



Policy Wording Vintage Bus

FJ/PW/BUSFJR/EXHR/01/07/2022/V3402

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

Keep this insurance policy document in a safe place.

In partnership with



Your Policy

This Policy is arranged by **Footman James**. **You** can write to **Footman James** at the following address: Footman James, Castlegate House, Castlegate Way, Dudley, West Midlands DY1 4TA

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. **You** can check this by viewing the FCA website at www.fca.org.uk/register.

This Breakdown cover is provided by RAC Motoring Services (Registered No 01424399). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority.

Any reference to '**We**', '**Us**' and '**Our**' are to the insurer named on the **Motor Insurance Additional Cover Schedule**.

This is **your** FJ Rescue Policy Document. Read this booklet, the **Motor Insurance Additional Cover Schedule** and **Certificate of Motor Insurance** carefully and keep them in a safe place. If **you** have any questions about any of **your** additional cover insurance documents, contact **your** insurance broker **Footman James**.

How to make a claim

Contact Information

	Telephone	In Writing
Breakdown	0333 070 2525	
Customer Services	0333 070 6000	Footman James, Castlegate House, Castlegate Way, Dudley, DY1 4TA enquiries@footmanjames.co.uk
Hearing Assistance	Telephone prefix 18001 to access Typetalk or text us on 07855 828282	

Telephone charges

Please note that **we** do not cover the cost of making or receiving telephone calls. **Our** calls may be monitored and/or recorded.

Call charges may apply. Please check with **your** telephone provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans. Text messages will be charged at **your** standard network rate.

If your vehicle breaks down, please provide us with

- **Your** name or policy number
- Identification such as a bank card or driving licence
- The **vehicle's** make, model and registration number
- The exact location of the **vehicle** - the road **you** are on or the nearest road junction

- The number of the phone **you** are using
- The cause of the **breakdown**, if **you** know it
- **Your** credit card if **you** need additional services

If **you** fail to make contact within 24 hours of becoming aware of the **breakdown** cover may be refused in relation to the **breakdown**.

Remember

Please let **us** know if **you** have called **us** but manage to get going before **we** arrive.

We will only provide cover if **we** arranged help, so please do not go directly to a garage or other recovery service, or otherwise approve action taken by **you** or on **your** behalf.

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Definition of words

Any words in **bold** appearing throughout this FJ Rescue Policy Wording have a specific meaning which **we** explain below.

breakdown/breaks down/broken down

An event during the **policy period**, that stops the **vehicle** from being driven because of a mechanical or electrical failure including as a result of battery failure, running out of fuel, flat tyres, but not as a result of a mis-fuel, road traffic collision, fire, flood, theft, acts of vandalism, any fault caused by actions or omissions of the **driver** of the **vehicle**, or any key related issue other than keys locked in **your vehicle**;

claim

Each separate request for service or benefit for cover under any section of this **RAC Breakdown Cover**;

caravan/trailer

Any caravan or trailer that is less than (a) 3.5 tonnes; (b) 7.0m (23ft) long; (c) 2.55 metres wide; and (d) 3 metres high;

driver/their/they

You or any driver of a **vehicle** at the time a **breakdown** occurs who is authorised to be driving the **vehicle** and is permanently resident in the **UK**;

end date

The date that this **RAC Breakdown Cover** expires as shown on **your motor insurance additional cover schedule**;

Footman James

Footman James, a trading name of Advisory Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. **Footman James** arrange and administer this **RAC Breakdown Cover**.

home

The address in the **UK** where **your vehicle** is normally stored overnight, as shown on **your schedule of motor insurance**;

motor insurance additional cover schedule

The document entitled '**motor insurance additional cover schedule**' containing important details about this **RAC Breakdown Cover** and levels of cover;

passenger

The **driver** and up to the five non-fare paying **passengers** travelling in the **vehicle**;

policy period

The length of time for which **your RAC Breakdown Cover** is in force as shown on **your motor insurance additional cover schedule**;

RAC/we/us/our

RAC Motoring Services or any person employed or engaged to provide certain services on their behalf;

RAC Breakdown Cover

This **RAC** breakdown policy that is subject to the terms and conditions together with the **motor insurance additional cover schedule**;

reimburse

Reimbursement by **us** under the reimbursement process;

start date

The date that this **RAC Breakdown Cover** begins, or renews, as shown on **your motor insurance additional cover schedule**;

specialist equipment

Equipment that is not normally required by **us** to complete repairs and recoveries, for example winching and specialist lifting equipment;

UK

England, Scotland, Wales, Northern Ireland, and for the purpose of this **RAC Breakdown Cover** includes the Channel Islands and the Isle of Man if **you** are a resident there;

vehicle

The **UK** registered bus, coach or public service vehicle for nine or more passengers. as shown on **your certificate of motor insurance**;

you/your

The person taking out the **RAC Breakdown Cover** as named on the **certificate of motor insurance**.

Important information about your RAC Breakdown Cover

This **RAC Breakdown Cover** is intended to offer services relating to the **breakdown** of **vehicles**. Based on the information provided this **RAC Breakdown Cover** meets the demands and needs of those who wish to ensure the risk of the **breakdown** of **vehicles** is met now and in the future.

There are general conditions that apply to all sections. There are also specific conditions that are set out in each section that apply to each section. **You** must meet all of these conditions.

All requests for service must be made directly to **us**.

Your RAC Breakdown Cover consists of a Breakdown Policy – a contract between **you** and **us** and a **motor insurance additional cover schedule** - detailing the type of cover **you** have and the cost of cover. The **motor insurance additional cover schedule** will detail the premium and any other charges payable. These will be made clear in advance of purchase, and provided to **you** by **Footman James** following purchase.

A premium is payable for this contract which will be made clear to **you** in advance of purchase.

Policy Type

This **RAC Breakdown Cover** covers the **vehicle** shown on **your certificate of motor insurance** and if registered at **your home** address. The **vehicle** is covered whoever is driving.

Policy Period

The **RAC Breakdown Cover** will start on the **start date** and end after the **end date** as shown on **your motor insurance additional cover schedule**.

Limits of Cover

Cover under this **RAC Breakdown Cover** is subject to limits on:

1. When a **claim** can be made:
 - a) no **claim** is permitted under section A if the **breakdown** occurred prior to purchasing this **RAC Breakdown Cover**;
 - b) no **claim** is permitted under section B within 24 hours of the initial **start date** of the **RAC Breakdown Cover**; and
 - c) in order to make a **claim** under Section B (Recovery) **we** must have first attended under Section A (Roadside).
2. The number of **claims** that can be made per **policy period** whether under a particular section, or as a whole, one **claim** means one request for service or benefit for cover under any section of this **RAC Breakdown Cover**, regardless of who makes the **claim**.

Reimbursement

Under some sections, **you** may need to pay for the service up front and claim this back from **us**. To do so, please visit www.rac.co.uk/reimbursementclaimform. If **you** have any queries please contact Breakdown Customer care on 0330 159 0337. Please send **your** completed claim form with proof of payment (such as a receipt) to Customer Services. **We** may ask **you** to supply original documents.

Your Cover



Section A. Roadside

RAC Breakdown Cover includes cover for Roadside. The number of **claims** which can be made during a **policy period** is four.

What is Covered

If the **vehicle breaks down** within the **UK** more than a mile from **your home**, we will:

1. Send help to repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If **we** are unable to repair the **vehicle** at the roadside, **we** will recover the **vehicle** and non-fare paying **passengers** to a destination chosen by the **driver** up to a maximum of 10 miles from the **breakdown**;

If we recover the **vehicle** to a garage, **we** will reimburse **you** for taxi costs for non-fare paying **passengers** to continue the journey to a single destination within 20 miles.

Caravans or Trailers

If a **caravan** or **trailer breaks down** within the **UK** more than a mile from **your home**, **we** will send help to repair the **caravan** or **trailer** at the roadside. This could be a permanent or temporary repair.

We will not provide any other cover under this **RAC Breakdown Cover** if a **caravan** or **trailer breaks down**. However if a **vehicle breaks down** and there is a **caravan** or **trailer** attached to it **we** will recover the **caravan** or **trailer** as well.

What is Not Covered

1. The cost of any parts;
2. The fitting of parts, including batteries, supplied by anyone other than **us**;
3. Any **breakdown** resulting from a fault that **we** have previously attended and:
 - a) the original fault has not been properly repaired; or
 - b) **our** advice after a temporary repair has not been followed;
4. Recovery for **caravans** or **trailers** if the **caravan** or **trailer breaks down**.



Section B. Recovery

RAC Breakdown Cover includes cover for Recovery.

What is Covered

If **we** are unable to repair the **vehicle** under Section A (Roadside), **we** will recover the **vehicle** from the **breakdown** location to a single destination chosen by the **driver** within the **UK** up to 200 miles.

Please note: recovery must be arranged with **us** while **we** are at the scene.

What is Not Covered

1. Please see the "What is Not Covered" part of Section A (Roadside), which also applies here;
2. Tyre faults where the **vehicle** is not carrying a serviceable spare tyre, the tyre repair equipment provided by the **vehicle's** manufacturer or a locking wheel nut;
3. A second recovery owing to the intended original destination being closed or inaccessible.

General Conditions

The following conditions apply to all sections of this **RAC Breakdown Cover**. If **you** do not comply **we** can refuse cover and/or cancel **your RAC Breakdown Cover**.

1. **You** must pay **your** premium.
2. **You** must request services directly from **us**, as **we** will only provide cover if **we** make arrangements to help **you**.
3. Where the **breakdown** is caused by a component failure this must stop the **vehicle** from working, so for example an air-conditioning failure in itself does not constitute a **breakdown**, and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you** will need to take **your vehicle** to a place of repair and **your RAC Breakdown Cover** will not cover this.
4. **We** will not cover any **claim** where the **vehicle** is already at a garage or other place of repair.
5. Where **we** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by someone else, **we** will not provide cover.
6. A **driver** must be with the **vehicle** when **we** attend.
7. **You** are responsible at all times for the care of **your** personal belongings, valuables, luggage and goods in or on a **vehicle**. **We** will not be responsible for any loss of or damage to them.
8. Where **we** recover non-fare paying **passengers** under the age of 16, they must be accompanied by an adult.
9. **We** will not allow animals in **our** vehicles, except guide dogs. Any animals can remain in the **vehicle** at the **driver's** own risk. **We** will not be liable for any injury to animals, or damage caused by them. **We** will not transport any livestock. **We** will not be responsible for any costs relating to animals.
10. The **vehicle** must not carry more passengers than the number stated in the **vehicle's** registration document. Each passenger must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat.
11. Where **we** provide a repair to the **vehicle**, whilst **we** are responsible for that repair, this does not mean that **we** are confirming the legal and roadworthy condition of the **vehicle**. This remains **your** responsibility.
12. **We** will not be responsible for any losses that may incur following a **breakdown** that are not expressly covered by this **RAC Breakdown Cover**. For example, **we** will not pay for any loss of earnings or missed appointments.
13. **We** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst **we** will try to check that the garage will undertake the type of repairs required, **we** cannot guarantee this. **We** will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between **you** and the garage / repairer.

14. During extreme weather, riots, war, civil unrest, industrial disputes, **our** services can be interrupted. **We** will resume **our** service to **you** as soon as **we** can in these circumstances.
15. The cost of the following is not covered by this **RAC Breakdown Cover**:
- specialist equipment**;
 - ferry charges for the **vehicle** and **our** vehicle;
 - any damage to glass even if the damage means the **vehicle** cannot be legally or safely driven. **We** will arrange transport to a local garage so **you** can arrange to get the **vehicle** fixed but **you** will have to pay for this;
 - spare tyres and wheels and repairing or sourcing them; or
 - recovery by someone other than **us** even if this is requested by the emergency services, **we** will only provide recovery once instructed to do so by the emergency services.
16. In handling any **claim** there may be more than one option available to the **driver** under this **RAC Breakdown Cover**. **We** will decide which is the most appropriate option based on **our** expertise in **breakdown** situations. In doing so **we** will act in consultation with the **driver**, and act reasonably at all times.
17. The **vehicle** must be used for any use other than hire and reward, courier services, demonstrating or carrying of trade plates.
18. This **RAC Breakdown Cover** does not cover:
- routine servicing, maintenance or assembly of the **vehicle**;
 - **caravan** or **trailers**, except as described under Section A;
 - **breakdowns** resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
 - **breakdowns** that occur off the public highway to which the **driver** or **we** have no legal access;
 - the **vehicle** if it is not:
 - insured;
 - taxed, or holding a valid MOT in line with current legal regulations;
 - being used in line with the manufacturer's guidelines
 - **vehicles** that are not in a roadworthy condition. If **we** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, **we** can refuse to provide service. If **you** can demonstrate that the **vehicle** is roadworthy **we** will provide service;
 - **vehicles** that have been declared SORN (Statutory Off Road Notification);
 - any **claim** that is or may be affected by the influence of alcohol or drugs;
 - any **breakdown** that is caused by or as a result of **vehicle** theft or fire; or
 - any **claim** under this **RAC Breakdown Cover** where the **breakdown** was first reported to **us** under a different policy.

19. If the **driver** is asked to review and approve a document recording the condition of the **vehicle**, including an electronic form, it is **their** responsibility to ensure that the record is accurate and complete, and **we** will not be responsible for any errors or omissions.

Additional Benefits

The following are provided at no additional charge:

Service in the Republic of Ireland

If the **vehicle** has **broken down** in the Republic of Ireland, **we** will provide a Roadside attendance service only, as described under Section A (Roadside). If **your home** address is in Northern Ireland and **you** have purchased Section B (Recovery), **we** will recover the **vehicle** to **your home**, or to another destination in Northern Ireland if the distance is less.

Urgent message relay

If the **vehicle** has **broken down** and the **driver** needs to get in touch with friends and family urgently, **we** will get a message to them.

Replacement driver

If the **driver** becomes ill during a journey in the **UK** and no one within the party can drive the **vehicle**, **we** may be able to provide a replacement driver. This service is discretionary, and **we** will decide whether or not to provide this service.

Additional services

We can provide additional services that are not included in **your RAC Breakdown Cover** but **we** will charge **you** for these, for example to:

1. Purchase the parts **you** need to get on **your way**;
2. Pay for **specialist equipment** to complete the repairs;
3. Arrange a second or extended recovery or;
4. Attend a mis-fuel event.

If **you** need extra help, **we** will agree the costs up front and will need full payment before **we** can help. If **you** took out the **RAC Breakdown Cover**, **you** will be responsible for any additional charges so if **we** help someone under **your RAC Breakdown Cover** and they cannot pay, **we** will invoice **you**. This is why **we** request proof of identity at the **breakdown**.

Cancellation of your RAC Breakdown Cover

Your right to cancel

If this **RAC Breakdown Cover** does not meet **your** needs, **you** can cancel it within 14 days of receiving **your** documents or within 14 days of the **start date**, whichever is later. If **you** have not made a **claim** and **you** confirm that **you** do not know about any incident which may give rise to a **claim**, **you** will receive a full return of the premium paid for this **RAC Breakdown Cover**.

This **RAC Breakdown Cover** can only be cancelled after 14 days if **you** are also cancelling **your** main motor insurance policy. The refund due will be calculated in accordance with the cancellation terms set out in the **General Conditions** of the motor insurance policy.

Our right to cancel

1. If any premium for the **RAC Breakdown Cover** is not paid by a relevant date as stated on **your motor insurance additional cover schedule**, **Footman James** will notify **you**. All payments must be paid within 28 days of the relevant date, if not **your RAC Breakdown Cover** may be cancelled; and
2. **We** may cancel the **RAC Breakdown Cover** in the event of misuse of this **RAC Breakdown Cover** and there will be no refund.

Misuse of RAC Breakdown Cover

Each **driver** must not:

1. Behave inappropriately towards **us**, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade **us** into a dishonest or illegal act;
3. Omit to tell **us** important facts about a **breakdown** in order to obtain a service;
4. Provide false information in order to obtain a service;
5. Knowingly allow someone that is not covered by **your RAC Breakdown Cover** to try and obtain a service under this **RAC Breakdown Cover**;
6. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

If these conditions are not complied with, **we** may:

1. Restrict the cover available to **you** at the next renewal;
2. Restrict the payment methods available to **you**;
3. Refuse to provide any services to **you** under this **RAC Breakdown Cover** with immediate effect;
4. Immediately cancel this **RAC Breakdown Cover**; and
5. Refuse to sell any **RAC Breakdown Cover** or services to **you** in the future.

We may also take any of the additional steps as set out above if any **claim** is found to be fraudulent in any way, and the **RAC Breakdown Cover** will be cancelled with effect from the date of the fraudulent act, and the fraudulent **claim** forfeited. **We** will not refund any premium. **We** will notify **you** in writing if **we** decide to take any of the above steps.

Renewal of RAC Breakdown Cover

A new **RAC Breakdown Cover** may be issued when **you** renew **your** existing associated motor insurance policy.

Changes to your details

You must let **Footman James** know immediately if **you** need to change anything on **your RAC Breakdown Cover**.

Footman James can be contacted by phone, post, or email. Please see Contact Information.

If **you** change **your vehicle you** must contact **Footman James** to update **your** details. If **you** do not, **you** may not be covered.

We will not change **your RAC Breakdown Cover** into someone else's name. If **you** cancel **your RAC Breakdown Cover** for any reason, the whole **RAC Breakdown Cover** will be cancelled and others on **your RAC Breakdown Cover** will no longer be covered by **us**.

All communications from **Footman James** or **us** shall be deemed duly received if sent to **your** last known address.

Complaints

We are committed to providing excellent service. However, **we** realise that there are occasions when **you** feel **you** did not receive the service **you** expected. If **you** are unhappy with **our** services relating to this **RAC Breakdown Cover** such as services at or following a **breakdown**, or the included benefits please contact **us** as follows:

	Phone	In Writing
Breakdown Related Complaints	0330 159 0337	Breakdown Customer Care RAC Motoring Services Great Park Road, Bradley Stoke Bristol, BS32 4QN breakdowncustomer@rac.co.uk
Sales and Administration Complaints	0333 207 6000	Footman James Castlegate House, Castlegate Way Dudley, DY1 4TA enquiries@footmanjames.co.uk

A dispute relating to goods or services sold online can also be submitted to the European Commission Online Dispute Resolution Service (“ODR”) via their website: <http://ec.europa.eu/consumers/odr/>. The ODR is a platform which helps customers who have purchased goods or services online in the EU if a dispute arises. The ODR platform will send **your** complaint to a certified Alternative Dispute Resolution Provider who works with the parties to solve the problem. Please note: for qualifying financial services products purchased in the **UK** this will be the UK’s Financial Ombudsman Service.

Financial Ombudsman Service

In the event that **we** cannot resolve **your** complaint to **your** satisfaction under the complaints process set out above, **you** may in certain circumstances be entitled to refer **your** complaint to the Financial Ombudsman Service at the following address:

0800 023 4567
or 0330 123 9123

The Financial Ombudsman Service
Exchange Tower
London, E14 9SR

complaints.info@financial-ombudsman.org.uk

www.financial-ombudsman.org.uk

The Financial Ombudsman Service will only consider **your** complaint once **you** have tried to resolve it with **us**.

If **your** complaint relates to the provision of services provided by RAC Motoring Services **you** will not be able to refer **your** complaint to the Financial Ombudsman Service.

Using this complaints procedure will not affect **your** legal rights.

Financial Services Compensation Scheme

The cover provided by RAC Motoring Services under this **RAC Breakdown Cover** is not covered by the FSCS.

Further information about FSCS arrangements is available from the FSCS website www.fscs.org.uk, or by writing to:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY

Law

The parties are free to choose the law applicable to this **RAC Breakdown Cover**. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales. Unless otherwise agreed, the contractual terms and conditions including this **RAC Breakdown Cover** and the **motor insurance additional cover schedule** and other information relating to this contract will be in English.

Your Data - RAC

Data protection statement

This section provides a summary of how **we** use **your** information. For full details about **our** use of **your** data, please visit rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy.

You can contact **our** Data Protection Officer by emailing dpo@rac.co.uk or writing to Data Protection Officer, RAC Great Park Road, Bradley Stoke, Bristol BS32 4QN.

What data will we use?

There are three types of information about **you** which **we** will use to provide **your RAC Breakdown Cover**:

1. Personal data: Information which potentially identifies **you**. This includes **your** name, address, email address, telephone number and date of birth.
2. Non-personal data: information about **you** that is not personal such as information about **your vehicle**.
3. Special category data: In very limited circumstances, **we** will collect special category data such as information relating to **your** health. **We** will only ask for this information when necessary and in accordance with data protection laws.

How we collect your data

We obtain **your** data from **you** when **you** contact **us** directly. **We** also obtain **your** data from **Footman James** when **you** purchase this **RAC Breakdown Cover** and/or if **you** report a new **claim** to **Footman James** in relation to this **RAC Breakdown Cover**.

How we use your data

We will use **your** data for the administration of **your RAC Breakdown Cover** such as when **you** require assistance. **We** also monitor and record any communications with **you** including telephone conversations and emails for quality and compliance reasons.

We may disclose **your** personal data to third parties involved in providing products and services or to service providers who perform services on **our** behalf.

Your rights

You have a number of rights relating to **your** personal data. For information about **your** rights **you** can visit rac.co.uk/pdfs/businessroadside/breakdown/privacypolicy, contact **our** Data Protection Officer or contact **our** Customer Service Team by:

1. Telephone: 0330 159 0337
2. Email: membershipcustomercare@rac.co.uk
3. Post: RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol BS32 4QN.

Use of Personal Detail - 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.

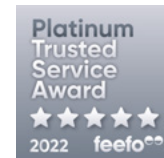
In the event you or any individual whose personal data we process is unhappy with how we or the Ardonagh Group is treating their personal data or have any general data protection queries, such queries and complaints should be sent to our Data Protection Officer. This can be done via email to advisorydataprotection@ardonagh.com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



Footman James
Castlegate House,
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footmanjames.co.uk



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Customers®**
Gold 2021



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