



Restoration, Storage & Transit Insurance Policy Wording

FJ/PB/RST/01/09/2018/V1400

POWERED BY



Part of the Towergate Group



Restoration, Storage & Transit Insurance

This policy is arranged by Footman James. Footman James is a trading name of Towergate Underwriting Group Limited, which is authorised and regulated by the Financial Conduct Authority. Towergate Underwriting Group Limited's FCA regulated number is 313250. **You** can check this by viewing the FCA website at www.fca.org.uk/register or by contacting the FCA on 0300 500 8082. Any reference to '**We**', '**Us**' and '**Our**' are to the insurer named on the **Schedule** of insurance.

This is **Your** Restoration, Storage & Transit Insurance document. Read this booklet and the **Schedule** of motor insurance carefully and keep them in a safe place.

If **You** have any questions about any of **Your** Restoration, Storage & Transit 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 and Cancellation Terms of this policy document will apply. **You** will also have to pay any cancellation charges made by Footman James. Please see Footman James' documents for details of those charges. Please note that after 14 days, FJ+ Covers (Section 3) cannot be cancelled independently of the Main Insurance Policy.

If **You** wish to upgrade **Your** FJ+ covers mid-term and there is an upgrade option available, **You** will need to pay the full difference in premium plus Footman James' administration fee.

Complaints

If **You** have cause to complain, please phone Footman James on 0333 207 6000 or write to the Director at Footman James. Footman James will send **You** details of who will be dealing with **Your** complaint. If **You** would like a copy of Footman James' complaints procedure, phone 0333 207 6000 or write to the address shown below.

Footman James, Castlegate House,
Castlegate Way, Dudley. DY1 4TA

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** Schedule of Insurance. Footman James can also give **You Our** address and phone number.

If **You** are still not satisfied after receiving a final decision, **You** may be able to refer **Your** complaint within 6 months to the Financial

Ombudsman Service. To refer **Your** complaint, please write to:
Financial Ombudsman Service, Exchange Tower, London E14 9SR.
Phone: 0800 023 4567 (from landlines) or 0300 123 9123 (from mobiles)

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

Web: www.financial-ombudsman.org.uk

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

Restoration, Storage & Transit Insurance

(Liability under the Road Traffic Act is not covered)

This Restoration, Storage & Transit Insurance provides cover for your vehicle against accidental or malicious damage or vandalism, fire, lightning and explosion and theft or attempted theft whilst Your Vehicle is kept in the locked garage, and also covered while it is temporarily out of the garage in the course of transit by road or sea, to and from competitions, exhibitions, race preparation facilities, repair and body shops and other similar facilities, within the UK.

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

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

Financial Services Compensation Scheme

We and Footman James are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. **You** can get more information about the compensation scheme arrangements from the FSCS website at www.fscs.org.uk or by writing to the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

Fair Processing Notice

All references to WE, US and OUR are to Footman James and Towergate as the Data Controller

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice are based on the advice from the Information Commissioner's Office. You can find out more about the ICO here: <https://ico.org.uk/>.

Who are we?

Footman James, a trading name of Towergate Underwriting Group Limited (part of The Ardonagh Group of companies) is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to DataProtection@ardonagh.com or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 55 Bishopsgate, London, EC2N 3AS. Please advise us of as much detail as possible to comply with your request.

For further information about The Ardonagh Group of companies please visit <http://www.ardonagh.com/>.

What information do we collect?

To enable us to provide you with the right product or service to meet your needs (or to handle a claim) we will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code).

We may need to request and collect sensitive personal information such as details of convictions or medical history for us to provide you with the product or service or to process a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek your explicit consent to process this information as it is required by us to provide the product or service you have requested and is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you that product or service.

How do we use your personal information?

We will use your personal information to

- Assess and provide the products or services that you have requested
- Communicate with you
- Develop new products and services
- Undertake statistical analysis

We may also take the opportunity to

- Contact you about products that are closely related to those you already hold with us
- Provide additional assistance about these products or services
- Notify you of important functionality changes to our websites

Only where you have provided us with consent to do so, we may also from time to time use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

From time to time we will need to call you for a variety of reasons relating to your products or service (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract).

We are fully committed to Ofcom regulations and have strict processes to ensure we comply with them.

To ensure the confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing your personal information

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information that you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

When do we share your information?

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within The Ardonagh Group, third parties (for example insurers or loss adjustors) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of

any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

We will only share your information for any direct marketing of additional services and products within The Ardonagh Group of companies where we have your consent to do so.

The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Fair Processing Notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, or statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

How long do we keep your information for?

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer,

particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

Your rights

Under data protection law you have the right to change or withdraw your consent and to request details of any personal data that we hold about you.

Where we have no legitimate reason to continue to hold your information, you have the right to be forgotten.

We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision if you are unhappy with it.

If you wish to inform us of changes in consent for marketing please contact us at the address or telephone number indicated in any recent correspondence or emails you have received from us.

Further details of your rights can be obtained by visiting the ICO website at <https://ico.org.uk/>.

Ageas Insurance Limited also have a privacy policy, please take time to visit their website for full information.



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Definitions

Accessories & Spare Parts

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

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.

Restoration

Removing, replacing or repairing parts of a vehicle to return it to a like new or better condition.

Schedule

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

Storage

The act of putting **Your Vehicle** away, when it is not in use, for an extended period of time.

Transit

Moving or transporting **Your Vehicle**, not under its own power.

United Kingdom

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

We, Us and Our

The insurer or insurers named on the **Schedule**.

You, Your

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

Your Vehicle

The insured vehicle specified in the **Schedule**.

Section 1 - Loss of or damage to Your Vehicle

This cover only applies to Your Vehicle

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

- accidental or malicious damage or vandalism;
- fire (including **Your Vehicle** bursting into flames), lightning and explosion;
- theft or attempted theft, or **Your Vehicle** being taken away without **Your** permission; or
- whilst in the course of **Transit** by road or sea, to and from competitions, exhibitions, race preparation facilities, repair and body shops and other similar facilities

This cover only applies while **Your Vehicle** is kept in the locked garage that **You** have told **Us** about and which is shown on the **Schedule**. Storage buildings must be locked, and keys must be removed from the vehicle and the building. **Your Vehicle** is also covered while it is temporarily out of the garage to and from competitions, exhibitions, race preparation facilities, repair and body shops and other similar facilities, in the UK.

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 the **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; or
- The cost of repairing the vehicle;

Whichever is less.

We will not pay the cost of any repairs or replacement which improves **Your Vehicle** to a better condition than it was 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.

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 on the Motor Insurance Additional Cover **Schedule** and Emergency Help Lines or contact Footman James.

Total Loss

If **Your Vehicle** is considered to be a total loss (that is if the damage to the vehicle is so severe it would be unsafe to allow back on the road, or beyond economical repair), **We** will offer **You** a settlement amount. This insurance for **Your Vehicle** will end when **You** accept that offer. 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 total loss

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

Financial Interest

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

Excess

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

New Car Replacement

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

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

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

New Motorcycle Benefit

If **Your** motorcycle is stolen and not recovered or is damaged and the cost involved in the repair will be more than 70% of the purchase price (including motorcycle tax and VAT) at the time of the loss or damage **We** will replace **Your** motorcycle with a new motorcycle of the same make and model.

We will only do this if the motorcycle is less than 6 months old from the date of first registration as new in **Your** name and a replacement motorcycle is available. **We** will only replace **Your** Motorcycle if **You** and any other known interested parties agree. The motorcycle being replaced will then become **Our** property.

If **We** cannot obtain a replacement motorcycle of the same make and model **We** will pay **You** the purchase value of **Your** Motorcycle and it's fitted **Accessories and Spare Parts** at the time of the loss or damage.

When Your car is being serviced

The cover provided under this section will still apply when **Your Vehicle** is being serviced or repaired.

Transit by Road or Sea

Cover under this section starts from the time the vehicle is loaded onto the transportation unit and continues during the ordinary course of **Transit** and ceases upon completion of unloading at the final destination. Cover would start again upon commencement of loading onto the carrying unit for the return journey and continues until completion of unloading at the storage location.

There is no cover for loss or damage:

- Due to scratching, denting or surface defects, unless caused by an accident to the transportation unit;
- Whilst the motor vehicle is under its own power or under tow, other than for the purposes of loading onto, and unloading from the transportation unit;
- Due to theft or attempted theft not involving violent or forced entry/exit or where reasonable security precautions have not been taken.

Exceptions to Section 1

This section of Your insurance does not cover the following:

- Any road traffic accident **You** may have or **Your** liability to others arising in connection with **Your Vehicle**.
- The amount of any **Excess** shown in the **Schedule** or on the insurance documents, or both.
- Any claim arising while:
 - **Your Vehicle** is being driven or used under its own power; or
 - **Your Vehicle** is kept at a place which **You** own or occupy and which is not shown in the **Schedule**.
- Wear and tear, gradual deterioration, inherent defect, rust or oxidation, moth or vermin damage, warping or shrinkage, fault or breakdown of **Your Vehicle**.
- The vehicle's value reducing, including loss of value as a result of damage, whether repaired or not.
- Loss or damage by someone obtaining **Your Vehicle** by fraud or deception.
- Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment.
- Damage to tyres.
- Damage due to liquid freezing in the cooling system.
- Any indirect loss.
- Any loss or expense due to bad workmanship.
- Any amount above the last known list price of the part or accessory plus the reasonable cost of fitting it, if the vehicle manufacturer or its agent can't supply a part or accessory from stock in the UK.
- Loss resulting from the vehicle being repossessed and returned it to its rightful owner.
- Loss of or damage to **Your Vehicle** by theft or attempted theft, or by a person taking it, 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;
 - it is a convertible vehicle and the roof has been left open; or
 - reasonable precautions have not been taken to protect **Your Vehicle**.
- Theft or attempted theft not involving violent or forced entry/exit.
- Any loss or damage that is also covered by any other insurance.

- Any result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or military power.
- Direct or indirect loss or damage caused by, contributed to or arising from:
 - earthquake;
 - riot or civil commotion occurring in Northern Ireland or outside the **United Kingdom**;
 - 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; or
 - pressure waves caused by aircraft and other flying objects.
- Any loss arising outside the **United Kingdom**.

Settling Claims under Section 1

For a claim under this section of the insurance We may either:

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

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

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

- The market value of **Your Vehicle** immediately before the loss, up to the value shown in the **Schedule**; or
- The cost of repairing **Your Vehicle**;

whichever is less.

We will not pay the cost of any repair or replacement which improves **Your Vehicle** to a better condition than it was 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.

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 **Your** insurance documents or contact Footman James.

Total Loss

If **Your Vehicle** is considered to be a total loss (that is if the damage to the vehicle is so severe it would be unsafe to allow back on the road, or beyond economical repair), **We** will offer **You** a settlement amount. This insurance for **Your Vehicle** will end when **You** accept that offer. The vehicle then becomes **Our** property.

Storing the vehicle after it becomes a total loss

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

Financial interest

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

Section 2 - Liability to Others

We will insure **You** for all amounts **You** have to pay for:

- death of, or injury to, any other person; or
- damage to property;

as a result of any accident **You** have in the **United Kingdom** while **Your Vehicle** is appearing at organised rallies, shows, exhibitions and other public events.

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.

Exceptions to Section 2

This section of Your insurance does not cover the following:

- Loss of or damage to any vehicle, equipment or property belonging to (or in the care of) anyone **We** insure and who is making a claim under this part of the insurance.
- Anyone who can claim for the same loss from any other insurance.
- Any damage, death or injury caused while the vehicle is being driven or used under its own power.
- Any accident which the Road Traffic Act applies to.
- Any damage, death or injury arising outside the **United Kingdom**.



Section 3 - FJ+ Covers

Agreed Value

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

If **Your Vehicle** is lost or a total loss, 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 regardless of the market value at the time of the loss. 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 shows and events while **Your Vehicle** is temporarily out of the garage, cover also applies whilst the vehicle is temporarily in the pit lane and the paddock area. There is no cover if any claim arises whilst the vehicle is being used under its own power.

Salvage Retention

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

Under Section 1 – Loss of or damage to **Your Vehicle**, if **Your Vehicle** is considered a total loss, **You** may 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:

- Category A - The vehicle would be so structurally damaged that it is not possible to repair it economically or safely. The vehicle must be crushed in its entirety. The salvage cannot be retained in this circumstance.
- Category B - The vehicle would be so structurally damaged that it is not possible to repair it economically or safely. The shell, frame and chassis must be crushed. Usable parts can be recycled by a salvage disposer. The salvage cannot be retained in this circumstance.
- Category S - The vehicle has sustained damage to any part of the structural frame or chassis therefore the insurer has decided not to repair the vehicle. The salvage can be retained in this circumstance.
- Category N - The vehicle has not sustained damage to the structural frame or chassis and the insurer has decided not to repair the vehicle. There may be some safety items that require replacement. The salvage can be retained in this circumstance.

The cost of the salvage is deducted from the payment made to **You** (if applicable) upon settlement of the claim.

Spare Parts

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

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

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

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

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

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

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

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

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

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

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

Whichever is less.

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

Spare Parts 2

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

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

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

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

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

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

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

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

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

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

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

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

Whichever is less.

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

Spare Parts 5

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

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

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

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

To make a claim for the above You must:

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

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

For a claim under Spare Parts We may either:

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

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

The most We will pay will be either:

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

Whichever is less.

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

Spare Parts 10

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

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

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

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

To make a claim for the above You must:

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

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

For a claim under Spare Parts We may either:

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

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

The most We will pay will be either:

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

Whichever is less.

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

Tools

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

Your tools are insured up to £100 against loss and/or damage caused by:

- fire; or
- theft or attempted theft or **Your** tools being taken away without **Your** permission.

To make a claim for the above You must:

- Keep **Your** tools in a locked garage or building that **You** have told **Us** about.

For a claim under Tools 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** tools immediately before the loss, up to the cover limits; or
- The cost of repairing the tools;

Whichever is less.

We will not pay the cost of any repair or replacement which improves **Your** tools 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.

General Conditions and Cancellation Terms

The following conditions apply to the whole of the insurance.

1. **We** will provide the cover described in this insurance document only if:
 - anyone making a claim has met all of the conditions in this document; and
 - the information **You** gave on **Your** proposal form and declaration or statement of insurance is, as far as **You** know, correct and complete.
2. **Your** premium is based on the information **You** supplied at the start of the insurance and the information **You** supply each time it is renewed. If **You** have failed to give **Us** complete and accurate information at the start of the insurance or when **You** renew it, this could lead to **Your** claim being refused or the insurance not covering **You**.
3. If **You** or anyone acting for **You**:
 - make a claim which **You** or they know is false, fraudulent or exaggerated; or
 - provide false or stolen documents to support a claim;**We** will not pay the claim and this insurance will end.
4. After any loss, damage or accident **You** must give **Us** full details, in writing, 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. **We** can examine **Your Vehicle** at any reasonable time.
7. **We** can:
 - takeover, conduct, defend or settle any claim; and
 - take proceedings, at **Our** own expense and for **Our** own benefit, to recover any payment **We** have made under this insurance.**We** will take this action in **Your** name or in the name of anyone else covered by this insurance. **You**, or the person whose name **We** use, must co-operate with **Us** on any matter which affects this insurance.
8. If **We** accept **Your** claim, but **You** and **We** disagree with the amount due to **You**, the matter will be passed to an arbitrator **We** both agree to. When this happens, the arbitrator must make a decision before **You** can start proceedings against **Us**.
9. **We** or Footman James may cancel this insurance by sending seven days' notice, by recorded delivery, to **Your** last known address. If **You** have not made a claim and will not be making a claim, **We** will refund the part of **Your** premium that applies to the remaining period of the insurance. Footman James will charge a cancellation fee. Please see Footman James' documents for details of those charges.

10. If **You** have agreed to pay **Your** premium by instalments, **We** or Footman James can cancel **Your** policy if **You** do not pay an instalment when it is due. Before this happens, **You** will receive notice of the missed instalment and be given the opportunity to pay the overdue amount. If **You** do not pay the overdue instalment within the time set out in the notice, **We** or Footman James may cancel **Your** insurance by sending seven days' notice, by recorded delivery, to **Your** last known address. If **You** have not made a claim and will not be making a claim, **We** will work out the refund due in line with the Short Period Rates table shown below. If **You** cancel **Your** policy in the second, or any subsequent years, **You** will receive a return of any premium **You** have paid less a charge for the number of days **You** have had cover for. Footman James will charge a cancellation fee. Please see Footman James' documents for details of those charges.
11. **You** may cancel this insurance at any time by phoning or writing to Footman James. If **You** cancel within 14 days of receiving this document and **You** have not made a claim for a total loss, **You** will receive a refund as explained on page 2. If **You** cancel after this period and are within the first year of **Your** policy, **We** will work out the refund due in line with the Short Period Rates table shown below. If **You** cancel **Your** policy in the second, or any subsequent years **You** will receive a return of any premium **You** have paid less a charge for the number of days **You** have had cover for. Footman James will charge a cancellation fee. Please see Footman James' documents for details of those charges. If **You** have made a claim or will be making a claim **We** will not give **You** a refund.
12. If, under the law of any country which this insurance covers **You** in, **We** must settle a claim which **We** would not otherwise have paid, **We** may recover this amount from **You** or from the person who made the claim.
13. If **Your Vehicle** is stolen, **You** must tell the police as soon as possible.
14. If **You** make 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.
15. If **You** make any changes to this policy, or cancel it, Footman James may charge **You** an administration fee. Details of Footman James' fees and charges are given in Footman James' insurance documents, **We** may charge an administration fee.

Cancellation Terms - Short period rates within first policy year

Period You have had cover for	Up to one month	Up to two months	Up to three months	Up to four months	Up to six months	Over 6 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

Cancellation Terms – Second policy year onwards

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

Important Notice

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 changes **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.
- Details of any accidents or loss (whether or not **You** make a claim) that involves **Your Vehicle** or happens while **You** are driving anyone else's vehicle.

Choice of Law

The law of England and Wales will apply to this contract unless:

- **You** and the **Insurer** agree otherwise; or
- at the date of the contract **You** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Use of Language

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

Customers with Disabilities

The policy and other associated documentation are also available in large print, audio and Braille. If **You** require any of these formats, please contact **Your** insurance adviser.

Telephone Call Charges and Recordings

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependant on **Your** network provider) and are usually included within inclusive minute plans from landlines and mobiles. **We** may record or monitor calls for training purposes, to improve the quality of our service and to prevent and detect fraud.



Part of the Towergate Group

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