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



## Summary of Wedding Hire Insurance Cover

This document outlines the cover options available and does not contain full terms and conditions of the insurance contract. For full terms and conditions the policy document and schedule of insurance should be read together as one document.

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 or by contacting the FCA on 0800 111 6768.

Any reference to 'we', 'us' and 'our' are to the insurer named on both the Schedule and Certificate of Insurance.

This is your Summary of Wedding Hire Insurance Cover document. Read this, the schedule and Certificate of Insurance carefully and keep them in a safe place.

The policy duration is for 12 months and cover starts from the date agreed with us and shown on your cover note or Certificate of Insurance and Employers Liability Certificate (if applicable).

Unless we have agreed otherwise with you, this Policy will be subject to English Law and jurisdiction.

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.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202323.

#### **Duty of Fair Presentation**

You are under a duty to make a fair presentation of the risk to us before the inception, renewal and alteration of your policy.

This means that you must tell us about and/or provide to us all material information or tell us and/or provide to us sufficient information to alert us of the need to make further enquiries to reveal such material information. This information needs to be provided in a clear and accessible manner.

Material facts are those which are likely to influence us in the acceptance of the terms or pricing of your policy. If you have any doubts as to whether any information is material you should provide it to us.

Failure to disclose any material fact may invalidate your policy in its entirety or may result in your policy not responding to all or part of an individual claim or class of claims.

In order to comply with your duty to make a fair presentation you must also have conducted reasonable searches for all relevant information held:

- within your business (including that held by your senior management and anyone who is responsible for your insurance); and If any changes in circumstances arise during the period of insurance please provide full details to your broker, Footman James.

#### Alterations

You must inform us immediately of any changes to the Business, the Premises or Property which increase the risk. Failure to do so may invalidate your policy or result in a claim being repudiated.

## **Payment of your Premium**

You can pay your premium all at once or monthly by Direct Debit (a variable credit charge will apply).

Payment options should be discussed with your account handler.

## **Cover Available**

## Wedding Hire & Funeral Hire

This insurance provides the compulsory cover you require to drive a motor vehicle on a public highway whilst carrying fare paying passengers in connection with a Wedding or Funeral. It also offers a range of optional extensions to allow you to purchase additional covers if you wish to.

## **Executive Hire**

This insurance provides the compulsory cover you require to drive a motor vehicle on a public highway whilst carrying fare paying passengers in connection with a pre-booked journey. It also offers a range of optional extensions to allow you to purchase additional covers if you wish to.

The summary of cover available is set out below. Full details of the cover you have selected and your sums insured and limits are shown in your policy document, Schedule and Certificate of Motor Insurance and these also detail the vehicles insured and persons allowed to drive.

You are covered in England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands (Jersey, Guernsey and Alderney). You are also covered to visit any European Union (EU) member country, Iceland, Norway or Switzerland (including Liechtenstein)

## Policy Cover (Cover sections only apply if shown in your schedule of insurance)

SECTION	COVER	SIGNIFICANT EXCLUSIONS/LIMITATIONS				
Wedding Hire	<ul> <li>Covers you for loss of or damage to your vehicle as a result of accidental or malicious damage, fire, theft or attempted theft and the amounts you may have to pay others as a result of an incident involving that vehicle whilst being used for Social Domestic &amp; Pleasure purposes and Wedding Hire</li> </ul>	<ul> <li>Excludes</li> <li>vehicles being used other than in accordance with the policy</li> <li>war, government action and terrorism</li> <li>earthquake, radioactive contamination, sonic bang, dangerous substances</li> <li>riot or civil commotion outside the UK or Northern Ireland</li> <li>pollution or contamination</li> <li>cyber event</li> </ul>				
	<ul> <li>Use for Private Hire carrying fare-paying passengers in connection with a wedding on pre-booked journeys from your own premises</li> </ul>	<ul> <li>Public Hire</li> <li>Being controlled by a two way radio or mobile phone</li> <li>Private Hire not in connection with Weddings</li> </ul>				
	<ul> <li>Third party property damage up to £5,000,000</li> </ul>					
	Non manufacturer fitted audio equipment up to £400	Subject to policy excess refer to your policy schedule				
	Windscreen cover	Subject to policy excess refer to your policy schedule				
	Up to 35 days European cover per trip	<ul> <li>Cover extends to: Croatia, Iceland, Liechtenstein, Norway or Switzerland or any country which is a member of the European Union.</li> <li>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</li> </ul>				
Funeral Hire	<ul> <li>Covers you for loss of or damage to your vehicle as a result of accidental or malicious damage, fire, theft or attempted theft and the amounts you may have to pay others as a result of an incident involving that vehicle whilst being used for Social Domestic &amp; Pleasure purposes and Funeral Hire</li> </ul>	<ul> <li>Excludes</li> <li>vehicles being used other than in accordance with the policy</li> <li>war, government action and terrorism</li> <li>earthquake, radioactive contamination, sonic bang, dangerous substances</li> <li>riot or civil commotion outside the UK or Northern Ireland</li> <li>pollution or contamination</li> <li>cyber event</li> </ul>				
	• Use for Private Hire carrying fare-paying passengers in connection with a Funeral on pre-booked journeys from your own premises	<ul> <li>Public Hire</li> <li>Being controlled by a two way radio or mobile phone</li> <li>Private Hire not in connection with Funerals</li> </ul>				
	<ul> <li>Third party property damage up to £5,000,000</li> </ul>					
	<ul> <li>Non manufacturer fitted audio equipment up to £400</li> </ul>	Subject to policy excess refer to your policy schedule				
	Windscreen cover	Subject to policy excess refer to your policy schedule				
	• Up to 35 days European cover per trip	• Cover extends to: Croatia, Iceland, Liechtenstein, Norway or Switzerland or any country which is a member of the European Union.				
		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				

SECTION	COVER	SIGNIFICANT EXCLUSIONS/LIMITATIONS				
Executive Hire	<ul> <li>Covers you for loss of or damage to your vehicle as a result of accidental or malicious damage, fire, theft or attempted theft and the amounts you may have to pay others as a result of an incident involving that vehicle whilst being used for Social Domestic &amp; Pleasure purposes and Private Hire</li> </ul>	<ul> <li>vehicles being used other than in accordance with the policy</li> <li>war, government action and terrorism</li> <li>earthquake, radioactive contamination, sonic bang, dangerous substances</li> <li>riot or civil commotion outside the UK or Northern Ireland</li> <li>pollution or contamination</li> <li>cyber event</li> </ul>				
	<ul> <li>Use for Private Hire carrying fare-paying passengers in connection with pre-booked journeys from your own premise</li> </ul>	<ul><li>Public Hire</li><li>Being controlled by a two way radio or mobile phone</li></ul>				
	<ul> <li>Third party property damage up to £5,000,000</li> </ul>					
	<ul> <li>Non manufacturer fitted audio equipment up to £400</li> </ul>	Subject to policy excess refer to your policy schedule				
	Windscreen cover	Subject to policy excess refer to your policy schedule				
	• Up to 35 days European cover per trip	<ul> <li>Cover extends to: Croatia, Iceland, Liechtenstein, Norway or Switzerland or any country which is a member of the European Union.</li> <li>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</li> </ul>				
Employers Liability	<ul> <li>Legal Liability to your employees for death or injury happening in the course of their employment with you.</li> </ul>	<ul> <li>The maximum amount payable is £10,000,000</li> <li>Excludes: <ul> <li>Asbestos</li> <li>Offshore installations, oil or gas rigs.</li> <li>War, government action, terrorism.</li> <li>Radioactive contamination</li> <li>Any injury where motor insurance should have been in force.</li> <li>Actions brought outside Great Britain, Northern Ireland, Isle of Man or the Channel Islands</li> </ul> </li> </ul>				
	<ul> <li>Court attendance costs if we request you or any of your directors to attend court as a witness in connection with a claim.</li> </ul>	<ul> <li>Limitations:</li> <li>Court attendance costs - maximum daily rate for Directors / Partners £500 or £250 for Employees.</li> </ul>				
Public Liability	<ul> <li>Public Liability covers legal liability in respect of bodily injury/death or to third parties and third party property damage.</li> </ul>	<ul> <li>The maximum amount payable is stated on the Schedule.</li> <li>Exclusions: <ul> <li>Asbestos</li> <li>Offshore installations, oil or gas rigs.</li> <li>War, government action, terrorism.</li> <li>Radioactive contamination</li> <li>Any injury where motor insurance should have been in force.</li> <li>Actions brought outside Great Britain, Northern Ireland, Isle of Man or the Channel Islands.</li> <li>Bodily injury to any employee</li> <li>Ownership or use of any craft, statutory plant or vehicle licensed for road use</li> <li>Products liability</li> <li>Pollution or contamination</li> <li>Date recognition</li> <li>Cyber</li> </ul> </li> </ul>				
	• Court attendance costs if we request you or any of your directors to attend court as a witness in connection with a claim.	<ul> <li>Limitations:</li> <li>Court attendance costs - maximum daily rate for Directors / Partners £500 or £250 for Employees.</li> </ul>				

SECTION	COVER	SIGNIFICANT EXCLUSIONS/LIMITATIONS
Legal Defence Costs	<ul> <li>Indemnity for legal costs and expenses incurred and costs awarded against you or any director, partner or person employed when proceedings relate to: <ul> <li>A breach of Health and Safety at Work Act etc 1974 or similar legislation</li> <li>The health, safety and welfare of a director, partner or person employed.</li> </ul> </li> </ul>	<ul> <li>Exclusions:</li> <li>Fines or penalties</li> <li>Any proceedings or convictions that arise out of any deliberate act</li> <li>Excluding any costs or expenses relating to:</li> <li>Asbestos</li> <li>Offshore installations, oil or gas rigs.</li> <li>War, government action, terrorism.</li> <li>Radioactive contamination</li> <li>Any injury where motor insurance should have been in force.</li> <li>Actions brought outside Great Britain, Northern Ireland, Isle of Man or the Channel Islands.</li> <li>Bodily injury to any employee</li> <li>Ownership or use of any craft, statutory plant or vehicle licensed for road use</li> <li>Products liability</li> <li>Pollution or contamination</li> <li>Cyber</li> </ul>

# Details you should know

## 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

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 <u>www.nig.com/contact-us/complaints</u>.

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

Website: www.financial-ombudsman.org.uk

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

## 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 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: <u>www.fscs.org.uk</u> or by writing to the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU.

## **Claim Notification**

You must tell us as soon as reasonably possible of any event that you may wish to make a claim for.

In the event of a claim please contact us on:

Motor claims: 0333 207 6190

Liability claims: 0345 300 5604

## Policy alterations / amendments

If **you** require any alterations or amendments to your insurance cover please contact the dedicated customer service team by telephone on 01384 218 010 or by email at commercial@footmanjames.co.uk

## Cancellation

If this insurance does not meet **your** needs, **you** can cancel it by returning all of the documents to Footman James within 14 days of receiving them or within 14 days of the start date of your policy, whichever is the later. **We** will refund the full amount of premium paid by **you**. If a claim has been made or an incident notified to **us** that could give rise to a claim, this policy will be treated by **us** as in force and no refund of premium will be made.

You may cancel this insurance at any other time by writing to Footman James, if you cancel your policy you will receive the following unless a claim has been made or an incident has been notified to us that could give rise to a claim or you have gone over your mileage limit, then no refund of premium will be given. In respect of Employers' Liability, no refund of premium will be given.

Period you have	Up to 1	Up to 2	Up to 3	Up to 4	Up to 5	Up to 6	Up to 7	Up to 8	Over 8
had cover for	month	months							
Percentage of refund	75%	65%	55%	45%	35%	25%	15%	5%	No refund

## 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 <u>https://www.footmanjames.co.uk/fair-processing-notice</u>. 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 <u>advisorydataprotection@ardonagh.com</u> 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 <u>www.rsainsurance.co.uk/privacy-policy/</u>. 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.