



# Footman James Wedding Hire Motor Insurance

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

Keep this insurance policy document in a safe place.

FJ/PB/CHMI/03/09/2024/V7207

Arranged by:  
Footman James, a trading name of  
Advisory Insurance Brokers Limited  
2 Minster Court, Mincing Lane, London, EC3R 7PD  
[www.footmanjames.co.uk](http://www.footmanjames.co.uk)  
E-mail: [commercial@footmanjames.co.uk](mailto:commercial@footmanjames.co.uk)  
Authorised and regulated by the Financial Conduct Authority.



**Footman  
James**  
We share your passion

# Index

|   |    |
|---|----|
| Complaints                                    | 3  |
| Claim Notification                            | 3  |
| Definitions                                   | 5  |
| Section 1 - Liability to Others               | 7  |
| Exceptions to Section 1                       | 8  |
| Section 2 - Loss of or Damage to your Vehicle | 9  |
| Exceptions to Section 2                       | 11 |
| Section 3 - Foreign Use                       | 12 |
| General Exceptions                            | 13 |
| General Conditions                            | 14 |
| Important Notice                              | 16 |
| Customer Information                          | 17 |
| Use of Personal Data - Footman James          | 18 |
| Use of Personal Data - NIG                    | 18 |

# Wedding Hire Motor Insurance

This is your Wedding Hire Motor insurance 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 Wedding Hire Motor insurance policy documents, contact your insurance broker, Footman James. NIG policies are underwritten by Royal and Sun Alliance Insurance Ltd. This policy is subject to the terms and conditions for:

- a. the period of Insurance shown in the Schedule; and
- b. any subsequent period,

for which you shall pay and we agree to accept the premium.

We will provide insurance as described in each Section which is stated in the Schedule as being operative in respect of any accident, injury, loss or damage occurring within the Territorial limits during any period of Insurance.

The policy, Schedule and Certificate of Motor Insurance should be read together and any word or expression to which a specific meaning has been attached in any part of this policy, its Schedule or the Certificate of Motor Insurance issued hereunder shall bear such meaning wherever it may appear.

## Complaints

If **you** have cause to complain, please phone Footman James on 0333 207 6101 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 6101 or write to the address shown below:

Footman James, Waterfront Business Park, First Floor, Unit 7, Waterfront Way, Brierley Hill. DY5 1LX.

If **your** complaint is regarding the terms and conditions of the policy, or needs a response from **us**, Footman James will send **us** details of **your** complaint and give **you our** contact details.

If **your** complaint is still outstanding **you** can write to NIG direct at the following address:

RSA Customer Relations Team

P O Box 255

Wymondham

NR18 8DP

Email: [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

Details of NIG's complaints procedures including information on what **you** should expect in response to **your** complaint can be found on NIG's website at [www.nig.com/contact-us/complaints](http://www.nig.com/contact-us/complaints).

If **you** are still not satisfied after receiving a final decision, or if **we** have not issued **our** final response within eight weeks from **you** first raising the complaint, **you** may be able to refer **your** complaint within 6 months to the Financial Ombudsman Service. To refer **your** complaint please write to:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR

Phone: 0800 023 4567 (from landlines) or 0300 123 9123 (from mobiles)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

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

## Claim Notification

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.

### Claims Helpline - 0333 207 6190

Contact the Footman James 24 hour claims helpline. Please ensure that you have all of your documentation available.

If your claim is due to theft, attempted theft, malicious damage or vandalism, you should also notify the Police and obtain a crime reference number.

### Windscreen Helpline - 0800 363636

Contact Autoglass to report a windscreen claim.

# Wedding Hire Motor Insurance

## Important

This policy (and the Schedule and Certificate of Motor Insurance which form part of this policy) is a legal contract. Please read it thoroughly to make sure that it meets your needs. If it does not, then please tell your insurance broker as soon as possible.

You need to tell us as soon as possible about any facts or changes which we would take into account when assessing whether to accept this insurance. If you fail to do so, your policy may not be valid, or certain cover may not apply. If you are in any doubt as to whether a fact is significant or not, please contact your insurance broker.

You should read this policy, the schedule, the certificate of motor insurance and any endorsement as one document. Any word or expression which we have given a specific meaning to has the same meaning wherever it appears.

We will provide the insurance described in this Policy within the Territorial Limits subject to the terms and conditions for the Period of Insurance.

## Choice of Law

You and we may choose which law will apply to this Policy. Unless both parties agree otherwise, English law and jurisdiction will apply. However, you are resident in the Channel Islands or the Isle of Man, the law of the island where the you are resident will always apply to this policy and any dispute in relation to it will be within the jurisdiction of that island's relevant court.

We have supplied this policy and other information to you in English and will continue to communicate with you in English.

# Definitions

## Definitions

**These definitions apply to this policy. Any word or expression to which a particular meaning has been given in these definitions shall have that meaning wherever it appears in this policy.**

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

Royal and Sun Alliance Insurance Ltd trading as NIG and/or such other authorised insurer as Royal and Sun Alliance Insurance Ltd may contract to underwrite any part of this policy.

### **You and Policyholder**

The person, persons, Limited Liability Partnerships or Limited or Public Limited Company, named as the "Insured" in the schedule, and named 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 policy 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 shown in the schedule or described in the current certificate of motor insurance.

### **Territorial limits**

The United Kingdom, Channel Islands and Isle of Man.

### **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**

- a. The Period covered by this insurance (as shown in the Schedule), and
- b. any subsequent period, for which You shall pay and We agree to accept the premium.

## Cover

### The cover you have:

Your schedule shows you what cover you have. The different types of cover and the sections that apply to each type of cover, are listed below.

- Comprehensive - all sections apply.
- Third party, fire and theft - section 1, section 2 (except accidental or malicious damage and vandalism) and section 3 apply.
- Third party - sections 1 and 3 apply.

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

## Use

**The insurance only covers your vehicle if it is being used in the way shown in your certificate of motor insurance 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).
- Any purpose connected with the motor trade, unless this use is described as allowed in your certificate of motor insurance.



# Section 1 - Liability to others

## Liability to others

### Driving your vehicle

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

- death of or bodily injury to any 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 or while you are loading and unloading your vehicle.

### Other people driving 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 in writing, 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 £5,000,000.

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 £5,000,000, 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.

### 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.

## Costs and expenses

### Legal costs

If we first agree in writing, we will pay:

- solicitor's costs for anyone we insure to be represented at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction;
- reasonable 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.

### Emergency medical treatment

We will pay for emergency medical treatment that is needed after an accident involving any vehicle which this insurance covers.

We must provide this cover under the Road Traffic Act.

### European Union (EU) compulsory cover

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.

## Towing

Under this section we will insure you while any vehicle covered by this insurance is towing a caravan, trailer or a broken-down vehicle (as allowed by law).

We will not pay any claim arising from the following.

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

We will only provide this cover if:

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

# Exceptions to Section 1

## This section of your insurance does not cover the following:

- Anyone who can claim for the same loss from 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.
- Death, injury or damage arising off the road (or off any other public place) as a result of anyone apart from the driver or an attendant loading or unloading your vehicle



## Section 2 - 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 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.

### **Accessories and audio, visual or phone equipment**

Your vehicle's spare parts and fitted accessories are insured in the same way. 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 below.

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 £400 for items which are not fitted as standard by your vehicle's manufacturer. We will not pay for loss of or damage to cassettes, compact discs, minidisks, DVDs 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 make 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 reasonable cost (where necessary) of taking your vehicle to the nearest suitable repairer and returning it to your last known address after the repair. Do not try to move the vehicle if this could increase the damage. If unnecessary 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 Accident Helpline on the number shown in the list of emergency helplines we sent with your insurance documents, or contact Footman James.

### **Write-off (total loss)**

If your vehicle is considered to be a write-off (that is, if the cost of repairs is greater than the market value of the vehicle), we will offer you an amount as compensation. This insurance for your vehicle will end when you accept that offer. The vehicle then becomes our property. We may decide to let the insurance continue on a replacement vehicle.

### **Storing the vehicle after it becomes a write-off**

If your vehicle is considered to be a write-off, we may store it in a safe place while we are arranging to pay you.

### **Financial interest**

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

### **Windscreen damage (comprehensive cover only)**

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

If a repair or replacement is required then an excess applies to this cover as 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 the relevant amount shown below on top of any other excesses which you may have to pay towards a claim.

| Age of driver   | Amount |
|---|--------|
| • Under 21  | £300   |
| • 21 to 24  | £200   |
| • 25 or over and has held a full UK or EU licence for less than 12 months, or holds a provisional licence or a full licence issued by a country outside the European Union. | £200   |

You will not have to pay the amounts shown above 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) as long as the person servicing or repairing your vehicle holds a full UK or EU driving licence.

### Loss of or damage to other vehicles

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

# Exceptions to Section 2

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

- The amount of any excess shown in the schedule or in the insurance documents, 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.
- Your 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 your 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.
- Loss of or damage to accessories unless they are permanently attached to your vehicle.
- If a manufacturer or its agent can't supply a part or accessory from stock in the UK, any amount above the last known list price of the part or accessory plus the reasonable cost of fitting it.
- Loss or damage by someone getting your vehicle by fraud or deception.
- Loss resulting from the vehicle being repossessed and returned to its rightful owner.
- Loss 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;
  - reasonable precautions have not been taken to protect your vehicle.

## Section 3 - Foreign use

### Foreign use

Except where cover is extended below or in Section 1, this insurance only applies in the United Kingdom, Channel Islands and Isle of Man. We will automatically provide cover when you visit Croatia, Iceland, Liechtenstein, Norway or Switzerland 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 United Kingdom, Channel Islands or the Isle of Man within 35 days. If you want to travel to any other country, you must tell Footman James.

If we agree to cover you, you must pay us any extra premium we ask for. We will then extend cover as follows:

#### • Insurance cover

This insurance is extended to apply to claims arising:

- in any country which we have agreed to provide cover for; and
- while your 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

If your vehicle suffers any loss or damage covered by this insurance while it is in a 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.

### General terms

#### Changing or adding a vehicle to this insurance

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

#### Removing a vehicle or cancelling this insurance

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

#### Uninsured loss recovery

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

## General exceptions

These general exceptions apply to the whole insurance.

Your insurance does not cover the following:

1. Any liability, loss or damage arising while any vehicle covered by this insurance is being:
  - used for a purpose which the vehicle is not insured for;
  - driven by or in the charge of anyone who is not mentioned in the certificate of motor insurance as a person entitled to drive, or who is not allowed to drive under an endorsement;
  - driven by anyone (including you) who you know is disqualified from driving, or has never held a licence to drive the vehicle, or is prevented by law from having a licence;
  - kept or used in an unsafe or unroadworthy condition or without a current MOT certificate (if one is needed);
  - used to carry any load which is more than it was built 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) that happens outside the European Union, Croatia, Iceland, Liechtenstein, Norway or Switzerland 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) that happens outside the United Kingdom but within the European Union, Croatia, Iceland, Liechtenstein, Norway or Switzerland, unless the journey is for 35 days or less, or we have agreed to extend your cover and you have paid an extra premium.
4. Any liability, loss or damage that is also covered by any other insurance.
5. Any liability you have accepted under an agreement or contract unless you would have had that liability anyway.
6. except so far as is necessary to meet the requirements of the Road Traffic Acts, any consequence whatsoever directly or indirectly caused by or contributed to by or arising from War, Government Action or Terrorism.

This General exception shall not apply to loss or damage, to property insured by this policy, where directly or indirectly caused by the detonation of munitions of war, or parts thereof, within one mile of your vehicle, provided that the presence of such munitions does not result from a state of war current at the time of loss or damage. This detonation of munitions exception to this General exception does not apply to property which is outside the United Kingdom, the Channel Islands or the Isle of Man.

**War** shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion or military or usurped power.

**Government Action** shall mean martial law, confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to War.

**Terrorism** shall mean an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes, or any action taken in controlling, preventing or suppressing or in any way relating to such act or acts.
7. Direct or indirect loss, damage or liability caused by, contributed to or arising from:
  - earthquake;
  - riot or civil commotion in Northern Ireland or outside the United Kingdom (except where we must provide the minimum cover needed under the relevant law);
  - ionising radiation or contamination from any radioactive nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - the radioactive, toxic, explosive or other dangerous property of any explosive nuclear equipment or nuclear part of that equipment;
  - pressure waves caused by aircraft and other flying objects; or
  - carrying any dangerous substances or goods which you need a licence from the relevant authority for (except where we must provide the minimum cover needed by law).
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.
10. Any loss, damage, legal liability, cost or expense caused by:
  - a. failure, or partial failure of any computer or computer system;
  - b. loss or partial loss of any electronic data;
  - c. repair, replacement or restoration of any electronic data; or
  - d. a Cyber Event.

**Cyber Event** shall mean an unauthorised, malicious or criminal act that creates, or intends to create, an outcome that includes, but is not limited to:

  - i. interruption to electronic communications;
  - ii. corruption, unauthorised access to, or theft of data; and
  - iii. hacking or service denial.

# General conditions

- 1 a. You have a duty to make to Us a fair presentation of the risk before:
    - i. the inception of this policy;
    - ii. an alteration made to this policy, concerning changes in the risk which are relevant to the proposed alteration; and
    - iii. the renewal of this policy; and
  - b. In the event of a breach of such duty, if the breach is:
    - i. deliberate or reckless, We may:
      - a. in relation to an alteration made to this policy, (notwithstanding the references to notice period and the refunding of premiums in General Condition 9) by notice to You by recorded delivery at Your last known address treat this policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
      - b. in relation to the inception or renewal of this policy, avoid this policy and refuse all claims and retain any premiums paid;
    - ii. neither deliberate nor reckless and We would not have:
      - a. in relation to an alteration made to this policy, agreed to the alteration on any terms, We may treat this policy as if the alteration was never made, but in that event We:
        - i. will return any extra premium paid; or
        - ii. may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration. We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or
      - b. entered into this policy on any terms, We may avoid this policy and refuse all claims but will return any premiums paid; or
    - iii. neither deliberate nor reckless and We:
      - a. would have entered into this policy or agreed to the alteration made to this policy, but on different terms (other than terms relating to the premium), this policy or the alteration (as applicable) will be treated as if it had been entered into on those different terms if We so require; and
      - b. in respect of an alteration made to this policy:
        - i. would have agreed to the alteration, but would have charged an increased premium by more than We did or (in the case of an unchanged premium) would have increased the premium, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.  
We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item b iii a above), based on the total premium actually charged compared to the premium that We would have charged;
        - ii. (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and We would have increased the premium, would not have reduced the premium, or would have reduced it by less than We did, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.  
We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item b iii a above), based on the total premium actually charged compared to the original premium if We would not have changed it, and otherwise the increased or (as the case may be) reduced total premium We would have charged.
  - c. We shall be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by Us), in relation to a breach of the duty to make to Us a fair presentation of the risk.
2. Every condition precedent to which this policy or any section or item thereof is, or may be, made subject shall, from the time the condition precedent attaches, apply and continue to be in force during the whole currency of this policy.
3. In the event of any claim under the policy being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain benefit under this policy, We:
  - a. shall not be liable to pay the claim;
  - b. may recover from You any sums paid by Us to You in respect of the claim; and
  - c. may (notwithstanding the references to notice period and the refunding of premiums in General Condition 11) by notice to You by recorded delivery at Your last known address treat this policy as having been cancelled with effect from the time of the fraudulent act and may:
    - i. refuse all liability to You under this policy in respect of any event that gives rise to Our liability occurring after the time of the fraudulent act; and
    - ii. retain any premiums paid under this policy.
4. 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.

5. 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.
6. 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.
7. 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.
8. 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. Footman James will charge a cancellation fee. Please see the Footman James' Notice to Clients document 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.
9. 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 General Condition 10 on page 15. If you have made a claim or have gone over your mileage limit we will not give you a refund and the full premium remains payable.  
Footman James will charge a cancellation fee. Please see the Footman James' Notice to Clients document for details of those charges. Also, Footman James will keep any fees or commission paid to them in connection with this policy.
10. You may cancel this insurance at any time by phoning or writing to Footman James. 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 below. Footman James will charge a cancellation fee. Please see the Footman James' Notice to Clients document for details of those charges. Also, Footman James will keep any fees or commission paid to them in connection with this policy. If you have made a claim or have gone over your mileage limit we will not give you a refund.

| Length of time you had the insurance | Up to 1 month | Up to 2 months | Up to 3 months | Up to 4 months | Up to 5 months | Up to 6 months | Up to 7 months | Up to 8 months | Over 8 months       |
|--------------------------------------|---------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------------|
| Percentage of premium we will refund | 75%           | 65%            | 55%            | 45%            | 35%            | 25%            | 15%            | 5%             | No refund allowable |

11. **Subrogation**  
We shall be subrogated to your rights of recovery against any third party. Accordingly, it is a condition precedent to our liability that any claimant under this policy will, at our request and expense, take and permit to be taken all necessary steps for us to enforce any rights against any other party in your name before or after any payment is made by us.
12. If, under the law of any country which this insurance covers you in, we must settle a claim which we would not otherwise have paid, we may recover this amount from you or from the person who made the claim.
13. If your vehicle is stolen, you must tell the police as soon as possible.
14. If you make any change to this insurance, we may charge an administration fee.
15. If you make a claim for any liability, loss or damage that is also covered by any other insurance, we will only pay our share of the claim. This condition does not apply to the first exception to section 1 on page 8.
16. a. It is a condition precedent to Our liability that You shall immediately notify Us if any alteration be made in respect of the following;
- if the owner of Your Vehicle changes;
  - if there are any changes required to the driving or use allowed by Your Certificate of Motor Insurance or if there is an age of driver restriction on Your policy; or
  - if there is any change of address or occupation, other than in accordance with General Condition 1, at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance.
- b. This policy shall cease to be in force if:
- Your interest in the Business ends, other than by death; or
  - the Business is to be wound up or carried on by a liquidator or receiver or permanently discontinued, at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance, unless its continuance be agreed by Us.



# Important Notice

## Changes to the insurance

Please tell Us about the following before next renewal date:

- accidents, thefts or losses (whether covered by insurance or not and regardless of blame) where these have not been previously reported to Us
- motoring convictions, (including fixed penalty offences) or prosecutions pending or outstanding police enquiries. Criminal convictions or charges for a criminal offence
- physical or mental impairments

## Limited mileage

If this insurance sets a limit on your mileage, you must not drive more than the number of miles agreed.

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

# Customer information

## Regulatory Information

This insurance is provided by Footman James as agents on behalf of NIG.

**Footman James is a trading name of Advisory Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Advisory Insurance Brokers Limited's FCA regulated number is 313250.**

NIG policies are underwritten by Royal and Sun Alliance Insurance Ltd (No. 93792) Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. Royal and Sun Alliance Insurance Ltd are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202323.

The Financial Conduct Authority website, which includes a register of all regulated firms, can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on 0800 111 6768.

The Prudential Regulation Authority website can be visited at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru), or the Prudential Regulation Authority can be contacted on 020 7601 4878.

## Claims history

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI).

Under the conditions of your policy, you must tell us about any incident (such as an accident, fire, theft or malicious damage) which may or may not give rise to a claim. When you tell us about an incident, the information relating to it will be passed to the registers.

## 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 not limited to, but including 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.

## Financial Services Compensation Scheme (FSCS)

We and Footman James are covered under the Financial Services and Markets Act 2000. Should we and Footman James be unable to meet our liabilities, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

More information about the Compensation Scheme arrangements is available from the FSCS website [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.

# Use of Personal Data - Footman James

**All references to WE, US and OUR in this 'Use of personal data section' are to Footman James and Advisory Insurance Brokers Limited as the Data Controller**

Footman James, a trading name of Advisory Insurance Brokers Limited is the Data Controller of the personal data (information) you provide to us. We may share your information within The Ardonagh Group. We will use your personal information to:

- assess and provide the products or services that you have requested
- communicate with you in relation to servicing and administering your product
- develop new products and services
- undertake statistical analysis to help us improve our services and products
- provide additional assistance for these products or services
- notify you of important changes to products and functionality changes to our websites.

From time to time we may 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, subject to relevant marketing regulations and permissions.

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices.

Further information is included in our Fair Processing Notice full details of which can be found here <https://www.footmanjames.co.uk/fair-processing-notice>. This gives you more information on who we are, the types of information we hold, how we use it, who we share it with, how long we keep it for and informs you of certain rights you have regarding your personal information. If you are unable to access this website, we can send the Fair Processing Notice to you at no cost.

In the event you or any individual whose personal data we process is unhappy with how we or the Ardonagh Group is treating their personal data or have any general data protection queries, such queries and complaints should be sent to our Data Protection Officer. This can be done via email to [advisorydataprotection@ardonagh.com](mailto:advisorydataprotection@ardonagh.com) or in writing to The Data Protection Officer, Ardonagh Advisory, Suite M, The Octagon, Colchester CO1 1TG, United Kingdom.

# Use of Personal Data - NIG

At NIG (the Insurer) we are aware of the trust you place in us when you buy our products and our responsibility to protect your information. You can view and/or download our privacy notice from [www.rsainsurance.co.uk/privacy-policy/](http://www.rsainsurance.co.uk/privacy-policy/). This tells you what we do with the information we collect about you, how we protect your information, what your rights are under data protection legislation and tells you what we are required to do by law.

This includes details of who to contact should you have any concerns about the way in which NIG are using your personal information.





Footman James  
Waterfront Business Park,  
First Floor, Unit 7,  
Waterfront Way,  
Brierley Hill DY5 1LX  
Tel. 0333 207 6114  
[footmanjames.co.uk](http://footmanjames.co.uk)



Footman James is a trading name of Advisory Insurance Brokers Limited. Registered in England No. 4043759. Registered Address: 2 Minster Court, Mincing Lane, London, EC3R 7PD. Authorised and regulated by the Financial Conduct Authority. Telephone calls may be monitored or recorded.