

# Restoration, Storage & Transit Insurance Policy Wording FJ/PB/RST/03/09/2024/V1405





#### **Emergency Telephone Numbers**

Motor Insurance Incident
To make a claim call our 24 hours claims helpline number
0333 207 6190



## Restoration, Storage & Transit Insurance

This Restoration, Storage & Transit Insurance Policy is arranged by Footman James (a trading name of Advisory Insurance Brokers Limited) and is underwritten by Ageas Insurance Limited.

Footman James is a trading name of Advisory Insurance Brokers Limited, registered in England and Wales with company number 4043759. Authorised by the Financial Conduct Authority and listed on the Financial Services Register under registration number 313250.

Registered office: 2 Minster Court, Mincing Lane, London, EC2R 7PD.

#### **Ageas Insurance Limited**

Registered address: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

#### www.ageas.co.uk

Registered in England and Wales No 354568

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039.

This is Your Restoration, Storage & Transit Insurance policy wording, read this booklet, the Schedule and Certificate of Motor Insurance carefully and keep them in a safe place.

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

You must tell Us as soon as possible about any changes to the information You have provided. When You tell us about any changes, We will tell You if Your premium or terms of cover will change. If You are not sure whether certain facts are relevant, ask Footman James. If You don't tell **Us** about relevant changes, **Your** insurance may not cover **You** fully, or at all.



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## **Definitions**

Words with special meanings are defined here or in the part of the policy where they are used. Throughout the policy wording, defined terms will be bold when used. Any word or expression that appears in the definitions section has the same meaning wherever it appears. Words that use the masculine gender include the feminine and vice versa. Words using the singular include the plural and vice versa.

TERM	DEFINITION
Endorsement	A change in the terms of this insurance. An <b>Endorsement</b> replaces the relevant wording in this document and is printed on, or issued with, the most recent <b>Schedule</b> .
Excess	An amount <b>You</b> must pay towards the cost of a claim under this insurance.
Period of Insurance	The period covered by this insurance (as shown in the <b>Schedule</b> ) and any further period <b>We</b> accept <b>Your</b> premium for.
Restoration	Removing, replacing or repairing parts of a vehicle to return it to a like new or better condition.
Schedule	The document showing the vehicle <b>We</b> are insuring, the cover which applies, the insured, the insurer, the document number, the premium and any <b>Endorsement</b> that applies. The latest <b>Schedule</b> forms part of the contract of motor insurance.
Spare Parts	Items which are for <b>Your Vehicle</b> only and are in or attached to <b>Your Vehicle</b> , or in <b>Your</b> home, or <b>Private Garage</b> , at the time of the loss or damage.
Storage	The act of putting Your Vehicle away, when it is not in use, for an extended period of time.
Transit	Moving or transporting <b>Your Vehicle</b> , not under its own power.
United Kingdom	England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands (Jersey, Guernsey and Alderney).
We, Us and Our	Ageas Insurance Limited.
You, Your	The person named as 'the insured' in the <b>Schedule</b> and as 'the policyholder' in any renewal notice applying to this insurance.
Your Vehicle	The insured vehicle specified in the <b>Schedule</b> .

Cover					
Continue Apolicable	Cover				
Sections Applicable	Comprehensive	Third Party Fire & Theft	Third Party Only		
1. Liability to Others	<b>✓</b>	<b>✓</b>	<b>✓</b>		
2. Loss or Damage to Your Vehicle	<b>✓</b>	*except accidental or malicious damage and vandalism	X		
3. FJ+ Optional Cover Extensions *only applicable if shown on Your policy Schedule	<b>✓</b>	<b>~</b>	X		



## **Section 1 - Liability to Others**

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

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

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

#### Limits of cover for property damage

For any property damage claim or series of claims arising out of one incident, including for any direct or indirect loss, the most **We** will pay is £25,000,000 in total (£20,000,000 for damage and £5,000,000 for costs).

If a claim for property damage is made against more than one person covered by this insurance, We will first deal with any claim made against You.

If a number of claims are made against **You** for property damage arising out of any one cause, **We** may pay **You** up to £20,000,000, less any amount We have already paid as compensation. When We pay this amount, We will not take any further action connected with settling claims from that one cause.

We will pay any legal costs and expenses that have been run up with Our permission, up to the time We stop dealing with the claims.

#### **Shows & Events**

This policy covers **You** to take part in shows and events while **Your Vehicle** is temporarily out of the garage, cover also applies whilst **Your** Vehicle is temporarily in the pit lane and the paddock area. There is no cover if any claim arises whilst Your Vehicle is being used under its own power.

#### **Exceptions to Section 1**

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

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



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

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

#### For a claim under this section We may either:

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

You must first pay the Excess shown in the Schedule.

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

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

Whichever is less

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

#### **Repairs**

If **Your Vehicle** is damaged in a way which is covered by this insurance, phone the Motor Insurance Incident Helpline on the number shown in Important Contact Information and in the list of emergency helplines **We** sent with **Your** insurance documents or contact Footman James.

#### **Spare Parts**

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

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

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

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

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

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

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

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

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

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

Whichever is less.

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

#### Tools

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

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

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

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

#### For a claim under Tools We may either:

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

You must first pay any Excess shown in the Schedule.

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

- The market value of **Your** tools immediately before the loss, up to the cover limits; or
- · The cost of repairing the tools;

Whichever is less

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

#### **Total Loss**

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

#### Storing the vehicle after it becomes a total loss

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

#### **Financial Interest**

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

#### Excess

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

#### **New Car Replacement**

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

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

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

#### **New Motorcycle Benefit**

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

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

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

#### Transit by Road or Sea

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

There is no cover for loss or damage:

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

#### **Exceptions to Section 1**

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

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

- Any result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or military power.
- Direct or indirect loss or damage caused by, contributed to or arising from:
  - earthquake;
  - riot or civil commotion occurring in Northern Ireland or outside the **United Kingdom**;
  - ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
  - the radioactive, toxic, explosive or other dangerous property of any explosive nuclear equipment or nuclear part of that equipment; or
  - pressure waves caused by aircraft and other flying objects.
- · Any loss arising outside the United Kingdom.



#### **Agreed Value**

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

If Your Vehicle is lost or a total loss, and the value of Your Vehicle has been agreed (only if this is shown on Your Schedule), We will pay You the amount shown on Your policy Schedule upon settlement of the relevant claim regardless of the market value at the time of the loss. The Main Insurance Policy Excess applies.



## Section 3 - FJ+ Optional Cover Extensions Continued

Spare Parts 2, 5 and 10 (Your Schedule will confirm if this cover is in force and the level of cover in force)

Your Vehicle's Spare Parts and fitted accessories (including the maker's tool kit and vehicle's safety equipment) are insured up to £2,000, £5,000 or £10,000 (dependent on the level of cover selected) against loss and/or damage caused by:

- · accidental or malicious damage and vandalism;
- fire (including Your Vehicle bursting into flames), lightning and explosion; or
- theft or attempted theft, or **Your Spare Parts** and fitted accessories being taken away without **Your** permission.

This applies to Spare Parts which are used in connection with Your Vehicle and other vehicles that You own (other vehicles that are owned by and registered to You, but not insured by this policy) and to fitted accessories which are kept in or on Your Vehicle and fall within the cover limits, providing that they are kept in Your locked Private Garage or other locked building that You have told Us about.

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

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

This cover is also provided in the same way for Spare Parts and accessories taken temporarily away from the home address up to a limit of £2,000.

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

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

You must first pay any Excess shown in the Schedule.

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

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

Whichever is less.

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



## **Section 4 - General Exceptions**

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

#### Your insurance does not cover the following:

- 1 Any liability **You** have accepted under an agreement or contract unless **You** would have had the liability anyway.
- **2** Any liability that is also covered by any other insurance.
- 3 Any result of war.
- **4** Direct or indirect loss, damage or liability caused by, contributed to or arising from:
  - earthquake;
  - riot or civil commotion occurring in Northern Ireland or outside the **United Kingdom**;
  - an act of terrorism, as defined in the UK Terrorism Act 2000;
  - ionising radiation or contamination from any radioactive nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - the radioactive, toxic, explosive or other dangerous property of any explosive nuclear equipment or nuclear part of that equipment; or
  - pressure waves caused by aircraft and other flying objects.
- 5 Any liability for loss of or damage to property arising directly or indirectly from pollution or contamination, unless it is directly caused by and 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.



## **Section 5 - General Conditions**

#### The following conditions apply to the whole of the insurance.

- 1 We will provide the cover described in this insurance document only if:
  - anyone making a claim has met all of the conditions in this document; and
  - the information You gave on Your proposal form and declaration or statement of insurance is, as far as You know, correct and complete.
- 2 Your premium is based on the information You supplied at the start of the insurance and the information You supply each time it is renewed. If You have failed to give Us complete and accurate information at the start of the insurance or when You renew it, this could lead to Your claim being refused or the insurance not covering You.
- 3 If You, or anyone acting for You:
  - make a claim which You or they know is false, fraudulent or exaggerated; or
  - provide false or stolen documents to support a claim;

We will not pay the claim and this insurance will end.

4 After any loss, damage or accident **You** must give **Us** full details as soon as possible. **You** must also give **Us** any information and help that **We** ask for.

#### 5 Choice of Law

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

- You and the Insurer agree otherwise; or
- at the date of the contract **You** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.
- 6 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.
- 7 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.

#### 8 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.

- 9 If We accept Your claim, but You and We disagree with the amount due to You, the matter may be passed to an arbitrator We both agree to. When this happens, the arbitrator must make a decision before **You** can start proceedings against **Us**.
- 10 We or Footman James may cancel this insurance by sending seven days' notice, by recorded delivery, to Your last known address. If You have not made a claim, will not be making a claim, and have not gone over any mileage limit, We will refund the part of Your premium that applies to the remaining period of the insurance (except for any premium You have paid for the following FJ+ Covers which are non-refundable: Track Day 1, Track Day 3, Wedding Hire 2,5 or 10). Footman James will charge a cancellation fee. Please see Footman James' documents for details of those charges.
- 11 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 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 Short Period rates table shown overleaf. If You are in Your second year, or any subsequent years, You will receive a return of any premium You have paid less a charge for the number of days You have had cover for. The refund will exclude any premium You have paid for the following FI+ Covers which are non-refundable: Track Day 1, Track Day 3, Wedding Hire 2,5 or 10). Footman James will charge a cancellation fee. Please see Footman James' documents for details of those charges.
- 12 You may cancel this insurance at any time by phoning or writing to Footman James. If You cancel within 14 days of receiving this document and You have not made a claim for a total loss, You will receive a refund as explained in Your Right To Cancel. If You cancel after this period and are within the first year of Your policy, We will work out the refund due in line with the Short Period Rates table shown below. If You cancel Your policy in the second, or any subsequent years, You will receive a return of any premium You have paid less a charge for the number of days You have had cover for. The refund will exclude any premium You have paid for the following FJ+ Covers which are nonrefundable: Track Day 1, Track Day 3, Wedding Hire 2, 5 or 10. Footman James will charge a cancellation fee. Please see Footman James' documents for details of those charges. If You have made a claim, will be making a claim or have gone over Your mileage limit We will not give You a refund.
- 13 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.

- 14 If Your Vehicle is stolen, You must tell the police as soon as possible.
- 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 personal accident benefits, as described in section 4 and as shown otherwise in the first exception to section 1.
- 16 If You make any changes to this policy, or cancel it, Footman James, may charge You an administration fee. Details of Footman James' fees and charges are given in Footman James' documents.

Cancellation Terms - Short Period rates within First Policy year						
Period <b>You</b> have had cover for	Up to one month	Up to two months	Up to three months	Up to four months	Up to six months	Over 6 months
Percentage of annual premium covering that period	33.3%	33.3%	33.3%	66.7%	66.7%	Full premium
Percentage of refund	66.7%	66.7%	66.7%	33.3%	33.3%	Nil

#### Cancellation Terms - Second Policy year onwards

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



## **Section 6 - Endorsements**

#### Important - these Endorsements form part of the insurance contract if they are shown in Your Schedule.

An Endorsement only applies if the Endorsement's number is shown on Your policy Schedule. Details of all Endorsements are either shown on the following pages or supplied with Your Schedule.

If, in the Schedule, an Endorsement number is followed by an amount, the specified Endorsement will be limited to that amount shown. If an Endorsement number is followed by a vehicle registration number, the specified Endorsement will apply only to the vehicle which has that registration number. If an **Endorsement** number is followed by a person's name, or a type of person, the specified **Endorsement** applies only to that person or type of person.

Your insurance will not cover You for any liability, loss or damage if You have not kept to the terms and conditions of any Endorsement that applies to **Your** insurance.

Endorsement number 02 - Excess	For any claim under section 2, <b>You</b> must pay the first amount shown against this <b>Endorsement</b> number on the <b>Schedule</b> . The amount shown is on top of any other <b>Excess</b> or amount <b>You</b> may have to pay under this insurance.
Endorsement number 51 - Anti-theft device (Thatcham Category 1)	Under section 2 of this document (Loss of or damage to <b>Your Vehicle</b> ), <b>We</b> will not pay out for any theft or attempted theft unless <b>Your Vehicle</b> is fitted with an anti-theft device which has been tested by the Motor Insurance Repair Research Centre at Thatcham and has been given category 1 status.
Endorsement number 52 - Anti-theft device (Thatcham Category 2)	Under section 2 of this document (Loss of or damage to <b>Your Vehicle</b> ), <b>We</b> will not pay out for any theft or attempted theft unless <b>Your Vehicle</b> is fitted with an anti-theft device which has been tested by the Motor Insurance Repair Research Centre at Thatcham and has been given category 2 status.
Endorsement number 77 - Anti-theft device (Thatcham Category 2)	Under section 2 of this document (Loss of or damage to <b>Your Vehicle</b> ), <b>We</b> will not pay out for any theft or attempted theft unless <b>Your Vehicle</b> is fitted with an active tracking device. This device must be on when <b>You</b> (or another authorised person) are not in <b>Your Vehicle</b> .



## **Section 7 - Important Information**

#### **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.

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

If Your complaint needs a response from Us, Footman James will send Us details of Your complaint and give You Our contact details. If You would like a copy of Our complaints procedure, please write to Us at the address shown in Your Certificate of Motor Insurance. Footman James can also give You Our address and phone number.

If **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

Web: www.financial-ombudsman.org.uk

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

#### How Footman James use your data

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/fairprocessing-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.

#### How Ageas use your data

For our full Privacy Policy please visit our website www.ageas.co.uk/privacy-policy, or contact our Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or email thedpo@ageas.co.uk

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how we collect, use, share, transfer and store your information. Your insurance adviser will have their own uses for your personal data. Please ask your insurance adviser if you would like more information about how they use your personal information.

#### **Collecting your information**

We collect a variety of personal information about you such as your name, address, contact details, date of birth, credit history, criminal offences, claims information, financial details such as bank account and card details and IP address (which is a unique number identifying your computer). Where relevant, we also collect special categories of personal information (which was previously known as sensitive personal information) such as details regarding your health.

We also collect information from a number of different sources for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

#### **Financial Services Compensation Scheme**

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









Footman James Waterfront Business Park, First Floor, Unit 7, Waterfront Way, Brierley Hill DY5 1LX Tel. 0333 207 6114 footmanjames.co.uk





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