



Specialist Sports Car Policy Wording

FJ/PW/SSC/01/07/2022/V1507

IN ASSOCIATION WITH



Specialist Sports Car Insurance

This Policy is arranged by Footman James. Footman James is a trading name of Advisory Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Advisory Insurance Brokers Limited's FCA regulated number is 313250. **You** can check this by viewing the FCA website at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Any reference to '**We**', '**Us**' and '**Our**' are to **The Insurer** named on both the **Schedule** and **Certificate of Motor Insurance**.

This is **Your** Specialist Sports Car insurance 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** Specialist Sports Car insurance documents, contact **Your** insurance broker Footman James.

Claim Notification

In the event of a claim please contact the Footman James 24 hour claims helpline on 0333 207 6190. Please ensure **You** have all **Your** policy documentation available.

Your Cancellation Rights

If this insurance does not meet **Your** needs, **You** can cancel it within 14 days of receiving **Your** documents or within 14 days of the start date of **Your** policy, whichever is later. If **You** wish to cancel and the insurance cover has not yet commenced, **You** will be entitled to a full refund of the premium paid. If cover has already commenced and **You** have not made a claim for a total loss under the policy, and **You** confirm that **You** do not know about any incident which may give rise to a claim, **You** will receive a return of any premium **You** have paid less:

- a charge for the number of days **You** have had cover for, plus

insurance premium tax; or

- £15 plus insurance premium tax; whichever is more.

If **You** want to cancel **Your** cover after 14 days, the cancellation terms set out in the general conditions of this policy document will apply.

You will also have to pay any cancellation charges made by Footman James. Please see Footman James' documents for details of those charges. Please note that after 14 days, FJ+ Covers (Section 10) cannot be cancelled independently of the **Main Insurance Policy** and **You** are unable to reduce **Your** cover mid-term. If **You** wish to upgrade **Your** FJ+ covers mid-term and there is an upgrade option available, **You** will need to pay the full difference in premium plus Footman James' administration fee.

Complaints Procedure

Our Promise of Service

Our goal is to give excellent service to all our customers but **We** recognise that things do go wrong occasionally. **We** take all complaints **We** receive seriously and aim to resolve all our customers' problems promptly. To ensure that **We** provide the kind of service **You** expect **We** welcome **Your** feedback. **We** will record and analyse **Your** comments to make sure **We** continually improve the service **We** offer.

What will happen if **You** complain

- **We** will acknowledge **Your** complaint promptly.
- **We** aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquires are needed. If this is likely, **We** will contact **You** with an update within 10 working days of receipt and give **You** an expected date of response.

What to do if You are unhappy

If **You** are unhappy with any aspect of the handling of **Your** insurance **We** would encourage **You**, in the first instance, to seek resolution by contacting Footman James on 0333 207 6000.

If **You** are unhappy with the outcome of **Your** complaint **You** may refer the matter to the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone Number: 0800 023 4567 or 0300 123 9123

Calls from UK landlines and mobiles are free.

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.

The Contract of Insurance

This document 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 policy wording or in any **Endorsement** applying to this policy wording.

The insurance provided by this document covers loss, damage or injury that happens during any **Period of Insurance** for which **You** have paid, or agreed to pay the premium.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **We** cannot meet our obligations, depending on the type of insurance and the circumstances of **Your** claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk

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.

Data Protection - Privacy Notice - Aviva

Personal Information

We collect and use personal information about you so that we can provide you with a policy that suits your insurance needs. This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at www.aviva.co.uk/privacypolicy or request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester LE7 1PD.

The data controller responsible for this personal information is Aviva Insurance Limited as the insurer of the product. Additional controllers include Footman James, who are responsible for the sale and distribution of the product, and any applicable insurers, reinsurers or brokers we use.

Personal information we collect and how we use it

We will use personal information collected from you and obtained from other sources:

- to provide you with insurance: we need this to decide if we can offer

insurance to you and if so on what terms and also to administer your policy, handle any claims and manage any renewal,

- to support legitimate interests that we have as a business. We need this to:
 - manage arrangements we have with our insurers, reinsurers and brokers we use, and for the detection and prevention of fraud,
 - help us better understand our customers and improve our customer engagement. This includes profiling and customer analytics which allows us to make certain predictions and assumptions about your interests, make correlations about our customers to improve our products and to suggest other products which may be relevant or of interest to customers,
 - to meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
 - to carry out other activities that are in the public interest: for example we may need to use personal information to carry out anti-money laundering checks.

We may also use personal information about other people, for example family members you wish to insure on a policy. If you are providing information about another person we expect you to ensure that they know you are doing so. You might find it helpful to show them this privacy notice.

The personal information we collect and use will include name, address and date of birth, financial information and details of your vehicle(s). If a claim is made we will also collect personal information about the claim from you and any relevant third parties. We may also need to ask for details relating to the health or any unspent offences or criminal convictions of you or somebody else covered under your policy. We recognise that information about health and offences or criminal

convictions is particularly sensitive information. We'll ensure that we only use that information where we need to for our insurance purposes (including assessing the terms of your insurance contract, dealing with changes to your policy and/or dealing with claims).

There may be times when we need consent to use personal information for a specific reason. If this happens we will make this clear to you at the time. If you give us consent to using personal information, you are free to withdraw this at any time by contacting us – refer to the "Contacting us" details below. Please note that if consent to use this information is withdrawn we will not be able to continue to process the information you gave us for this/these purpose(s). This would not affect our use of the information where consent is not required.

Of course, you don't have to provide us with any personal information, but if you don't provide the information we need we may not be able to proceed with your application or any claim you make.

Some of the information we use as part of this application may be provided to us by a third party. This may include information already held about you and your vehicle(s) within the Aviva group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

Databases we use for Underwriting and Fraud Prevention and Detection purposes

We may use your information to allow us to detect and prevent fraudulent applications and claims. For details relating to information held about you on the Claims Underwriting and Exchange Register and Motor Insurance Anti-Fraud and Theft Register please visit www.insurancedatabases.co.uk.

For details relating to information held about you by the Driver and Vehicle Licensing Agency (DVLA) please visit www.dvla.gov.uk

How your data is used and shared by Insurers and Databases in relation to motor insurance

The data you provide will be used by us and shared with other insurers as well as certain statutory and other authorised bodies for:

- Insurance underwriting purposes i.e. to examine the potential risk in relation to your (and/or a third party's) prospective policy so that we can:
 - Consider whether to accept the relevant risk,
 - Make decisions about the provision and administration of insurance and related services for you (and members of your household),
 - Validate your (or any person or property likely to be involved in the policy or claim) claims history (at any time including upon application for insurance, in the event of an accident or a claim, or at a time of renewal).
- Management Information purposes. To analyse insurance and other markets for the purposes of:
 - Portfolio assessment,
 - Risk assessment,
 - Performance reporting,
 - Management reporting.
- Anti-fraud purposes.

To detect and prevent fraudulent claims and/or activities by:

- Sharing information about you with other organisations and public bodies including the police,
- Tracing debtors or beneficiaries, recovering debt, managing your accounts and/or insurance policies,
- Undertaking fraud searches. Insurers pass information to fraud prevention agencies and databases including the Claims Underwriting and Exchange Register and where appropriate the

Motor Insurance Anti-Fraud and Theft Register by Motor Insurers' Bureau (MIB). This helps insurers check information and prevent fraudulent claims. When we deal with your request for insurance we may search these registers.

- Compliance with legal obligations and responsibilities.
 - Claims management – In the event of a claim we may need to disclose information with any other party involved in that claim such as third parties involved in the incident, their insurer, solicitor or representative and medical teams, the police or other investigators. We also may have to investigate your claims and conviction history.
 - Complaints management – If you make a complaint about the service we have provided, we may be obliged to forward details about your complaints, including your personal information, to the relevant ombudsman.
 - Information about your insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the DVLA, the DVLNI, the Insurance Fraud Bureau and other bodies permitted by law. This information may be used for purposes permitted by law, which include but are not limited to:
 - Electronic Licensing
 - Continuous insurance enforcement
 - Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
 - The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the European Economic Area or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representative) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds your current registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the police.

You can check that your current registration number details are shown on the MID at www.askmid.com.

How your data will be processed

- Information which is supplied to fraud prevention agencies and databases such as MIB and MID can include details such as your name, address and date of birth together with details of any injury arising from a claim.
- Your data may be supplied to databases in order to facilitate automatic no claim discount validation checks.
- Your data may be transferred to any country, including countries outside of the European Economic Area, for any of the purposes mentioned above.
- Under your policy you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the fraud prevention agencies and databases such as MIB.

You can ask for more information about this. If you require such information, please contact Aviva Insurance Limited.

How we use your data - Driving Licence Number

Insurance underwriting purposes i.e. to examine the potential risk in relation to your (and/or a third party's) prospective policy so that we can:

- Provide your (or any person included on the proposal) Driving Licence Number (DLN) to the DVLA to confirm your (or the relevant person included on the proposal) licence status,

entitlement and relevant restriction information and endorsement/conviction data. Searches may be carried out prior to the date of the insurance policy and at any point throughout the duration of your insurance policy including at the mid-term adjustment and renewal stage. A search of the DLN with the DVLA should not show a footprint against your (or another relevant person included on the proposal) driving licence.

- Searches may be carried out at point of quote and, if an insurance policy is inception, at renewal stage.

Please note that if you give us false or inaccurate information it may invalidate your insurance policy/prospective insurance policy or it could affect the amount we pay to settle any claims you make under the policy.

Credit Reference Agency Searches

To ensure the Insurer has the necessary facts to assess your insurance risk, verify your identity, help prevent fraud and provide you with our best premium and payment options, the Insurer may need to obtain information relating to you at quotation, renewal and in certain circumstances where policy amendments are requested. The Insurer or their agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims.

The identity of our Credit Reference Agency and the ways in which they use and share personal information, are explained in more detail at www.callcredit.co.uk/crain.

Automated decision making

We carry out automated decision making to decide whether we can provide insurance to you and on what terms, deal with claims or carry out fraud checks. In particular we use an automated underwriting engine to provide on-line quotes, using the information we have collected.

How we share your personal information with others

We may share your personal information:

- with the Aviva group, our agents and third parties who provide services to us, and your intermediary and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other in respect of risks underwritten by Aviva, with insurers who cover Aviva under its group insurance policies and with our brokers who arrange and manage such reinsurance and insurance arrangements. They will use your data to decide whether to provide reinsurance and insurance cover, arrange and manage such cover, assess and deal with reinsurance and insurance claims under such cover and to meet legal obligations. They will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third-party service providers, law enforcement and regulatory bodies.

Some of the organisations we share information with may be located outside of the European Economic Area ("EEA"). We'll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

How long we keep your personal information for

We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes

explained in this notice. We need to keep information for the period necessary to administer your insurance and deal with claims and queries on your policy. We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes.

Your rights

You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us – refer to the “Contacting us” details below.

Contacting us

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection team by either emailing them at dataprt@aviva.com or writing to the Data Protection Officer, Level 5, Pitheavlis, Perth PH2 0NH.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office at any time.



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Definitions

To save lengthy repetition wherever the following words or phrases occur, they will have the precise meaning described below:

The Insured/You/Your

The persons described as the insured in the schedule.

The Insurer/Us/We the company

Aviva Insurance Limited. Registered in Scotland, No.2116.

Registered office: Pitheavlis, Perth, PH2 0NH.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority Firm Reference Number 202153.

Your Vehicle

Any Vehicle described in the schedule and any other vehicle for which details have been supplied to us and a certificate of motor insurance bearing the registration mark of that vehicle has been delivered to you and remains effective.

Schedule

Details of you, your vehicle and the insurance protection provided to you.

Certificate of Motor Insurance

A document you must have as proof that you have the motor insurance necessary to comply with the law. It shows who can drive your vehicle, what purposes it can be used for and whether you are permitted to drive other cars. The certificate does not, however, indicate the full policy cover and for this you need to refer to the policy wording itself.

The Period of Insurance

The period of time covered by this policy as shown in the schedule and any further period for which we agree to insure you.

Market Value

The cost of replacing your vehicle with one of the same make, model, specification and condition.

Endorsement

Changes in the terms of your policy. These are shown in your schedule.

Fire

Fire, lightning and explosion.

Theft

Theft or attempted theft.

Accessories

Parts of your vehicle which are not directly related to how it works as a car. This includes spare parts, audio equipment, multi-media equipment, communication equipment, personal computers, satellite navigation and radar detection systems providing they are permanently fitted to your car and have no independent power source.

Excess

The amount of any claim you will have to pay if your vehicle is lost, stolen or damaged.

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Green Card

A document required by certain non-EU countries to provide proof that you have the minimum insurance cover required by law to drive in that country.

The cover provided

- **Comprehensive** - All sections apply

Where the insurance is in the name of a firm the following are excluded: Section 6 – Personal Accident

Use

The insurance only covers **Your Vehicle** if it is being used in the way specified in **Your Certificate of Motor Insurance**, policy **Schedule** or any **Endorsement** that applies.

The following uses are not covered:

- Drag Racing
- Any purpose connected with the motor trade
- Carrying passengers or goods in return for money (except if a mileage allowance is paid to **You** for official or agreed business duties in connection with **Your** job or for a social service)

Section 1 - Liability to Others

Your Liability

We will insure **You** in respect of all sums which **You** may be required to pay by law arising from death or injury to third parties, or damage to their property as a result of an accident caused by:

- **Your Vehicle**
- any trailer while it is being towed by **Your Vehicle**

We will also pay any expenses for which **You** have our written authority to claim.

Liability of other persons driving or using Your Vehicle

We will also insure the following persons under this section in respect of all sums which they may be required to pay by law arising from death or injury to third parties or damage to their property as a result of an accident:

- any person **You** give permission to drive **Your Vehicle** provided that **Your** effective **Certificate of Motor Insurance** allows that person to drive.
- any person **You** give permission to use (but not drive) **Your Vehicle**, but only whilst using it for social, domestic and pleasure purposes.
- any passenger travelling in or getting into or out of **Your Vehicle**.
- the employer or business partner of the person using any **Vehicle** for which cover is provided under this section while the **Vehicle** is being used for business purposes, as long as **Your** certificate allows business use.

This does not apply if:

- the **Vehicle** belongs to or is hired by such employer or business partner.
- **The Insured** is a corporate body or firm.

Indemnity to legal personal representatives

In the event of the death of anyone who is insured under this section, **We** will protect his/her legal personal representatives for any liability of the deceased person if that liability is insured under this section.

Legal costs

We will pay:

- solicitors fees if anyone **We** insure under this section is represented at a coroner's inquest or fatal accident inquiry or is defending any proceedings in a court of summary jurisdiction.
- for legal services to defend anyone **We** insure under this section in the event of proceedings being taken for manslaughter or reckless or dangerous driving causing death.

We will only pay these legal costs if they relate to an incident which is covered under this section.

What is not covered

The cover under this section will not apply if any person insured under this section does not keep to the terms, exceptions and conditions of this policy. The cover will also not apply if **The Insured** person can claim under another policy.

- Death of or injury to the person driving **Your Vehicle**.
- Loss or damage to any **Vehicle** or property owned by **You** or by the person driving **Your Vehicle**.
- Loss or damage to any trailer, caravan or broken down **Vehicle** being towed or attached to **Your Vehicle** or to any property carried in or on them.
- Liability for death of or injury to an employee occurring during the course of their employment except for the minimum cover required under the current Road Traffic Acts.
- **We** will not pay more than £20,000,000 (including claimants costs and expenses to a maximum of £5,000,000) for damage to other people's property arising from any one claim or series of claims arising out of one cause arising from the use of any **Vehicle** covered by this insurance.

The cover under this section will not apply, except to the extent that **We** are obliged by the Road Traffic Acts to provide insurance, to;
(a) any direct or indirect consequence of any act or acts of terrorism, whether or not such consequences have been contributed to by any other cause. Terrorism includes but is not limited to:

- the use or threat of force and/or violence; and/or
- harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear, chemical, biological and/or radiological means;

where any such act is committed by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be committed in whole or in part for such purposes.

(b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

In respect of terrorism, where **We** are obliged by the Road Traffic Acts to provide insurance, the maximum amount **We** will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by **You** or any other person, for which cover is provided under this section, will be:

- £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause; or
- such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the road traffic acts.

Section 2 - Damage to Your Vehicle

If **Your Vehicle** is damaged **We** may either:

- pay for **Your Vehicle** to be repaired; or
- replace **Your Vehicle**; or
- pay in cash the amount of the loss or damage.

Excesses

If **Your Vehicle** is damaged, **You** will have to pay any **Excess** as shown in **Your Schedule**. This **Excess** applies in addition to any other voluntary or compulsory **Excess** that may apply and is shown in **Your Schedule**.

If **Your Vehicle** is damaged whilst it is being driven by or is in the charge of a young or inexperienced driver who is permitted to drive by **Your** certificate of insurance the amount of **Excess** **You** will have to pay will be increased by the following amounts:

- If the drivers age is under 21 years of age – £500
- If the driver is 21 or over and either holds a provisional licence or has not held a full UK licence for 12 months or more – £500

What is not covered

- Wear, tear or loss of value.
- Mechanical, electrical, electronic, computer or computer software breakdowns, failures, faults or breakages.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Indirect loss.
- Any reduction in the value of **Your Vehicle** following damage whether it was repaired or not.
- Damage to any telephone, 2 way radio, television, video, traffic information system carried in the vehicle.
- The cost of repair, replacement or improvement of any parts of **Your Vehicle** not actually damaged in the incident for which **You** are claiming.
- The cost of repair or replacement of any non-standard parts fitted to **Your Vehicle** which is not appropriate to the disclosed form of motorsport.
- Damage by frost unless the engine has been completely drained of all water or anti-freeze has been added as recommended by the vehicle manufacturer.
- Damage to the vehicle due to the impounding or destruction by an authorised authority.
- Damage to **Your Vehicle** if it is taken or driven without **Your** permission by any member of **Your** family or partner or anyone living in **Your** home.

- Damage to **Your Vehicle** unless You take all reasonable precautions to safeguard it.
- Damage to **Your Vehicle** and its **Accessories** if **Your Vehicle** is not securely locked and the ignition keys removed and all doors, windows and other openings are closed and locked when it is left unattended. If the vehicle is not fitted with an ignition lock an alternative method of securing the vehicle must be used.
- Damage to **Your Vehicle** arising out of the use of cooking or heating equipment.
- The loss of, or damage to, **Your Vehicle** resulting from fraud or deception or by using a counterfeit or other form of payment which a bank or building society will not authorise.
- The amount of any **Excess** shown in 'Excesses' above and in **Your Schedule**.
- Loss or damage when **Your Vehicle** is left unattended if the last person in charge of it before the loss or damage happened is not shown on **Your Certificate of Motor Insurance** as allowed to drive.
- Loss or damage resulting from **Your Vehicle** being repossessed by, or returned to its rightful owner.
- Loss or damage caused intentionally by **You** or any member of **Your** family, or loss or damage someone else causes with **Your** permission or encouragement.

Section 3 - Fire and Theft

What is covered

Loss of or damage to **Your Vehicle** caused by:

- a. **Fire**.
- b. **Theft** or any attempted **Theft** provided **You** notify the police as soon as possible.

What is not covered

- Wear, tear or loss of value.
- Mechanical, electrical, electronic, computer or computer software breakdowns, failures, faults or breakages.
- Loss of or damage to **Your Vehicle** or any spare parts or **Accessories** resulting from fraud or deception or by using a counterfeit or other form of payment which a bank or building society will not authorise.
- Loss of the proceeds of the sale of **Your Vehicle**.
- Compensation or expenses as a result of **You** not being able to use **Your Vehicle** or the cost of hiring alternative transport and any other expenses **You** have had to pay because of this.
- Any reduction in the value of **Your Vehicle** following damage whether it was repaired or not.

- Loss or damage to any telephone, 2 way radio, television, video, and traffic information system fitted to or carried in the vehicle unless permanently fitted to the vehicle.
- The cost of repair, replacement or improvement of any parts of **Your Vehicle** not actually damaged in the incident for which **You** are claiming.
- Loss of the **Vehicle** due to the impounding or destruction by an authorised authority.
- Loss or damage to **Your Vehicle** if it is taken or driven without **Your** permission by any member of **Your** family or partner or anyone living in **Your** home.
- Loss solely of the removable fascia of any audio equipment.
- Loss or damage caused by **Theft** or attempted **Theft** whilst **Your Vehicle** is unoccupied unless the doors and boot are locked, any window or sunroof shut and the keys removed. If the vehicle is not fitted with an ignition lock an alternative method of securing the vehicle must be used.
- Loss of **Accessories** or spare parts from **Your Vehicle** unless it is in a garage at **Your** home address or the **Your Vehicle** itself is stolen.
- Loss or damage to **Your Vehicle** unless **You** take all reasonable precautions to safeguard it.
- The amount of any **Excess** shown in **Your Schedule** and in the section below entitled 'What **You** pay'.
- Loss or damage when **Your Vehicle** is left unattended if the last person in charge of it before the loss or damage happened is not shown on **Your Certificate of Motor Insurance** as allowed to drive.
- Loss or damage resulting from **Your Vehicle** being repossessed by, or returned to its, rightful owner.

What You pay

The amount shown as the **Excess** on **Your** policy **Schedule**.

Special Conditions applying to Sections 2 and 3

Repairs

- If the vehicle cannot be driven because of damage covered by this insurance **We** will pay the reasonable cost of transporting it to the nearest competent repairer. **We** will not be responsible for any further damage caused by driving or attempting to drive the vehicle in a damaged or non-roadworthy condition.
- **We** will choose whether to repair or replace **Your Vehicle** or pay **You** an amount for the loss or damage.
- **Market Value** - **We** will pay **You** the **Market Value** of the vehicle at the time of the accident.
- If **We** know **You** are still paying for **Your Vehicle** under a Hire Purchase or Lease agreement and **We** choose to make a payment for the total loss or destruction of **Your Vehicle** **We** will pay the claim to the vehicles legal owner.
- If the vehicle is stolen and not recovered no payment will be made for a period of at least 42 days from the date of the Theft.

Section 4 - Windscreen Damage

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 replacement is carried out by a windscreen repairer approved by **Us**, **You** will have unlimited cover and will only have to pay the **Excess** shown on **Your** policy **Schedule**. **You** should phone the windscreen helpline shown in the list of emergency helplines **We** sent with **Your** insurance documents;
- If the glass is repaired by an approved windscreen repairer, **You** will have unlimited cover and will not have to pay anything yourself;
- If the repair or replacement is carried out by any other repairer, **You** will have to pay the windscreen **Excess** shown on **Your** policy **Schedule** and there may be a limit to the amount **We** will cover. The cover limit will be shown on **Your** policy **Schedule**.

Section 5 - Medical Expenses

We will pay up to £250 for each person in **Your Vehicle** for medical treatment needed as a result of injury caused in an accident involving **Your Vehicle**.

Section 6 - Personal Accident

If **You** or **Your** spouse/domestic partner suffer accidental bodily injury while getting into, out of, or travelling in **Your Vehicle** **We** will pay to the injured person £5,000 if, within three months of the accident, the injury is the sole cause of:

- death
- irrecoverable loss of sight in one or both eyes
- loss of any limb
- The most **We** will pay any one person after any accident is £5,000.
- The most **We** will pay any one person during any one period of insurance is £5,000.
- If **You** or **Your** spouse/domestic partner has any other policies with **Us** in respect of any other car or cars the injured person will only be able to obtain compensation for their injuries under one policy.

Exceptions to section 6 of Your policy

This Personal Accident insurance does not cover:

- Corporate bodies or firms.
- Death or bodily injury arising from suicide or attempted suicide.
- Death or injury to any person under 17 years of age.
- Any claim for death or injury where the person who was killed or injured was driving under the influence of drink or drugs.
- Death or injury if the accident is not the only cause

Section 7 - European Motoring

European Use

This policy provides the minimum cover **You** need by law to allow **You** to use **Your Vehicle** in any country which is a member of the EU and in any country which meets the insurance conditions of, and are approved by, the Commission of the European Union.

Your policy will also provide the cover **You** have chosen ('Comprehensive') in any country which is a member of the EU and in any country which meets the insurance conditions of, and are approved by, the Commission of the European Union for 30 days per policy period.

Insurance cover

This insurance is extended to apply to claims arising:

- in any country which **We** have agreed to provide cover for; and
- while the **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 and other charges

If **Your Vehicle** suffers any loss or damage covered by this insurance while it is in any 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.

If **You** take **Your Vehicle** abroad

All countries within the **Territorial Limits** have agreed that a **Green Card** is not necessary for cross border travel. **Your Certificate of Motor Insurance** should, therefore, provide sufficient evidence that **You** are complying with the laws on the compulsory insurance of motor vehicles in any of these countries that **You** visit.

Section 8 - Audio Cover

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 £750 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, minidiscs, DVD's 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** audio equipment immediately before the loss, up to the cover limit; or
- the cost of repairing the audio equipment;

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 9 - No Claim Discount

If this is a yearly contract, and **You** do not claim under this insurance and **You** have not been involved in an accident which has or may result in a claim against **You**, **We** will give **You** a discount on **Your** renewal premium.

Claims Made

No Claims Discount between 1 and 5 Years – If **You** make only one claim in any period of insurance, any no claims discount which **You** have earned will be reduced at **Your** next renewal, as shown in table 1.

Protected No Claims Discount 5+ Years – No Claims Discount protection allows **You** to make two claims before **Your** number of no claims discount years fall. Please see table 2 for details.

Table 1	No Claim Discount at next renewal date <u>without</u> NCD Protection		
Current Number of years No Claim Discount	1 claim in the next 12 months	2 claims in the next 12 months	3 or more claims in the next 12 months
1 Year	0 Years	0 Years	0 Years
2 Years	0 Years	0 Years	0 Years
3 Years	1 Year	0 Years	0 Years
4 Years	2 Years	0 Years	0 Years
5 + Years	3 Years	1 Year	0 Years

Table 2	No Claim Discount at next renewal date with NCD protection				
Current Number of years No Claim Discount	1 claim in any 5 year period	2 claims in any 5 year period	3 claims in any 5 year period	4 claims in any 5 year period	More than 4 claims in any 5 year period
5 + Years - Protected	5 + Years Protected	5 + Years (loses protection)	3 Years	1 Year	0 Years

No Claims Discount protection does not protect the overall price of **Your** insurance policy; the price of **Your** insurance policy may increase following an accident even if **You** were not at fault.

If **We** consent to a transfer of this policy to another person, No Claims Discount already earned under this policy will not apply to the person to whom the policy is being transferred.

Your No Claims Discount cannot be transferred to another person.

Claims under certain sections of **Your** policy may not impact NCD. **We** will not reduce **Your** no claims discount where the only payments made are for:

- Emergency medical treatment under the Road Traffic Acts and vehicle recovery in the event of illness as provided under Section 5 - Medical Expenses.
- Repairing or replacing glass in **Your Vehicle**'s windscreen, sunroof or windows (or for any scratches on the bodywork caused directly by the broken glass) as provided under Section 4 –Windscreen Damage.

Third parties may claim directly against **Us** as insurer in the event of an accident, involving **Your Vehicle** as permitted under the European Communities (Rights Against Insurers) Regulation 2002. In these circumstances **We** deal with any claim, subject to the terms and conditions of **Your** policy. This may affect **Your** no claims discount.

You are reminded of **Your** responsibilities to report any accident, injury, loss or damage to **Us** as soon as possible so **We** can tell **You** what to do next.



Section 10 - FJ+ Optional Policy Extensions

Track Day Cover

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

All vehicles must be registered for road use and fulfil UK construction and use regulations.

Policy includes 5 free track days arranged by an approved organiser at an approved venue.

Cover whilst on a track day is reduced to Accidental Damage cover ONLY. There is no liability to third parties.

Excess on track is £1000 on top of any excess as described in your policy schedule

Lotus

- Cover to include 6 track days per policy year (inc. 2 European)
- If booking through Lotus on Track then no European Restriction

BMW M3

- Cover to include 6 track days per policy year
- All drivers to be aged 30 years and over

Vauxhall VX220

- Cover to include 6 track days per policy year
- For drivers aged 23 and 24 cover is only available on the standard 2.2 16v model (145bhp) not the turbo
- Maximum vehicle value £20,000
- Must be a member of a club/organisation

Track Day Top Up 2

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

Cover is provided for an additional 2 track days.

All vehicles must be registered for road use and fulfil UK construction and use regulations.

Cover whilst on a track day is reduced to Accidental Damage cover ONLY. There is no liability to third parties.

Excess on track is £1,000 plus any **Excess** as shown on **Your Schedule**.

General Exceptions

Your policy does not cover the following:

1. Any accident, injury, loss or damage while any **Vehicle** that is insured under this policy is being:

- (a) used otherwise than for the purposes described under the 'Limitations as to use' section of **Your Certificate of Motor Insurance**.
- (b) driven by any person other than anyone who is described under the section of **Your Certificate of Motor Insurance** headed 'Persons or Classes of Persons entitled to drive'.

We will not withdraw this cover if the injury, loss or damage was caused as a result of **Your Vehicle** being stolen or having been taken without **Your** permission.

- (c) driven by **You**, unless **You** hold a license to drive the insured **Vehicle** and are complying with the terms of the license.
 - (d) driven by anyone else with **Your** general consent who, to **Your** knowledge, does not have a license to drive **Your Vehicle** or is not complying with the terms of the license.
2. Any liability **You** have accepted in an agreement which **You** would not have had if that agreement did not exist.
3. (a) Loss or destruction of, or damage to, any property or any associated loss or expense, or indirect loss; or
- (b) Any legal liability that is directly or indirectly caused by, contributed to, or arising from:
 - i. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - ii. the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:
- (a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above except so far as is necessary to meet the requirements of the Road Traffic Acts.
5. Any accident, injury, loss or damage (except under Section 1) arising during or as a result of:
- (a) an earthquake
 - (b) a riot or civil commotion that happens outside Great Britain, the Isle of Man or the Channel Islands except where such liability is required to be covered by the Road Traffic Acts.

6. Any accident, injury, loss or damage if **Your Vehicle** is registered outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
7. **Pollution**
We will not pay for any loss, damage or liability caused directly or indirectly by pollution or contamination however caused other than cover needed by the Road Traffic Acts or any other Laws that apply to motor insurance.
8. **Airport Use**
We will not pay for any loss, damage or liability arising while **Your** or any other **Car/Commercial Vehicle** covered by this insurance is in any place where aircraft take off, land or park including any associated service roads, refuelling areas, ground equipment areas or the customs examination areas of international airports.
9. **Sonic Bangs**
We will not pay for loss, damage or liability caused directly or indirectly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.
10. **Criminal Acts**
We will not pay for any loss damage or liability caused while **Your Vehicle** is being used by **You** or any insured person for any criminal activity.
11. **Your Vehicle** will only be covered if **You** are using it in a way agreed on **Your Certificate of Motor Insurance**, or any Endorsements shown on **Your Schedule**.
12. **We** will not pay for any loss damage or liability caused while **Your Vehicle** is being used in any race, rally, competition, trial or similar motoring event.
13. **We** will not pay for any loss damage or liability caused while **Your Vehicle** is being driven or used on any race track, rally test circuit or on any off road race course.
14. **We** will not pay for any loss damage or liability caused while **Your Vehicle** is being driven with a load or number of passengers which is unsafe or is carrying an insecure load or towing a trailer which is unsafe or has an insecure load.

General Conditions

Claims Procedure

1. As soon as reasonably possible after any accident, injury, loss or damage (including glass damage), **You** or **Your** legal personal representatives must telephone **Us** giving full details of the incident.
Any communication **You** receive about the incident should be sent to **Us** immediately. **You** or **Your** legal personal representatives must also let **Us** know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or a fatal accident inquiry.
2. **You** or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without our written consent. If **We** want to, **We** can take over and conduct in **Your** name, or the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for our own benefit to recover any payment **We** have made under this policy. **We** shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give **Us** all the information and assistance necessary for **Us** to achieve a settlement.
3. **You** must tell the police immediately if any property is lost, stolen or damaged.

Important Notice - Information We need to know about

4. **You** must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, and renew **Your** policy.

If the information provided by **You** is not complete and accurate:

- **We** may cancel **Your** policy and refuse to pay any claim, or
- **We** may not pay any claim in full, or
- **We** may revise the premium and/or change the compulsory **Excess**, or
- the extent of the cover may be affected.

Other Insurance

5. If there is any other insurance in force that covers the same loss, damage or liability as our insurance, **We** will only pay any amount above that provided by the other insurance. This condition does not make **Us** responsible for any amount **We** would not otherwise have paid under any section of this insurance.

Your duty to Prevent Loss or Damage

6. **You** shall at all times take all reasonable steps to safeguard **Your Vehicle** from loss or damage. **You** shall maintain **Your Vehicle** in efficient condition and **Your Vehicle** must have a valid MOT if so required to have one. **We** shall have, at all times, free access to examine **Your Vehicle**.

Your duty to Comply with Policy Conditions

7. **Our** provision of insurance under this policy is conditional upon **You** observing and fulfilling the terms, provisions, conditions and clauses of this policy.

Fraud

8. If any claim is in any way fraudulent or if **You** or anyone acting on **Your** behalf has used any fraudulent means, including inflating or exaggerating the claim or submitting forged or falsified documents, all benefit under this policy shall be forfeited nor return any premium to **You**. **We** may also take legal action against **You**.

Vehicle Parts

9. If **We** choose **We** may arrange for the repairer to use suitable parts and accessories that are made by a company other than the manufacturer of **Your Vehicle**.
10. If **Your Vehicle** is damaged and a part or accessory cannot be repaired or replaced, **We** will only pay **You** the amount shown in the manufacturer's last United Kingdom list price. If **We** know that **Your Vehicle** is an imported **Vehicle** which **We** have agreed to cover, and the damaged part or accessory has never been available in the United Kingdom **We** will only pay the manufacturer's list price in the country **Your Vehicle** came from. **We** will not pay the cost of importing any part or accessory needed to repair **Your Vehicle**.

Cancellation

Your Cancellation Rights

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 on page 2.

If **You** cancel after this period but within the first year of insurance and have not made a claim and 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.

If **You** cancel **Your** policy in the second or any subsequent years of insurance **You** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **You** have been covered. This will be calculated on a pro-rata basis.

Footman James will charge a cancellation fee. Please see Footman James' documents 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.

To exercise **Your** right to cancel, please contact: Footman James, Castlegate House, Castlegate Way, Dudley, West Midlands, DY1 4TA or telephone 0333 207 6000.

Cancellation by Us

We (or any agent **We** appoint and who acts with our specific authority) may cancel this policy and/or any additional cover options, where there is a valid reason for doing so, by sending at least 7 days' written notice to the last known postal and/or email address of the policyholder setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non-payment of premium (including non-payment of instalments). If premiums or instalment payments are not paid when due **We** will write to the policyholder requesting payment by a specific date. **We** will give **You** at least 14 days' notice in writing if **We** intend to cancel due to non-payment of instalments. If **We** receive payment by the date set out in the letter **We** will take no further action. If **We** do not receive payment by this date **We** will cancel the policy and/or any additional cover options from the cancellation date shown on the letter.
- Where **We** reasonably suspect fraud.
- Where the persons insured fail to co-operate with **Us** or provide **Us** with information or documentation **We** reasonably require, and this affects our ability to process a claim or defend our interests. See the 'Claims Procedures' section of the General Conditions in this policy wording.
- Where the policyholder has not taken reasonable care to provide complete and accurate answers to the questions **We** ask. See the 'Contract of Insurance' and 'Information and changes **We** need to know about' section in the policy wording and the separate 'Consumer Terms of Business' notices supplied.

If **We** cancel the policy and/or any additional cover options under this section and **You** have not made a claim and will not be making a claim the policyholder will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **We** have provided such cover, unless the reason for the cancellation is fraud and/or **We** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012. Footman James will charge a cancellation fee.

IMPORTANT NOTICE – The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows The Insurer to cancel the policy sometimes back to its start date and to keep any premiums paid.

Where our investigations provide evidence of fraud or a serious non-disclosure **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **You** provided **Us** with incomplete or inaccurate information, which may result in **Your** policy being cancelled from the date **Your** originally took it out.

It is the policyholder's responsibility to notify all persons insured that this policy has been cancelled.

Short Period Rates – First Year Only

Period in Force	Up to one month	Up to two months	Up to three months	Up to four months	Up to five months	Up to six months	Up to seven months	Up to eight months	Over eight months
Percentage of annual premium covering that period	25%	35%	45%	55%	65%	75%	85%	95%	Full premium
Percentage of Refund	75%	65%	55%	45%	35%	25%	15%	5%	Nil

Pro-rata – Second and any subsequent years of insurance

$$\frac{\text{Premium} \times \text{no. of days remaining}}{365 \text{ days}} = \text{refund} - \text{cancellation charge}$$

Information and changes We need to know about

You must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, and renew **Your** policy.

Please tell **Your** insurance adviser immediately to let **Us** know if there are any changes to the information set out in the application form/ statement of fact, **Certificate of Motor Insurance** or on **Your Schedule**. **You** must also tell **Your** insurance adviser immediately to let **Us** know about the following changes:

- A change to the people insured, or to be insured.
- Motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured.
- Criminal convictions for any of the people insured, or to be insured.
- A change of **Vehicle**.
- Any **Vehicle** modifications.
- Any change affecting ownership of the **Vehicle**.
- Any change in the way that the **Vehicle** is used.

If **You** are in any doubt, please contact **Your** insurance advisor. When **We** are notified of a change, **We** will tell **Your** insurance adviser if this affects **Your** policy, for example whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **Your** policy. If the information provided by **You** is not complete and accurate:

- **We** may cancel **Your** policy and refuse to pay any claim; or
- **We** may not pay any claim in full; or
- **We** may revise the premium and/or change the compulsory **Excess**; or
- the extent of the cover may be affected.

Choice of Law

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

- 1) **You** and **The Insurer** agree otherwise; or
- 2) 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.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Customers with Disabilities

The policy and other associated documentation are also available in large print, audio and Braille.

If **You** require any of these formats please contact **Your** insurance adviser.

Telephone Call Charges and Recordings

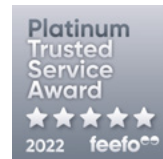
Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (Charges may vary dependent on **Your** network provider) and are usually included within inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.



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



**Investor in
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