



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.

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



**Footman
James**
We share your passion

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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 U K Insurance Limited. 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 6000 or write to the Director at Footman James. You can find the address on the front page of your policy documents. Footman James will send you details of who will be dealing with your complaint. If you would like a copy of Footman James's complaints procedure, phone 0333 207 6000 or write to the address shown on the front of your policy documents.

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 your insurance is with an underwriter at Lloyd's (this information can be found on your schedule or certificate of motor insurance) and you are still not satisfied with the way your complaint has been dealt with, you may ask the Policyholder and Market Assistance Department at Lloyd's to review your case.

The address is:

Policyholder and Market Assistance, Lloyd's Market Services
G6/86, One Lime Street, London EC3M 7HA.
Phone: 020 7327 5693 Fax: 020 7327 5225
Email: complaints@lloyds.com

If you are not satisfied, you may be able to refer your complaint, at any time, to:

Financial Ombudsman Service
Exchange Tower, London E14 9SR.
Phone: 0800 023 4567 (from landlines)
or 0300 123 9123 (from mobiles)
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

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

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 731 3625

Contact National Windscreens 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.

Law Applicable

Under European Law, you and we may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise. If you are resident in Jersey, Guernsey or the Isle of Man, the law of the island where you are resident applies to your policy and any dispute in relation to it will be within the jurisdiction of that island's relevant court. We have supplied this Agreement and other information to you in English and we will continue to communicate with you in English.

Definitions

Definitions

We, us and our

U K Insurance Limited trading as NIG and/or such other authorised Insurer as U K Insurance Limited may contract to underwrite any part of this Policy.

You

The person named as 'the insured' in the schedule and as 'the policyholder' in any certificate of motor insurance or renewal notice applying to this insurance.

Policyholder

Any person, partnership or company registered in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and described in the schedule.

Schedule

The document showing the vehicle we are insuring, the cover which applies, the insured, the insurer, the document 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.

United Kingdom

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

Territorial limits means:

- a) Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- b) any other member country of the European Union;
- c) Croatia, Iceland, Liechtenstein, Norway or Switzerland; or
- d) any other country for which we agree to provide cover following a request by you but only for the period agreed by us. It also covers travelling (including loading and unloading) by rail or water within or between any of these territories as long as you use a commercial carrier and the journey does not last longer than 65 hours under normal conditions.

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 the repair or replacement is carried out by a windscreen repairer approved by us, you will have unlimited cover and will only have to pay the first £50 of each claim. You should phone the windscreen helpline shown in the list of emergency helplines we sent with your insurance documents.
- If the repair or replacement is carried out by any other repairer, you will have unlimited cover but you will have to pay the first £100 of each claim.

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.

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 UK 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 as shown on [page 6](#)) 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 as shown on [page 6](#)) 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. Any result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, or military power (except where we must provide the minimum cover needed under the relevant law).
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);
 - an act of terrorism, as defined in the UK Terrorism Act 2000, unless we must provide the minimum cover needed under the Road Traffic Act;
 - 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.

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. Non-compliance with any such condition precedent shall be a bar to any claim under the relevant section(s) of this policy, where the subject matter of the claim was caused by the non-compliance or to the extent that it was increased by the non-compliance.
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 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

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;
- i. if the owner of Your Vehicle changes;
 - ii. 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
 - iii. 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:
- i. Your interest in the Business ends, other than by death; or
 - ii. 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

Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium paid unless a claim has been made.

Termination

If you wish to terminate the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. Any return of premium will be made in accordance with General Condition 11 of this Policy.

How to make a claim

Please contact, in the first instance, the Broker, Intermediary or Agent who arranged the Policy. Please quote your policy number.

Regulatory Information

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

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 U K Insurance Limited, Registered Office: The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England and Wales No. 1179980. U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810.

The Financial Conduct Authority website, which includes a register of all regulated firms, can be visited at 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, 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. 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 by the FSCS. You may be entitled to compensation from this scheme if We or Footman James cannot meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. You can get more information about the compensation scheme arrangements from the FSCS website at www.fscs.org.uk or by writing to the Financial Services Compensation Scheme, 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 or in writing to The Data Protection Officer, Ardonagh Advisory, Suite M, The Octagon, Colchester CO1 1TG, United Kingdom.

Privacy Notice - NIG

This privacy notice tells you what we do with information we collect about you. It's relevant to anyone who uses our services, including policyholders, prospective policyholders, website users and beneficiaries under our policies, such as named drivers. We refer to all these individuals as "**customers**" or "**you**" in this notice.

1. Who "we" are

We are U K Insurance Limited ("**we**", "**us**" or "**our**") and you will know us by our brand name NIG.

2. What information do we collect about you?

Information collected from you and cookies policy

Where we have collected information directly from you, rather than your broker, it will usually be obvious what this is, as you will have given it to us. This might not be the case, if you have visited our website, where we have used cookies to collect information from your computer or portable electronic devices. Please see our cookies policy for more information.

Information collected from others

We can collect information about you from others. This includes information from:

- **Your broker.** We will use the information collected by your broker and provided to us.
- **Joint policyholders or policy beneficiaries.** Where you are named on a joint policy or a beneficiary of that policy we may collect information about you from any named policyholder. We will ask them to confirm that they have your permission to give us this information about you.
- **Fraud prevention, law enforcement or government agencies and other data sources used to prevent or detect fraud or provide details to us about criminal convictions or offences.**
- **HM Treasury and other authorities in relation to regulatory issues** e.g. where someone is subject to a financial sanction they will appear on HM Treasury's asset freezing list.
- **Credit reference agencies** e.g. credit searches that are made when we produce a quotation for a new policy or at renewal. (Note that the results of these searches are automatically deleted after 12 months and do not affect your ability to obtain credit.) Please also see section 4 below.
- **External sources such as no claims discount databases**, the electoral roll and insurance comparison websites to help us decide what the risk is in selling the policy **and from companies that hold information about insurance renewal dates, marital status, household residents, vehicle details, employment status and household income** to help us work out which information we should provide to you about our other products and services.

Sensitive personal information

We collect information that is sensitive, such as information about children, health or geo-location (which may be sensitive personal information because, for example, it can pinpoint your location at a hospital), and information related to unspent past criminal convictions or offences. We also collect your sensitive personal information for specific types of policy or applications, for example when offering you a travel policy or a driving application, e.g. Telematics. We obtain this from your mobile devices for driving applications and the following people:

- The main policyholder either directly or via your broker will provide most of the information we collect about health (including confirming whether hospital treatment is being sought) and unspent criminal convictions or offences, including on behalf of others named on the insurance policy, e.g. medical screening to support a travel policy;
- Fraud prevention or law enforcement agencies may provide details to us about criminal convictions or offences;
- Witnesses to an accident may provide medical information to us if there is an investigation of a claim;
- We may use information about a child, for example, where the child is a beneficiary under a policy or if involved in an accident.

We collect and use this information as part of your insurance quotation or contract with us, or where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

3. What do we do with information we collect about you and why may we do this?

We use your personal information in order to meet our obligations in our contract of insurance with you. We and other companies within our group of companies use your personal information in the following ways:

A Provide insurance services

When you request us to provide you with a quote for one of our insurance policies or you purchase an insurance policy from us, we use information about you:

- To decide what the risk might be in selling you the policy, to quote for, and provide you with, a premium for that policy and any special terms that may apply to that policy (noting that we may use automated decision making to make this assessment – see section 9 below);
- To administer your policy and monitor the payment of instalments if you pay us your premium in this way;
- To contact you about the policy (e.g. for billing or renewal purposes);

- To discuss your policy with your broker and to provide them with details about your insurance policy, premium and claims history so that they can manage your policy with us; and
- To provide the agreed service if you make a claim (e.g. sending someone to assist you in a roadside breakdown situation or to provide you with medical assistance if you are injured or unwell when overseas).

We cannot provide the services unless we use the information about you in this way.

B Do what we are required to do by law

As part of our duty as an insurer providing insurance services, sometimes we are required by law to use information about you:

- To help make sure our customers are being treated fairly (e.g. to assist our regulators where we have a legal duty to do so);
- To deal with complaints;
- To help prevent and detect crime (including, for example, the prevention or detection of fraud); and
- To comply with a legal or regulatory obligation.

We can use your personal information in this way because we are required to do so by law.

C Prevent fraud occurring

Fraud has an impact on all customers as it increases costs for everyone. We use your personal information to check for signs that customers might be dishonest (e.g. if someone has behaved dishonestly in the past it may increase the risk they will do so in future).

We may use your personal information in this way because it is in our interests to detect fraud and in all our customers' interests to ensure that they are not prejudiced due to increased premiums as a result of a few customers acting dishonestly.

D Recover debt

If you owe us money we will use your personal information to help us recover it.

We can use your personal information in this way because it is a necessary part of the contract of insurance. We need to ensure that premiums are paid so that the majority of our customers do not suffer (e.g. through increased premiums) due to the actions of a small minority of customers.

E Where your or another person's life may be at risk

We will use your personal information to assist where your or another person's life or health is in danger and obtaining your permission is not possible (e.g. arranging emergency medical treatment in a remote location).

F To administer and improve our services

To administer our services we will share information with others (including to people or organisations that may be based overseas):

- In order to enable us to process your claim or administer your insurance policy more cost-effectively;
- To help develop our products, services and systems to deliver you a better sales and claims experience in the future; and
- To understand how our prospective customers make decisions about which insurance policy is the optimal policy.

We may also process your personal data to better understand you as a customer, including to determine how best to retain your custom, and to ask you to provide feedback on the service we provide to you.

We can use your personal information in this way because it is in our legitimate interests to provide the services in the most efficient way. We will always ensure that we keep the amount of your personal information that we collect and the extent of any processing to the absolute minimum to achieve this efficiency.

4. Who do we share your personal information with and why do we do it?

We may share your personal information with third parties and other companies within our group of companies for the purposes mentioned in section 3 above. A list of our group companies can be found at www.u-k-insurance.co.uk/group-companies.html. Alternatively, you can contact the Data Protection Officer for a list of them. Please see section 10. You should make sure everything you tell us is correct because your records may be checked in the following circumstances:

- When you apply for insurance, financial services, or work;
- By police and other law enforcement agencies.

In particular we share information with:

- **Fraud prevention agencies that provide databases and services**, such as CIFAS, National Hunter, SIRA and ENI, to prevent or detect fraud.
 - Fraud prevention agencies will process this personal information in order to assist our prevention of fraud and money laundering, and to verify your identity and may also process your personal information in order to prevent fraud and money laundering by other people.
 - Fraud prevention agencies will hold your personal information for up to 1 year, or up to 6 years if you're considered to pose a fraud or money laundering risk.
 - If we or a fraud prevention agency determine that you pose a fraud or money laundering risk, we may refuse to provide the services and/or financing you have requested.

A record of this risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services or financing to you. If you have any questions about this, please contact the appropriate fraud prevention agency.

- **Law enforcement or government agencies** we and fraud prevention agencies may permit law enforcement or government agencies to access and use your personal information, if they request it.
- **Credit reference agencies** help us decide whether to offer you credit if you choose to pay us your premium by instalments. We share this information when you first take a policy with us and at each renewal. We may exchange your personal information with credit reference agencies to reflect your credit application (as payment by instalments means that there will be a credit agreement between us). We will let you know before we do this. This will be visible to other credit providers. Failure by you or anyone who pays for your policy to keep up the monthly payments due under your credit agreement will be reflected in your credit score, not theirs. The identities of the credit reference agencies and the ways in which they use and share personal information are explained in more detail at www.experian.co.uk/CRAIN. Alternatively, you can call us and we will send you a copy.
- **Your spouse or partner** who calls us on your behalf, provided they are named on the policy. Please tell us who they are when you take out your policy. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know. In some exceptional cases, we may also deal with other people who call on your behalf, but only with your permission. If at any time you would prefer us to deal only with you, please let us know.
- **Other insurance companies** to help settle any insurance claim or to verify that the information you have provided is correct (e.g. we will check the amount of No Claims Discount you have told us with your previous insurer).
- **Insurance industry bodies** such as The Motor Insurance Database to meet our obligations under the Road Traffic Act.
- **Insurance industry databases**, such as the Claims and Underwriting Exchange where you make a claim so that insurers can check that your claims history is correct, the Insurance Fraud Register and, for commercial policies, the Employers' Liability Tracing Office.
- **Government bodies**, such as the Driver and Vehicle Licensing Agency.

5. Will we send your personal information overseas?

We may send your personal information overseas to any part of the world. The protections given to your personal information in other parts of the world will often not be as strong as in the UK. Where possible, we will put in place agreements with the people we send your personal information to, to require them to treat your personal information with the same protections that we apply ourselves. Our agreements may include standard terms provided by the EU called EU Model Clauses or may require the other party to be signed up to government standards that are recognised as providing the right level of protection such as "privacy shield" in the USA. But it is possible that regardless of what is set out in the agreement this would not stop a government in any part of the world from accessing your personal information, as they can often have power to overrule any agreements we make.

In some cases we might need to share information to carry out the services we have promised to carry out, for example if you require urgent assistance abroad. In such an urgent situation we may not always have the time to put in place the type of agreement we would normally want to.

6. How long may we keep your personal information for?

We are only allowed to keep your personal information if we need it for one of the reasons we describe in section 3 above.

As a general rule, we will keep it for 6 years from the end of your relationship with us, as it is likely that we will need the information for regulatory reasons or to defend a claim. For example, should you wish to bring some form of legal action relating to your relationship with us, this would generally need to be done within 6 years from the end of that relationship. However, there may be exceptions where we need to keep your personal information for longer, such as where a claim has involved a minor.

We will also retain data in an anonymous form for statistical and analytical purposes; for example, to assess risk of flood damage occurring.

7. When can you ask us to stop using your information?

If we rely on your consent to collect and process your personal information, you can ask us to stop using your personal information at any time by withdrawing that consent and we will stop using your personal information for those purposes. We may rely on your consent to use computers to make decisions about you to improve our services or develop our products (see section 9).

At any time, you can tell us to stop using your personal information to allow computers to make decisions about you or in order to improve our services or develop our products (see section 9). To find out how to do this, see section 10.

8. What happens if you don't give us some of your personal information?

Where you do not provide the personal information we need in order to provide the service you are asking for or to fulfil a legal requirement, we will not be able to provide the service that you are asking us to give you.

We will tell you about why we need the information when we ask for it.

9. When do we use computers to make decisions about you?

We will collect information about you and put this into our computer systems. The computer systems will make certain automated decisions about you which will be based on comparing you with other people. This will have an impact in terms of the level of premium or product that we offer to you. We may also use automated decision making to conduct an identity verification check.

For example, if you are under 25 years of age, the computer system may determine that you are more likely to have a car

accident. This is because the computer system has been told that more people aged under 25 have car accidents.

This is important because:

- **In providing insurance services** it helps us decide what price you should pay for your policy and understand any risks associated with that policy;
- **In identity verification** it helps us to check that you are who you say you are and to prevent others from imitating you;

We also use computer systems to carry out modelling. Sometimes using your personal information and sometimes using data in anonymised form. We conduct this modelling for a variety of reasons, for example, for risk assessment purposes to make decisions about you, such as your likelihood to claim. However, we may also use your personal information in that modelling to make decisions about how we improve and develop our products and services, or our pricing and underwriting, or to better understand how our prospective customers make decisions about which policy is the optimal policy (i.e. we are not making decisions directly about you).

10. How to contact us about this privacy notice

Our Data Protection Officer is in charge of answering questions about this privacy notice or your requests to exercise your rights which are set out below. The Data Protection Office may be contacted at U K Insurance Limited, Churchill Court, Westmoreland Road, Bromley, BR1 1DP.

You may contact us at the address above for one or more of the following reasons:

1. To ask us to fix information about you that is wrong or incomplete, or to delete personal information about you (the so-called "Right to be Forgotten").
2. To tell us you no longer agree to, that you object to, or that you wish to restrict us using information about you and ask us to stop.
3. A right of access, namely to ask us to provide you with a copy of all of the personal information that we have about you. To receive this information please write to the Data Rights Team, U K Insurance Limited, Churchill Court, Westmoreland Road, Bromley, BR1 1DP.
4. A "data portability" right, namely to obtain and reuse the information that you have provided to us for your own purposes across different services. You may ask for this information to be provided directly to you or directly to another organisation. We will provide the information in a machine readable format so that another organisation's software can understand that information.
5. To ask us not to use information about you in a way that allows our computer systems to make decisions about you (as explained in section 9).

Sometimes we will not be able to stop using your personal information when you ask us to (e.g. where we need to use it because the law requires us to do so or we need to retain the information for regulatory purposes).

In other cases, if we stop using your personal information, we will not be able to provide services to you, such as administering your insurance policy or servicing your claim.

We will tell you if we are unable to comply with your request, or how your request might impact you, when you contact us.

Complaints

If you have any concerns about the way in which we are using your personal information, please contact our Data Protection Officer in the first instance and we will endeavour to resolve your concern. However, you do also have the right to complain about how we treat your personal information to the Information Commissioner's Office ("ICO"). The ICO can be contacted at:

ICO website: <https://ico.org.uk/global/contact-us/>

ICO telephone: 0303 123 1113

ICO textphone: 01625 545860

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Calls may be recorded.



**Footman
James**
We share your passion

Footman James
Castlegate House,
Castlegate Way,
Dudley,
West Midlands DY1 4TA.
Tel. 0333 207 6114
footmanjames.co.uk



**Investor in
Customers®**
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