



# Specialist vehicle insurance

**Please read this insurance policy document carefully to make sure it meets your needs.**

Keep this insurance policy document in a safe place.

Arranged by:

Footman James, a trading name of Towergate Underwriting Group Limited

Towergate House

Eclipse Park

Sittingbourne Road

Maidstone

Kent

ME14 3EN

Website: [www.footmanjames.co.uk](http://www.footmanjames.co.uk)

E-mail: [enquiries@footmanjames.co.uk](mailto:enquiries@footmanjames.co.uk)

Authorised and regulated by the Financial Conduct Authority

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](http://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 specialist 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 specialist 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 (see page 34) 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 6) and FJ+ Additional Products 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 or Additional Products 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's 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 your insurance is with an underwriter at Lloyd's (this information can be found on your schedule or certificate of motor insurance) and you are still not satisfied with the way your complaint has been dealt with, you may ask the Policyholder and Market Assistance Department at Lloyd's to review your case.

The address is:

Policyholder and Market Assistance

Lloyd's Market Services

G6/86

One Lime Street

London

EC3M 7HA.

Phone: 020 7327 5693

Fax: 020 7327 5225

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

If you are not satisfied with the final response, you may be able to refer your complaint, at any time, 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](mailto:complaint.info@financial-ombudsman.org.uk)

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

#### **Specialist vehicle insurance**

## Specialist vehicle motor insurance

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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 rights 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.

If the insurance is provided by underwriters at Lloyd's, each underwriter is only liable for their own share of the risk and not for each other's share. You may ask for the names of the underwriters and the share of the risk each has taken on.

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](http://www.fscs.org.uk) or by writing to the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU.

### Guidance notes

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These guidance notes are to help you to understand your insurance. They do not form part of the contract. In all situations you must read the guidance notes with the main text in this document.

This document is a contract of insurance between you and us.

We rely on the information you supply. If that information is not accurate or complete, you may not be covered by this insurance.

**Remember** - you must tell us about any change in the information you have supplied or any change you want us to make to the document. If you don't, you may not be covered by this insurance.

## Data protection notice

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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.

You must tell us about any incident (such as an accident, fire or theft), whether or not you will make a claim. When you tell us about an incident, we will pass information about it to the relevant agencies. We may search the databases held by those agencies when you apply for insurance or make a claim.

We and Footman James may record phone calls and use the recordings to prevent fraud, for staff training and for quality-control purposes.

### 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](http://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.

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## Guidance notes

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The words or phrases shown opposite have the same meaning whenever they appear in this document, the certificate of motor insurance, the schedule and any endorsements.

## Definitions

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### **We, us and our**

The insurer named on both the schedule and the certificate of motor insurance.

### **You**

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.

### **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.

### **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.

### **Your vehicle**

The insured vehicle specified in the schedule or described in the current certificate of motor insurance.

### **United Kingdom**

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

### **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.

### **Period of insurance**

The period covered by this insurance (as shown in the schedule) and any further period we accept your premium for.

### **Main Insurance Policy**

The motor insurance policy issued by Footman James.

## Cover

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### 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 and section 5 apply. FJ+ Covers (section 6) 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 6) 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 6) 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 6) 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

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**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.

## Guidance notes

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Our liability under this insurance depends on the cover we have agreed to give you, as long as you have paid all the premium due to date.

### Important

The certificate of motor insurance and policy Schedule describes what you can use your vehicle for.

## Guidance notes

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This section shows the cover provided for claims other people make against you and other insured people for injury to them or damage to their property as a result of incidents involving your vehicle.

This part covers:

- other people driving your vehicle with your permission (if shown on the certificate of motor insurance); and
- passengers.

The most we will pay for a claim for property damage is £20,000,000 for damage and £5,000,000 for costs.

## Section 1 - Liability to others

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### Driving your vehicle

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

- death of or injury to other person; or
- damage to property;  
as a result of any accident you have while you are driving, using or in charge of your 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.

### 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

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### 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.

## Guidance notes

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We will pay the solicitor's fees for representing or defending anyone we insure.

If any person covered by this insurance is charged with causing death while driving, we will arrange and pay for their defence.

We will pay any legal costs and expenses we have agreed to.

This part also covers your employer or business partner while you are using your vehicle for business purposes.

If anyone insured dies, cover will be provided for a legal representative.

We will pay the compulsory fee for emergency medical treatment after an accident.

## Guidance notes

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Under this section you can tow a caravan, trailer or broken-down vehicle.  
You are only covered for claims made against you, not claims you make.

- There is no cover for loss of or damage to the caravan, trailer or broken-down vehicle.
- There is no cover for loss of or damage to the property in or on the caravan, trailer or broken-down vehicle.
- You must not receive a payment for towing the caravan, trailer or broken-down vehicle.
- You must only be towing one caravan, trailer or broken-down vehicle.
- The caravan, trailer or broken-down vehicle must be properly fastened to your vehicle.
- The way you are towing the caravan, trailer or broken-down vehicle must meet the manufacturer's guidelines and any relevant law.

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## Towing

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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

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**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.

## Guidance notes

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We do not have to provide cover or settle claims under section 1 if any person claiming under this insurance:

- can claim for the same loss from any other insurance;
- is claiming for loss of or damage to any insured vehicle or property belonging to them;
- is claiming for death of or injury to any employee during the course of their work other than accidents the Road Traffic Act applies to.

## Guidance notes

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Under this section we will provide cover when your vehicle suffers loss or damage caused by the events shown opposite.

These are the ways we may settle your claim.

The market value of your vehicle is the cost of replacing it with one of the same make, model, age, type and condition.

We will not pay for any part of a repair or replacement which leaves the vehicle in a better condition than it was in before.

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

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### **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 (including its accessories and spare parts) 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 yourself 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.

### **Repairs**

If your vehicle is damaged in a way which is covered by this insurance, phone the Motor Insurance Incident 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.

### **Guidance notes**

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If your vehicle cannot be driven after an accident, we will pay the cost of removing it to the nearest repairer.

This section shows you what you have to do if your vehicle needs repairing after an accident.

If your vehicle becomes a write-off and we offer you a payment, the insurance will end for that vehicle when you accept the payment.

The insurance cover can be transferred to a replacement vehicle if we give our permission.

The vehicle may be moved to a secure place while the claim is being settled.

### Guidance notes

If the vehicle is a write-off and it belongs to someone else (including a hire-purchase or leasing company), we may settle the claim directly with them.

This section provides cover for damage to glass in the windscreen or windows, including the cost of supplying and fitting.

This section also covers scratching of the bodywork as a result of this type of damage. You should phone the windscreen emergency helpline shown in the list of emergency helplines sent with your insurance documents if your windscreen or windows need repairing or replacing.

An excess is the amount you must pay towards every claim for loss of or damage to your vehicle.

These extra excesses are added to any other excesses which apply.

### 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 to pay the windscreen excess shown on your policy schedule and a cover limit may apply. The cover limit will be 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.

### 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).

**Guidance notes**

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When your vehicle is with the motor trade for servicing or repair, you continue to have the cover provided under section 2 (Loss of or damage to your vehicle).

We do not pay for loss or damage if the vehicle is not your own, unless the vehicle is shown in the schedule.

## Guidance notes

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**Important** - there are certain circumstances which are not covered and these are shown opposite.

It is important that you take all reasonable measures to avoid loss or damage, such as removing your keys from the ignition when no-one is looking after your vehicle. (For example, do not leave the keys in the ignition when paying for petrol, or leave the with the engine running.) Also make sure that any immobiliser or alarm system is turned on.

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## Exceptions to section 2

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**This section of your insurance does not cover the following.**

- The amount of any excess shown in the schedule or on the insurance document or both.
- 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.
- Any amount above the last known list price of any part or accessory which is no longer available.
- The amount of any extra cost due to any parts or replacements not being available from stock held in the United Kingdom.
- 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
  - you have not taken reasonable precautions 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 the 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.



### Section 3 - Medical expenses

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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

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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 a 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:**

- anyone who is 70 or older at the time of the accident;
- 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.

### Guidance notes

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You can claim up to £250 a person for each accident, for medical treatment after an accident.

This section provides cover if you or your husband or wife or your civil partner (or both of you) are killed or seriously injured after an accident involving your vehicle.

The cover also applies when either of you are travelling in any other private motor vehicle.

The most we will pay for a claim is £5000 for each person.

The restrictions on this cover are shown opposite.

## Guidance notes

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Personal belongings in your car are also covered up to an amount of £50.

Certain items, as shown opposite, are not covered.

You must take reasonable care of your property. For example, do not leave your car unlocked and put your personal belongings in a locked luggage compartment.

## Section 5 - Personal belongings

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We will pay up to £50 in total for personal belongings in or on your vehicle that are lost or damaged because of an accident, fire, theft or attempted theft.

### **This personal belongings cover does not apply to:**

- money, stamps, tickets, share certificates or other documents with a financial value;
- jewellery or furs;
- goods or samples connected with your work;
- property insured under any other contract;
- theft of any property which is in an open or convertible vehicle, unless it is kept in a locked luggage compartment; or
- theft of any property if the vehicle is not kept in a locked garage during the period between 10pm and 6am, unless the vehicle is stolen at the same time.

## Section 6 - FJ+ Covers

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### Driving Other Classics

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

We will also provide the cover shown in Section 1 – Liability to others, (only if this is shown in your Certificate of motor insurance), while you are driving any private car that is aged more than 20 years old, that you do not own and have not hired under a hire-purchase agreement, as long as you have the owner's permission to drive the car. This extension only applies to the policyholder and not additional drivers named on the policy. 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.

### Drive to Work

(Your Schedule will confirm this cover is in force)

This policy covers you for journeys to and from a permanent place of work. This policy does not cover you for journeys to multiple places of work (Business Use).

### Agreed Value

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

If your vehicle is lost or totally destroyed, and the value of your vehicle has been agreed (only if this is shown on your Schedule), we will pay you the amount shown on your policy Schedule upon settlement of the relevant claim. The Main Insurance Policy Excess applies.

### 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.

## Guidance notes

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This section covers you to drive someone else's classic car, but only if your Certificate of motor insurance allows you to and the car is more than 20 years old.

## Guidance notes

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This policy automatically provides the minimum cover you need to use your vehicle in all countries in the European Union and in certain other countries. The minimum cover varies from country to country.

The cover shown in your schedule will automatically apply when travelling in the European Union, Norway or Switzerland (including Liechtenstein) for journeys of up to 35 days.

## Section 6 - FJ+ Covers

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### European Motoring

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

#### European Union (EU) compulsory cover

Under Section 1 – Liability to others, we will provide the minimum insurance needed by the relevant law to allow you to use your vehicle:

- in any country which is a member of the EU; and
- in any other countries which have made arrangements to meet the insurance conditions of, and are approved by, the Commission of the European Union.

The cover shown in your schedule is automatically included for journeys of up to 35 days within the European Union, Norway or Switzerland (including Liechtenstein). For full details of this cover, and how to get cover in other countries, please see Foreign Use below.

#### Foreign Use

Except where cover is extended above, this insurance only applies in the United Kingdom.

We will automatically provide cover when you visit 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. Your vehicle must also be registered in the UK.

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.

## Section 6 - FJ+ Covers

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### European Motoring 90

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

### European Union (EU) compulsory cover

Under Section 1 – Liability to others, we will provide the minimum insurance needed by the relevant law to allow you to use your vehicle:

- in any country which is a member of the EU; and
- in any other countries which have made arrangements to meet the insurance conditions of, and are approved by, the Commission of the European Union.

The cover shown in your schedule is automatically included for journeys of up to 90 days within the European Union, Norway or Switzerland (including Liechtenstein). For full details of this cover, and how to get cover in other countries, please see Foreign Use below.

### Foreign Use

Except where cover is extended above, this insurance only applies in the United Kingdom.

We will automatically provide cover when you visit 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. Your vehicle must also be registered in the UK.

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.

## Guidance notes

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This policy automatically provides the minimum cover you need to use your vehicle in all countries in the European Union and in certain other countries. The minimum cover varies from country to country. The cover shown in your schedule will automatically apply when travelling in the European Union, Norway or Switzerland (including Liechtenstein) for journeys of up to 90 days.

## Guidance notes

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This policy automatically provides the minimum cover you need to use your vehicle in all countries in the European Union and in certain other countries. The minimum cover varies from country to country.

The cover shown in your schedule will automatically apply when travelling in the European Union, Norway or Switzerland (including Liechtenstein) for journeys of up to 180 days.

## Section 6 - FJ+ Covers

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### European Motoring 180

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

### European Union (EU) compulsory cover

Under Section 1 – Liability to others, we will provide the minimum insurance needed by the relevant law to allow you to use your vehicle:

- in any country which is a member of the EU; and
- in any other countries which have made arrangements to meet the insurance conditions of, and are approved by, the Commission of the European Union.

The cover shown in your schedule is automatically included for journeys of up to 180 days within the European Union, Norway or Switzerland (including Liechtenstein). For full details of this cover, and how to get cover in other countries, please see Foreign Use below.

### Foreign Use

Except where cover is extended above, this insurance only applies in the United Kingdom.

We will automatically provide cover when you visit 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 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. Your vehicle must also be registered in the UK.

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.

## Section 6 - FJ+ Covers

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### Spare Parts

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

Your vehicle's spare parts and fitted accessories are insured in the same way as detailed in Section 2 – Loss of or damage to your vehicle, (this includes the maker's tool kit and vehicle's safety equipment). We only provide this cover if the spare parts and accessories are used only with your vehicle, are kept in or on your vehicle, and fall within the maximum amount we pay, as shown in Section 2 – Loss of or damage to your vehicle. We will pay up to **£250** if the spare parts and fitted accessories are lost or damaged while stored in your private garage.

#### 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 (including its accessories and spare parts) 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.

## Guidance notes

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Your vehicle's accessories or spare parts are also covered.

These are the ways we may settle your claim.

## Guidance notes

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Your vehicle's accessories or spare parts are also covered.

These are the ways we may settle your claim.

## Section 6 - FJ+ Covers

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### Spare Parts 2

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

Your vehicle's spare parts and fitted accessories are insured in the same way as detailed in Section 2 – Loss of or damage to your vehicle, (this includes the maker's tool kit and vehicle's safety equipment). This applies to spare parts and accessories which are used in connection with your vehicle and other vehicles that you own. We only provide this cover if the spare parts and accessories are used only with your vehicle, are kept in or on your vehicle, and fall within the maximum amount we pay, as shown in Section 2 – Loss of or damage to your vehicle. We will pay up to **£2000** if the spare parts and fitted accessories are lost or damaged while stored in your private garage. Cover is also provided in the same way for spare parts and accessories taken away from the home address up to a limit of **£2000**.

#### 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, plus up to £2000 for your vehicle(s) spare parts and accessories; or
- the cost of repairing the vehicle, spare parts or 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.



## Section 6 - FJ+ Covers

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### Spare Parts 5

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

Your vehicle's spare parts and fitted accessories are insured in the same way as detailed in Section 2 – Loss of or damage to your vehicle, (this includes the maker's tool kit and vehicle's safety equipment). This applies to spare parts and accessories which are used in connection with your vehicle and other vehicles that you own. We only provide this cover if the spare parts and accessories are used only with your vehicle, are kept in or on your vehicle, and fall within the maximum amount we pay, as shown in Section 2 – Loss of or damage to your vehicle. We will pay up to **£5000** if the spare parts and fitted accessories are lost or damaged while stored in your private garage. Cover is also provided in the same way for spare parts and accessories taken away from the home address up to a limit of **£2000**.

#### 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, plus up to £5000 for your vehicle(s) spare parts and accessories (providing they are in your private garage at the time of the loss. If they are away from your home at the time of the loss you are covered up to a limit of £2000); or
- the cost of repairing the vehicle, spare parts or 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.

## Guidance notes

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Your vehicle's accessories or spare parts are also covered.

These are the ways we may settle your claim.

## Guidance notes

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Your vehicle's accessories or spare parts are also covered.

These are the ways we may settle your claim.

## Section 6 - FJ+ Covers

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### Spare Parts 10

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

Your vehicle's spare parts and fitted accessories are insured in the same way as detailed in Section 2 – Loss of or damage to your vehicle, (this includes the maker's tool kit and vehicle's safety equipment). This applies to spare parts and accessories which are used in connection with your vehicle and other vehicles that you own. We only provide this cover if the spare parts and accessories are used only with your vehicle, are kept in or on your vehicle, and fall within the maximum amount we pay, as shown in Section 2 – Loss of or damage to your vehicle. We will pay up to **£10,000** if the spare parts and fitted accessories are lost or damaged while stored in your private garage. Cover is also provided in the same way for spare parts and accessories taken away from the home address up to a limit of **£2000**.

#### 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, plus up to £10000 for your vehicle(s) spare parts and accessories (providing they are in your private garage at the time of the loss. If they are away from your home at the time of the loss you are covered up to a limit of £2000); or
- the cost of repairing the vehicle, spare parts or 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.

## Section 6 - FJ+ Covers

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### 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 vehicles 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 vehicle (including its accessories and spare parts) 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.

## Guidance notes

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For loss of or damage to audio, visual and phone equipment that is not fitted as standard by your vehicle's manufacturer we will only pay up to £750 in total. We can increase this limit if you tell us about equipment worth more than £750.

These are the ways we may settle your claim.

## Guidance notes

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For loss of or damage to audio, visual and phone equipment that is not fitted as standard by your vehicle's manufacturer we will only pay up to £2000 in total. We can increase this limit if you tell us about equipment worth more than £2000.

These are the ways we may settle your claim.

## Section 6 - FJ+ Covers

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### 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 vehicles 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 vehicle (including its accessories and spare parts) 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.

### 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.

### Nil Deduction 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 (only if this is shown on your Schedule of insurance). This will be salvage category dependent and only applies if the vehicle is deemed a Category C or D write-off.

You will have the option to retain the salvage of your vehicle in the event of a total loss claim, providing the vehicle is not deemed as a category A or B write off, which by law cannot be put back on the road. The cost of the salvage will be deducted from your claim settlement

You will have the option to retain the salvage of your vehicle in the event of a total loss claim, without a deduction from your claim settlement and providing the vehicle is not deemed as a category A or B write off, which by law cannot be put back on the road.

## Guidance notes

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This section explains the cover you will have when participating in a Track Day and the conditions that apply.

Your policy excess is increased whilst you are taking part in a Track Day event. There is also a limit on the amount payable in the event of a claim.

This section explains the cover you have when your vehicle is being used in connection with a wedding

## 28 Specialist vehicle insurance

### Section 6 - FJ+ Covers

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#### 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. 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.

#### 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. 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 1 or 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
- £1500

whichever is the higher.

The maximum amount payable for a Track Day claim is £50000

#### 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.

### 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 will confirm any change in premium and send you a new schedule.

### Removing a vehicle or cancelling this insurance.

If you do not need the insurance any more, the cover will automatically end when you return the certificate of motor insurance to Footman James.

### 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.

This cover allows you to enter into a car-sharing agreement and accept contributions from your passengers as long as you do not make a profit and you do not carry more than eight passengers.

**Note:** If you are not sure whether a car-sharing agreement is covered by this insurance, please ask Footman James.

Footman James must be told about, and agree to, any new or extra vehicle. They will send you a new cover note or new certificate of motor insurance before you are insured to drive the new vehicle. If there is any change in premium, they will let you know and send you a new schedule.

You must return the certificate of motor insurance to cancel or remove a vehicle from this insurance.

You must tell us about any insurance you have to recover uninsured losses and tell us about any claims which are paid.

## Guidance notes

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Throughout the insurance you have seen exceptions which apply to each section. These general exceptions apply to all the sections.

You must hold a valid driving licence and you should make sure the people you allow to drive also have a valid driving licence and are not disqualified.

The insurance does not cover you for any trips outside the European Union, Norway or Switzerland (including Liechtenstein), apart from the minimum cover provided by section 1. This is shown on page 18. However, cover will apply if we have agreed to extend your cover and you have paid any extra premium for this.

The insurance does not cover you for trips of more than 35 days outside the UK but in the European Union, Norway or Switzerland (including Liechtenstein), apart from the minimum cover provided by section 1. This is shown on page 18. However, cover will apply if we have agreed to extend your cover and you have paid any extra premium for this..

## 30 Specialist vehicle insurance

## General exceptions

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**These general exceptions apply to the whole insurance.**

**Your insurance does not cover the following.**

- 1 Any liability, loss or damage arising while any motor vehicle covered by this insurance is being:
  - used for a purpose which it 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 for any off-road activity, except where the Road Traffic Acts apply;
  - kept or used in an unsafe or unroadworthy condition or without a current MOT certificate (if one is needed);
  - used while carrying an unsafe load or more passengers than it is designed to carry; or
  - 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, as shown on page 18) that happens outside the European Union, 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 1, as shown on page 18) that happens outside the United Kingdom but within the European Union, Norway or Switzerland (including Liechtenstein) unless the journey is for 35 days or less, or you have paid an extra premium to extend your cover.
- 4 Any liability you have accepted under an agreement or contract unless you would have had that liability anyway.
- 5 Any liability that is also covered by any other insurance.



- 6 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).
- 7 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;
  - carrying any dangerous substances or goods which you need a licence from the relevant authority for (except where we must provide the minimum cover needed by law); or
  - pressure waves caused by aircraft and other flying objects.
- 8 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.
- 9 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 maintained properly.
- This exception does not apply where we must provide the minimum level of cover needed by law.

## Guidance notes

In the event of a war or similar occurrence, we will provide the minimum amount of cover necessary under the relevant law.

Accident, injury, loss, damage, indirect loss or legal liability occurring as a result of the items specified opposite are not covered.

We will not cover proceedings brought against you, or judgments made against you, in any court abroad unless we have agreed to extend this insurance to cover that country.

We will cover losses caused by pollution or contamination in certain circumstances.

## Guidance notes

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This part describes certain responsibilities and procedures.

The insurance only covers people who meet these conditions. All the information you gave us in your proposal form or your declaration or your statement of insurance must be true, complete and accurate.

We will not pay a claim which is false, fraudulent or exaggerated.

You must report accidents and losses to us.

- Report any incident to us as soon as possible.
- Immediately tell us about any court proceedings, inquest or inquiry.

No-one should admit any liability or negotiate any claim without our written permission.

You must keep your vehicle in an efficient and roadworthy condition and protect it from loss or damage.

## General conditions

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- 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 or statement of insurance and declaration 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, 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:

- take over, 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 live in Northern Ireland we would also send notice to the Department of Environment, Northern Ireland.) 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 day's notice, by recorded delivery, to your last known address. (If you live in Northern Ireland we would also send notice to the Department of Environment, Northern Ireland.) 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 table shown under condition 11 on page 34. 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.

## Guidance notes

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Once you have asked us to deal with a claim under this insurance, we have the right to negotiate the claim as we see fit.

When we accept a claim, if we disagree with you over the amount we will pay, the matter may be referred to an arbitrator for a decision. A decision must be made before you can take any legal action against us.

We or Footman James may cancel this insurance by sending you seven days' notice by recorded delivery. If we or they do this, you are entitled to a refund of part of your premium.

### Guidance notes

You may cancel this insurance at any time. If you have not made a claim you may be entitled to a refund.

If you cancel within 14 days of receiving your documents, and you have not made a claim for a total loss, you will be entitled to a refund as explained on the inside front cover.

You will not be entitled to a refund if you have made a claim, will be making a claim or have exceeded your mileage limit.

The following FJ+ Covers are non refundable: Track Day 1, Track Day 3, Wedding Hire 2 and Wedding Hire 5

We may recover our expenses if we have to pay a claim which this insurance would not normally cover.

You must tell the police if your vehicle is stolen.

If a claim is also covered under any other insurance, we will only pay our share of the claim.

- 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 the inside front cover. If you cancel after this period and 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 table shown below.

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 or have gone over your mileage limit we will not give you a refund.

Period you have had cover for	Up to one month	Up to two months	Up to three months	Up to four months	Up to six months	Over six months
Percentage of annual premium covering that period	33.3%	33.3%	33.3%	66.7%	66.7%	Full premium
Percentage of refund	66.7%	66.7%	66.7%	33.3%	33.3%	Nil

- 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 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 shown otherwise in the first exception to section 1 on page 9.
- 15 If you make any changes to this policy, or cancel it, Footman James, may charge you an administration fee. Details of Footman James's fees and charges are given in Footman James' documents.

## Important notice

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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.

## Guidance notes

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You must let us have full details of any change to the information you have given us.

You should keep a written record (including copies of letters) of any information you give us or Footman James.

You should tell us about the changes shown opposite.

**Important** - you must immediately tell Footman James about any accident.

If your mileage is limited to a certain amount each year, you must not go over that amount. If you do, your insurance may not cover you.

## Guidance notes

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An endorsement alters the cover provided by either all or part of your insurance.

An endorsement only applies if the number of the endorsement appears in your schedule under 'Endorsements applicable'.

## Endorsements

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**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**

Your policy is subject to a mileage restriction as shown against this endorsement number on the schedule. If you exceed this limit, this may result in your policy being invalid, you may not be covered in the event of a claim or your cover may be affected.

If this insurance covers more than one vehicle, the total mileage of all vehicles must not be more than the amount shown against this endorsement number on the schedule.

It is your responsibility to ensure you do not exceed this limit. If you are nearing the limit and feel you may exceed your stated miles, please contact Footman James.

**Endorsement number 23 - Club membership**

Your policy is issued on the condition that you are a member of an agreed car club. You must maintain your membership with the agreed car club and provide confirmation of this at each policy renewal.

**Endorsement number 25 - Garage clause**

You have agreed that you will keep your vehicle in a locked garage, the address of which you gave us, when it is not being used. We will not pay a claim under section 2 for any theft or malicious damage that happens between 10pm and 6am if your vehicle is parked within a mile radius of your home or the garage address and is not in a locked garage.

**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.

**Guidance notes**

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An endorsement alters the cover provided by either all or part of your insurance.

An endorsement only applies if the number of the endorsement appears in your schedule under 'Endorsements applicable'.







# FJ+ Additional Products

**Please read this insurance policy document carefully to make sure it meets your needs.**

Keep this insurance policy document in a safe place.

Arranged by:

Footman James, a trading name of Towergate Underwriting Group Limited

Towergate House

Eclipse Park

Sittingbourne Road

Maidstone

Kent

ME14 3EN

Website: [www.footmanjames.co.uk](http://www.footmanjames.co.uk)

E-mail: [enquiries@footmanjames.co.uk](mailto:enquiries@footmanjames.co.uk)

Authorised and regulated by the Financial Conduct Authority

## Personal Accident and Road Rage

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

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](http://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 the schedule.

If you have any questions about any of your cover, contact your insurance broker Footman James.

### **Name of Insurance Undertaking**

ACE European Group Limited is registered in England and Wales registered number 01112892, registered office 100 Leadenhall Street, London, EC3A 3BP. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, reference number 202803. This can be checked on the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

### **Important information**

This document sets out the terms and conditions of your cover and it is important that you read it carefully. There are different levels of cover available. The cover you hold will be set out in the accompanying policy schedule. If changes are made, these will be confirmed to you separately in writing.

Each section of cover explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all sections of the cover, and there are general conditions that you must follow so you are entitled to the cover.

### **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 motor 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 your motor insurance policy document will apply. You will also have to pay any cancellation charges made by Footman James. Please see the Footman James' Notice to Clients document for details of those charges.

Unless we have agreed otherwise with you, English law will govern this insurance.

## Personal Accident and Road Rage

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

### 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's 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 Motor Insurance Additional Cover Schedule. Footman James can also give you our address and phone number. If your insurance is with an underwriter at Lloyd's (this information can be found on your schedule or certificate of insurance) and you are still not satisfied with the way your complaint has been dealt with, you may ask the Policyholder and Market Assistance Department at Lloyd's to review your case.

The address is:

Policyholder and Market Assistance

Lloyd's Market Services

G6/86

One Lime Street London

EC3M 7HA.

Phone: 020 7327 5693 Fax: 020 7327 5225

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

If you are not satisfied, you may be able to refer your complaint, at any time, 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](mailto:complaint.info@financial-ombudsman.org.uk)

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

## Personal Accident and Road Rage

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

### 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. You must tell us about any incident (such as an accident, fire or theft), whether or not you will make a claim. When you tell us about an incident, we will pass information about it to the relevant agencies. We may search the databases held by those agencies when you apply for insurance or make a claim. We and Footman James may record phone calls and use the recordings to prevent fraud, for staff training and for quality-control purposes.

### 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](http://www.askmid.com). You should show this notice to anyone insured to drive the vehicle covered under the policy.

### Preventing and detecting fraud and claims history

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 claim;
- 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.

## Personal Accident and Road Rage

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

If an **Insured Person** is the victim of an **Assault** following a road traffic accident involving the **Insured Vehicle**, which results in them suffering **Bodily Injury** or loss of or damage to their **Personal Effects** (*You* must notify the Police immediately);

OR

If an **Insured Person** sustains **Bodily Injury** as a result of a road traffic accident involving the **Insured Vehicle**;

The **Insured Person** or their personal representative should read this insurance Section to see if the nature of their loss is covered. If they wish to make a claim, they should contact **Our** Claims Service Team as soon as reasonably possible after the date of the occurrence.

Postal Address: PO Box, 4511, Dunstable, LU6 9QA

Telephone: 0345 841 0059

Facsimile: 01293 597323

Email: [claims@acegroup.com](mailto:claims@acegroup.com)

## Definitions applicable to Personal Accident and Road Rage

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### ***Accident/Accidental***

A sudden, identifiable, violent external event which happens by chance and which could not be expected.

### ***Assault***

An unprovoked, physical assault by an unknown third party.

### ***Bodily Injury***

Physical injury caused by an ***Accident*** which directly and independently of any other cause results in the death or disability of the ***Insured Person*** within twelve months of the date of the ***Accident***.

### ***Car-Jacking***

The unlawful theft or seizing of the ***Insured Vehicle*** by violence and force whilst an ***Insured Person*** occupies it.

### ***Emergency Dental Treatment***

Emergency treatment to natural teeth carried out within seven days of the incident.

### ***Hospital***

A recognised establishment that has:

- Accommodation for resident patients; AND
- Organised facilities for diagnosis and major surgery; AND
- A 24-hour a day nursing service by registered nurses.

and is not:

- A convalescent, nursing or rest home; OR
- A convalescent, nursing, self care or rest-section unit of a ***Hospital***.

### ***Insured Person***

***You*** and any person who is driving the ***Insured Vehicle*** with ***Your*** permission and is named on the current certificate of motor insurance, and any passengers in the ***Insured Vehicle***.

### ***Loss of Limb(s)***

The loss of a hand or foot by physical severance or total ***Loss of Use*** of an entire hand or foot.

## Definitions applicable to Personal Accident and Road Rage

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### ***Loss of sight***

The permanent and total ***Loss of Sight*** which ***We*** consider as having happened:

- In both eyes, if an ***Insured Person's*** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- In one eye if, after correction, the degree of sight an ***Insured Person*** has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at 60 feet).

### ***Loss of use***

The total and irrecoverable loss of use where the loss is continuous for 12 months and such loss of use is deemed permanent and beyond possibility of improvement.

### ***Medical Expenses***

Expenses necessarily incurred by the ***Insured Person*** for medical, ***Hospital***, surgical, manipulative, massage, therapeutic, x-ray or nursing treatment, including the cost of medical supplies and ambulance hire.

### ***Permanent and Complete Disability***

Disablement which:

- a) has lasted for at least 12 months; and
- b) in the Insurer's opinion is beyond hope of recovery; and
- c) will in all probability continue for the remainder of the ***Insured Person's*** life; and
- d) will prevent the ***Insured Person*** from engaging in or giving attention to:
  - i) paid work of any and every kind if in gainful employment;
  - ii) business profession or occupation of any and every kind, if they are not in gainful employment;
  - iii) business schooling profession or occupation of any and every kind, if they are under 16 years of age or under 18 years of age and in full time education;
- e) in respect of an Insured Person who is 65 years of age or over and is retired from employment, a disability which stops the Insured Person from performing, without assistance from another person, at least two of the following activities of daily living: eating, getting in or out of bed, dressing, toileting or walking.

### ***Personal Effects***

Articles worn, used or carried by the Insured Person, excluding motor vehicles and their accessories.

### ***Territorial limits***

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands (Jersey, Guernsey and Alderney).

### ***War***

Armed conflict between nations, invasion, act of foreign enemy, civil war, rebellion, revolution, military or usurped power.

What is covered

1. If an **Insured Person** sustains **Bodily Injury** as a direct result of :

- (a) a road traffic accident
- (b) an **Assault** following a road traffic accident
- (c) **Car Jacking**

involving the **Insured Vehicle** during the **Period of Insurance**, **We** will pay the **Insured Person** or their legal representatives, the following benefits:

(i)	<b>Accidental</b> death	£10,000
(ii)	<b>Permanent and Complete Disability</b>	£10,000
(iii)	<b>Loss of Limb(s)</b>	£10,000
(iv)	<b>Loss of Sight</b>	£10,000

**We** will not pay more than one of benefits (i) to (iv) shown above for **Bodily Injury** to an **Insured Person** arising from the same **Accident**. The most **We** will pay is £10,000 for any one **Insured Person** for the same **Accident**.

2. Permanent Scarring resulting from **Burns**

If an **Insured Person** sustains **Bodily Injury** as a direct result of:

- (a) a road traffic accident involving the **Insured Vehicle**, or
- (b) an **Assault** following a road traffic incident involving the **Insured Vehicle**, or
- (c) **Car Jacking** of the **Insured vehicle**

during the **Period of Insurance** which results in the **Insured Person** suffering disfigurement or scarring from **Burns** as specified below, **We** will pay the appropriate benefit amount:

**Face:**

i. Minimum Benefit (at least one square cm or two cm in length)	£250
ii. Maximum Benefit (whole area of <b>Face</b> )	£500

**Body:**

4.5% to 24% of the total <b>Body</b> surface area	£750
25% or more of the total <b>Body</b> surface area	£1000

Maximum payable £1,000 in total to an **Insured Person** for **Burns** arising from the same **Accident**.



The benefit amount payable will not take into account any psychological effects.

Specific Definitions applicable to this part of the policy:

**Body**

The head (excluding the **Face**) neck, trunk, legs and arms.

**Burns**

Full thickness, third degree burns resulting in a permanent scar.

**Face**

The area bordered by the natural hairline surrounding the forehead, the front of the ears and the lower jaw.

3. Funeral Expenses

Where **Bodily Injury** results in a valid claim for the death benefit of an **Insured Person** under this policy, **We** will pay £1,000 to assist reasonable funeral expenses in the **Territorial Limits**. This benefit is payable in addition to the death benefit.

4. Additional benefits in the event of a road rage **Assault** or **Car Jacking**

If an **Insured Person** sustains

■ **Bodily Injury**; or

■ Loss of or damage to their **Personal Effects**;

as a direct result of an **Assault** following a road traffic incident involving the **Insured Vehicle**, or **Car Jacking** of the **Insured Vehicle**, during the **Period of Insurance**, **We** will pay the **Insured Person**, the following benefits:

- |                                       |  |
|---------------------------------------|--|
| (a) <b>Hospital</b> daily benefit     | £100 per complete 24 hour period of in-patient treatment, excluding the first complete 24 hour period  |
| (b) <b>Emergency Dental Treatment</b> | £250   |
| (c) <b>Medical Expenses</b>           | £500   |
| (d) Stress counselling                | Reimbursement of up to five counselling appointments with a qualified counselling professional following a valid claim under <b>Loss of Sight</b> , <b>Loss of Limb</b> , <b>Permanent and Complete Disability</b> or (a), (b), (c) above. |
| (e) Personal Effects                  | £150   |

## What is not covered

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1. **We** will not pay:
  - (a) Any claims for incidents or road traffic accidents that occur outside the **Territorial Limits**.
  - (b) The first £50 of each claim for **Hospital** daily benefit.
  - (c) More than £3000 in total for **Hospital** daily benefit.
  - (d) The first £25 of each claim for:
    - (i) **Emergency Dental Treatment**; AND
    - (ii) **Medical Expenses**; AND
    - (iii) **Personal Effects**.
2. Any claim for an **Insured Person** aged 85 or over at the start of the **Period of Insurance**
3. **Bodily Injury** caused by:
  - (a) Provoked assault, fighting (except in genuine self-defence), or whilst engaged in or taking part in civil commotion or riot of any kind.
  - (b) The **Insured Person** being in a state of insanity (temporary or otherwise), or any psychological or psychiatric condition, or post traumatic stress disorder.
  - (c) Alcohol or drug abuse or mental illness.
  - (d) Deliberate exposure to exceptional danger (except in an attempt to save human life).
  - (e) The **Insured Person's** criminal act.
  - (f) Suicide, attempted suicide or deliberate self inflicted injury by the **Insured Person**, regardless of the state of their mental health
  - (g) **War** in the **Territorial Limits**
  - (h) Ionising radiations, radioactive contamination, or radiation of any kind including the radioactive, toxic or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - (i) Any matrimonial or family dispute.

## Conditions

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1. An **Insured Person** must:
  - (a) Keep to the terms and conditions of this insurance.
  - (b) Take reasonable steps to keep any amount **We** have to pay as low as possible.
  - (c) Try to prevent anything happening that may cause a claim.
  - (d) Send everything **We** ask for, in writing.
  - (e) Give **Us** full details of any claim as soon as possible and give **Us** any information **We** need.
  - (f) Submit to a medical examination at **Our** expense as often as **We** require.
  - (g) Notify the Police immediately of any **Assault** that may cause an **Insured Person** to claim under this section of the Policy.
  - (h) Not assign any of the benefits under this section of the Policy. **We** shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported assignment or other dealing with or relating to this section of the Policy.
2. If a claim is made which **You** or anyone acting on **Your** behalf knows is false, fraudulent or exaggerated, **We** will not pay the claim and the cover under this section of the Policy will end.
3. If the **Bodily Injury** sustained by the **Insured Person** is aggravated by any disability or condition which existed before the road traffic accident occurred or the **Assault** took place, then the amount **We** will pay shall be calculated as if the **Bodily Injury** had not been so aggravated.
4. All medical records, notes and correspondence relating to a claim under this section of the Policy or a pre-existing condition shall be made available on reasonable request to a medical adviser appointed by **Us**.
5. In the event of death of the **Insured Person** **We** shall be entitled to have a post-mortem examination carried out at **Our** expense.
6. The Contracts (Rights of Third Parties) Act 1999 or any amendment thereto shall not apply to this section of the Policy. Only **Us** and the **Insured Person** can enforce the terms of this section of the Policy. No other party may benefit from this contract as of right. This section of the Policy may be varied or cancelled without the consent of any third party.
7. Current legislation allows the parties to this contract to choose which law is used to interpret this Policy. **You** and **Us** agree that:
  - i. this section of the Policy will be governed and interpreted in accordance with the Law of England and Wales and only the English Courts will have jurisdiction in any dispute; and
  - ii. communication of and in connection with this Policy shall be in the English language.

## European Travel

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

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](http://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 the schedule.

If You have any questions about any of Your cover, contact your insurance broker Footman James.

### **Name of Insurance Undertaking**

ACE European Group Limited is registered in England and Wales registered number 01112892, registered office 100 Leadenhall Street, London, EC3A 3BP. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, reference number 202803. This can be checked on the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

### **Important information**

This document sets out the terms and conditions of your cover and it is important that you read it carefully. There are different levels of cover available. The cover you hold will be set out in the accompanying policy schedule. If changes are made, these will be confirmed to you separately in writing.

Each section of cover explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all sections of the cover, and there are general conditions that you must follow so you are entitled to the cover.

### **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 motor 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 your motor insurance policy document will apply. You will also have to pay any cancellation charges made by Footman James. Please see the Footman James' Notice to Clients document for details of those charges. Unless we have agreed otherwise with you, English law will govern this insurance.

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

### 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's 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 motor insurance additional cover schedule. Footman James can also give you our address and phone number.

If your insurance is with an underwriter at Lloyd's (this information can be found on your schedule or certificate of insurance) and you are still not satisfied with the way your complaint has been dealt with, you may ask the Policyholder and Market Assistance Department at Lloyd's to review your case.

The address is:

Policyholder and Market Assistance

Lloyd's Market Services

G6/86

One Lime Street London

EC3M 7HA.

Phone: 020 7327 5693 Fax: 020 7327 5225

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

If you are not satisfied, you may be able to refer your complaint, at any time, 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](mailto:complaint.info@financial-ombudsman.org.uk)

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

## European Travel

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

### 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.

You must tell us about any incident (such as an accident, fire or theft), whether or not you will make a claim. When you tell us about an incident, we will pass information about it to the relevant agencies. We may search the databases held by those agencies when you apply for insurance or make a claim.

We and Footman James may record phone calls and use the recordings to prevent fraud, for staff training and for quality-control purposes.

### 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](http://www.askmid.com). You should show this notice to anyone insured to drive the vehicle covered under the policy.

### Preventing and detecting fraud and claims history

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 claim;
- 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.

## European Travel

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

Read this section carefully before *You* make *Your Trip Abroad* to ensure that the cover given is sufficient for *Your* purposes.

If *You* suffer financial loss because:

- *Your Trip Abroad* is cancelled;
- OR
- *Your* baggage is stolen or damaged; OR
  - *You* are injured, become ill or die;
- during *Your Trip Abroad*, *You* should read this section to see if *Your* loss is covered. If *You* are unsure, contact the telephone number on *Your Schedule* or ask Footman James.

### Claims Procedure

If *You* need to make a claim please contact:

### FOR MEDICAL EMERGENCIES WHILST ABROAD

**IMPORTANT – IF YOU REQUIRE MEDICAL TREATMENT DURING YOUR TRIP ABROAD, YOU MUST CONTACT ACE ASSISTANCE IMMEDIATELY. IF YOU DO NOT, ACE MAY REJECT YOUR CLAIM OR REDUCE ITS PAYMENT**

**ACE Assistance** (Telephone +44 (0) 20 7173 7798)

**ACE Assistance** can help in a range of different circumstances including medical emergencies. *You* should have details of this Policy, including the Policy number and *Period of Insurance* when *You* call.

**Medical Emergency Service** can help with

1. **Repatriation** - if the qualified medical practitioner appointed by **ACE Assistance** believes treatment in the United Kingdom, Isle of Man (or the Channel Islands if an **Insured Person** is resident in the Channel Islands) is preferable, transfer will be arranged by regular scheduled transport services, or by air or road ambulance services if more urgent treatment and/or specialist care is required during the journey.
2. **Payment of bills** - if an **Insured Person** is admitted to **Hospital Abroad**, the **Hospital** or attending doctor(s) will be contacted and payment of their fees up to the Policy limits will be guaranteed so an **Insured Person** does not have to make the payment from their own funds.
3. **Provision of medical advice** – if an **Insured Person** requires emergency consultation or treatment **Abroad**, **ACE Assistance** will provide the names and addresses of local doctors, hospitals, clinics and dentists, and its panel of doctors will provide telephone medical advice.
4. **Unsupervised Children** - if a dependant child is left unsupervised on a **Trip Abroad** because **You** are hospitalised or incapacitated, **ACE Assistance** will organise his or her return home, including a suitable escort when necessary.

#### **FOR CLAIMS UNDER ALL TRAVEL SECTIONS, OTHER THAN EMERGENCIES ABROAD:**

On the happening of any occurrence likely to give rise to a claim under this section of the Policy, **You** should contact **Our** Claims Service Team as soon as reasonably possible after the date of the occurrence.

Postal Address: PO Box 4511, Dunstable, LU6 9QA.

Telephone: 0345 841 0059

Facsimile: 01293 597 323

Email: [claims@acegroup.com](mailto:claims@acegroup.com)



## Definitions applicable to European Travel

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### ***Abroad***

Outside the United Kingdom, Isle of Man and the Channel Islands (if **You** are resident in the Channel Islands).

### ***Accident/Accidental***

A sudden, identifiable, violent external event which happens by chance and which could not be expected.

### ***ACE Assistance***

The travel assistance and emergency medical and repatriation services arranged by **Us**

### ***Bodily Injury***

Physical injury caused by an **Accident** which directly and independently of any other cause results in the death or disability of the **Insured Person** within twelve months of the date of the **Accident**

### ***Emergency Dental Treatment***

Emergency **Treatment** to natural teeth carried out by a suitably qualified medical practitioner within seven days of the incident

### ***Home***

The address last notified to Footman James as **Your** permanent residence.

### ***Hospital***

A recognised establishment that has:

- Accommodation for resident patients; AND
- Organised facilities for diagnosis and major surgery; AND
- A 24-hour a day nursing service by registered nurses.

and is not:

- A convalescent nursing or rest home; OR
- A convalescent nursing self care or rest-section unit of a **Hospital**.
- A place to treat alcoholism or drug addiction.

### ***Insured Person***

**You** and any person who is driving the **Insured Vehicle** with **Your** permission and is named on the current certificate of motor insurance, and any passengers in the **Insured Vehicle**.

### ***Loss of Limb(s)***

The loss of a hand or foot by physical severance or total ***Loss of Use*** of an entire hand or foot.

### ***Loss of Sight***

The permanent and total loss of sight which **We** consider as having happened:

- In both eyes, if an ***Insured Person's*** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- In one eye if, after correction, the degree of sight an ***Insured Person*** has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at 60 feet).

### ***Loss of use***

The total and irrecoverable loss of use where the loss is continuous for 12 months and such loss of use is deemed permanent and beyond possibility of improvement.

### ***Medical Emergency***

- An injury; OR
- Sudden and unforeseen illness;

that requires immediate ***Treatment*** by a recognised medical practitioner.

### ***Medical Expenses***

- Medical, hospital, surgical, x-ray, manipulative, massage, therapeutic, and nursing ***Treatment*** charges; AND
- Medical supplies and ambulance hire costs that are given and prescribed by a qualified medical practitioner.

### ***Permanent and Complete Disability***

Disablement which:

- a) has lasted for at least 12 months; and
- b) in ***Our*** opinion is beyond hope of recovery; and
- c) will in all probability continue for the remainder of the ***Insured Person's*** life; and
- d) will prevent the ***Insured Person*** from engaging in or giving attention to:
  - i) paid work of any and every kind if in gainful employment;
  - ii) business profession or occupation of any and every kind, if they are not in gainful employment;
  - iii) business schooling profession or occupation of any and every kind, if they are under 16 years of age or under 18 years of age and in full time education;
- e) in respect of an ***Insured Person*** who is 65 years of age or over and is retired from employment, a disability which stops the ***Insured Person*** from performing, without assistance from another person, at least two of the following activities of daily living: eating, getting in or out of bed, dressing, toileting or walking.

### ***Personal Baggage***

Personal or ornamental items, including clothing and personal effects, owned and worn or carried by the ***Insured Person*** for personal use.

### ***Territorial Limit***

Any member country of the European Union, Croatia, Iceland, Norway, or Switzerland (including Liechtenstein); OR

The geographical area covered by the International Motor Insurance documents issued by Footman James for the ***Insured Vehicle***:

### ***Treatment***

Surgical or medical procedures necessary for the cure or relief of acute illness or injury.

### ***Trip***

A journey ***Abroad*** for leisure purposes with the ***Insured Vehicle*** between ***Your Home*** in the United Kingdom, Isle of Man, Jersey or Guernsey and ***Your*** destination ***Abroad*** within the ***Territorial Limit*** commencing and returning during the ***Period of Insurance***.

The total number of days spent on ***Trips*** is limited to a maximum of 35 days in any ***Period of Insurance***, irrespective of the number of ***Trips***. Any ***Trip*** that is longer than 35 days duration is not covered under this section of the Policy.

### ***War***

Armed conflict between nations, invasion, act of foreign enemy, civil war, military or usurped power.

### **IMPORTANT NOTE – WHEN YOUR COVER BEGINS AND ENDS**

Insurance cover for Cancellation and Curtailment under Part D of this section of the Policy begins when a ***Trip*** is booked, if this Policy is in force at the time of booking, or when ***Your Period of Insurance*** for this Policy commences.

Cover under all other parts of this section of the Policy operates for a ***Trip*** that takes place during the ***Period of Insurance*** and includes travel directly to and from ***Your*** home provided the return home is completed within 24 hours of the return to the United Kingdom, Isle of Man or the Channel Islands. If ***Your*** return from a ***Trip*** is unavoidably delayed due to a valid claim under this section of the Policy, ***You*** will continue to be insured without any additional premium for the period of the delay.

## A - MEDICAL EMERGENCY AND REPATRIATION SERVICE

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**IMPORTANT – IF YOU REQUIRE MEDICAL TREATMENT DURING YOUR TRIP ABROAD, YOU MUST CONTACT ACE ASSISTANCE IMMEDIATELY. IF YOU DO NOT, ACE MAY REJECT YOUR CLAIM OR REDUCE ITS PAYMENT**

**ACE Assistance (Telephone +44 (0) 20 7173 7798)**

### **What is covered**

- 1 If the **Insured Person** suffers a **Medical Emergency** or dies during a **Trip**, then **We** will pay the reasonable cost of:
  - (a) **Medical Expenses.**
  - (b) **Emergency Dental Treatment.**
  - (c) Additional travelling and accommodation for one person, on medical advice, to stay with or escort an **Insured Person** to the **Insured Person's Home.**
  - (d) Burial or cremation **Abroad** of a deceased **Insured Person** or the repatriation of the **Insured Person's** body or ashes to the **Insured Person's Home.**
  - (e) On the advice and authorisation of **ACE Assistance:**
    - (i) Repatriation of an **Insured Person**; AND
    - (ii) A medical escort if necessary on medical grounds, and to the United Kingdom, Isle of Man or Channel Islands (if the **Insured Person** is resident in the Isle of Man or the Channel Islands)
  - (f) Additional travelling and accommodation for the spouse or common law partner accompanying the **Insured Person** on the **Trip** to return to the **Home.**

### **What is not covered**

- 1 More than £1,000,000 for each **Insured Person** on each **Trip.**
- 2 More than £500 in total for costs incurred which were not authorised in advance by **ACE Assistance.**
- 3 More than £1,000 for **Emergency Dental Treatment.**
- 4 The first £50 of each claim for each **Insured Person** for each occurrence.
- 5 Any treatment, surgery or costs that are not medically necessary, are not authorised by **ACE Assistance**, or which in the opinion of the treating qualified medical professional can be delayed until the **Insured Person** returns home to the United Kingdom, Isle of Man or Channel Islands.
- 6 Costs of medication which the **Insured Person** is taking before, and which they will have to continue to take during, the **Trip**
- 7 Any claim arising from **Trips** taken by the **Insured Person:**
  - (a) Who is over 80 years of age at the start of any **Trip.**
  - (b) Against the advice of any medical practitioner; OR
  - (c) For the purpose of obtaining medical **Treatment abroad**; OR
  - (d) When a terminal prognosis has been received from a medical practitioner.

- 8 Any claim arising directly or indirectly from:
- (a) Any medical condition:
    - (i) which at the time this Policy was applied for or at any later date on which a **Trip** is booked an **Insured Person** is aware of which may result in a **Trip** being cancelled or curtailed.
    - (ii) which at the time this Policy was applied for or at any later date on which a **Trip** is booked either the **Insured Person** or any members of his/her immediate family is receiving treatment for, or is on a waiting list for, at a hospital or nursing home.
  - (b) Pre-planned or pre-known medical **Treatment** overseas.
  - (c) **Treatment** for cosmetic purposes.
  - (d) An **Insured Person** being refused travel (or having travelled) against a carriers policy on carrying passengers, or contrary to the health and safety restrictions of a carrier or any other publicly licensed sea vessel, train or coach, or their handling agents.
  - (e) The provision of dentures or artificial teeth (except emergency repairs carried out solely to alleviate stress in eating).
  - (f) Dental work involving the use of precious metals.
  - (g) Cosmetic surgery, reversing cosmetic surgery, or any corrective treatment needed as a result of previous cosmetic surgery.

## B - HOSPITAL DAILY BENEFIT

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### What is covered

If the **Insured Person** is admitted to **Hospital Abroad** following a **Medical Emergency** and **We** pay a claim under **A- MEDICAL EMERGENCY AND REPATRIATION SERVICE**, then

**We** will pay £20 for each complete 24 hour period spent as an in-patient.

### What is not covered

Any payment greater than £600 for each **Insured Person**.

## C - PERSONAL ACCIDENT

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### What is covered

1 If the **Insured Person** sustains **Bodily Injury** during the **Trip** that is the sole cause of death, **Permanent and Complete Disability, Loss of Limb(s)** or **Loss of Sight** **We** will pay the **Insured Person** or their legal representatives the following benefits:

- (a) Death:
  - (i) **Insured Persons** aged under 18 - £1,000.
  - (ii) **Insured Persons** aged 18 to 80 - £10,000.
- (b) **Loss of Limb(s)** - £10,000.
- (c) **Loss of Sight** - £10,000
- (d) **Permanent and Complete Disability** - £10,000

**We** will not pay more than one of benefits (a) to (d) shown above for **Bodily Injury** to an **Insured Person** arising from the same **Accident**. The most **We** will pay is £10,000 for any one **Insured Person** for the same **Accident**.

### What is not covered

- 1 Any claim arising from:
  - (a) Disease, infirmity, illness or physical defect which existed prior to the **Trip**; OR
  - (b) alcohol or drug abuse or mental illness
  - (c) deliberate exposure to danger (except in an attempt to save human life)
  - (d) the **Insured Person's** criminal act
  - (e) suicide, attempted suicide or deliberate self inflicted injury by the **Insured Person** regardless of the state of their mental health
  - (f) **Trips** taken by the **Insured Person** who is over 80 years of age at the start of any **Trip**.

## D - CANCELLATION OR CURTAILMENT

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### What is covered

**We** will repay the **Insured Person** for expenses paid or payable for travel and accommodation that **You** do not use due to:

- 1 Events beyond **Your** control (or not predictable by **You**):
  - (a) At the time of booking any **Trip** during the **Period of Insurance**; OR
  - (b) After you have booked any **Trip**;
- 2 Delay for more than 12 hours of **Your**:
  - (a) Outward flight; OR
  - (b) Sea crossing; OR
  - (c) International train journey from the country of departure;  
being part of a booked trip as specified on the ticket, caused by:
    - (i) Adverse weather conditions;
    - (ii) Strike or industrial action; OR
    - (iii) Mechanical breakdown of, or accident to, the aircraft, sea vessel or train in which **You** are booked to travel.

**Your** cancellation must be necessary and unavoidable. **You** must notify the Carrier or Travel Agent immediately **You** know the **Trip** is to be cancelled.

### What is not covered

- 1 More than £500 for each **Insured Person**.
- 2 Any claim arising from:
  - (a) **You** deciding **You** do not wish to travel, unless, after **You** have booked **Your Trip**, the Foreign Office announces that travellers are recommended to avoid the country or area **You** have planned to visit.
  - (b) Any medical condition:
    - (i) which at the time this Policy was applied for or at any later date on which a **Trip** is booked an **Insured Person** is aware of which may result in a **Trip** being cancelled or curtailed.
    - (ii) which at the time this Policy was applied for or at any later date on which a **Trip** is booked either the **Insured Person** or any members of his/her immediate family is receiving treatment for, or is on a waiting list for, at a hospital or nursing home.
  - (c) an **Insured Person** travelling against the advice of a medically qualified doctor or for the purpose of obtaining medical treatment, or where a terminal prognosis has been given.
  - (d) An **Insured Person** being refused travel (or having travelled) against a carrier's policy on carrying passengers, or contrary to the health and safety restrictions of a carrier or any other publicly licensed sea vessel, train or coach, or their handling agents.
  - (e) A **Trip** involving planned medical treatment.
  - (f) Labour disputes.
  - (g) The tour operator or anyone **You** have travel or accommodation arrangements with, failing to provide the arrangements.

- (h) Government regulations or actions.
  - (i) The **Insured Person**, or any other person on whom the holiday plans depend attending a Court of Law, except:
    - (i) Under subpoena as a witness (not being an expert in any professional or advisory capacity); OR
    - (ii) Compulsory jury service.
    - (iii) Any surgery or treatment that is not medically necessary, cosmetic surgery, reversing cosmetic surgery or any corrective treatment needed as a result of previous cosmetic surgery.
- 3 Any claim which arises from:
- (a) **Your** financial circumstances except if **You** are made redundant and qualify for redundancy payments under current legislation and such redundancy was not known or anticipated at the time of booking the **Trip**.
  - (b) **You** being unable to travel due to **Your** failure to hold or obtain a valid passport and any required visa in time for the booked **Trip**.
  - (c) **Your** work commitments or amendments of **Your** holiday entitlement by **Your** employer.
  - (d) **Your** delay to notify the tour operator, travel agent, transport or accommodation provider that it is necessary to cancel a booking.
- 4 The first £10 of each claim.

## E - PERSONAL BAGGAGE

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### What is covered

- 1 If the **Insured Person's Personal Baggage** is:

- (a) Stolen: OR
- (b) Lost (and not recovered); OR
- (c) Damaged: OR
- (d) Destroyed;

during a **Trip**, then **We** will pay up to £1000 for each **Insured Person**.

**We** will at **Our** option, either pay for the loss, or replace, reinstate or repair the items concerned. If **We** pay the cost of replacing the item as new, a deduction for wear, tear or depreciation will be made.

- 2 If the **Insured Person's Personal Baggage** is certified by the Carrier to have been:

- (a) Lost, OR
- (b) Misplaced;

for more than 12 hours on the outward journey of the **Trip**, then **We** will pay up to £100 for the purchase of essential items of clothing and toiletries. If the **Personal Baggage** proves to be permanently lost and **We** agree to pay for that loss, **We** will take off any amount already paid for the purchase of essential items of clothing and toiletries.



### What is not covered

- 1 The first £35 of each claim.
- 2 Any claim for:
  - (a) Any item not owned by **You**.
  - (b) Theft of **Personal Baggage** from unattended motor vehicles unless:
    - (i) The items are locked out of sight in a secure luggage area, or locked luggage space at the rear of an estate or hatchback car under a top cover and out of view; AND
    - (ii) Forcible and violent means are used to enter the vehicle; AND
    - (iii) Evidence of such entry is available.
  - (c) Theft of jewellery or photographic equipment from an unattended motor vehicle or from luggage in transit.
  - (d) Loss or theft of **Your Personal Baggage** if **You** do not report the loss or theft to the police within 24 hours of discovery and get a police report.
  - (e) Loss or theft of, or damage to **Your Personal Baggage** during **Your** outward or return journey if **You** do not get a written Carrier's report.
  - (f) Replacing any undamaged item forming part of a pair or set or collection
- 3 Any claim for an amount more than £250 for:
  - (a) Any one article; OR
  - (b) Any pair or set of articles; OR
  - (c) Jewellery and photographic equipment for all **Insured Persons**.
- 4 Loss or damage:
  - (a) Of:
    - (i) Contact or corneal lenses, dentures, hearing aids, bonds, coupons, securities, stamps or documents of any kind; AND
    - (ii) Musical instruments, portable telephones, televisions, CD players, computers, typewriters and personal organisers; AND
    - (iii) Glass, china antiques and pictures; AND
    - (iv) Vehicles or accessories, boats and/or ancillary equipment; AND
    - (v) Samples, merchandise, business goods or specialised equipment relating to a trade or profession; AND
    - (vi) Sports gear whilst in use; AND
    - (vii) Money
  - (b) As a result of:
    - (i) Electrical or mechanical breakdown or derangement; OR
    - (ii) Wear and tear; OR
    - (iii) Moth or vermin; OR
    - (iv) Denting or scratching or any process of dyeing or cleaning; OR
    - (v) Confiscation or detention by Customs or other lawful officials and authorities.
- 5 Damage to fragile or brittle articles unless caused by fire or as a result of an accident to a sea going vessel, aircraft or vehicle.

## F - OVERSEAS LEGAL ADVICE & EXPENSES (Maximum payable £25,000 per *Insured Person*)

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Cover under this Section only applies to Trips Abroad.

**ACE Assistance** – (see the beginning of this section of cover)

You can call **ACE Assistance** to help you:

- get legal advice from a local English-speaking lawyer, Embassy or Consulate
- pay reasonable emergency legal expenses or bail (against your guarantee of repayment)

**Note:** These are non-insured facilitation services making use of **ACE Assistance's** wide experience and contacts. Any costs incurred must be reimbursed to **ACE Assistance**.

The comments contained in this box are intended to draw your attention to significant issues. They do not, in any way, form part of the contract.

### DEFINITIONS

The following words and phrases will have the same special meaning in this Section wherever they appear in bold italic type and commence with a capital letter.

#### **Legal Expenses**

- a. fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the **Legal Representatives** in pursuing a claim or legal proceedings for damages and/or compensation against a third party who has caused accidental bodily injury to or illness of a **Person Insured** or in appealing or resisting an appeal against the judgment of a Court, tribunal or arbitrator.
- b. costs for which an **Insured Person** is legally liable following an award of costs by any court or tribunal or an out of Court settlement made in connection with any claim or legal proceedings.

#### **Legal Representatives**

the solicitor, firm of solicitors, lawyer, advocate or other appropriately qualified person firm or company appointed to act on behalf of an **Insured Person**.

#### **Any One Claim**

all claims or legal proceedings including any appeal against judgment consequent upon the same original cause, event or circumstance.

## A. Cover

If during a **Trip** an **Insured Person** sustains bodily injury or illness which is caused by a third party **We** will pay up to a benefit amount of £25,000 to cover **Legal Expenses** arising out of **Any One Claim**.

## B. Exclusions (General Exclusions apply as well)

In respect of each claim under this insurance **We** will not pay for:

- i. any Claim reported to **Us** more than 24 months after the beginning of the incident which led to the claim;
- ii. any claim where it is **Our** opinion that the prospects for success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the claim;
- iii. **Legal Expenses** incurred before receiving **Our** prior authorisation in writing unless such costs would have been incurred subsequent to **Our** authorisation;
- iv. **Legal Expenses** incurred in connection with any criminal or wilful act;
- v. **Legal Expenses** incurred in the defence against any civil claim or legal proceedings made or brought against the **Insured Person** unless as a counter claim;
- vi. Fines, penalties compensation or damages imposed by a court or other authority;
- vii. **Legal Expenses** incurred for any claim or legal proceedings brought against:
  - a) a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the claim or legal proceedings is eligible for consideration under an Arbitration Scheme or Complaint Procedure;
  - b) **Us** or **Our** agents; or
  - c) the **Insured Person's** employer;
- viii. Actions between **Insured Persons** or pursued in order to obtain satisfaction of a judgement or legally binding decision;
- ix. **Legal Expenses** incurred in pursuing any claim for compensation (either individually or as a member of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or medicine;
- x. **Legal Expenses** chargeable by the **Legal Representatives** under contingency fee arrangements;
- xi. **Legal Expenses** incurred where an **Insured Person** has:
  - a) failed to co-operate fully with and ensure that **We** are fully informed at all times in connection with any claim or legal proceedings for damages and or compensation from a third party; or
  - b) settled or withdrawn a claim in connection with any claim or legal proceedings for damages and or compensation from a third party without **Our** agreement. In such circumstances **We** shall be entitled to withdraw cover immediately and to recover any fees or expenses paid;
- xii. **Legal Expenses** incurred after an **Insured Person** has not:
  - a) accepted an offer from a third party to settle a claim or legal proceedings where the offer is considered reasonable by **Us**; or
  - b) accepted an offer from **Us** to settle a claim;
- xiii. **Legal Expenses** which **We** consider unreasonable or excessive or unreasonably incurred.

### C. SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

- i. **Legal Representatives** must be qualified to practise in the Courts of the country where the event giving rise to the claim occurred or where the proposed defendant under this Section is resident.
- ii. **We** shall at all times have complete control over the legal proceedings. Outside the European Union, the selection, appointment and control of **Legal Representatives** shall rest with **Us**. Within the European Union, the **Insured Person** does not have to accept the **Legal Representatives** chosen by **Us**. The **Insured Person** has the right to select and appoint **Legal Representatives** after legal proceedings have commenced subject to **Our** agreement to the **Legal Representatives'** fee or charging rates. If there is a disagreement over this choice of **Legal Representatives** the **Insured Person** can propose **Legal Representatives** by sending **Us** the proposed **Legal Representatives'** name and address. **We** may choose not to accept the **Insured Person's** proposal but only on reasonable grounds. **We** may ask the ruling body for **Legal Representatives** to nominate alternative **Legal Representatives**. In the meantime, **We** may appoint **Legal Representatives** to protect the **Insured Person's** interests.
- iii. The **Legal Representatives** and the **Insured Person** must co-operate fully with and ensure that **We** are fully informed at all times in connection with any claim or legal proceedings for damages and or compensation from a third party. **We** are entitled to obtain from the **Legal Representatives** any information, document or advice relating to a claim or legal proceedings under this Insurance. On request the **Insured Person** will give to the **Legal Representatives** any instructions necessary to ensure such access.
- iv. **Our** authorisation to incur **Legal Expenses** will be given if an **Insured Person** can satisfy **Us** that:
  - a. there are reasonable grounds for pursuing or defending the claim or legal proceedings and the **Legal Expenses** will be proportionate to the value of the claim or legal proceedings; and
  - b. it is reasonable for **Legal Expenses** to be provided in a particular case. The decision to grant authorisation will take into account the opinion of the **Legal Representatives** as well as that of **Our** own advisers. If there is a dispute, **We** may request, at the **Insured Person's** expense, an opinion of a barrister as to the merits of the claim or legal proceedings. If the claim is admitted, an **Insured Person's** costs in obtaining this opinion will be covered by this Insurance.
- v. If there is any dispute, other than in respect of the admissibility of a claim on which **Our** decision is final, the dispute will be referred to a single arbitrator who will be either a solicitor or barrister agreed by all parties, or failing agreement, one who is nominated by the current President of the appropriate Law Society. The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of **Us**, the **Insured Person's** costs shall not be recoverable under the Insurance.
- vi. **We** may at **Our** discretion assume control at any time of any claim or legal proceedings in the name of the **Insured Person** for damages and or compensation from a third party.
- vii. All claims within this Section must be submitted to **Us** in writing within 90 days.
- viii. Any **Legal Expenses** incurred without **Our** written agreement shall entitle **Us** to withdraw cover immediately and to recover any fees or expenses paid to the **Insured Person**.
- ix. **We** may at **Our** discretion require the **Insured Person** to obtain at the expense of the **Insured Person** an opinion of a barrister agreed by the **Insured Person** and **Us** as to whether or not there are reasonable grounds for continuing to pursue or defend any claim or legal proceedings. **We** will pay such expense if the opinion indicates that there are reasonable grounds for pursuing or defending the claim or legal proceedings.
- x. **We** may at **Our** discretion offer to settle a counter-claim against the **Insured Person** which it considers to be reasonable instead of continuing any claim or legal proceedings for damages and/or compensation by a third party.

- xi. The **Insured Person** shall be responsible for the repayment to **Us** of all sums paid by **Us** in respect of the **Legal Expenses** where:
  - a. an award of costs is made in favour of the **Insured Person** in the claim or legal proceedings;
  - or
  - b. costs are agreed to be paid to the **Insured Person** as part of any settlement of the claim or legal proceedings.
- xii. If a conflict of interest arises, where **We** are also the insurers of the third party or proposed defendant to the claim or legal proceedings, the **Insured Person** has the right to select and appoint other **Legal Representatives** in accordance with the terms of this Insurance.
- xiii. If at the request of the **Insured Person Legal Representatives** cease to continue acting for the **Insured Person** **We** shall be entitled to withdraw cover immediately or agree with the **Insured Person** to appoint other **Legal Representatives** in accordance with the terms of this Insurance.

#### General Conditions applying to all of this Section - European Travel

- 1 An **Insured Person** must:
  - (a) Keep to the terms and conditions of this insurance.
  - (b) Take proper care of their belongings and themselves and act as if this insurance did not exist.
  - (c) Take all reasonable steps to avoid or minimise any claim.
  - (d) Notify **Us** immediately of any situation likely to result in a claim under this Policy
  - (e) Avoid deliberately putting themselves at risk except in an attempt to save human life.
  - (f) Take all reasonable steps to recover any lost or stolen articles and to identify and ensure the prosecution of the guilty persons.
  - (g) supply to **Us** at their expense all information, evidence and receipts **We** require including medical certificates signed by a medically qualified doctor, Police reports, and other reports in connection with any claim
  - (h) send **Us** any writ, summons, legal process or other correspondence received in connection with a claim immediately it is received without answering it
  - (i) not admit liability, or offer or promise to make any payment, or sell or otherwise dispose of any item or property for which a claim is being made, or abandon an item of property to **Us**.
- 2 **We** shall have the benefit of unused travel tickets in the event of a valid claim.
- 3 **We** shall have the right to:
  - (a) inspect and take possession of any item of property for which a claim is being made and handle any salvage in a reasonable manner
  - (b) take over and deal with the defence or settlement of any claim in an **Insured Person's** name and keep any amount recovered
  - (c) settle all claims in pounds sterling
- 4 **We** will make every effort to provide the services at all times, but **We** will not be responsible for any liability arising from the failure of the service.
- 5 If a claim is made which **You** or anyone acting on **Your** behalf knows is false, fraudulent or exaggerated, **We** will not pay the claim and the cover under this section of the Policy will end.

- 6 The **Insured Person** must repay, within one month of **Our** request, any costs or expenses that are not insured under this section of the Policy, which **We** pay to an **Insured Person**, or on their behalf.
- 7 The Contracts (Rights of Third Parties) Act 1999 or any amendment thereto shall not apply to this section of the Policy. Only **Us** and the **Insured Person** can enforce the terms of this section of the Policy. No other party may benefit from this contract as of right. This section of the Policy may be varied or cancelled without the consent of any third party.
8. Current legislation allows the parties to this contract to choose which law is used to interpret this Policy. **You** and **Us** agree that:
  - i. this section of the Policy will be governed and interpreted in accordance with the Law of England and Wales and only the English Courts will have jurisdiction in any dispute; and
  - ii. communication of and in connection with this Policy shall be in the English language.

### What is not covered

General Exclusions applying to all of this section - European Travel

- 1 Any claim which is covered under any other insurance, or which would have been covered if this insurance did not exist. This exclusion does not apply to **HOSPITAL DAILY BENEFIT or PERSONAL ACCIDENT** benefits.
- 2 Any claim resulting from:
  - (a) Any deliberate or illegal act of the **Insured Person**; OR
  - (b) The **Insured Person's** suicide, insanity, intentional self-injury, alcoholism, drug addiction or solvent abuse or the **Insured Person** being under the influence of drink or drugs; OR
  - (c) Sexually transmitted disease; OR
  - (d) HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS and/or mutant derivatives or variation; OR
  - (e) Flying (other than as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft).
- 3 Any claim as a result of an **Insured Person** taking part in:
  - (a) Manual work in conjunction with any profession, business or trade; OR
  - (b) Steeplechasing, polo, hunting, professional sports, mountaineering, pot holing, fighting except in self-defence, scuba diving below a depth of 30 metres, ballooning or parascending; OR
  - (c) Any race, speed or duration test or practice for such events (other than athletics); OR
  - (d) Any form of hazardous pursuits or activity except as an organised holiday interest where tuition by experts is provided; OR
  - (e) Paraskiing, luge, skeleton, ski jumping or ski racing.
- 4 Losses caused by, contributed to by or arising from:
  - (a) War or any act of War whether War is declared or not; OR
  - (b) Ionising radiations radioactive contamination or radiation of any kind including the radioactive, toxic or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; OR
  - (c) Pressure waves caused by aircraft or any other aerial devices travelling at sonic or supersonic speeds. .

## Legal Protection

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

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](http://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 the schedule.

If you have any questions about any of your cover, contact your insurance broker Footman James.

### **Name of Insurance undertaking**

AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202189. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk). AmTrust Europe Limited is registered in England and Wales under number 01229676.

### **Important information**

This document sets out the terms and conditions of your cover and it is important that you read it carefully. There are different levels of cover available. The cover you hold will be set out in the accompanying policy schedule. If changes are made, these will be confirmed to you separately in writing.

Each section of cover explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all sections of the cover, and there are general conditions that you must follow so you are entitled to the cover.

### **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 motor policy, and you confirm that you do not know about any incident which may give rise to a claim, you will receive a full return of the premium paid for this Additional Product.

This Additional Product can only be cancelled after 14 days if you are also cancelling your Main Insurance Policy. The refund due will be calculated in accordance with the cancellation terms set out in the general conditions of the motor policy (see page 34).

Unless we have agreed otherwise with you, English law will govern this insurance.



## Legal Protection

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

### 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's 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 motor insurance additional cover schedule. Footman James can also give you our address and phone number.

If your insurance is with an underwriter at Lloyd's (this information can be found on your schedule or certificate of insurance) and you are still not satisfied with the way your complaint has been dealt with, you may ask the Policyholder and Market Assistance Department at Lloyd's to review your case.

The address is:

Policyholder and Market Assistance

Lloyd's Market Services

G6/86

One Lime Street London

EC3M 7HA.

Phone: 020 7327 5693 Fax: 020 7327 5225

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

If you are not satisfied, you may be able to refer your complaint, at any time, 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](mailto:complaint.info@financial-ombudsman.org.uk)

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

## Legal Protection

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

### 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.

You must tell us about any incident (such as an accident, fire or theft), whether or not you will make a claim. When you tell us about an incident, we will pass information about it to the relevant agencies. We may search the databases held by those agencies when you apply for insurance or make a claim.

We and Footman James may record phone calls and use the recordings to prevent fraud, for staff training and for quality-control purposes.

### 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](http://www.askmid.com). You should show this notice to anyone insured to drive the vehicle covered under the policy.

### Preventing and detecting fraud and claims history

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 claim;
- 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.

## Legal Protection

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

### After a motor accident.

If **You** are involved in a motor accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident. In situations where the accident is not **Your** fault Footman James will pass the information to **Us**. Alternatively **You** can contact **Us** on the telephone number shown on **Your Schedule**.

### The meaning of the words in this Policy:

#### We, Us, Our:

Albany Assistance Limited of Pinesgate, Lower Bristol Road, Bath BA2 3DP acting on behalf of AmTrust Europe Limited, Market Square House, St James's Street, Nottingham NG1 6FG the underwriters of this **Policy**, and who may monitor and record calls.

#### You, Your:

The person named as the Policyholder in the Schedule of cover.

#### Insured Vehicle:

Any motor vehicle **You** own or for which **You** are legally responsible including any caravan or trailer properly constructed to be towed by such vehicle and attached to it by normal means.

#### Insured Person:

**You** and any other person authorised by **You** to drive or to be a passenger in or on the **Insured Vehicle**.

#### Participating Agent:

The insurance intermediary, firm or company who are authorised to sell this **Policy** to **You** on behalf of **Us** and the underwriters.

#### Approved Charges:

Any liabilities incurred by an **Insured Person** under schemes **We** have approved for the provision of services reasonably required as a consequence of a **Qualifying Accident** and where **We** have consented in advance to such services being provided.

**Approved Service Provider:**  
Helphire Limited.

**Policy:**  
This policy of insurance

**Policy Claim:**  
An *Insured Person's* request for indemnity under this *Policy*

**Premium:**  
The payment which is required to be paid to the *Participating Agent* or *Us*, by *You* for the *Insured Person* to obtain benefit of this *Policy*. Such amount is to be made by *You* in a single payment and is to be received by the *Participating Agent* or *Us* within 14 days of the date of issue of the *Policy*, save that the *Participating Agent* or *We* may, at their absolute discretion, waive *Your* obligation to pay.

**Claim:**  
An *Insured Person's* claim for compensation resulting from a *Qualifying Accident*.

**Approved Lawyer:**  
A Solicitor, Counsel, or Claims Handler whom *We* approve, appointed under the terms and conditions of this *Policy* to pursue the *Claim*.

**Legal Costs:**  
*Legal Costs* and disbursements of civil proceedings limited to amounts which are or would be allowed on a detailed assessment where costs are payable by one party to another under the Civil Procedure Rules or any other rules which replace them from time to time.

**Your Costs:**  
*Legal Costs* of pursuing the *Claim* (before or after the issue of proceedings), reasonably incurred with the *Approved Lawyer* and with *Our* prior written consent.

**Another Party's Cost:**  
*Legal Costs* which an *Insured Person* is ordered by a Court to pay to *Another Party* or which are agreed by *Us* in a negotiated settlement.

**Period of Insurance:**  
The period of cover not exceeding 12 months shown in the Schedule of cover.

**Territorial Limit:**  
Any member state of the European Union (excluding Bulgaria, Lichtenstein, Lithuania, Poland and Romania), Switzerland or Norway except where the *Policy Claim* is for *Approved Charges*, in which case it is the United Kingdom of Great Britain and Northern Ireland (excluding the Channel Islands or the Isle of Man).

**Qualifying Accident:**

An accident occurring within the **Territorial Limit** during the **Period of Insurance** which causes loss or damage to an **Insured Vehicle** or its contents or death or injury to an **Insured Person**, which **We** reasonably believe could be shown to have been caused to a greater extent by the fault of **Another Party** than by the fault of the **Insured Person** except for a **Policy Claim** for **Approved Charges** in which case **We** must reasonably believe it could be shown to have been caused solely by **Another Party**.

**Another Party:**

The driver(s), owner(s) or any other persons(s) responsible for a vehicle insured against third party risks (other than the driver of the **Insured Vehicle**), or any other party(ies) so insured.

**Relevant Occurrence:**

A potential **Qualifying Accident**.

**Prospects of Success:**

The likelihood that a **Claim** will result (whether by court order or negotiation) in an **Insured Person** receiving an award of compensation which (after taking into account the likely contributions to be made to **Your Costs** by **Another Party**) is more than the cost of pursuing it.

**Limit of Indemnity:**

In respect of each **Qualifying Accident** up to the sum of £50,000 if **You** have an Accident Protection Policy Plus, or up to £100,000 if **You** have either an Accident Protection Policy 5 Star or One Call 5 Star Plus.

**WHAT IS INSURED**

**We** agree to indemnify an **Insured Person** for:

- (i) **Approved Charges** when they are required to pay them if not by then recovered from **Another Party**;
- (ii) **Your Costs** which, after using reasonable endeavours, are not recovered from **Another Party**; and
- (iii) **Another Party's Costs** subject in each case to the terms and conditions of this **Policy** and the **Limit of Indemnity**.

**WHAT IS NOT INSURED**

1. A **Policy Claim** where any of the following apply:
  - a) at the time of the **Qualifying Accident** the **Insured Vehicle** was being driven in circumstances constituting a criminal offence (whether or not prosecution ensued) and **We** consider that the **Claim** has been prejudiced as a result; or
  - b) one **Insured Person** wishes to claim against another; or
  - c) the **Insured Person's** motor insurer repudiates the motor policy covering the **Insured Vehicle** or refuses indemnity; or
  - d) the **Insured Person** in **Our** reasonable opinion prejudices any **Claim**; or
  - e) the **Insured Person** unreasonably fails to accept the advice of the **Approved Lawyer**.

2. Any liabilities incurred by an **Insured Person** arising from a claim or counterclaim against them whether or not resulting from a **Qualifying Accident** (this is either the responsibility of the **Insured Person** or their motor insurer).
3. Any liabilities that can be recovered under any other insurance.
4. Fixed penalties, fines and punitive damages awarded against an **Insured Person**.
5. In the case of an Accident Protection Policy Plus, the first £50 of each and every **Claim**.

## GENERAL CONDITIONS

For the purpose of these conditions any reference to **You** or **Your** shall be deemed to include any **Insured Person**.

### 1. YOU MUST

- a) observe all the terms and conditions of this **Policy** as a condition precedent to **You** being entitled to any indemnity;
- b) notify **Us** within 90 days of the **Relevant Occurrence** and promptly provide **Us** (in writing if requested) with full details of both it and, if **You** wish to make one, the **Policy Claim**;
- c) take reasonable steps to minimise the amount claimed under this **Policy**;
- d) notify **Us** immediately in writing if:
  - (i) **Your** address changes; or
  - (ii) **You** become aware that as a result of the **Qualifying Accident** civil or criminal legal proceedings may be issued against **You**;
- e) send **Us** or the **Approved Lawyer** all letters, notices and communications **You** receive regarding the **Claim**;
- f) comply fully with the terms and conditions of the agreement with any **Approved Service Provider** and co-operate with them, **Us** and the **Approved Lawyer**;
- g) disclose to **Us** promptly all information **We** request concerning the **Claim** and instruct the **Approved Lawyer** to do the same;
- h) have **Your Costs** or **Another Party's Costs** taxed, assessed or audited, if requested to do so;
- i) tell **Us** or the **Approved Lawyer** at once of all offers **You** receive to settle all or part of the **Claim** and not accept any offer without **Our** written consent;
- j) attend Court if requested to do so;
- k) always act in good faith with **Us**, any **Approved Lawyer** and the **Approved Service Provider**;
- l) pursue diligently both the **Claim** and a claim for **Your Costs**;
- m) do and instruct the **Approved Lawyer** to do anything else **We** may reasonably require;
- n) pay **Us** any monies **You** receive in respect of sums which **We** have paid under the terms of this **Policy** and, but only in the event that the **Approved Lawyers** do not refund it to **Us**, any monies paid on account of **Your Costs** in excess of **Your Costs** paid by **Another Party**, from any other sums **You** receive.

## 2. WE MAY

- a) even before
  - (i) full and final settlement of a **Claim** or
  - (ii) any payment is made hereunder, or
  - (iii) after payment of a sum pursuant to clause 2c):

exercise all rights and causes of action accruing to **You** and take over and conduct in **Your** name the prosecution, pursuit or settlement of any **Claim** and/or the defence of any claim made against **You** arising out of a **Qualifying Accident**;

- b) refuse any further indemnity if **You** do not accept what is a reasonable offer to settle a **Claim**;
- c) pay **You** all or part of the amount of a **Claim** and if so, **We** may choose whether or not to pursue recovery of that sum;
- d) cancel this insurance by giving **You** 21 days written notice and refund an appropriate proportion of the **Premium**; this will not affect any **Claims** being handled by the **Approved Lawyer** before cancellation;
- e) settle a **Claim** on such terms as **We** consider fit even if this means that **You** are unable to pursue losses arising from the **Insured Incident** if:
  - (i) **You** fail to give instructions to **Us** or the **Approved Lawyer** despite three written requests; or
  - (ii) **You** default in one of the situations set out in Condition 3. below;
- f) at **Our** discretion enter into arrangements with an **Approved Lawyer** under which they may render and **We** will pay interim bills in respect of **Your Costs**.

## 3. REFUSING INDEMNITY

If:

- a) It becomes apparent that any of this **Policy's** exclusions apply; or
- b) **You** do not comply with the conditions of the **Policy**; or
- c) **We** consider that **You** have misled **Us**, the **Approved Lawyer** or the **Approved Service Provider**; or
- d) **We** reasonably consider that **You** have failed to disclose any material facts; or

**We** shall be entitled to refuse indemnity under this **Policy** or, in the case where a default under a) or b) or c) above relates only to a single **Qualifying Accident**, to refuse indemnity for that **Qualifying Accident**. **We** shall write to **You**, giving **You** reasons. **You** shall immediately pay **Us** for any liabilities **We** have incurred or which **We** consider **We** will incur; **We** shall be released, as between **You** and **Us**, from any obligation to make any, or any further, payment on **Your** behalf.

## 4. INSUFFICIENT PROSPECTS OF SUCCESS

If at any time **We** consider a **Claim** has insufficient **Prospects of Success** or **Your** interests can be better served by other means **We** shall write to **You** explaining **Our** decision and **We** will not be required to make any further payment in respect of **Legal Costs**. If there is no barrister's opinion which supports **Our** view then within seven days of receiving **Our** letter **You** may write asking **Us** to obtain one at **Your** expense. If that opinion does not support **Our** view **We** will continue the indemnity for **Legal Costs** and pay the cost of the opinion.

## 5. ADDITIONAL CONDITIONS APPLICABLE TO CLAIMS FOR LEGAL COSTS

Without restricting **Our** rights in General Condition 2 a), **You** must instruct **Our** choice of **Approved Lawyer** up to the time when legal proceedings are in prospect, but if **We** agree to these taking place **You** may at any time prior to the issue of proceedings nominate a solicitor who will agree to comply with **Our** standard terms of instruction to be the **Approved Lawyer**. In making **Your** nomination **You** must have regard to the duty to keep the costs of **Your Policy Claim** to a minimum. **We** may then either ask **You** to nominate an alternative or offer **You** a choice of at least three other solicitors.

**We** will notify **You** promptly if at any time **We** consider **Our** interests conflict with **Yours** and **You** will then be able to nominate a solicitor in accordance with this paragraph.

## 6. ARBITRATION

If there is a dispute between **You** and **Us**, relating to this **Policy**, either side may refer it to the arbitration of a single arbitrator who will be either a solicitor or a barrister, to be agreed between **Us**; failing agreement, the Law Society shall name an arbitrator whose decision shall be final and binding on both sides. The arbitration will be governed by the rules set out in the Arbitration Acts then in force.

## 7. JURISDICTION

This **Policy** will be governed by English Law and **You** and **We** submit to the exclusive jurisdiction of the English Courts.



## UK Breakdown

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### **(Your Schedule will confirm if this cover applies)**

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](http://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 the schedule.

This is your Motor Insurance Additional Cover Policy 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 additional cover insurance documents, contact your insurance broker Footman James.

### **Name of Insurance undertaking**

This policy is underwritten by Inter Partner Assistance SA (IPA), which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA firm register number is 202664. You can check this on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is administered by AXA Assistance UK, which is regulated by the Financial Conduct Authority (FCA) (FCA register number 439069) and a member of the AXA Assistance Group. Their registered address is: The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

### **Important information**

This document sets out the terms and conditions of your cover and it is important that you read it carefully. There are different levels of cover available. The cover you hold will be set out in the accompanying policy schedule. If changes are made, these will be confirmed to you separately in writing.

Each section of cover explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all sections of the cover, and there are general conditions that you must follow so you are entitled to the cover.

### **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 motor policy, and you confirm that you do not know about any incident which may give rise to a claim, you will receive a full return of the premium paid for this Additional Product.

This Additional Product can only be cancelled after 14 days if you are also cancelling your Main Insurance Policy. The refund due will be calculated in accordance with the cancellation terms set out in the general conditions of the motor policy (see page 34).

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's 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 motor insurance additional cover schedule. Footman James can also give you our address and phone number.

If your insurance is with an underwriter at Lloyd's (this information can be found on your schedule or certificate of insurance) and you are still not satisfied with the way your complaint has been dealt with, you may ask the Policyholder and Market Assistance Department at Lloyd's to review your case.

The address is:

Policyholder and Market Assistance

Lloyd's Market Services

G6/86

One Lime Street London

EC3M 7HA.

Phone: 020 7327 5693 Fax: 020 7327 5225

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

If you are not satisfied, you may be able to refer your complaint, at any time, 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](mailto:complaint.info@financial-ombudsman.org.uk)

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

### **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.

You must tell us about any incident (such as an accident, fire or theft), whether or not you will make a claim. When you tell us about an incident, we will pass information about it to the relevant agencies and our authorised repairers / contractors. We may search the databases held by those agencies when you apply for insurance or make a claim.

We and Footman James may record phone calls and use the recordings to prevent fraud, for staff training and for quality-control purposes.

### **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](http://www.askmid.com). You should show this notice to anyone insured to drive the vehicle covered under the policy.

### **Preventing and detecting fraud and claims history**

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 claim for all types of insurance;
- 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.

## Definitions applicable to UK Breakdown.

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### **Breakdown**

(1) Mechanical or electrical failure; OR

(2) A road accident, or damage caused by vandalism, fire, theft or attempted theft; that renders the **Insured Vehicle** immobile or unroadworthy

### **Insured Vehicle**

The vehicle(s) specified in the current certificate of motor insurance issued by Footman James. It also includes any trailer or caravan attached to this vehicle.

### **Schedule**

The latest **Schedule** issued by Footman James as part of **Your** Insurance Document

### **We, Our, Us**

The insurer named in the schedule

### **Home**

The address last notified to Footman James as **Your** permanent residence or place where the **Insured Vehicle** is normally kept.

### **Insured Person**

**You**, and any passenger or driver who is in the vehicle with **Your** permission at the time of the **Breakdown** (maximum 7 people including the driver).

### **Territorial Limit A - U.K.**

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, Jersey and Guernsey.

## How to Claim

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In the event of:

- A **Breakdown**; OR
- An accident; OR
- The only available driver being incapacitated, anywhere in the United Kingdom but within the **Territorial Limits**, **You** can telephone the emergency telephone number on **Your Schedule** for assistance.

**You** should have the following information available:

- **Insured Person's** full name and address
- Policy number on **Your** certificate of insurance.
- Registration number of the **Insured Vehicle**
- Make, model and colour of the **Insured Vehicle**
- Nature of the **Breakdown** or problem
- The precise location of the **Insured Vehicle**

Unless **You** arrange with **Us** on the telephone **You** must be with the **Insured Vehicle** at the estimated time that **We** advise assistance can be expected.

#### **Emergency message service.**

The emergency assistance telephone operator will forward a message to a member of **Your** family, friend or work colleague if **You** would like them to do so.

Once **You** have been towed to a place of safety call the emergency assistance telephone number on **Your Schedule** and the recovery agent may accept **Our** guarantee of payment. **You** may be required to pay for this service immediately in which case obtain and keep a receipt.

**We** may then be able to arrange any other assistance **You** require in accordance with the Terms and Conditions of this cover.

Only by calling the emergency assistance telephone number will **You** be able to claim for the services provided.

Text messaging is available if **You** are deaf, hard of hearing or have speech difficulties. Please text the word 'breakdown' to 07624808266

#### **What is covered**

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##### ***Breakdown within U.K. Only***

##### **1. Emergency Roadside Repairs**

Following the **Breakdown** of the **Insured Vehicle**;

- (a) Within the **Territorial Limit A - U.K.**; AND
- (b) At least one mile from **Your Home** or where the **Insured Vehicle** is usually kept;

**We** will pay the call out charge and up to one hour's labour costs for one of **Our** vehicle rescue operators to attend the scene of the **Breakdown** and where possible carry out emergency repairs.

##### **2 Vehicle Recovery**

If the **Insured Vehicle** cannot be repaired at the scene of the **Breakdown** within one hour, **We** will arrange for the **Insured Vehicle** together with the **Insured Person** and up to six passengers to be taken:

- To a suitable garage, normally within 15 miles. The repairs made will be at **Your** cost, OR,
- If the **Insured Person** wishes, to the **Home** address.

##### **3 Getting **You** to **Your** destination.**

(a) If the **Insured Vehicle** cannot be repaired on the same day as the **Breakdown**, **We** will decide the best way of providing help and **We** will pay:

- (i) The cost of transporting the **Insured Vehicle** and/or **Insured Person** to:
    - **Your** intended destination within the **Territorial Limit**; OR
    - **Home**; and to take the **Insured Vehicle** to a garage of **Your** choice within 15 miles during one complete journey; OR
  - (ii) An **Insured Person's** overnight hotel accommodation costs of up to £50 per person provided that the most **We** will pay for all claims arising from one **Breakdown** is £250; OR
  - (iii) The cost of a hire vehicle up to 1100cc, arranged by **Us** for a hire period up to 24 hours. **You** will be responsible for the return of the hire vehicle and collection of the repaired **Insured Vehicle**.
- (b) If, during the journey, the **Insured Person** suffers accidental bodily injury or illness which prevents him or her from driving and there is no one else able or qualified to drive the **Insured Vehicle**, **We** will provide, and pay for, a driver to complete the journey or return the **Insured Vehicle** and passengers to **Your** intended destination.

### What is not covered

These exclusions apply to all insured events (1-3).

- 1 The cost of:
  - (a) Spare or replacement parts, fluids or fuel or any other materials used in repairing the **Insured Vehicle**; OR
  - (b) Any repairs carried out other than those carried out at a scene of a **Breakdown** or a claim payable under insured event 4 - Theft damage; OR
  - (c) Obtaining a spare wheel or roadside repairs where the spare wheel carried by the **Insured Vehicle** is not legal and serviceable; OR
  - (d) Replacing broken windows or keys or finding missing keys; OR
  - (e) Damage caused as a direct result of gaining access to the **Insured Vehicle** following **Your** request for assistance; OR
  - (f) Ferry crossings, parking charges, fines or toll charges; OR
  - (g) Ferry crossings or toll charges incurred by the driver of the recovery vehicle; OR
  - (h) Recovery of the **Insured Vehicle** if it is partly or completely buried in mud, snow, sand or water; OR
  - (i) Recovery of a trailer or caravan on tow unless it is less than 7.6 metres (25 feet) in length.
- 2 The **Breakdown** of the **Insured Vehicle**:
  - (a) If it has knowingly been driven in an unsafe or unroadworthy condition; OR
  - (b) Which has resulted from the lack of oil, fuel or water; OR
  - (c) Which occurs if the **Insured Vehicle** has been modified for, or is being used for, motor racing, trials or rallying or for hire or reward; OR
  - (d) Where the **Insured Vehicle** is being used unreasonably on unsuitable terrain; OR
  - (e) Where the **Insured Vehicle** is carrying more occupants or a greater weight than the manufacturers specified maximum.
- 3 **Breakdown** assistance or recovery where the **Insured Vehicle**:
  - (a) Exceeds 3,500 kilograms gross vehicle weight or 5.49 metres (18 feet) in length; OR
  - (b) Is considered to be dangerous or illegal to repair or transport.
- 4 The cost or the quality of repairs when the **Insured Vehicle** is repaired in a garage.
- 5 More than six claims for **Breakdown** recovery in any one period of insurance, nor more than two claims in any one period of insurance which arise from a common identified fault.
- 6 Any costs:
  - (a) Incurred before **You** have notified **Us** of the **Breakdown**; OR
  - (b) Which would have been incurred had no claim arisen; OR
  - (c) Covered under any other insurance or under the service provided by a motoring organisation, or which would have been covered if this insurance did not exist; OR
  - (d) Arising from an **Insured Person's** failure to comply with **Our** instructions or the vehicle rescue operator's instructions in respect of the service being provided.

- 7 Any claim:
- (a) Arising from the driving of the **Insured Vehicle** with **Your** permission by anyone (including **You**):
    - (i) Who **You** know is disqualified from driving, or has never held a licence to drive the **Insured Vehicle**, or is prevented by law from having a licence; OR
    - (ii) Who is not complying with the conditions of the licence held; OR
  - (b) For loss or damage to personal effects left in, on or outside the **Insured Vehicle**; OR
  - (c) For damage to the **Insured Vehicle** when it is being transported to **Your Home**; OR
  - (d) Directly or indirectly caused by or resulting from the failure, or fear of failure, of any device to recognise, interpret or process any date as its true calendar date, or to continue to function correctly beyond that date.
- 8 **Breakdowns** caused by, contributed to by or arising from:
- (a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; OR
  - (b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; OR
  - (c) War, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, military force or coup; OR
  - (d) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds; OR
  - (e) Acts of terrorism as defined in the Terrorism Act 2000.

### Conditions

Applicable to **UK Breakdown** and **UK Breakdown with Homestart**

- 1 An **Insured Person** must keep to the terms and conditions of this insurance.
- 2 **You** must quote **Your** policy number when telephoning for assistance and produce relevant identification on demand by the repairer, recovery specialist or other nominated agent.
- 3 **We** can 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 and **You** must co-operate with any reasonable request for assistance.
- 4 The **Insured Vehicle** shall at all times be maintained in a roadworthy condition, regularly serviced and where designed to, shall carry a serviceable spare tyre.
- 5 **We** will make every effort to provide the **Breakdown** and recovery service at all times, but **We** will not be responsible for any liability arising from failure of the service.
- 6 **You** are required to make immediate arrangements for any permanent repairs that may be necessary following temporary roadside repairs to the **Insured Vehicle** arranged by **Us**.
- 7 **We** will not be responsible for any indirect loss in connection with a **Breakdown** however it is caused.
- 8 **We** will not be responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **Your** instructions or the instructions of any person acting on **Your** behalf.
- 9 Unless arranged with the vehicle rescue operator, or **Us**, **You** must be in attendance with the **Insured Vehicle** at the estimated time **We** advise that assistance can be expected.
- 10 **You** will have to pay the cost for the repair or recovery vehicle attending the **Insured Vehicle** if, after requesting assistance to which **You** are entitled, the **Insured Vehicle** is moved, recovered or repaired by any other means.
- 11 Following temporary roadside repairs to the **Insured Vehicle** or recovery to **Your** intended destination arranged by **Us**, **We** will not be liable to provide further assistance in respect of the same incident or insured event.
- 12 **We** will decide the best way of providing help.
- 13 If **You** are not prepared to accept **Our** decision or that of **Our** Agent, on the most suitable form of assistance to be provided, **We** will not pay more than £100 towards **Your** preferred form of assistance for any one **Breakdown**.

## UK Breakdown with Homestart

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(Your Schedule will confirm if this cover applies)

See policy wording for *UK Breakdown* subject to the amendment set out below:

### Homestart

The requirement under "What is Covered – section 1b)" no longer applies where *UK Breakdown with Homestart* is specified on *Your Schedule*.



## UK & European Breakdown

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### (Your Schedule will confirm if this cover applies)

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](http://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 the schedule.

This is your Motor Insurance Additional Cover Policy 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 additional cover insurance documents, contact your insurance broker Footman James.

### Name of Insurance undertaking

This policy is underwritten by Inter Partner Assistance SA (IPA), which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA firm register number is 202664. You can check this on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is administered by AXA Assistance UK, which is regulated by the Financial Conduct Authority (FCA) (FCA register number 439069) and a member of the AXA Assistance Group. Their registered address is: The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

### Important information

This document sets out the terms and conditions of your cover and it is important that you read it carefully. There are different levels of cover available. The cover you hold will be set out in the accompanying policy schedule. If changes are made, these will be confirmed to you separately in writing.

Each section of cover explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all sections of the cover, and there are general conditions that you must follow so you are entitled to the cover.

### 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 motor policy, and you confirm that you do not know about any incident which may give rise to a claim, you will receive a full return of the premium paid for this Additional Product.

This Additional Product can only be cancelled after 14 days if you are also cancelling your Main Insurance Policy. The refund due will be calculated in accordance with the cancellation terms set out in the general conditions of the motor policy (see page 34).

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's 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 motor insurance additional cover schedule. Footman James can also give you our address and phone number.

If your insurance is with an underwriter at Lloyd's (this information can be found on your schedule or certificate of insurance) and you are still not satisfied with the way your complaint has been dealt with, you may ask the Policyholder and Market Assistance Department at Lloyd's to review your case.

The address is:

Policyholder and Market Assistance

Lloyd's Market Services

G6/86

One Lime Street London

EC3M 7HA.

Phone: 020 7327 5693 Fax: 020 7327 5225

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

If you are not satisfied, you may be able to refer your complaint, at any time, 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](mailto:complaint.info@financial-ombudsman.org.uk)

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

### **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.

You must tell us about any incident (such as an accident, fire or theft), whether or not you will make a claim. When you tell us about an incident, we will pass information about it to the relevant agencies and our authorised repairers / contractors. We may search the databases held by those agencies when you apply for insurance or make a claim.

We and Footman James may record phone calls and use the recordings to prevent fraud, for staff training and for quality-control purposes.

### **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](http://www.askmid.com). You should show this notice to anyone insured to drive the vehicle covered under the policy.

### **Preventing and detecting fraud and claims history**

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 claim for all types of insurance;
- 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.

## Definitions applicable to UK & European Breakdown.

---

### **Breakdown**

(1) Mechanical or electrical failure; OR

(2) A road accident, or damage caused by vandalism, fire, theft or attempted theft; that renders the **Insured Vehicle** immobile or unroadworthy

### **Insured Vehicle**

The vehicle(s) specified in the current certificate of motor insurance issued by Footman James. It also includes any trailer or caravan attached to this vehicle.

### **Schedule**

The latest **Schedule** issued by Footman James as part of **Your** Insurance Document

### **We, Our, Us**

The insurer named in the schedule

### **Home**

The address last notified to Footman James as **Your** permanent residence or place where the **Insured Vehicle** is normally kept.

### **Insured Person**

**You**, and any passenger or driver who is in the vehicle with **Your** permission at the time of the **Breakdown** (maximum 7 people including the driver).

### **Territorial Limit A - U.K.**

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, Jersey and Guernsey.

### **Territorial Limit B - Elsewhere**

Any member country of the European Union and Czech Republic, Hungary, Iceland, Norway, Slovakia and Switzerland; OR

The geographical area covered by the International Motor Insurance documents issued by Footman James for the **Insured Vehicle**.

### **Trip**

The journey planned between **Your Home** in the U.K. and **Your** intended destination abroad in **Territorial Limit B - Elsewhere** and return.

## How to Claim

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In the event of:

- A **Breakdown**; OR
- An accident; OR
- The only available driver being incapacitated,

anywhere in the United Kingdom or Europe, but within the **Territorial Limits**, **You** can telephone the emergency telephone number on **Your Schedule** for assistance.

You should have the following information available:

- **Insured Person's** full name and address
- Policy number on **Your** certificate of insurance.
- Registration number of the **Insured Vehicle**
- Make, model and colour of the **Insured Vehicle**
- Nature of the **Breakdown** or problem
- The precise location of the **Insured Vehicle**

If **You** are abroad **You** should also supply:

- The full address and telephone number where **You** are staying
- Dates of travel abroad.
- Details of any International Motor Insurance documents issued by Footman James.

Unless **You** arrange with **Us** on the telephone **You** must be with the **Insured Vehicle** at the estimated time that **We** advise assistance can be expected.

### Emergency message service.

The emergency assistance telephone operator will forward a message to a member of **Your** family, friend or work colleague if **You** would like them to do so.

On many European motorways or Autoroutes, particularly in France, the Police answer the emergency telephones. They will arrange for a recovery vehicle to tow **You** off the motorway either to a local garage or a motorway service station.

Once **You** have been towed to a place of safety call the emergency assistance telephone number on **Your Schedule** and the recovery agent may accept **Our** guarantee of payment. **You** may be required to pay for this service immediately in which case obtain and keep a receipt.

**We** may then be able to arrange any other assistance **You** require in accordance with the Terms and Conditions of this cover.

Only by calling the emergency assistance telephone number will **You** be able to claim for the services provided.

Text messaging is available if **You** are deaf, hard of hearing or have speech difficulties. Please text the word 'breakdown' to 07624808266.

## What is covered

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### **Breakdown within U.K.**

#### 1 Emergency Roadside Repairs

Following the **Breakdown** of the **Insured Vehicle**;

- (a) Within the **Territorial Limit A - U.K.**; AND
- (b) At least one mile from **Your Home** or where the **Insured Vehicle** is usually kept;

**We** will pay the call out charge and up to one hour's labour costs for one of **Our** vehicle rescue operators to attend the scene of the **Breakdown** and where possible carry out emergency repairs.

#### 2 Vehicle Recovery

If the **Insured Vehicle** cannot be repaired at the scene of the **Breakdown** within one hour, **We** will arrange for the **Insured Vehicle** together with the **Insured Person** and up to six passengers to be taken:

- To a suitable garage, normally within 15 miles. The repairs made will be at **Your** cost, OR,
- If the **Insured Person** wishes, to the **Home** address.

#### 3 Getting **You** to **Your** destination.

(a) If the **Insured Vehicle** cannot be repaired on the same day as the **Breakdown**, **We** will decide the best way of providing help and **We** will pay:

(i) The cost of transporting the **Insured Vehicle** and/or **Insured Person** to:

- **Your** intended destination within the **Territorial Limit**; OR
- **Home**; and to take the **Insured Vehicle** to a garage of **Your** choice within 15 miles during one complete journey; OR

(ii) An **Insured Person's** overnight hotel accommodation costs of up to £50 per person provided that the most **We** will pay for all claims arising from one **Breakdown** is £250; OR

(iii) The cost of a hire vehicle up to 1100cc, arranged by **Us** for a hire period up to 24 hours. **You** will be responsible for the return of the hire vehicle and collection of the repaired **Insured Vehicle**.

(b) If, during the journey, the **Insured Person** suffers accidental bodily injury or illness which prevents him or her from driving and there is no one else able or qualified to drive the **Insured Vehicle**, **We** will provide, and pay for, a driver to complete the journey or return the **Insured Vehicle** and passengers to **Your** intended destination.

### **Breakdown elsewhere.**

#### 4 Emergency Roadside Repairs

Following the **Breakdown** of the **Insured Vehicle**;

- a. Within the **Territorial Limit B - Elsewhere**; OR
- b. Between **Your Home** and the port of departure in the United Kingdom immediately prior to or after a planned **Trip** to a country outside the United Kingdom; AND
- c. At least one mile from **Your Home**,

**We** will pay the call out charge and labour costs for a vehicle rescue operator to attend the scene of the **Breakdown** and where possible carry out emergency repairs.

5 Vehicle Recovery

If the **Insured Vehicle** cannot be repaired at the scene of the **Breakdown** **We** will arrange for the **Insured Vehicle** together with the **Insured Person** and up to six passengers to be taken to a suitable garage for it to be repaired at **Your** cost.

**The maximum amount We will pay in respect of 4 Emergency Roadside Repairs and 5 Vehicle Recovery is £250 per Trip.**

6 Theft Damage

If the **Insured Vehicle** is damaged as a result of theft or attempted theft of the **Insured Vehicle** or its contents **We** will pay up to £100 per **Trip** towards the labour costs of making the **Insured Vehicle** secure.

7 Spare parts **We** will pay the costs incurred in locating and despatching the parts necessary to repair the **Insured Vehicle**

8 Getting **You** to **Your** destination

If the **Insured Vehicle** cannot be repaired locally or within eight hours or is stolen and not recovered, **We** will decide the best way to provide help and **We** will pay the cost of:

- a. (i) Transporting the **Insured Person** and up to six passengers and their personal effects to **Your** intended destination. AND  
i. Returning the **Insured Person** to the repairer's premises to collect the repaired **Insured Vehicle**; or the delivery of the **Insured Vehicle** to **Your** planned destination following repairs if **You** are unable to collect it; OR
- b. A hire vehicle during the period for which the **Insured Vehicle** is immobilised pending local repairs. The maximum amount **We** will pay is £70 per day and £750 in total; OR
- c. Hotel accommodation for the **Insured Person** and up to six passengers (limited to bed and breakfast only) whilst awaiting completion of repairs to the **Insured Vehicle**. The maximum amount **We** will pay is £30 per person per day and up to five days in total providing your planned accommodation has been pre-paid and cannot be recovered; OR
- d. A hire vehicle in the United Kingdom pending the return of the **Insured Vehicle** to the United Kingdom following a **Breakdown**. Subject to the **Insured Vehicle** being repatriated no less than 24 hours after the date of **Your** return. The maximum amount **We** will pay is £150.

9 Repatriation of the **Insured Vehicle**

If the **Insured Vehicle**:

- a. Cannot be repaired locally to the **Breakdown** or the repairs cannot be completed locally before the date fixed for **Your** return to **Your Home** in the United Kingdom; OR
- b. Having been stolen is recovered after **Your** return to **Your Home** in the United Kingdom;

**We** will arrange and pay for:

- The return of the **Insured Vehicle** to **Your Home** or nominated repairer in the United Kingdom; OR
- The cost of a single ticket by rail and/or sea (or by air if the journey by train and/or sea exceeds 12 hours) for the **Insured Person** (or a driver nominated and appointed by **You**) to return from the United Kingdom to the place of the **Breakdown** or storage in order to drive the **Insured Vehicle** to **Your Home** in the United Kingdom.

10 Storage of the **Insured Vehicle**

**We** will pay up to £100 storage charges incurred for the **Insured Vehicle** whilst awaiting its repair, repatriation or legal abandonment.

11 Getting **You Home**:

- (a) If the **Insured Vehicle**;
  - (i) Cannot be repaired by the date of **Your** return to **Your Home** in the United Kingdom; OR
  - (ii) Is stolen and not recovered before the date of **Your** planned return to **Your Home**: **We** will pay for the **Insured Person** and up to six passengers to return to the United Kingdom.
- (b) If, during the **Trip**, the **Insured Person** suffers accidental bodily injury or illness which prevents him or her from driving and there is no one else able or qualified to drive the **Insured Vehicle**, **We** will provide, and pay for, a driver to complete the **Trip** or return the **Insured Vehicle** to **Your** intended destination.

**What is not covered**

These exclusions apply to all insured events (1-11).

1 The cost of:

- (a) Spare or replacement parts, fluids or fuel or any other materials used in repairing the **Insured Vehicle**; OR
- (b) Any repairs carried out other than those carried out at a scene of a **Breakdown** or a claim payable under insured event 6 - Theft damage; OR
- (c) Obtaining a spare wheel or roadside repairs where the spare wheel carried by the **Insured Vehicle** is not legal and serviceable; OR
- (d) Replacing broken windows or keys or finding missing keys; OR
- (e) Damage caused as a direct result of gaining access to the **Insured Vehicle** following **Your** request for assistance; OR
- (f) Ferry crossings, parking charges, fines or toll charges other than a claim paid for repatriation of the **Insured Vehicle** under insured event 9(a); OR
- (g) Ferry crossings or toll charges incurred by the driver of the recovery vehicle; OR
- (h) Recovery of the **Insured Vehicle** if it is partly or completely buried in mud, snow, sand or water; OR
- (i) Recovery of a trailer or caravan on tow unless it is less than 7.6 metres (25 feet) in length.

2 The **Breakdown** of the **Insured Vehicle**:

- (a) If it has knowingly been driven in an unsafe or unroadworthy condition; OR
- (b) Which has resulted from the lack of oil, fuel or water; OR
- (c) Which occurs if the **Insured Vehicle** has been modified for, or is being used for, motor racing, trials or rallying or for hire or reward; OR
- (d) Where the **Insured Vehicle** is being used unreasonably on unsuitable terrain; OR
- (e) Where the **Insured Vehicle** is carrying more occupants or a greater weight than the manufacturers specified maximum.

3 **Breakdown** assistance or recovery where the **Insured Vehicle**:

- (a) Exceeds 3,500 kilograms gross vehicle weight or 5.49 metres (18 feet) in length; OR
- (b) Is considered to be dangerous or illegal to repair or transport.

4 The cost or the quality of repairs when the **Insured Vehicle** is repaired in a garage.

5 More than six claims for **Breakdown** recovery in any one period of insurance, nor more than two claims in any one period of insurance which arise from a common identified fault.



- 6 More than £3000 in respect of any claim, or series of claims, under insured events 4-11 arising during the same **Trip**.
- 7 Any amount under Insured Event 7 where spare parts:
- (a) Cannot be obtained locally; OR
  - (b) Are not commercially available; OR
  - (c) Cannot be exported to the country where the **Insured Vehicle** is located.
- 8 More than the cost for legal abandonment and any Customs Duty imposed if the estimated repatriation cost exceeds the market value of the **Insured Vehicle** in the United Kingdom.
- 9 Any costs:
- (a) Incurred before **You** have notified **Us** of the **Breakdown**; OR
  - (b) Which would have been incurred had no claim arisen; OR
  - (c) Covered under any other insurance or under the service provided by a motoring organisation, or which would have been covered if this insurance did not exist; OR
  - (d) Arising from an **Insured Person's** failure to comply with **Our** instructions or the vehicle rescue operator's instructions in respect of the service being provided.
- 10 Any claim:
- (a) Arising from the driving of the **Insured Vehicle** with **Your** permission by anyone (including **You**):
    - i. Who know is disqualified from driving, or has never held a licence to drive the **Insured Vehicle**, or is prevented by law from having a licence; OR
    - ii. Who is not complying with the conditions of the licence held; OR
  - (b) Arising from an inadequate or attempted repair carried out during the course of the same **Trip** unless **We** had approved the repair; OR
  - (c) For loss or damage to personal effects left in, on or outside the **Insured Vehicle**; OR
  - (d) For damage to the **Insured Vehicle** when it is being transported to **Your Home**; OR
  - (e) Directly or indirectly caused by or resulting from the failure, or fear of failure, of any device to recognise, interpret or process any date as its true calendar date, or to continue to function correctly beyond that date.
- 11 **Breakdowns** caused by, contributed to by or arising from:
- a. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; OR
  - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; OR
  - c. War, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, military force or coup; OR
  - d. Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds; OR
  - e. Acts of terrorism as defined in the Terrorism Act 2000.

## Conditions

(applicable to **UK & European Breakdown** and **UK & European Breakdown with Homestart**)

- 1 An **Insured Person** must keep to the terms and conditions of this insurance.
- 2 **You** must quote **Your** policy number when telephoning for assistance and produce relevant identification on demand by the repairer, recovery specialist or other nominated agent.
- 3 **We** can 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 and **You** must co-operate with any reasonable request for assistance.
- 4 The **Insured Vehicle** shall at all times be maintained in a roadworthy condition, regularly serviced and where designed to, shall carry a serviceable spare tyre.
- 5 **We** will make every effort to provide the **Breakdown** and recovery service at all times, but **We** will not be responsible for any liability arising from failure of the service.
- 6 **You** are required to make immediate arrangements for any permanent repairs that may be necessary following temporary roadside repairs to the **Insured Vehicle** arranged by **Us**.
- 7 **We** will not be responsible for any indirect loss in connection with a **Breakdown** however it is caused.
- 8 **We** will not be responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **Your** instructions or the instructions of any person acting on **Your** behalf.
- 9 Unless arranged with the vehicle rescue operator, or **Us**, **You** must be in attendance with the **Insured Vehicle** at the estimated time **We** advise that assistance can be expected.
- 10 **You** will have to pay the cost for the repair or recovery vehicle attending the **Insured Vehicle** if, after requesting assistance to which **You** are entitled, the **Insured Vehicle** is moved, recovered or repaired by any other means.
- 11 Following temporary roadside repairs to the **Insured Vehicle** or recovery to **Your** intended destination arranged by **Us**, **We** will not be liable to provide further assistance in respect of the same incident or insured event.
- 12 **We** will decide the best way of providing help.
- 13 If **You** are not prepared to accept **Our** decision or that of **Our** Agent, on the most suitable form of assistance to be provided, **We** will not pay more than £100 towards **Your** preferred form of assistance for any one **Breakdown**.

## UK & European Breakdown with Homestart

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(Your Schedule will confirm if this cover applies)

See policy wording for **UK & European Breakdown** subject to the amendment set out below:

### Homestart

The requirement under "What is Covered – section 1b)" no longer applies where **UK & European Breakdown with Homestart** is specified on **Your Schedule**

## Misfuelling

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### **(Your FJ+ Misfuelling Schedule will confirm if this cover applies)**

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](http://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 the schedule.

This is your Motor Insurance Additional Cover Policy 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 additional cover insurance documents, contact your insurance broker Footman James.

### **Name of Insurance undertaking**

This policy is underwritten by Inter Partner Assistance SA (IPA), which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA firm register number is 202664. You can check this on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is administered by AXA Assistance UK, which is regulated by the Financial Conduct Authority (FCA) (FCA register number 439069) and a member of the AXA Assistance Group. Their registered address is: The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

### **Important information**

This document sets out the terms and conditions of your cover and it is important that you read it carefully. There are different levels of cover available. The cover you hold will be set out in the accompanying policy schedule. If changes are made, these will be confirmed to you separately in writing.

Each section of cover explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all sections of the cover, and there are general conditions that you must follow so you are entitled to the cover.

### **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 motor policy, and you confirm that you do not know about any incident which may give rise to a claim, you will receive a full return of the premium paid for this Additional Product.

This Additional Product can only be cancelled after 14 days if you are also cancelling your Main Insurance Policy. The refund due will be calculated in accordance with the cancellation terms set out in the general conditions of the motor policy (see page 34).

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's 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 motor insurance additional cover schedule. Footman James can also give you our address and phone number.

If your insurance is with an underwriter at Lloyd's (this information can be found on your schedule or certificate of insurance) and you are still not satisfied with the way your complaint has been dealt with, you may ask the Policyholder and Market Assistance Department at Lloyd's to review your case.

The address is:

Policyholder and Market Assistance

Lloyd's Market Services

G6/86

One Lime Street London

EC3M 7HA.

Phone: 020 7327 5693 Fax: 020 7327 5225

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

If you are not satisfied, you may be able to refer your complaint, at any time, 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](mailto:complaint.info@financial-ombudsman.org.uk)

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

## **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.

You must tell us about any incident (such as an accident, fire or theft), whether or not you will make a claim. When you tell us about an incident, we will pass information about it to the relevant agencies and our authorised repairers / contractors. We may search the databases held by those agencies when you apply for insurance or make a claim.

We and Footman James may record phone calls and use the recordings to prevent fraud, for staff training and for quality-control purposes.

## **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](http://www.askmid.com). You should show this notice to anyone insured to drive the vehicle covered under the policy.

## **Preventing and detecting fraud and claims history**

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 claim for all types of insurance;
- 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.

## Definitions applicable to Misfuelling.

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### **Misfuelling**

Accidental and involuntary filling of the fuel tank with inappropriate fuel for the **Insured Vehicle**.

### **Insured Vehicle**

The vehicle(s) specified in the current certificate of motor insurance issued by Footman James. It also includes any trailer or caravan attached to this vehicle.

### **Schedule**

The latest **Schedule** issued by Footman James as part of **Your** Insurance Document.

### **We, Our, Us**

The insurer named in the schedule.

### **Home**

The address last notified to Footman James as **Your** permanent residence or place where the **Insured Vehicle** is normally kept.

### **Insured Person**

**You**, and any passenger or driver who is in the vehicle with **Your** permission at the time of the **Breakdown** (maximum 7 people including the driver).

### **Territorial Limit**

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, Jersey and Guernsey.

### **Period of Cover**

The period of time which the insurance applies to that is shown on **Your** policy schedule.

## How to Claim.

To make a claim call the UK emergency help number : 01737 826 152

**You** should have the following information available:

- **Insured Person's** full name and address
- Your policy number
- Registration number of the **Insured Vehicle**
- Make, model and colour of the **Insured Vehicle**
- The precise location of the **Insured Vehicle**
- Scheme Code: 04 174 04

**You** will only be able to claim the services **We** provide by contacting the emergency helpline number.

**We** will take your details and ask **You** to stay by the phone. Once **We** have made all the arrangements, **We** will call **You** to advise who will be coming out to **You** and how long they are expected to take.

## Safety

Please take reasonable care at all times but stay near **Your Vehicle** until **Our** specialist roadside vehicle arrives. Once **Our** operator arrives at the scene, please listen to their safety advice. If the police are present, please tell them that **You** have contacted **Us** or give them **Our** phone number to call **Us** for **You**.

Unless **You** arrange with **Us** on the telephone **You** must be with the **Insured Vehicle** at the estimated time that **We** advise assistance can be expected.

## What is covered

**We** will pay for the following if **Your Vehicle** is subject to **Misfuelling** during the **Period of Cover** within the **Territorial Limits**.

1. Draining and flushing the fuel tank on site using a specialist roadside vehicle or
2. Recovery of the **Vehicle**, the driver and up to six passengers to the nearest repairer to drain and flush the fuel tank.
3. Replenishing the fuel tank with 10 litres of the correct fuel.
4. Up to a maximum value of £250 per claim inc VAT.
5. Up to a maximum of 3 claims per policy period, per **Vehicle**.

## What is not covered

1. **You** will be responsible for paying any costs in excess of £250 (inv VAT) per claim.
2. Fuel, other than the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out the contaminated fuel.
3. Where **Misfuelling** occurs outside the **Territorial Limits**.
4. Any claim resulting from foreign matter entering the fuel system except for diesel or petroleum;
5. Mechanical or component damage to **Your Vehicle** whether or not caused as a result of **Misfuelling** or the cost of hiring an alternative vehicle in the event mechanical or component damage is sustained.
6. Any defect which is deemed NOT to be a direct or indirect result of **Misfuelling** or a defect which existed before the incident of **Misfuelling**.
7. Any **Vehicle** other than the **Vehicle** on the policy schedule.
8. Anything mentioned in the general exclusions.

## General Exclusions That Apply to All Parts of This Policy

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1. Any **Misfuelling** that happens during the first 24 hours after **You** take out cover for the first time.
2. Losses of any kind that comes from providing, or delay in providing, the services this cover relates to. (for example, a loss of earnings, the cost of food and drink and costs **We** have not agreed beforehand.)
3. Moving animals. **We** will decide whether or not to move any animal from the **Vehicle**, and if **We** agree to do this it will be completely at **Your** own risk and cost.
4. Any cost that **You** can get back under any other insurance policy or under the service provided by any motoring organisation.
5. Recovery or help if the **Vehicle** is heavier than 3,500 kilograms, longer than 5.1 metres, higher than 1.95 metres or wider than 2.1 metres.
6. Any claim that comes from:
  - any person driving the **Vehicle** if **You** know they do not have a valid licence to drive in the **Territorial Limits**; or
  - any person driving the **Vehicle** if they are not authorised by **You** to drive the **Vehicle** or are not keeping to the conditions of their driving licence.
7. Any loss or damage caused to the **Vehicle** or any loss or cost arising from or contributed to by:
  - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
8. Loss or damage caused by war, revolution or any similar event.
9. Delays or failure in delivering service to **You** due to any extraordinary event or circumstance which are outside **Our** reasonable control, such as severe weather conditions.
10. Mobile phone, phone call and postage costs are not covered under **Your** policy in any circumstances.

## General Conditions that apply to all parts of this policy

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1. The **Vehicle** must be permanently registered within the **Territorial Limits** and, if appropriate, have a current MOT certificate and valid road fund licence/tax disc on display.
  2. **We** will not pay **You** any benefit unless **You** contact us using the emergency phone numbers provided. **You** must not try to contact any agent or repairer direct.
  3. **You** must quote **Your** policy number when **You** call for help and have the relevant documents needed by the repairer, recovery specialist or **Our** chosen agent.
  4. **We** are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **Your** instructions or the instructions of any person acting on **Your** behalf.
  5. If **We** pay a claim under any cover provided by this insurance, **We** will be entitled to ask for all reasonable help from **You** to take action in **Your** name to get back **Our** costs from another organisation.
  6. If the **Vehicle** needs to be taken to a garage the **Vehicle** must be in a position that makes it reasonable for a recovery **Vehicle** to pick it up. If this is not the case, **You** will have to pay any specialist recovery fees.
  7. **We** will not arrange for help if **We** think that it would be dangerous or illegal to repair or move the **Vehicle**.
  8. During any 12-month period **We** will not be responsible for more than three claims.
  9. This insurance contract is between **You** and **Us**. Any person or company who is not party to this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this insurance policy. This does not affect any other rights another organisation has apart from under that Act.
- We** may cancel this policy by giving **You** 14 days notice by recorded delivery to **Your** last known UK address and will refund the amount of **Your** premium proportionate to the unexpired term of **Your** policy provided **You** have not made a claim.



## Lost Keys

### (Your Schedule will confirm if this cover applies)

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](http://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 the schedule.

This is your Motor Insurance Additional Cover Policy 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 additional cover insurance documents, contact your insurance broker Footman James.

### Name of Insurance undertaking

This policy is underwritten by Inter Partner Assistance SA (IPA), which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA firm register number is 202664. You can check this on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is administered by AXA Assistance UK, which is regulated by the Financial Conduct Authority (FCA) (FCA register number 439069) and a member of the AXA Assistance Group. Their registered address is: The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

### Important information

This document sets out the terms and conditions of your cover and it is important that you read it carefully. There are different levels of cover available. The cover you hold will be set out in the accompanying policy schedule. If changes are made, these will be confirmed to you separately in writing.

Each section of cover explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all sections of the cover, and there are general conditions that you must follow so you are entitled to the cover.

### 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 motor policy, and you confirm that you do not know about any incident which may give rise to a claim, you will receive a full return of the premium paid for this Additional Product.

This Additional Product can only be cancelled after 14 days if you are also cancelling your Main Insurance Policy. The refund due will be calculated in accordance with the cancellation terms set out in the general conditions of the motor policy (see page 34).

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's 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 motor insurance additional cover schedule. Footman James can also give you our address and phone number.

If your insurance is with an underwriter at Lloyd's (this information can be found on your schedule or certificate of insurance) and you are still not satisfied with the way your complaint has been dealt with, you may ask the Policyholder and Market Assistance Department at Lloyd's to review your case.

The address is:

Policyholder and Market Assistance

Lloyd's Market Services

G6/86

One Lime Street London

EC3M 7HA.

Phone: 020 7327 5693 Fax: 020 7327 5225

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

If you are not satisfied, you may be able to refer your complaint, at any time, 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](mailto:complaint.info@financial-ombudsman.org.uk)

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

### **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.

You must tell us about any incident (such as an accident, fire or theft), whether or not you will make a claim. When you tell us about an incident, we will pass information about it to the relevant agencies and our authorised repairers / contractors. We may search the databases held by those agencies when you apply for insurance or make a claim.

We and Footman James may record phone calls and use the recordings to prevent fraud, for staff training and for quality-control purposes.

### **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](http://www.askmid.com). You should show this notice to anyone insured to drive the vehicle covered under the policy.

### **Preventing and detecting fraud and claims history**

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 claim for all types of insurance;
- 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.

## Definitions applicable to Lost Keys.

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### **Insurer**

Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR. Registered No: FC008998.

### **Keys/Locks**

Any **Vehicle Keys/Locks**, including reprogramming of immobilizers and alarms.

### **Insured Vehicle**

The **Vehicle(s)** specified in the current certificate of motor insurance issued by Footman James. It also includes any trailer or caravan attached to this **Vehicle**.

### **Schedule**

The latest **Schedule** issued by Footman James as part of **Your** Insurance Document.

### **We, Our, Us**

The insurer named in the schedule.

### **Home**

The address last notified to Footman James as **Your** permanent residence or place where the **Insured Vehicle** is normally kept.

### **Insured Person**

**You**, and any passenger or driver who is in the **Vehicle** with **Your** permission at the time of the **Breakdown** (maximum 7 people including the driver).

### **Territorial Limit**

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, Jersey and Guernsey.

### **Period of Cover**

The period of time which the insurance applies to that is shown on **Your** policy schedule.

## How to Claim

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Within 48 hours of the incident please telephone: 01737 826 151 quoting scheme code 04 173 05 and **Your** key fob reference number and assistance will be arranged for **You**. For validation of **Your** claim and reimbursement of costs incurred please forward the original invoice(s), receipt(s) and the relevant crime reference or lost property number to [client name and address] or telephone 01737 826 151.

This policy is only in effect within the **Territorial Limit** of the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, Jersey and Guernsey.

## What is covered

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AXA Assistance will provide **You** with assistance by arranging key or lock, repair or replacement, or onward transportation as appropriate. Providing assistance is a service only and does not pre-qualify **Your** claim for reimbursement of costs. **We** will validate **Your** claim and reimburse **You** for costs **You** have met following any of the Insured Incidents detailed below. Reimbursement is subject to **You** providing the original invoice(s), receipt(s), any relevant crime reference or lost property number and complying with all other terms and conditions of this insurance. All costs outside of the terms of this policy must be met and paid for by **You**.

### Policy limit

The total amount payable in any one **period of insurance** is £500 including VAT.

### Insured Incidents

#### 1. Theft or loss of **Your Keys/locks**

If **Your Vehicle Keys/locks** are stolen or lost anywhere in the UK, **You** must report this to both the police, obtaining a crime reference or lost property number, and AXA Assistance who will arrange for a suitable contractor to attend the scene. Upon validation of **Your** claim we will reimburse **You** for the cost of **Your** key or lock replacement up to the policy limit.

#### 2. **Vehicle Keys**

If **Your** keys are locked in **Your Vehicle** or broken in any lock of **Your Vehicle** denying **You** access or use, **You** must report this event to AXA Assistance who will arrange for a suitable contractor to attend the scene and upon validation of **Your** claim **We** will reimburse **You** for the cost of a replacement key and the call out charge up to the policy limit.

#### 3. **Stranded**

If **You** are stranded more than 20 miles from home by theft or loss of **Your Vehicle Keys** and have no access to **Your Vehicle** **You** must notify Axa Assistance who will arrange for a hire car. Upon validation of **Your** claim, **We** will reimburse you up to £50 per day including VAT for vehicle hire, for up to 3 days. AXA Assistance must be notified of the circumstances and car hire arranged through them.

### Claims conditions

All lost or stolen **Keys/locks** or **Keys/locks** broken in a lock must be reported to AXA Assistance (UK) Ltd on 01737 826 151 within 48 hours of the incident quoting your key fob reference number.

The police must be notified of all lost and stolen **Keys/locks** within 48 hours of the incident and a crime reference or lost property number obtained.

All costs for any services rendered must be met by **You** and **You** must forward the original detailed invoice(s), receipt(s) and crime reference or lost property number to **Us** within 21 days of notifying AXA Assistance (UK) Ltd. Providing **Your** claim is within the terms of this policy Direct Group will validate **Your** claim and reimburse **Your** outlay up to the policy limits.

Claims for reimbursement of public transport or taxi fares will be assessed individually. For long journeys 15 miles and over, the mode of transport should be a bus or train. For short journeys up to 15 miles, a taxi would be acceptable. All receipts and tickets must be retained.

## General Exclusions that apply to all parts of this policy

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1. All costs incurred where **You** have not notified **AXA Assistance** within 48 hours of the incident.
2. Any claim for theft or loss of **Keys/locks** which is not reported to the police within 48 hours of the incident and a crime reference or lost property number obtained.
3. Any claims for public transport or taxi fares with no valid receipts or tickets.
4. Any car hire not arranged via **AXA Assistance**.
5. Any claim for replacing locks when only parts need changing.
6. Any claim for damage to locks by wear and tear, mechanical or electrical breakdown, cleaning, repairing, restoring or anything which happens gradually.
7. Any claim for damage to locks by attempted theft or malicious damage.
8. Any claim for loss or damage caused by any act of war, invasion or revolution.

## General Conditions that apply to all parts of this policy

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1. The **Vehicle** must be permanently registered within the territorial limits and, if appropriate, have a current MOT certificate and valid road fund licence/tax disc on display.
2. **We** will not pay **You** any benefit unless **You** contact **Us** using the emergency phone numbers provided. **You** must not try to contact any agent or repairer direct.
3. **You** must quote **Your** policy number when **You** call for help and have the relevant documents needed by the repairer, recovery specialist or our chosen agent.
4. **We** are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **Your** instructions or the instructions of any person acting on **Your** behalf.
5. If **We** pay a claim under any cover provided by this insurance, **We** will be entitled to ask for all reasonable help from you to take action in **Your** name to get back **Our** costs from another organisation.
6. If the **Vehicle** needs to be taken to a garage the **Vehicle** must be in a position that makes it reasonable for a recovery vehicle to pick it up. If this is not the case, **You** will have to pay any specialist recovery fees.
7. **We** will not arrange for help if **We** think that it would be dangerous or illegal to repair or move the **Vehicle**.
8. During any 12-month period **We** will not be responsible for more than three claims.
9. This insurance contract is between **You** and **Us**. Any person or company who is not party to this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this insurance policy. This does not affect any other rights another organisation has apart from under that Act.

## Termination of cover

This insurance cover shall automatically terminate immediately upon the first to occur of the following:

- The end date of this policy as shown on **Your** schedule of insurance
- Upon a change of address from the one stated on **Your** policy schedule where **We** have not been informed.

## Excess Protect 150

(Your Schedule will confirm if this cover applies)

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](http://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 the schedule.

This is your Motor Insurance Additional Cover Policy 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 additional cover insurance documents, contact your insurance broker Footman James.

### Name of Insurance undertaking

This policy is underwritten by Inter Partner Assistance SA (IPA), which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA firm register number is 202664. You can check this on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is administered by AXA Assistance UK, which is regulated by the Financial Conduct Authority (FCA) (FCA register number 439069) and a member of the AXA Assistance Group. Their registered address is: The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

### Important information

This document sets out the terms and conditions of your cover and it is important that you read it carefully. There are different levels of cover available. The cover you hold will be set out in the accompanying policy schedule. If changes are made, these will be confirmed to you separately in writing.

Each section of cover explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all sections of the cover, and there are general conditions that you must follow so you are entitled to the cover.

### 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 motor policy, and you confirm that you do not know about any incident which may give rise to a claim, you will receive a full return of the premium paid for this Additional Product.

This Additional Product can only be cancelled after 14 days if you are also cancelling your Main Insurance Policy. The refund due will be calculated in accordance with the cancellation terms set out in the general conditions of the motor policy (see page 34).

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's 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 motor insurance additional cover schedule. Footman James can also give you our address and phone number.

If your insurance is with an underwriter at Lloyd's (this information can be found on your schedule or certificate of insurance) and you are still not satisfied with the way your complaint has been dealt with, you may ask the Policyholder and Market Assistance Department at Lloyd's to review your case.

The address is:

Policyholder and Market Assistance

Lloyd's Market Services

G6/86

One Lime Street London

EC3M 7HA.

Phone: 020 7327 5693 Fax: 020 7327 5225

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

If you are not satisfied, you may be able to refer your complaint, at any time, 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](mailto:complaint.info@financial-ombudsman.org.uk)

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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



### **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.

You must tell us about any incident (such as an accident, fire or theft), whether or not you will make a claim. When you tell us about an incident, we will pass information about it to the relevant agencies and our authorised repairers / contractors. We may search the databases held by those agencies when you apply for insurance or make a claim.

We and Footman James may record phone calls and use the recordings to prevent fraud, for staff training and for quality-control purposes.

### **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](http://www.askmid.com). You should show this notice to anyone insured to drive the vehicle covered under the policy.

### **Preventing and detecting fraud and claims history**

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 claim for all types of insurance;
- 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.

## Definitions applicable to Excess Protect 150.

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### ***Annual Aggregate Limit***

The total amount **You** have bought under **Your Excess Protect** insurance policy as stated on **Your Excess Protect** schedule.

### ***Excess***

**Excess** means the first part of any payment of a claim and does not include any administration or other fees which **You** may be charged by your insurer under **Your Main Insurance Policy**.

### ***Insured Vehicle***

The vehicle(s) specified in the current certificate of motor insurance issued by Footman James. It also includes any trailer or caravan attached to this vehicle.

### ***Schedule***

The latest **Schedule** issued by Footman James as part of **Your** Insurance Document.

### ***We, Our, Us***

The insurer named in the schedule.

### ***Home***

The address last notified to Footman James as **Your** permanent residence or place where the **Insured Vehicle** is normally kept.

### ***Insured Person***

**You**, and any passenger or driver who is in the vehicle with **Your** permission at the time of the Breakdown (maximum 7 people including the driver).

### ***Territorial Limit***

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, Jersey and Guernsey.

### ***Period of Cover***

The period of time which the insurance applies to that is shown on **Your** policy schedule.

### ***Main Insurance Policy***

The motor insurance policy issued by Footman James.

### ***Settled Claim***

A valid claim paid under **Your** motor insurance policy issued by Footman James or issued by a relevant **Third Party** where **You** were at fault

### ***Third Party***

A person or company liable to **You** in respect of a claim.

### ***Waived or Reimbursed***

A right is relinquished or an amount is paid under **Your Main Insurance Policy**.

## How to Make a Claim.

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To make a claim **We** will ask **You** to submit supporting documentation listed below. It is important **You** submit all the documentation requested, as **We** will be unable to process **Your** claim until received.

Scheme Code: 04 174 06

Evidence the **Excess** amount has been paid to **Your** motor insurer following **Your** claim

Evidence that **Your** claim with **Your** main insurer has been settled stating that **You** were at fault.

Certificate of **Main Insurance Policy** that **You** have paid the **Excess** on.

The certificate of **Motor Excess Insurance Policy** or documentation detailing **Excess** cover

### Via the internet:

Visit **Our** claims web site: <https://www.excessclaim.co.uk> where **You** will be able register **Your** claim on line.

Or

### By Phone

Please call AXA Assistance on 01737 826 150 to notify **Your** claim. **You** will receive a claim form to complete and will be asked to send **Us** copies of **Your** documents.

**Our** internet solution allows **You** to enter all the necessary details **We** require to settle **Your** claim. **We** recommend **You** use the web link as **You** will need to post documents to **Us** if **You** contact **Us** by phone, which could result in delays of **Your** claim being settled.

## What is covered

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- 1 **We** will pay **You** an amount equal to the excess in relation to each settled claim on **Your Main Insurance Policy** up to an **Annual Aggregate Limit** in respect of claims arising from a motor insurance claim only. This **Excess Protect** policy covers all **Insured Vehicles** listed on the **Main Insurance Policy**.
- 2 **You** are also covered where you have been unsuccessful in recovering the **Excess** cost from a third party within six months of making a valid claim against them under **Your Main Insurance Policy**.
- 3 Cover is provided under the following use types - Social, domestic pleasure and commuting.
- 4 **Annual Aggregate Limits** is £150 in any one **Period of Insurance**.

Once **You** have made claims which total the **Annual Aggregate Limit**, no further payments will be made under this policy and this excess insurance policy will lapse. **You** will then be liable for all and any future **Excess** payments as defined in **Your Main Insurance Policy**. Please refer to **Your Excess Protect** schedule to check the **Annual Aggregate Limit** **You** have chosen.

## Conditions

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### Applicable to *Excess Protect*

- 1 The **Main Insurance Policy** must be valid and provided by an insurer authorised to conduct insurance business in the United Kingdom.
- 2 **Your** name must be stated as the policy holder in the certificate of insurance and the **Main Insurance Policy**.
- 3 In the event that any misrepresentation or concealment is made by **You** or on **Your** behalf in obtaining cover or making a claim under this **Excess Protect** policy this policy will be void and no refund of premium will be given.
- 4 If **You** are covered by any other insurance for the **Excess** payable, which results in a valid claim under that policy, **We** will only pay **Our** proportionate share of the claim.
- 5 **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
- 6 **You** must permanently reside in the United Kingdom.
- 7 In the event **We** pay a claim under any cover provided by this insurance that may be recoverable from a third party, **We** will be entitled to ask for all reasonable help from **You** to take action in **Your** name to get back **Our** costs from the third party
- 8 This insurance contract is between **You** and **Us**. Any person or company who is not party to this **Excess Protect** policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this policy. This does not affect any other rights another organisation has apart from under that Act.

### What is not covered (Exclusions)

1. Claims for **Excess** that do not arise from a **Main Insurance Policy**.
2. Any for **Excess** claims that arise from **Your Main Insurance Policy** within 31 days of the commencement date of **Your Excess Protect** policy, which is stated in **Your Excess Protect Schedule**.
3. Claims where the **Excess** is waived or reimbursed or not exceeded.
4. Claims which took place outside the period of insurance of this **Excess Protect Policy**.
5. Claims where the incident took place outside the United Kingdom.
6. Claims notified to **Us** more than 31 days following the settlement of a claim under **Your Main Insurance Policy** or by a third party.
7. **Excess** payments in respect of claims refused by **Your Main Insurance Policy**
8. Any contribution or deduction from the settlement of **Your** claim against **Your Main Insurance Policy** other than the stated policy **Excess** for which **You** have been made liable.
9. Motor claims related to commercial travel
10. Motor vehicles not named in the **Main Insurance Policy**.
11. Motor claims arising from breakdown, misfuelling, windscreen repair or replacement or any glass repair or replacement to **Your** motor vehicle.
12. Any losses caused by war, revolution or any similar event.
13. Any losses caused by:
  - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste
  - which results from burning nuclear fuel; or
  - radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.

## Excess Protect 500

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**(Your Schedule will confirm if this cover applies)**

See policy wording for **Excess Protect 150** subject to the amendment set out below:

### **Annual Aggregate Limit**

Where **Excess Protect 500** is specified on **Your Schedule**, the **Annual Aggregate Limit** under the section for "What is Covered" is increased to £500.

## Excess Protect 1000

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**(Your Schedule will confirm if this cover applies)**

See policy wording for **Excess Protect 150** subject to the amendment set out below:

### **Annual Aggregate Limit**

Where **Excess Protect 1000** is specified on **Your Schedule**, the **Annual Aggregate Limit** under the section for "What is Covered" is increased to £1000.





