treated as private and confidential. **We** and Footman James (hereafter '**We, Us, Our**') 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 which are in, or are associated with, **Our** group. **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 may be monitored and/or recorded.

Motor Insurance Database

Information about **Your** insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the information stored on it may be used by certain legal or authorised bodies (including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies authorised by law) for purposes including but not limited to electronic licensing, continuous insurance enforcement, law enforcement (preventing, detecting, apprehending and prosecuting offenders), providing government services and other services aimed at reducing uninsured driving. If **You** are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and the MIB may search the MID to get relevant information. People (including their appointed representatives) considering or making a claim after a road traffic accident (including citizens of other countries) can also get relevant information which is held on the MID. It is vital that the MID holds **Your** correct registration number. If it is not shown correctly on the MID, there is a risk that **Your Vehicle** could be seized by the police. **You** can check that **Your** correct vehicle details are on the MID by visiting the website at www.askmid.com. **You** should show this notice to anyone insured to drive the vehicle covered under the policy.

Preventing and detecting fraud

Fraudulent insurance applications and claims increase premiums for all policyholders. To prevent and detect insurance-related fraud **We** may check **Your** details with national fraud prevention agencies and databases including Insurance Hunter, Motor Insurance Anti Fraud and Theft Register, Claims and Underwriting Exchange and the Motor Insurance Database. If **You** give **Us** false or inaccurate information and **We** identify fraud, **We** will pass **Your** details to fraud protection agencies. Law enforcement agencies may also access and use this information. Insurers and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit-related or other facilities;
- managing credit and credit-related accounts or facilities;
- recovering debt;
- checking details on proposals and claims for all types of insurance; and
- checking details of job applicants and employees.

Please contact **Us** if **You** would like details of the agencies **We** use.

We and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies.



Contents

| | | | |
|---|----|---|----|
| Your Right to Cancel | 2 | Exceptions to Section 2 | 14 |
| Complaints | 2 | Section 3: Medical expenses | 15 |
| Motor Vehicle Insurance | 3 | Section 4: Personal accident benefits | 15 |
| Financial Services Compensation Scheme | 3 | Section 5: Personal belongings | 16 |
| Data Protection Notice | 3 | Section 6: Hotel or travel expenses | 16 |
| Motor Insurance Database | 4 | Section 7: FJ+ Covers | 17 |
| Preventing and Detecting Fraud | 4 | No Claims Discount | 25 |
| Definitions | 6 | General Terms | 27 |
| Cover | 7 | General Exceptions | 28 |
| Use | 7 | General Conditions and Cancellation Terms | 30 |
| Section 1: Liability to others | 8 | Important Notice and Changes to Your Information | 32 |
| Exceptions to Section 1 | 10 | Limited Mileage | 32 |
| Section 2: Loss or damage to Your Vehicles | 11 | Endorsements | 33 |



Definitions

Accessories & Spare Parts

Items which are for **Your Vehicle** only and are in or attached to **Your Vehicle**, or in **Your** home, or **Private Garage**, at the time of the loss or damage.

Certificate of Motor Insurance

A document which is legal evidence of **Your** insurance and forms part of the contract of motor insurance. It must be read with this document.

Endorsement

A change in the terms of this insurance. An **Endorsement** replaces the relevant wording in this document and is printed on, or issued with, the most recent **Schedule**.

Excess

An amount **You** must pay towards the cost of a claim under this insurance.

Main Insurance Policy

The motor insurance policy issued by Footman James.

Period of insurance

The period covered by this insurance (as shown in the **Schedule**) and any further period **We** accept **Your** premium for.

Private Garage

A garage located at **Your** home address or any other garage that **You** own or rent.

Schedule

The document showing the vehicle **We** are insuring, the cover which applies, the insured, the insurer, the document number, the premium and any **Endorsement** that applies. The latest **Schedule** forms part of the contract of motor insurance.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands (Jersey, Guernsey and Alderney).

We, Us and Our

The insurer named on both the **Schedule** and the **Certificate of Motor Insurance**.

You, Your

The person named as 'the insured' in the **Schedule** and as 'the policyholder' in any **Certificate of Motor Insurance** or renewal notice applying to this insurance.

Young or Inexperienced Drivers

Drivers aged under 25 years, or drivers aged 25 or over and have held a full UK or EU driving licence for less than 12 months, or holds a provisional or a full licence issued by a country outside the European Union.

Your Vehicle

The insured vehicle specified in the **Schedule** or described in the current **Certificate of Motor Insurance**.

Cover

The cover You have

Your Schedule shows **You** what cover **You** have. The different types of cover, and the Sections that apply to each type of cover, are listed below.

- Comprehensive - Section 1, Section 2, Section 3, Section 4, Section 5 and Section 6 apply. FJ+ Covers (Section 7) and FJ+ Additional Products only apply if they are listed on **Your policy Schedule**.
- Third party, fire and theft (shown as TPFT) - Section 1, Section 2 (except accidental or malicious damage and vandalism) apply. FJ+ Covers (Section 7) and FJ+ Additional Products only apply if they are listed on **Your policy Schedule**.
- Third party only (shown as TPO) - Section 1 applies. FJ+ Covers (Section 7) and FJ+ Additional Products only apply if they are listed on **Your policy Schedule**.
- Damage, fire and theft (shown as DFT) - Section 2 applies. FJ+ Covers (Section 7) and FJ+ Additional Products only apply if they are listed on **Your policy Schedule**.

The general terms, conditions and exceptions apply to all Sections of the insurance.

Use

The insurance only covers Your Vehicle if it is being used in the way specified in Your Certificate of Motor Insurance, policy Schedule or any Endorsement that applies. The following uses are not covered:

- Racing, pacemaking, being in any contest or speed trial, or any reliability testing on **Your Vehicle** (apart from road-safety rallies and treasure hunts);
- Being trackside (in the restricted area or on the track) at a motor racing circuit, unless **You** have told **Us** about this and **We** have agreed;
- Any purpose connected with the motor trade, unless this use is described as allowed in **Your Certificate of Motor Insurance**;
- Hiring out **Your Vehicle** in return for money;
- Carrying passengers or goods in return for money (except if a mileage allowance is paid to **You** for official or agreed business duties in connection with **Your** job or for a social service;
- Use on any derestricted toll road, including The Nurburgring.

Section 1 - Liability to others

Driving Your Vehicle

We will insure **You** for all the amounts **You** may be legally liable to pay for:

- death of or injury to another person; or
- damage to property;

as a result of any accident **You** have while **You** are driving, using, or in charge of **Your Vehicle**.

Driving other vehicles

We will also provide the cover shown above (only if this is shown in **Your Certificate of Motor Insurance**), while **You** are driving any private car that **You** do not own and have not hired under a hire-purchase or leasing agreement, as long as **You** have the owner's permission to drive the car. This extension does not cover **You** to arrange the release of a motor car which has been seized by or on behalf of any government or public authority. (The only car **You** can arrange release of is the actual vehicle this policy applies to).

Under this section **You** are not insured against the following:

- Any loss or damage to the vehicle **You** are driving;
- Any event which happens outside the **United Kingdom**;
- Any event which happens when the insurance is not in the name of an individual person;
- Any liability if **You** no longer have the insured vehicle;
- Any liability if **You** are covered by any other insurance to drive the vehicle.

Other people driving or using Your Vehicle

The following people are also insured:

- Any person **You** allow to drive or use **Your Vehicle**, as long as this is allowed by **Your** current **Certificate of Motor Insurance** and has not been excluded by an **Endorsement**, exception or condition;
- Any person who causes an accident while travelling in or getting into or out of **Your Vehicle**, as long as **You** ask **Us**, after the accident, to cover the person.

Static Display

We will provide cover when **Your Vehicle** is part of a static display (where it is parked and not being driven).

Rallies

We will provide cover when **Your Vehicle** is being used in connection with local, national or international rallies organised by owners' clubs which are recognised by the Driver and Licensing Agency (DVLA). This cover does not apply to any rally that includes racing, pacemaking, or being in any contest or speed trial.

Limits of cover for property damage

For any property damage claim or series of claims arising out of one incident, including for any direct or indirect loss, the most **We** will pay is £25,000,000 in total (£20,000,000 for damage and £5,000,000 for costs). If a claim for property damage is made against more than one person covered by this insurance, **We** will first deal with any claim made against **You**. If a number of claims are made against **You** for property damage arising out of any one cause, **We** may pay **You** up to £20,000,000, less any amount **We** have already paid as compensation. When **We** pay this amount, **We** will not take any further action connected with settling claims from that one cause. **We** will pay any legal costs and expenses that have been run up with **Our** permission, up to the time **We** stop dealing with the claims.

Costs and expenses

Legal costs

If **We** first agree in writing, **We** will pay:

- solicitor's costs for anyone **We** insure to be represented at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction;
- unlimited costs for legal services to defend anyone **We** insure against any prosecution arising from any death; and
- all other legal costs and expenses **We** agree to.

We will only pay these legal fees if they arise from an accident that is covered under this insurance.

Business use

If **Your Certificate of Motor Insurance** allows **You** to use **Your Vehicle** for business use, **We** will insure **Your** employer or business partner against the events shown above under 'Driving **Your Vehicle**' while **You** are working for that employer or partner but not while **You** are using a vehicle provided by the employer or partner, unless that vehicle is shown in the **Schedule**.

Legal personal representatives

After the death of anyone who is covered by this insurance, **We** will deal with any claim made against that person's estate, as long as the claim is covered by this insurance.

Emergency medical treatment

We will pay for emergency medical treatment that is needed after an accident involving any vehicle which this insurance covers. If this is the only payment **We** make, it will not affect **Your** no-claim bonus.

Towing

Under this section **We** will insure **You** while any vehicle covered by this insurance is towing a caravan, trailer or a broken-down vehicle (as allowed by law). **We** will not pay any claim arising from the following:

- Damage to or loss of the towed caravan, trailer or broken-down vehicle;
- Damage to or loss of any property being carried in or on the towed caravan, trailer or broken-down vehicle;
- A caravan, trailer or broken-down vehicle being towed in return for a payment;
- More than one caravan, trailer, or broken-down vehicle being towed at a time.

We will only provide this cover if:

- the caravan, trailer or broken-down vehicle is properly secured to **Your Vehicle** by towing equipment made for that purpose; and
- the method of towing the caravan, trailer or broken-down vehicle stays within the manufacturer's recommended towing limits and any other relevant law.

Exceptions to Section 1

This section of Your insurance does not cover the following:

- Anyone covered by any other insurance;
 - Loss of or damage to any property belonging to (or in the care of) anyone **We** insure and who is making a claim under this part of the insurance;
 - Loss of or damage to any vehicle covered under this insurance;
 - Death of or injury to any person arising out of, and in the course of, their work for **You** or any other person claiming under this insurance.
- This does not apply if **We** need to provide cover under a relevant law.

Section 2 - Loss or damage to Your Vehicle

This cover only applies to Your Vehicle

We will insure **Your Vehicle** against loss or damage caused by:

- accidental or malicious damage and vandalism;
- fire (including **Your Vehicle** bursting into flames), lightning and explosion; or
- theft or attempted theft, or **Your Vehicle** being taken away without **Your** permission.

For a claim under this section **We** may either:

- pay for the damage to be repaired;
- pay an amount of cash for **You** to replace the lost or damaged item; or
- replace the lost or damaged item.

You must first pay any **Excess** shown in the **Schedule**.

The most **We** will pay will be either:

- the market value of **Your Vehicle** immediately before the loss, up to the value shown in the **Schedule**; or
 - the cost of repairing the vehicle;
- whichever is less.

We will not pay the cost of any repair or replacement which improves **Your Vehicle** or accessories to a better condition than they were in before the loss or damage. If this happens, **You** must pay a contribution towards the cost of the repair or replacement. This contribution would be on top of any **Excess** **You** have to pay.

Transport after an accident

If **Your Vehicle** cannot be driven after an accident, **We** will pay the cost of taking **Your Vehicle** to the nearest suitable repairer and returning it to **Your** last known address after the repair. Do not try to move the vehicle if this could increase the damage. If damage is caused as a result of **You** trying to move **Your Vehicle**, **We** will not pay any extra cost arising from that damage.

Children's Car Seats

If **You** have children's car seats fitted in **Your Vehicle** and the vehicle is involved in an accident or damaged as a result of fire or theft, **We** will pay up to £250 (after taking off any **Excess** that applies to **Your** policy) towards the cost of replacing them, even if they do not seem to be damaged. To be able to claim for **Your** children's seats, **You** must also provide evidence that **Your Vehicle** has been damaged or stolen.

Repairs

If **Your Vehicle** is damaged in a way which is covered by this insurance, phone the Motor Insurance Accident Helpline on the number shown in the list of emergency helplines **We** sent with **Your** insurance documents or contact Footman James.

Write-off (total loss)

If **Your Vehicle** is considered to be a write-off (that is, if the cost of repairs is greater than the market value of the vehicle), **We** will offer **You** an amount as compensation. This insurance for **Your Vehicle** will end when **You** accept that offer. If **We** ask, **You** must return the **Certificate of Motor Insurance** and the **Schedule** before **We** pay the compensation. The vehicle then becomes **Our** property. **We** will let the insurance continue on a replacement vehicle as long as the details of **Your** new vehicle are acceptable.

Storing the vehicle after it becomes a write-off

If **Your Vehicle** is considered to be a write-off, **We** may store it in a safe place while **We** are arranging to pay **You**.

Financial interest

If the vehicle is a write-off and it belongs to someone else or is under a hire-purchase or leasing agreement, **We** will normally pay up to the market value of the vehicle to the vehicle's legal owner.

Windscreen damage (comprehensive cover only)

You may claim for damage to **Your Vehicle**'s windscreen or windows, and for any bodywork scratched by broken glass from the window or windscreen. This cover does not apply to damaged sunroofs, roof panels, lights or reflectors, whether glass or plastic.

- If the replacement is carried out by a windscreen repairer approved by **Us**, **You** will have unlimited cover and will only have to pay the **Excess** shown on **Your** policy **Schedule**. **You** should phone the windscreen helpline shown in the list of emergency helplines **We** sent with **Your** insurance documents;
- If the glass is repaired by an approved windscreen repairer, **You** will have unlimited cover and will not have to pay anything yourself;
- If the repair or replacement is carried out by any other repairer, **You** will have to pay the windscreen **Excess** shown on **Your** policy **Schedule** and there may be a limit to the amount **We** will cover. The cover limit will be shown on **Your** policy **Schedule**;

If **We** pay under this part, this will not affect **Your** no-claim bonus.

New car replacement

If **You** car is less than one year old from the date of **You** buying it as new and it is either:

- stolen or lost and not recovered; or
- damaged so that repairs will cost more than 50% of the manufacturer's recommended retail price (including taxes);

We will replace **Your** car with a new car of the same make, model and specification, if one is available. If one is not available, **We** will pay the amount **You** bought the vehicle for or the current manufacturer's recommended retail price (including taxes), whichever is less. The lost or damaged car will then belong to **Us**. **We** will only provide this cover for a new vehicle if **You** ask for it and anyone with a financial interest in the car agrees. The insurance must be in the name of a person, not a company or partnership.

Excesses

If an **Excess** is shown for this section in the **Schedule**, **You** have agreed to pay that amount towards each and every claim for loss or damage.

Extra Excesses for Young or Inexperienced Drivers

If **Your Vehicle** is damaged while a young or inexperienced person (including **You**) is driving, **You** will have to pay an extra **Excess** on top of any other **Excesses** which **You** may have to pay towards a claim. The extra amount **You** will have to pay will be shown on **Your** policy **Schedule**. **You** will not have to pay the extra **Excess** if the loss or damage is caused by fire or theft.

When Your Vehicle is being serviced

The cover provided under this section will still apply when **Your Vehicle** is being serviced or repaired. While the vehicle is in the hands of the motor trade for a service or repair **We** ignore any restrictions on driving or use (as shown in **Your Certificate of Motor Insurance**).

Loss of or damage to other vehicles

We will not cover loss of or damage to any vehicle which **You** are driving or using and which **You** do not own, **You** are not buying under a hire-purchase agreement or is not leased to **You** (unless that vehicle is shown in the **Schedule**).

Exceptions to Section 2

This section of Your insurance does not cover the following:

- The amount of any **Excess** shown in the **Schedule** or on the insurance documents, or both.
- An amount as compensation for **You** not being able to use **Your Vehicle** (including the cost of hiring another vehicle).
- Wear and tear of **Your Vehicle**.
- Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment.
- The vehicle's value reducing, including loss of value as a result of damage, whether repaired or not.
- Repairs or replacements which improve the condition of the vehicle.
- Damage to tyres, unless caused by an accident to **Your Vehicle**.
- Damage due to liquid freezing in the cooling system, unless **You** have taken reasonable precautions as set out in the vehicle manufacturer's instructions.
- Any loss or expense due to bad workmanship.
- If the vehicle manufacturer or its agent can't supply a part or accessory from stock in the UK, any amount above the last known list price of the part or accessory plus the reasonable cost of fitting it.
- Loss or damage by someone getting **Your Vehicle** by fraud or deception.
- Loss resulting from the vehicle being repossessed and returned to its rightful owner.
- Loss of or damage to **Your Vehicle**, its accessories and spare parts or its contents by theft or attempted theft, or by a person taking and driving it without **Your** permission, if:
 - it has been left unlocked;
 - it has been left with the keys in it;
 - it has been left with the windows, sunroof or roof panel open; or
 - reasonable precautions have not been taken to protect **Your Vehicle**.
- Loss of or damage to **Your Vehicle** if it has been taken or driven without **Your** permission by a member of **Your** family or household, unless **You** report that person to the police for taking **Your Vehicle** without **Your** permission.
- Loss of or damage to **Your Vehicle** as a result of it being confiscated, disposed of or destroyed by or under the order of any government, public authority or local authority.
- Loss of or damage to **Your Vehicle** caused by, or as a result of mis-fuelling.

Section 3 - Medical expenses

We will pay up to £250 per person for the medical expenses of anyone who is injured while they are in **Your Vehicle** as a result of an accident involving **Your Vehicle**.

Section 4 - Personal accident benefits

We will pay the following amounts if **You** or **Your** husband or wife or **Your** civil partner are involved in a road traffic accident involving **Your Vehicle** which, within three months, results in **You** or them dying, losing a limb (arm or leg) or becoming blind in one or both eyes.

| Type of injury | Amount We will pay |
|---|--------------------|
| Death | £5000 |
| Loss of any limb | £5000 |
| Permanent blindness in one or both eyes | £5000 |

The injury, death, loss of limb or blindness must:

- be directly connected with the accident; or
- have happened when **You** or **Your** husband or wife or **Your** civil partner were travelling in, or getting into or out of, any other private motor vehicle.

The most **We** will pay for any one person is £5000 per claim.

We will make the payment to **You** or **Your** legal personal representative. If **You** or **Your** husband or wife or **Your** civil partner have the same cover under any other insurance contract with **Us**, **We** will only pay out under one contract.

This personal accident benefit does not apply to:

- death or injury caused by suicide or attempted suicide, a disease **You** would have had anyway or a condition or disability **You** already had; or
- death or injury while **You** or **Your** husband or wife or **Your** civil partner are under the influence of drugs or alcohol; or
- death of or loss to any person not wearing a seatbelt when required by law.

Section 5 - Personal belongings

We will cover loss of or damage to clothing and personal belongings caused by fire, theft, attempted theft or an accident while they are in or on **Your Vehicle**. The most **We** will pay for any one event is £200. **We** will also pay up to an extra £200 to include personal belongings that are branded with the manufacturer or model of **Your Vehicle**. If the items which have been lost or damaged do not belong to **You**, **You** may ask **Us** to pay the benefit to the actual owner. If the owners accept **Our** payment, this will prove that **We** have paid the claim.

This personal belongings cover does not apply to:

- Money, credit or debit cards, stamps, tickets, vouchers, documents or securities (such as share certificates);
- Goods or samples carried in connection with any trade or business;
- Wear, tear and loss in value;
- Property left in a convertible or cabriolet car or a car with a removable hard top unless it is stored in a locked boot or locked glove compartment;
- Property **You** leave in **Your Vehicle** when it is unoccupied, and:
 - **Your Vehicle** is unlocked;
 - The windows or sunroof are open; or
 - The keys are inside or on **Your** classic car;
- Loss or damage to mobile phone or electronic navigation equipment;

Section 6 – Hotel or travel expenses

If **Your** classic car cannot be driven after an accident or loss covered by this policy, **We** will pay:

- Up to £50 for each person travelling in **Your Vehicle** to stay in a hotel for one night if **You** cannot continue **Your** journey until the next day; or
- Travel expenses of up to £100 in total for everyone who was travelling with **You** in **Your Vehicle**.

The most **We** will pay for any one event is £100. **Your Excess** does not apply to this part of the policy.



Section 7 - FJ+ Covers

Shows & Events

(**Your Schedule** will confirm if this cover is in force)

This policy covers **You** to take part in rallies, shows and events as long as there is no racing, pacemaking, speed-testing or time trials involved and the vehicle is not used for hire and reward.

Salvage Retention

(**Your Schedule** will confirm if this cover is in force)

Under Section 2 – Loss of or damage to **Your Vehicle**, if **Your Vehicle** is considered a write-off (that is, if the cost of repairs is greater than the market value of the vehicle), **You** will have the option to retain the salvage of the insured vehicle. This option is offered at the time of the loss. This will be salvage category dependent and only applies if the vehicle is deemed a Category C or D write-off. The cost of the salvage is deducted from the payment made to **You** (if applicable) upon settlement of the claim.

European Motoring

(**Your Schedule** will confirm if this cover is in force)

This policy provides the minimum cover **You** need by law to allow **You** to use **Your Vehicle** in any country which is a member of the EU and in any country which meets the insurance conditions of, and are approved by, the Commission of the European Union.

Your policy will also provide the cover **You** have chosen ('Comprehensive', 'Third Party, Fire and Theft' and 'Third Party Only') when **You** visit Iceland, Norway, Switzerland (including Liechtenstein) or any country which is a member of the European Union. There is no limit on the number of trips **You** can make in any **Period of Insurance**, but each trip must be for no more than 35 days. This cover only applies if **Your** permanent home is in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, and **You** return to the UK within 35 days.

If **You** want to travel to any other country, **You** must tell Footman James. If **We** agree to cover **You**, **You** must pay **Us** any extra premium **We** ask for. **We** will then extend cover as follows.

Insurance cover

This insurance is extended to apply to claims arising:

- in any country which **We** have agreed to provide cover for; and
- while the vehicle is being transported (including loading and unloading) between ports in countries where **You** have cover, as long as the vehicle is being transported by rail or by a recognised sea route, for 65 hours or less.

Customs duty and other charges

If **Your Vehicle** suffers any loss or damage covered by this insurance while it is in any country **We** have agreed to provide cover for, **We** will refund any customs duty **You** have to pay after temporarily importing **Your Vehicle** into any of the countries where **You** have cover.

European Motoring 90

(**Your Schedule** will confirm if this cover is in force)

This policy provides the minimum cover **You** need by law to allow **You** to use **Your Vehicle** in any country which is a member of the EU and in any country which meets the insurance conditions of, and are approved by, the Commission of the European Union.

Your policy will also provide the cover **You** have chosen ('Comprehensive', 'Third Party, Fire and Theft' and 'Third Party Only') when **You** visit Iceland, Norway, Switzerland (including Liechtenstein) or any country which is a member of the European Union. There is no limit on the number of trips **You** can make in any **Period of Insurance**, but each trip must be for no more than 90 days. This cover only applies if **Your** permanent home is in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, and **You** return to the UK within 90 days.

If **You** want to travel to any other country, **You** must tell Footman James. If **We** agree to cover **You**, **You** must pay **Us** any extra premium **We** ask for. **We** will then extend cover as follows.

Insurance cover

This insurance is extended to apply to claims arising:

- in any country which **We** have agreed to provide cover for; and
- while the vehicle is being transported (including loading and unloading) between ports in countries where **You** have cover, as long as the vehicle is being transported by rail or by a recognised sea route, for 65 hours or less.

Customs duty and other charges

If **Your Vehicle** suffers any loss or damage covered by this insurance while it is in any country **We** have agreed to provide cover for, **We** will refund any customs duty **You** have to pay after temporarily importing **Your Vehicle** into any of the countries where **You** have cover.

European Motoring 180

(**Your Schedule** will confirm if this cover is in force)

This policy provides the minimum cover **You** need by law to allow **You** to use **Your Vehicle** in any country which is a member of the EU and in any country which meets the insurance conditions of, and are approved by, the Commission of the European Union.

Your policy will also provide the cover **You** have chosen ('Comprehensive', 'Third Party, Fire and Theft' and 'Third Party Only') when **You** visit Iceland, Norway, Switzerland (including Liechtenstein) or any country which is a member of the European Union. Each trip must be for no more than 180 days. This cover only applies if **Your** permanent home is in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, and **You** return to the UK within 180 days.

If **You** want to travel to any other country, **You** must tell Footman James. If **We** agree to cover **You**, **You** must pay **Us** any extra premium **We** ask for. **We** will then extend cover as follows.

Insurance cover

This insurance is extended to apply to claims arising:

- in any country which **We** have agreed to provide cover for; and
- while the vehicle is being transported (including loading and unloading) between ports in countries where **You** have cover, as long as the vehicle is being transported by rail or by a recognised sea route, for 65 hours or less.

Customs duty and other charges

If **Your Vehicle** suffers any loss or damage covered by this insurance while it is in any country **We** have agreed to provide cover for, **We** will refund any customs duty **You** have to pay after temporarily importing **Your Vehicle** into any of the countries where **You** have cover.

Spare Parts

(**Your Schedule** will confirm if this cover is in force)

Your Vehicle's spare parts and fitted accessories (including the maker's tool kit and vehicle's safety equipment) are insured up to £250 against loss and/or damage caused by:

- accidental or malicious damage and vandalism;
- fire (including **Your Vehicle** bursting into flames), lightning and explosion; or
- theft or attempted theft, or **Your** spare parts and fitted accessories being taken away without **Your** permission.

This applies to spare parts which are used in connection with **Your Vehicle** and to fitted accessories which are kept in or on **Your Vehicle** and fall within the cover limits, providing that they are kept in **Your** locked **Private Garage** or other locked building that **You** have told **Us** about.

To make a claim for the above **You must**:

- Keep **Your** spare parts and vehicle accessories in a locked garage or building that **You** have told **Us** about.
- Ensure fitted accessories are permanently attached to **Your Vehicle**.

For a claim under **Spare Parts** We may either:

- Pay for the damage to be repaired;
- Pay an amount of cash for **You** to replace the lost or damaged item; or
- Replace the lost or damaged item.

You must first pay any **Excess** shown in the **Schedule**.

The most **We will pay** will be either:

- The market value of **Your** spare parts and accessories immediately before the loss, up to the cover limits; or
- The cost of repairing the spare parts and accessories;

Whichever is less.

We will not pay the cost of any repair or replacement which improves **Your Vehicle** or accessories to a better condition than they were in before the loss or damage. If this happens, **You** must pay a contribution towards the cost of the repair or replacement. This contribution would be on top of any **Excess** **You** have to pay.

Spare Parts 2

(**Your Schedule** will confirm if this cover is in force)

Your Vehicle's spare parts and fitted accessories (including the maker's tool kit and vehicle's safety equipment) are insured up to £2000 against loss and/or damage caused by:

- accidental or malicious damage and vandalism;
- fire (including **Your Vehicle** bursting into flames), lightning and explosion; or
- theft or attempted theft, or **Your** spare parts and fitted accessories being taken away without **Your** permission.

This applies to spare parts which are used in connection with **Your Vehicle** and other vehicles that **You** own (other vehicles that are owned by and registered to **You**, but not insured by this policy) and to fitted accessories which are kept in or on **Your Vehicle** and fall within the cover limits, providing that they are kept in **Your** locked **Private Garage** or other locked building that **You** have told **Us** about.

To make a claim for the above **You** must:

- Keep **Your** spare parts and vehicle accessories in a locked garage or building that **You** have told **Us** about.
- Ensure fitted accessories are permanently attached to **Your Vehicle**.

This cover is also provided in the same way for spare parts and accessories taken temporarily away from the home address up to a limit of £2000.

For a claim under Spare Parts **We** may either:

- Pay for the damage to be repaired;
- Pay an amount of cash for **You** to replace the lost or damaged item; or
- Replace the lost or damaged item.

You must first pay any **Excess** shown in the **Schedule**.

The most **We** will pay will be either:

- The market value of **Your** spare parts and accessories immediately before the loss, up to the cover limits; or
- The cost of repairing the spare parts and accessories;

Whichever is less.

We will not pay the cost of any repair or replacement which improves **Your Vehicle** or accessories to a better condition than they were in before the loss or damage. If this happens, **You** must pay a contribution towards the cost of the repair or replacement. This contribution would be on top of any **Excess** **You** have to pay.

Spare Parts 5

(**Your Schedule** will confirm if this cover is in force)

Your Vehicle's spare parts and fitted accessories (including the maker's tool kit and vehicle's safety equipment) are insured up to £5000 against loss and/or damage caused by:

- accidental or malicious damage and vandalism;
- fire (including **Your Vehicle** bursting into flames), lightning and explosion; or
- theft or attempted theft, or **Your** spare parts and fitted accessories being taken away without **Your** permission.

This applies to spare parts which are used in connection with **Your Vehicle** and other vehicles that **You** own (other vehicles that are owned by and registered to **You**, but not insured by this policy) and to fitted accessories which are kept in or on **Your Vehicle** and fall within the cover limits, providing that they are kept in **Your** locked **Private Garage** or other locked building that **You** have told **Us** about.

To make a claim for the above **You must**:

- Keep **Your** spare parts and vehicle accessories in a locked garage or building that **You** have told **Us** about.
- Ensure fitted accessories are permanently attached to **Your Vehicle**.

This cover is also provided in the same way for spare parts and accessories taken temporarily away from the home address up to a limit of £2000.

For a claim under Spare Parts **We may either**:

- Pay for the damage to be repaired;
- Pay an amount of cash for **You** to replace the lost or damaged item; or
- Replace the lost or damaged item.

You must first pay any **Excess** shown in the **Schedule**.

The most **We will pay** will be either:

- the market value of **Your** spare parts and accessories immediately before the loss, up to the cover limits; or
- the cost of repairing the spare parts and accessories;

Whichever is less.

We will not pay the cost of any repair or replacement which improves **Your Vehicle** or accessories to a better condition than they were in before the loss or damage. If this happens, **You** must pay a contribution towards the cost of the repair or replacement. This contribution would be on top of any **Excess** **You** have to pay.

Spare Parts 10

(**Your Schedule** will confirm if this cover is in force)

Your Vehicle's spare parts and fitted accessories (including the maker's tool kit and vehicle's safety equipment) are insured up to £10,000 against loss and/or damage caused by:

- accidental or malicious damage and vandalism;
- fire (including **Your Vehicle** bursting into flames), lightning and explosion; or
- theft or attempted theft, or **Your** spare parts and fitted accessories being taken away without **Your** permission.

This applies to spare parts which are used in connection with **Your Vehicle** and other vehicles that **You** own (other vehicles that are owned by and registered to **You**, but not insured by this policy) and to fitted accessories which are kept in or on **Your Vehicle** and fall within the cover limits, providing that they are kept in **Your** locked **Private Garage** or other locked building that **You** have told **Us** about.

To make a claim for the above You must:

- Keep **Your** spare parts and vehicle accessories in a locked garage or building that **You** have told **Us** about.
- Ensure fitted accessories are permanently attached to **Your Vehicle**

This cover is also provided in the same way for spare parts and accessories taken temporarily away from the home address up to a limit of £2000.

For a claim under Spare Parts We may either:

- Pay for the damage to be repaired;
- Pay an amount of Cash for **You** to replace the lost or damaged item; or
- Replace the lost or damaged item.

You must first pay any **Excess** shown in the **Schedule**.

The most We will pay will be either:

- The market value of **Your** spare parts and accessories immediately before the loss, up to the cover limits; or
- The cost of repairing the spare parts and accessories;

Whichever is less.

We will not pay the cost of any repair or replacement which improves **Your Vehicle** or accessories to a better condition than they were in before the loss or damage. If this happens, **You** must pay a contribution towards the cost of the repair or replacement. This contribution would be on top of any **Excess You** have to pay.

Non-Standard Audio

(**Your Schedule** will confirm if this cover is in force)

Audio, visual and phone equipment permanently fitted in **Your Vehicle** is also insured against loss or damage, but **We** will only pay the market value of the equipment at the time of the loss or damage. **We** will only pay up to £750 for items which are not fitted as standard by **Your Vehicle's** manufacturer. **We** will not pay for loss of, or damage to cassettes, compact discs, minidiscs, DVD's or accessories used with the audio, visual or phone equipment.

For a claim under this section We may either:

- pay for the damage to be repaired;
- pay an amount of cash for **You** to replace the lost or damaged item; or
- replace the lost or damaged item.

You must first pay any **Excess** shown in the **Schedule**.

The most We will pay will be either:

- the market value of **Your** audio equipment immediately before the loss, up to the cover limit; or
- the cost of repairing the audio equipment; whichever is less.

We will not pay the cost of any repair or replacement which improves **Your Vehicle** or accessories to a better condition than they were in before the loss or damage. If this happens, **You** must pay a contribution towards the cost of the repair or replacement. This contribution would be on top of any **Excess** **You** have to pay.

Non-Standard Audio 2

(**Your Schedule** will confirm if this cover is in force)

Audio, visual and phone equipment permanently fitted in **Your Vehicle** is also insured against loss or damage, but **We** will only pay the market value of the equipment at the time of the loss or damage. **We** will only pay up to £2000 for items which are not fitted as standard by **Your Vehicle's** manufacturer. **We** will not pay for loss of, or damage to cassettes, compact discs, minidiscs, DVD's or accessories used with the audio, visual or phone equipment.

For a claim under this section We may either:

- pay for the damage to be repaired;
- pay an amount of cash for **You** to replace the lost or damaged item; or
- replace the lost or damaged item.

You must first pay any **Excess** shown in the **Schedule**.

The most We will pay will be either:

- the market value of **Your** audio equipment immediately before the loss, up to the cover limit; or
- the cost of repairing the audio equipment; whichever is less.

We will not pay the cost of any repair or replacement which improves **Your Vehicle** or accessories to a better condition than they were in before the loss or damage. If this happens, **You** must pay a contribution towards the cost of the repair or replacement. This contribution would be on top of any **Excess** **You** have to pay.

Track Day 1

(**Your Schedule** will confirm if this cover is in force)

This insurance also covers **Your Vehicle** for accidental damage, fire and theft, whilst **You** are participating in one Track Day in a policy year, at a Motor Sports Association (MSA) approved track that has its own Public Liability insurance in place. Cover is provided for UK Track Days only. **You** must be at least 30 years old and have previous track experience. There is no cover for competition either against other participants or against the clock. **You** are not covered for liability to other participants. No cover is provided for events not properly organised by a Club or Track Day Organiser. No cover is provided for damage to the engine, gearbox and transmission following mechanical or electrical breakdown or failure.

The Excess applicable to Track Day 1 is increased to:

- 10% of the vehicles value; or
- 20% of the vehicles value (if **You** have previously had a claim on a Track); or
- £1,500

whichever is the higher.

The maximum amount payable for a Track Day claim is £50,000

Track Day 3

(**Your Schedule** will confirm if this cover is in force)

This insurance also covers **Your Vehicle** for accidental damage, fire and theft, whilst **You** are participating in three Track Days in a policy year, at a Motor Sports Association (MSA) approved track that has its own Public Liability insurance in place. Cover is provided for UK Track Days only. **You** must be at least 30 years old and have previous track experience. There is no cover for competition either against other participants or against the clock. No cover is provided for events not properly organised by a Club or Track Day Organiser. **You** are not covered for liability to other participants. No cover is provided for damage to the engine, gearbox and transmission following mechanical or electrical breakdown or failure.

The Excess applicable to Track Day 3 is increased to:

- 10% of the vehicles value; or
- 20% of the vehicles value (if **You** have previously had a claim on a Track); or
- £1,500

whichever is the higher.

The maximum amount payable for a Track Day claim is £50,000

Wedding Hire 2

(**Your Schedule** will confirm if this cover is in force)

This insurance also covers **Your Vehicle** while it is being used to carry fare-paying passengers in connection with two weddings in a policy year, as long as the wedding was booked beforehand.

Wedding Hire 5

(**Your Schedule** will confirm if this cover is in force)

This insurance also covers **Your Vehicle** while it is being used to carry fare-paying passengers in connection with five weddings in a policy year, as long as the wedding was booked beforehand.

No Claims Discount

If this is a yearly contract, and you do not claim under this insurance and you have not been involved in an accident which has or may result in a claim against you, we will give you a discount on your renewal premium.

No Claims Discount between 1 and 4 Years - If you make only one claim in any period of insurance, any no claims discount which you have earned will be reduced at your next renewal, as shown in the following table.

Protected No Claims Discount 5+ Years – If you have 5 or more years No Claims Discount, you qualify for Protected No Claims Discount at no additional cost. No Claims Discount protection allows you to make two claims before your number of no claims discount years fall. Please see the following table for details.

| | No Claims Discount at next renewal date without NCD protection | | | | |
|---|--|----------------------------------|--|----------------------------------|--|
| Current number of years No Claims Discount | 1 claim in the next 12 months | | 2 or more claims in the next 12 months | | |
| 1 year | 0 years | | 0 years | | |
| 2 years | 0 years | | 0 years | | |
| 3 years | 1 year | | 0 years | | |
| 4 years | 2 years | | 0 years | | |
| | No Claims Discount at next renewal date with NCD protection | | | | |
| Current number of years No Claims Discount | 1 claim in any 5 Year period | 2 claims in any 5 Year period | 3 claims in any 5 Year period | 4 claims in any 5 Year period | More than 4 claims in any 5 Year period |
| 5+ years - Protected | 5+ years - Protected | 5+ years - Protected | 3 years | 1 year | 0 years |

Following a write-off, if the insurance is transferred to a replacement vehicle, the no claims discount will not apply to that vehicle unless we agree otherwise.

Your no claims discount cannot be transferred to another person.

No claims discount protection does not protect the overall price of your insurance policy. The price of your insurance policy may increase following an accident even if you were not at fault.

Claims under certain sections of your policy may not impact NCD. This will be stated under the relevant section.

General Terms

Glass damage (comprehensive cover only)

If the only claim **You** make is for broken glass in **Your Vehicle's** windscreen or windows, including bodywork scratched by the broken glass, it will not affect **Your** no-claim bonus.

Emergency medical treatment

Any payments **We** make for emergency medical treatment will not affect **Your** no-claim bonus.

Payments for journeys (car sharing)

If **You** accept payments from passengers in **Your Vehicle**, this will not affect **Your** insurance cover if:

- **You** are giving them a lift for social or other similar purposes;
- the vehicle cannot carry more than nine people (including the driver);
- **You** are not carrying the passengers in the course of a business of carrying passengers; and
- the total of the payments **You** receive for the journey does not provide a profit.

Changing or adding a vehicle to this insurance

If **You** change the vehicle covered by this insurance or get another vehicle that **You** want the cover to apply to, **You** must tell Footman James before the cover can start. They will send **You** a new cover note or new **Certificate of Motor Insurance**. **You** are not insured until they have issued the new cover note or new **Certificate of Motor Insurance**. They may ask **You** to return **Your** old **Certificate of Motor Insurance**. They will confirm any change in premium and send **You** a new **Schedule**.

Removing a vehicle or cancelling the insurance

If **You** do not need the insurance cover any more, the cover will automatically end when **You** return the **Certificate of Motor**

Insurance to Footman James, unless **You** ask **Us** to provide cover for fire and theft.

Uninsured loss recovery

If **You** have insurance under which **You** can recover any losses which are not covered under this insurance (such as **Your Excess**), **You** must tell **Us** about any payments **You** receive that are connected with any claim under this insurance. **You** must also tell **Us** about any legal proceedings.

General Exceptions

These general exceptions apply to the whole insurance.

Your insurance does not cover the following:

- 1 Any liability, loss or damage arising while any vehicle covered by this insurance is being:
 - used for a purpose which the vehicle is not insured for;
 - driven by, or in the charge of, anyone who is not mentioned in the **Certificate of Motor Insurance** as a person entitled to drive or who is not allowed to drive under an **Endorsement**;
 - driven by anyone (including **You**) who **You** know is disqualified from driving, or has never held a licence to drive the vehicle, or is prevented by law from having a licence; or is not keeping to the terms and conditions of their licence;
 - used on any form of race track or circuit, unless **You** have told **Us** about this and **We** have agreed;
 - used while carrying an unsafe load or more passengers than it is designed to carry;
 - used in or on restricted areas of airports or airfields. **We** will not pay for any claim concerning an aircraft within the boundary of the airport or airfield.
- 2 Any liability, loss or damage (apart from the minimum cover provided by section 1 that happens outside the European Union, Iceland, Norway or Switzerland (including Liechtenstein) unless **You** have paid an extra premium to extend **Your** cover outside these countries.
- 3 Any liability, loss or damage (apart from the minimum cover provided by section 7 that happens outside the **United Kingdom** but within the European Union, Iceland, Norway or Switzerland (including Liechtenstein), unless the journey is for 35 days or less, or **We** have agreed to extend **Your** cover and **You** have paid an extra premium.
- 4 Any liability **You** have accepted under an agreement or contract unless **You** would have had that liability anyway.
- 5 Any result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, or military power (except where **We** must provide the minimum cover needed under the relevant law).
- 6 Direct or indirect loss, damage or liability caused by, contributed to or arising from:
 - earthquake;
 - riot or civil commotion occurring in Northern Ireland or outside the **United Kingdom** (except where **We** must provide the minimum cover needed under the relevant law);
 - an act of terrorism, as defined in the UK Terrorism Act 2000, unless **We** must provide the minimum cover needed under the Road Traffic Act;
 - ionising radiation or contamination from any radioactive nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other dangerous property of any explosive nuclear equipment or nuclear part of that equipment;
 - pressure waves caused by aircraft and other flying objects; or
 - carrying any dangerous substances or goods which **You** need a licence from the relevant authority for (except **We** must provide the minimum cover needed by law).
- 7 Any proceedings brought against **You**, or judgment made against **You**, in any court outside the **United Kingdom**, unless the proceedings or judgment arise out of **Your Vehicle** being used in a foreign country **We** have agreed to provide cover in.

- 8 Any liability for loss of or damage to property, death, injury or illness arising directly or indirectly from pollution or contamination, unless it is directly caused by an event which is sudden, can be identified, is unintended and is unexpected. The whole event must happen at a specific time and place during the **Period of Insurance**. **We** will treat all pollution or contamination arising from one event as having happened at the time of the event. The insurance does not cover claims arising from pollution or contamination that happens as a result of deliberately releasing substances, or as a result of leaks from **Your Vehicle** because it has not been properly maintained. This exception does not apply where **We** must provide the minimum level of cover needed by law.

General Conditions and Cancellation Terms

- 1 **We** will provide the cover described in this insurance document only if:
 - anyone making a claim has met all the conditions in this document; and
 - the information **You** gave on **Your** proposal form and declaration or statement of insurance is, as far as **You** know, correct and complete.
- 2 **Your** premium is based on the information **You** supplied at the start of the insurance and the information **You** supply each time it is renewed. If **You** have failed to give **Us** true, complete and accurate information at the start of the insurance or when **You** renew it, this could lead to **Your** claim being refused or the insurance not covering **You**.
- 3 If **You** or anyone acting for **You**:
 - make a claim which **You** or they know is false, fraudulent or exaggerated; or
 - provide false or stolen documents to support a claim;**We** will not pay the claim and this insurance will end.
- 4 After any loss, damage or accident **You** must give **Us** full details, as soon as possible. **You** must also give **Us** any information and help that **We** ask for.
- 5 **You** must immediately send **Us** every communication about a claim (including any letter, writ or summons) without answering or responding to it. **You** must also tell **Us** if **You** know about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this insurance. **You** must not admit to, negotiate on or refuse any claim unless **You** have permission from **Us**.
- 6 **You** must take all reasonable steps to protect **Your Vehicle** from loss or damage and to maintain it in an efficient and roadworthy condition. **We** can examine **Your Vehicle** at any reasonable time.
- 7 **We** can:
 - takeover, conduct, defend or settle any claim; and
 - take proceedings, at **Our** own expense and for **Our** own benefit, to recover any payment **We** have made under this insurance.**We** will take this action in **Your** name or in the name of anyone else covered by this insurance. **You**, or the person whose name **We** use, must co-operate with **Us** on any matter which affects this insurance.
- 8 If **We** accept **Your** claim, but **You** and **We** disagree with the amount due to **You**, the matter may be passed to an arbitrator **We** both agree to. When this happens, the arbitrator must make a decision before **You** can start proceedings against **Us**.
- 9 **We** or Footman James may cancel this insurance by sending seven days' notice, by recorded delivery, to **Your** last known address. If **You** have not made a claim, will not be making a claim, and have not gone over any mileage limit, **We** will refund the part of **Your** premium that applies to the remaining period of the insurance (except for any premium **You** have paid for the following FJ+ Covers which are non-refundable: Track Day 1, Track Day 3, Wedding Hire 2 or Wedding Hire 5). Footman James will charge a cancellation fee. Please see Footman James' documents for details of those charges.
- 10 If **You** have agreed to pay **Your** premium by instalments, **We** or Footman James can cancel **Your** policy if **You** do not pay an instalment when it is due. Before this happens **You** will receive notice of the missed instalment and be given the opportunity to pay the overdue amount. If **You** do not pay the overdue instalment within the time set out in the notice, **We** or Footman James may cancel **Your** insurance by sending seven days' notice, by recorded delivery, to **Your** last known address. If **You** have not made a claim, will not be making a claim, and have not gone over any mileage limit, **We** will work out the refund due in line with the Short Period rates table shown below. If **You** cancel **Your** policy in the second, or any

subsequent years, **You** will receive a return of any premium **You** have paid less a charge for the number of days **You** have had cover for. The refund will exclude any premium **You** have paid for the following FJ+ Covers which are non-refundable: Track Day 1, Track Day 3, Wedding Hire 2 or Wedding Hire 5). Footman James will charge a cancellation fee. Please see Footman James' documents for details of those charges.

- 11** **You** may cancel this insurance at any time by phoning or writing to Footman James. If **You** cancel within 14 days of receiving this document and **You** have not made a claim for a total loss, **You** will receive a refund as explained on page 2. If **You** cancel after this period and are within the first year of **Your** policy, **We** will work out the refund due in line with the Short Period Rates table shown below. If **You** cancel **Your** policy in the second, or any subsequent years, **You** will receive a return of any premium **You** have paid less a charge for the number of days **You** have had cover for. The refund will exclude any premium **You** have paid for the following FJ+ Covers which are non-refundable: Track Day 1, Track Day 3,

Wedding Hire 2 or Wedding Hire 5. Footman James will charge a cancellation fee. Please see Footman James' documents for details of those charges. If **You** have made a claim, will be making a claim or have gone over **Your** mileage limit **We** will not give **You** a refund.

- 12** If, under the law of any country which this insurance covers **You** in, **We** must settle a claim which **We** would not otherwise have paid, **We** may recover this amount from **You** or from the person who made the claim.
- 13** If **Your Vehicle** is stolen, **You** must tell the police as soon as possible.
- 14** If **You** make any changes to this policy, or cancel it, Footman James may charge **You** an administration fee. Details of Footman James' fees and charges are given in Footman James' documents.
- 15** If **You** make a claim for any liability, loss or damage that is also covered by any other insurance, **We** will only pay **Our** share of the claim. This condition does not apply to personal accident benefits, as described in section 4 and as stated otherwise in the first exception to section 1.

Cancellation Terms - Short Period rates within First Policy year

| Period You have had cover for | Up to one month | Up to two months | Up to three months | Up to four months | Up to five months | Up to six months | Up to seven months | Up to eight months | Over eight months |
|---|-----------------|------------------|--------------------|-------------------|-------------------|------------------|--------------------|--------------------|-------------------|
| Percentage of annual premium covering that period | 25% | 35% | 45% | 55% | 65% | 75% | 85% | 95% | Full Premium |
| Percentage of refund | 75% | 65% | 55% | 45% | 35% | 25% | 15% | 5% | Nil |

Cancellation Terms - Second Policy year onwards

Pro-rata return of any premium you have paid less a charge for the number of days you have had cover for, plus Insurance Premium Tax

Important notice and changes to Your information

You must tell **Us** as soon as possible about any changes to the information **You** have provided. When **You** tell **Us** about any changes, **We** will tell **You** if **Your** premium or terms of cover will change. If **You** are not sure whether certain facts are relevant, ask Footman James. If **You** don't tell **Us** about relevant changes, **Your** insurance may not cover **You** fully, or at all.

Here are some examples of the things **You** should tell **Us** about:

- A change of vehicle (including extra vehicles);
- All changes made to **Your Vehicle** if these make it different from the manufacturer's standard specification (whether the changes are to the vehicle's engine, interior or bodywork);
- A change of address;
- **You** or any driver changing job (including any part-time work, a change in the type of business or having no work);
- A change in the purpose **Your Vehicle** is used for;
- There being a different main user of the vehicle;
- Details of any person who is not on the **Certificate of Motor Insurance**, or is prevented from driving by an **Endorsement**, and who **You** now want to be able to drive **Your Vehicle**;
- Details of any motoring convictions of any person allowed to drive or of any future prosecutions for any motoring offence (other than parking);
- Details of any accident or loss (whether or not **You** make a claim) that involves **Your Vehicle** or happens while **You** are driving anyone else's vehicle;
- **You**, or any other person allowed to drive **Your Vehicle**, not telling the DVLA (Driver and Vehicle Licensing Agency) about a medical condition which, by law, must be reported to them.

Limited mileage

If this insurance sets a limit on **Your** mileage, **You** must not drive more than the number of miles agreed. If **You** do, this could result in **Us** refusing **Your** claim or the insurance not covering **You**.

You should tell Footman James if **You** think **You** will travel more miles than **You** originally agreed.

Endorsements

Important - these Endorsements form part of the insurance contract if they are shown in Your Schedule.

An **Endorsement** only applies if the **Endorsement's** number is shown on **Your** policy **Schedule**. Details of all **Endorsements** are either shown on the following pages or supplied with **Your Schedule**.

If, in the **Schedule**, an **Endorsement** number is followed by an amount, the specified **Endorsement** will be limited to that amount shown. If an **Endorsement** number is followed by a vehicle registration number, the specified **Endorsement** will apply only to the vehicle which has that registration number. If an **Endorsement** number is followed by a person's name, or a type of person, the specified **Endorsement** applies only to that person or type of person.

Your insurance will not cover **You** for any liability, loss or damage if **You** have not kept to the terms and conditions of any **Endorsement** that applies to **Your** insurance.

Endorsement number 02 - Excess

For any claim under section 2, **You** must pay the first amount shown against this **Endorsement** number on the **Schedule**. The amount shown is on top of any other **Excess** or amount **You** may have to pay under this insurance.

Endorsement number 03 - Windscreen Excess

For any windscreen claim under Section 2, **You** must pay the amount shown against this **Endorsement** number on the **Schedule**.

Endorsement number 04 - Extra Excess for Young or Inexperienced Drivers

For any claim under Section 2, if **Your Vehicle** is damaged while a **Young** or inexperienced person (including **You**) is driving, **You** will have to pay an extra **Excess** on top of any other **Excess** which **You** may have to pay towards a claim. The extra amount **You** will have to pay will be shown against this **Endorsement** number on **Your** policy **Schedule**.

Endorsement number 22 - Mileage

During any one **Period of Insurance** **You** must not drive the insured vehicle more than the number of miles shown against this **Endorsement** number on the **Schedule**. If this insurance covers more than one vehicle, during any one **Period of Insurance** the total mileage of all vehicles must not be more than the amount shown against this **Endorsement** number on the **Schedule**.

You must tell Footman James the current recorded mileage at the start of the insurance and at each renewal date. If **Your** mileage for the year is more than the amount shown against this **Endorsement** number on the **Schedule**, **We** may not provide further cover under this insurance.

Endorsement number 51 - Anti-theft device (Thatcham Category 1)

Under section 2 of this document (Loss of or damage to **Your Vehicle**), **We** will not pay out for any theft or attempted theft unless **Your Vehicle** is fitted with an anti-theft device which has been tested by the Motor Insurance Repair Research Centre at Thatcham and has been given category 1 status. This device must be on when **You** (or another authorised person) are not in **Your Vehicle**.

Endorsement number 52 - Anti-theft device (Thatcham Category 2)

Under section 2 of this document (Loss of or damage to **Your Vehicle**), **We** will not pay out for any theft or attempted theft unless **Your Vehicle** is fitted with an anti-theft device which has been tested by the Motor Insurance Repair Research Centre at Thatcham and has been given category 2 status. This device must be on when **You** (or another authorised person) are not in **Your Vehicle**.

Endorsement number 77 - Tracking device

Under section 2 of this document (Loss of or damage to **Your Vehicle**), **We** will not pay out for any theft or attempted theft unless **Your Vehicle** is fitted with an active tracking device. This device must be on when **You** (or another authorised person) are not in **Your Vehicle**.

Endorsement number 82 – Driving under the influence of alcohol or drugs

You will not be covered for any claim under section 2 of **Your** insurance for loss of or damage to **Your Vehicle** if it is being driven by anyone (including **You**) who, at the time of the accident, is found to have a higher level of alcohol or drugs in their body than is allowed by law.



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