



Solid partners, flexible solutions

Peace of mind for your car

Motor Guard
insurance policy
Fortis Insurance Limited

Document code - MU37
Version - January 2005 B

ONECALL

08701 222020

The Onecall claims helpline is open
24 hours a day, 365 days a year.

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What to do if you have a complaint

If you have experienced a problem with any part of our service, we will sort this out as quickly and fairly as possible.

What you should do first

- If your complaint is about the way your policy was sold to you, contact your insurance adviser to report your complaint.
- If you have a complaint about a claim, call your claims handler first. You will find the claim handler's name and phone number on any letters they have sent you.

If your problem has still not been sorted out

Step 1

Contact our Customer Service Adviser who will make sure that the issue is dealt with at a senior level. You can write to us at the address below or e-mail us through our website at www.fortisinsurance.co.uk/complaints (please include your policy number and claim number if appropriate).

Customer Service Adviser
Fortis Insurance Limited
Fortis House
Tollgate
Eastleigh
Hampshire
SO53 3YA

Step 2

If this matter has still not been sorted out, you can write to Barry Smith, Chief Executive at the same address.

Step 3

If you are not satisfied with our final decision, you can write to:

Financial Ombudsman Service
South Quay Plaza 2
183 Marsh Wall
London
E14 9SR

Service standards

We will reply to any letter you send us within two working days of receiving it. In our letter we will tell you who will be dealing with your complaint and when you should expect a reply.

Financial Services Compensation Scheme

If we cannot meet our liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme. Compulsory insurance, such as third party motor insurance, is covered in full. For non-compulsory (optional) insurance, such as damage to the insured car, the first £2,000 is protected in full. For the rest of any claim or unused premium, compensation is made up to 90% of its value. You can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling 020 7892 7300.

Important Customer Information

Please tell us straight away if any of the following happens.

- You sell the car, change the car or its registration number, or you get another car.
- There is any change of drivers (drivers aged 35 or under are not covered unless we have been given their details and accepted them in writing).
- Anyone who drives the car gets a motoring conviction (including fixed penalty offences).
- Anyone who drives the car suffers from a medical condition.
- You change the purpose the car is used for.
- You, or any driver, change job or start a new job.
- The car is changed from the manufacturer's original specification.
- You take the car abroad, for more than 90 days or outside the EU.
- You change your address or the address where you keep the car overnight.
- The details in the schedule change.
- The car is involved in an accident or fire, or someone steals, damages or tries to break into it.
- Anyone who drives the car is involved in any accident or has a vehicle damaged or stolen.
- The car is likely to go over the annual mileage limit shown in the schedule.
- Anyone who drives the car has had insurance declined, cancelled or had special terms put on.

Please ask your insurance adviser or us for help if you are not sure. Under the policy conditions, you must tell us about any of the changes above (please see the policy conditions section on page 14). If you do not tell us about any changes, your policy may no longer be valid or we may not pay your claim.

What to do if you have an accident

The law

- You must stop if you are involved in any incident involving an injury to any person or certain animals, or if other vehicles or roadside property are damaged. If you own the vehicle, you must give your name, address and insurance details to anyone who has a good reason for asking. If you do not own the vehicle, you must give the owner's name and address.
- If there is an injury or you do not give your details to anyone at the scene, you must report the incident to the police within 24 hours and present your certificate of motor insurance within five days.

To help with the claims process

- Do not apologise or admit fault.
- Try to collect the following information to give to the Onecall claims helpline (see opposite page). This will help us to speed up your claim.
 - Full details of the other drivers, including their phone numbers, and the registration numbers of all vehicles involved. This will allow us to contact anybody else involved straight away and, if you are not at fault and we manage to recover any money we pay, your no claim discount will not be affected.
 - Injuries caused.
 - Property damage.
 - Witnesses (if there are any).
 - Police officers and report references.
 - Full details of what happened.
- **Next steps**
 - Call the Onecall 24-hour claims helpline on 08701 222020 (see opposite page).
 - Onecall will send you a report form to fill in.
 - There will be a phone number on all correspondence from our claims department for you to call if you need to contact us. Please remember to have your claim number ready when you call.
 - Please remember to remove all personal belongings from the car before it is taken for assessment or repair.
 - Please see page 9 for details on how we settle your claim for sections A, B or C.
- **Please note**

We, Fortis Insurance, are not your insurer for recovering your uninsured losses such as your policy excess. You should contact your insurance adviser directly to see if any separate insurance cover has been arranged.

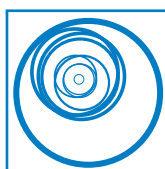
Broken windscreens and windows

If you have comprehensive cover

- Call **0800 174764** to arrange for the glass to be repaired or replaced. If you phone this number and use one of our chosen glass companies, cover is unlimited. If you do not, the most we will pay is £100 after taking off any excess.
- Repairing a windscreen or window instead of replacing it can save you paying the £60 excess. Ask when calling the Fortis glassline on the number above.

The drawings below may help you to recognise whether or not the break can be repaired.

Cracks up to five centimetres (two inches) and breaks the size of a £1 coin can generally be repaired.



'Bullseye'



'Starbreak'



Combination

If you do not have comprehensive cover, you can still phone the number above but you will have to pay the cost of replacing or repairing the windscreen or window.

08701 222020

The claims helpline is open 24 hours
a day, 365 days a year.

OneCall is a first-response service with operators that can immediately confirm whether your policy covers you for the incident. Remember to save this number in your mobile phone so that you will have it available if you have an accident.

We may record or monitor calls for training purposes or to improve the quality of our service.

Start of the claims process

- If your car is involved in an incident or you need to make a claim, please phone us as soon as possible.
- To help us deal with your call efficiently, please have your certificate of motor insurance and details of the incident with you when you call. If you are at the scene of the accident when you call OneCall and do not have your certificate of motor insurance with you, please give us your car registration number.
- We will send you a report form to fill in and send to your insurance adviser. We send report forms by first-class post after we receive your call.

Repair service for an incident in the UK

Message Relay	We can pass messages to friends, family or colleagues.
Repairs	If damage to the car is covered and it can be repaired, we will arrange for one of our approved repairers to contact you to arrange to collect the car. Repairs made by our approved repairers are guaranteed for three years.
Authorisation	You do not need to get any estimates, and repairs can begin immediately after we have authorised them.
Delivery	When the work is done, our repairer will contact you to arrange a convenient time to deliver the car back to you.
Paying for repairs	We will pay the repair bill. All you need to do is pay any policy excess directly to our repairer when they deliver the car back to you.

If you have comprehensive cover you have the following extra services.

Get-you-home service	If the car is not roadworthy after an accident, we can arrange to get you and your passengers home or to your planned destination. If you cannot complete your journey, we will pay for overnight accommodation up to £50 for each person (up to £250 in total).
Keeping you mobile while your car is being repaired	<p>To keep you mobile, in the UK only, we will provide a small courtesy car with a manual gearbox (for example, a Nissan Micra, Ford Ka or similar), free of charge, while your car is being repaired by one of our approved repairers.</p> <p>Once we have decided that your car can be economically repaired by one of our approved repairers and if it cannot be driven, we will provide the courtesy car on the next working day for as long as the repairs take.</p> <p>If your car can still be legally driven (in other words it is roadworthy), we will deliver the courtesy car when your car is collected for repairs.</p> <p>While you have the courtesy car you will be liable for any fines for any parking or driving offences or congestion charges, and any additional costs for non-payment of these charges.</p> <p>You will need to produce an appropriate credit or debit card to the approved repairer to cover these costs.</p>

If the car cannot be repaired

If your car cannot be economically repaired, we will offer you a settlement amount within one week of the date we receive all the documents we need and the engineer's report. Once this amount is agreed, we will send you a cheque by first-class post. We will answer all correspondence within five working days of receiving it.

If your car is a total loss (a write-off), you must send in all the original documents that we ask for on your report form (for example, the vehicle registration document (V5) and the current MOT certificate). We will arrange for an appointed salvage agent to collect the vehicle to get rid of it. Please remember to remove all your personal belongings from the car before it is collected.

Introduction

This policy is a contract between **you** and **us**. It is not intended that the Contracts (Rights of Third Parties) Act 1999 gives anyone else any rights under this policy or has the right to enforce any part of it.

In return for **you** paying or agreeing to pay the premium, **we** will provide cover, under the terms of this contract of insurance, against accidental injury, loss or damage that happens during the **period of insurance** and within the **geographical limits**.

This contract of insurance is based on information **you** gave us on the **proposal** (or which is shown in a **statement of insurance**) and any other information **you** gave **us**. **You** must read this policy, the **certificate of motor insurance** and the **schedule** together. The **schedule** tells **you** which sections of the policy apply. Please check all documents carefully to make sure that they give **you** the cover **you** want.

English law will apply to this contract of insurance unless **you** and **we** agree otherwise.

Signed for and on behalf of
Fortis Insurance Limited

A handwritten signature in black ink, appearing to read 'BD Smith', with a large circular flourish underneath.

BD Smith
Chief Executive

Definitions

Throughout this policy certain words and phrases are printed in bold type. These have the meanings set out below.

Certificate of motor insurance

The proof of the motor insurance **you** need by law. The **certificate of motor insurance** shows:

- what car is covered;
- who is allowed to drive **the car**; and
- what **the car** can be used for.

You, your

The person or company shown under 'Policyholder details' on the **schedule**.

Your insurance adviser

The agent, broker or intermediary who arranged this insurance for **you**.

Endorsement

A clause that alters the cover provided by the policy.

Excess

The part of a claim **you** must pay.

Geographical limits

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and while **the car** is being transported between any of these countries.

Market value

The cost of replacing **the car** with one of a similar age, type, mileage and condition, immediately before the loss or damage happened.

Period of insurance

The length of time that the contract of insurance applies for. This is shown in the **schedule**.

Proposal

The application form (**proposal**) and the information that **you** gave **us**, including information given on **your** behalf and verbal information **you** give.

Schedule

The latest **schedule** issued to **you**. This forms part of the contract of insurance. It gives details of the **period of insurance**, the sections of the policy which apply, the premium **you** have to pay, **the car** which is insured and details of any **excesses** or **endorsements**.

Statement of insurance

The form that shows the information that **you** gave **us**, including information given on **your** behalf and verbal information from **you**.

The car

Any motor vehicle that **you** have given **us** details of and for which **we** have issued a **certificate of motor insurance**. **The car's** registration number will be shown on **your** latest **certificate of motor insurance**. Accessories and spare parts are included in the definition of **the car** when they are with **the car** or locked in **your** own garage.

We, our, us

Fortis Insurance Limited.

Section A - Damage to the car

What is covered

We will pay for damage to **the car**.

We will also cover the cost of replacing or repairing the car's audio and navigation equipment up to the following amounts:

- £1,000 for equipment fitted as original equipment by the manufacturer; or
- £300 for any other equipment.

If **the car** is not roadworthy after an accident, **we** can arrange to get **you** and **your** passengers home or to **your** planned destination. If **you** cannot complete **your** journey, **we** will pay for overnight accommodation up to £50 for each person (up to £250 in total).

To keep **you** mobile, in the UK only, **we** will provide a small courtesy car with a manual gearbox (for example, a Nissan Micra, Ford Ka or similar), free of charge, for the time **the car** is being repaired by one of **our** approved repairers.

Once **we** have decided that **the car** can be economically repaired by one of **our** approved repairers and if it cannot be driven, **we** will provide the courtesy car on the next working day for as long as the repairs take.

If **the car** can still be legally driven (in other words, it is roadworthy), **we** will deliver the courtesy car when **the car** is collected for repairs.

See page 9 for details of how **we** settle claims.

What is not covered

- i) The first amount of any claim shown under 'Excesses applicable under: Section A Damage' in the **schedule**.
- ii) As well as the amount shown above **you** must also pay the following.
 - a) The first £350 of any claim if the person driving or in charge of **the car** at the time of the accident is under 21.
 - b) The first £250 of any claim if the person driving or in charge of **the car** at the time of an accident is:
 - Aged 21 or over but under 25; or
 - Aged 25 or over but has not held a full UK or EU driving licence for at least a year.

You must pay these amounts for every incident that **you** claim for under this section.

- Loss of or damage to **the car** caused by fire, or by theft.
- Loss of use of **the car**.
- Wear and tear.
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages.
- Damage to **your** tyres caused by braking, punctures, cuts or bursts.
- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock in the UK.
- Any amount over the cost shown in the manufacturer's latest price guide and reasonable costs for fitting, if any lost or damaged parts or accessories are not available.
- Loss of or damage to telephone equipment.
- **The car** losing value after, or because of, repairs.
- Loss of or damage to **the car** resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
- Loss of or damage to **the car** when no-one is in it unless all its windows, doors and roof openings or hood are closed and locked and all keys or devices needed to lock **the car** are with **you** or the person authorised to use **the car**.
- **The car** being confiscated or destroyed by or under order of any government or public or local authority.

Section B - Broken windscreen and windows

What is covered

If the windscreen or any window in **the car** is broken during the **period of insurance** **we** will pay the cost of repairing or replacing it. **We** will also pay for any repair to the bodywork that has been damaged by broken glass from the windscreen or windows.

If **you** phone the Fortis Insurance glassline (see page 4) and use one of **our** chosen glass companies, cover is unlimited. If **you** do not, the most **we** will pay under this section is £100 after taking off any **excess**.

A claim under this section only will not affect **your** no claim discount.

What is not covered

- The first £60 of any claim if the glass is replaced rather than repaired.
- Loss of use of **the car**.
- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock in the UK.
- Any amount over the cost shown in the manufacturer's latest price guide and reasonable costs for fitting, if any lost or damaged parts or accessories are not available.

Section C - Fire and theft

What is covered

We will pay for loss of or damage to **the car** caused by fire or theft.

We will also cover the cost of replacing or repairing the car's audio and navigation equipment up to the following amounts:

- £1,000 if **your** cover is comprehensive and the equipment is fitted as original equipment by the manufacturer; or
- £300 for any other equipment or if **your** cover is third party fire and theft.

Page 9 explains how **we** settle claims.

What is not covered

- Loss of or damage to **the car** when no-one is in it unless all its windows, doors, roof openings or hood are closed and locked and all keys or devices needed to lock **the car** are with **you** or the person authorised to use **the car**.
- The first £100 of any claim.
- Loss of use of **the car**.
- Wear and tear.
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages.
- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock in the UK.
- Any amount over the cost shown in the manufacturer's latest price guide and reasonable costs for fitting, if any lost or damaged parts or accessories are not available.
- Loss of or damage to telephone equipment.
- **The car** losing value after, or because of, repairs.
- Loss of or damage to **the car** resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
- Loss of or damage to **the car** caused by a member of **your** immediate family, or a person living in **your** home, taking **the car** without **your** permission.
- **The car** being confiscated or destroyed by or under order of any government or public or local authority.
- Loss from taking **the car** and returning it to its legal owner.

How we will settle your claim under sections A, B or C

We will choose whether to repair **the car** or pay **you** a cash amount equal to the cost of the loss or damage. If **the car** cannot be driven because of damage that is covered under this policy, **we** will pay for **the car** to be protected and taken to the nearest approved repairer.

If **the car** is economically repairable

If **the car** is repaired by one of **our** approved repairers, please see 'One-call accident repair service' on page 5.

You do not need to get any estimates, and repairs can begin immediately after **we** have authorised them.

We will arrange for one of **our** repairers to contact **you** to arrange to collect **the car**. Repairs made by **our** approved repairers are guaranteed for three years.

We will also pay the reasonable costs of delivering **the car** back to **your** address when the damage has been repaired.

If **you** do not want to use one of **our** approved repairers, **you** will need to send **us** estimates from two different repairers for **us** to authorise and **we** may need to inspect **the car**. **We** will then choose which repairer to use.

You will have to pay any policy **excess** direct to the repairer.

If the condition of **the car** is better after the repair than it was just before it was damaged, **we** may ask **you** to pay something towards it.

The repairer can use parts that compare in quality to those available from the manufacturer.

If **the car** is a total loss

Once an engineer has inspected and assessed the **market value** of **the car**, **we** will send **you** an offer of payment.

If there is any outstanding loan on **the car**, **we** will pay the finance company first. If **our** estimate of the **market value** is more than the amount **you** owe the finance company, **we** will pay **you** the balance.

If **our** estimate of the **market value** is less than the amount **you** owe the finance company, **you** may have to pay them the balance. Any payment **we** make for total loss will be after **we** have taken off any policy **excess** and any unpaid premium for this policy.

When **you** accept **our** offer for total loss, **the car** will belong to **us**. **You** must return **your certificate of motor insurance** to **your insurance adviser**.

Replacement car

We will not pay more than the **market value** of **the car** unless:

- the loss or damage happens before **the car** is a year old and **you** are its first and only registered keeper; and
- the cost of repair is valued at more than 60% of the cost of buying an identical new car at the time of the loss or damage (based on the UK list price).
In these circumstances, if **you** ask **us** to **we** will replace **the car** (and pay reasonable delivery charges) with a new car of the same make, model and specification.

We will only do this if:

- **we** can buy a car straight away in the UK; and
- **we** have permission from the hire-purchase company (if this is how **you** bought **the car** and **you** have not finished paying for it).

Section D - Personal accident

What is covered

If **you** or **your** husband or wife are aged under 70 and are accidentally killed or injured while getting into, travelling in or getting out of **the car** (or any other private car that **you** do not own), **we** will pay the following.

- For death - £2,500.
- For total and permanent loss of sight in one eye - £1,500.
- For total and permanent loss (at or above the wrist or ankle) of one hand or one foot - £1,500.

We will only pay these amounts if the only cause of the death or injury is an accident involving a car and the death or loss happens within three months of the accident.

This cover also applies to any passenger, aged between 15 and 69 who is getting into, travelling in or getting out of **the car** (as long as there is a passenger seat for that person).

What is not covered

- Death or injury caused by suicide or attempted suicide.
- Death of or injury to any person not wearing a seat belt when they have to by law.
- More than £10,000 for any one accident.
- More than £2,500 to any one person for any one accident.
- If **you**, or **your** husband or wife, have more than one motor policy with **us**, **we** will only pay under one policy.

Section E - Medical expenses

What is covered

If **you** or anyone in **the car** is injured in an accident involving **the car**, **we** will pay up to £100 in medical expenses for each injured person.

Section F - Personal belongings

What is covered

We will cover personal belongings in **the car** which are lost or damaged following an accident, fire or theft involving **the car**.

You are covered for the cost of the item, less an amount for wear and tear and loss of value.

What is not covered

- More than £100 for each incident.
- Any goods, tools or samples which are carried as part of any trade or business.
- Loss of or damage to telephone equipment.
- Money, stamps, tickets, documents and securities (such as share or bond certificates).
- Loss or damage when no-one is in **the car** unless all its windows, doors, roof openings or hood are closed and locked and all keys or devices needed to lock **the car** are with **you** or the person authorised to use **the car**.

Section G - Liabilities to third parties

What is covered

We will cover legal liability for the death of or injury to any person and damage to property caused by the following.

- **You using the car.**
- **You** using a motor car not belonging to **you** and not hired to **you** under a hire-purchase agreement or leased to **you** under a leasing agreement, as long as **you** have the owner's permission and **your** current **certificate of motor insurance** allows **you** to do so.

This cover will not apply if:

- **you** have got rid of **the car** or it has been damaged beyond economical repair or it has been stolen and not recovered;
- **you** are using the vehicle outside the UK;
- the vehicle is registered outside the UK; or
- **you** are covered by any other insurance to drive the motor car.
- Any person driving **the car** with **your** permission (as long as **your certificate of motor insurance** shows that he or she is allowed to drive **the car**). The person driving must not be excluded from driving **the car** by any **endorsement**, exception or condition.
- Any person using (but not driving) **the car**, with **your** permission, for social, domestic and pleasure purposes.
- Any passenger in, getting into or getting out of **the car**.
- Any single trailer, trailer-caravan or broken-down vehicle while it is attached to **the car** and if allowed by law.

We will also pay:

- solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction;
- legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving caused by an accident covered under this policy;
- any costs and expenses for which **your** employer or business partner is legally liable as a result of **you** using **the car** for their business;
- any other costs and expenses for which **we** have given **our** written permission; and
- emergency treatment charges set out in the Road Traffic Acts.

If the only payment **we** make is for emergency treatment charges, this will not affect **your** no claim discount.

If anyone who is insured by this section dies while they are involved in legal action, **we** will give the same cover as they had to their legal personal representatives.

What is not covered

- Any amount **we** have not agreed to in writing.
- Death of or injury to any of **your** employees during the course of their work, even if the death or injury is caused by anyone insured by this policy. However, **we** will provide the minimum cover needed under compulsory motor insurance legislation.
- Loss of or damage to property owned by or in the care of the person who is claiming cover under this section.
- Any loss of or damage to a vehicle, trailer, trailer caravan or broken-down vehicle covered by this policy.
- Any loss or damage caused while any vehicle is in a place used for the take-off, landing, parking or movement of aircraft, including the associated service roads, refuelling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come within the Customs examination area. However, **we** will provide the minimum cover needed under compulsory motor insurance legislation.
- Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at one specific time and place.
- Any amount over £1,000,000 for one pollution or contamination event.
- Any amount over £20,000,000 for any one claim or series of claims arising from one event that causes loss of or damage to property. This limit includes all costs, expenses and indirect losses.

Section H - Using your car abroad

What is covered

We will cover **your** legal liability to others while **you** are using **the car** within the European Union and any other country which has agreed to follow Article 7(2) of the EU Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (number 72/166/EEC).

You do not need an International Motor Insurance Card (Green Card) for visits to these countries.

We will also provide the cover shown on **your schedule** for up to 90 days in any **period of insurance** while **you** are using **the car** within the countries referred to above.

If **you** want to extend **your** policy to give the same cover for more than 90 days, or to a country outside the countries referred to above, **you** must:

- tell **us** before **you** leave;
- get **our** written agreement to cover **you** in the countries involved; and
- pay any premium **we** ask for.

We will also pay customs duty if **the car** is damaged and **we** decide not to return it after a valid claim on the policy.

Section I - Spanish bail bond

What is covered

A bail bond is shown on **your certificate of motor insurance**. The bail bond means **we** will pay up to £3,000 if the Spanish police hold **the car** or the driver after an accident involving **the car**.

If **we** make any payment because of the bail bond **you** must repay that payment as soon as possible.

Section J - No claim discount

What is covered

As long as a claim has not been made during the **period of insurance** immediately before **your** renewal, **we** will include a discount in **your** renewal premium. **You** may not transfer this discount to any other person.

No claim discount will not be affected if the only claims made are for a broken windscreen or windows under section B or emergency treatment charges under section G.

Section K - No claim discount protection

What is covered

You will not lose any of **your** no claim discount as long as:

- no more than two claims are made in any period of five years; and
- **you** have paid any extra premium **we** ask for.

A second claim in any five-year period will result in the loss of this policy section.

You may have to pay a higher premium or **excess** if any claims are made.

Section L - Replacement locks

What is covered

If the keys, lock transmitter or entry card for a keyless entry system of **the car** are lost or stolen, **we** will pay up to £250 towards the cost of replacing:

- all entry locks that can be opened by the missing item;
 - the lock transmitter, entry card and central locking system; and
 - the ignition and steering lock;
- as long as **we** are satisfied that any person who may have **your** keys, transmitter or card, knows the identity or garage address of **the car**.

We will also pay the reasonable cost of protecting **the car**, transporting it to the nearest repairers when necessary and delivering it after repair to **your** address.

What is not covered

We will not pay:

- The first £100 of any claim.
- If the keys, lock transmitter or entry card are either:
 - a) left in or on **the car** at the time of the loss; or
 - b) taken without **your** permission by a member of **your** immediate family or a person living in **your** home.

Policy exclusions

- 1 **We** will not cover claims arising from any of the following.
 - a **The car** being driven by someone who is not described in **your certificate of motor insurance** as entitled to drive.
 - b **The car** being driven, with **your** permission, by anyone who **you** know does not hold a driving licence or is disqualified from driving. However, **we** will still give cover if the person used to hold a licence and is allowed to hold one by law.
 - c **The car** being driven by someone who does not meet all the conditions of their driving licence.
 - d **The car** being used for a purpose that is not shown as covered in **your certificate of motor insurance**.

However, loss of or damage to **the car** is covered while **the car** is with a member of the motor trade for servicing or repair.

- 2 If **you** receive any payment for giving people lifts in **the car**, the policy is not valid if:
 - a **the car** is made or altered to carry more than eight people including the driver;
 - b **you** are carrying the passengers as part of a business of carrying passengers; or
 - c **you** are making a profit from the payments **you** receive.

- 3 **We** will not pay for loss, damage, injury or legal liability if it is caused directly or indirectly by the following.
 - a Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel.
 - b The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.
 - c Pressure waves caused by aircraft (and other flying objects) travelling at sonic or supersonic speeds.
 - d Invasion, war, revolution or any similar event.
 - e Acts of terrorism.

However, **we** will provide the cover **you** need under the Road Traffic Acts.

- 4 **We** will not pay for any loss, damage, injury or legal liability arising during an earthquake, riot or civil disturbance outside Great Britain, the Isle of Man or the Channel Islands, except under section G.
- 5 **We** will not pay for any liability **you** accept under an agreement or contract, unless **you** would have been legally liable anyway.
- 6 Any decision or action of a court which is not in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands is not covered by this policy unless the proceedings are brought or judgement is given in a foreign court because **the car** was used in that country and **we** had agreed to cover it there.

Standard endorsements

(These only apply if it says so on the **schedule**.)

I We will only pay for loss or damage caused by theft or attempted theft if the security system shown in the **schedule** was turned on and all keys and devices needed to turn the system on and off were with **you** or the person authorised to use **the car**.

M If a mileage limit is shown in the **schedule**, **you** agree that **the car** will not do more than that number of miles in any **period of insurance**. If **you** make any claim under sections A, B or C of this policy and **you** have done more than the agreed number of miles, **you** will have to pay the first £100 for every claim on top of any other amounts **you** have to pay under these sections.

Y We will not pay for any claim when **the car** is being driven by or is in the charge of anyone who is under 25 years old or anyone who does not hold a full UK or EU driving licence to drive **the car**, unless **you** have sent **us** their details and **we** have accepted them in writing.

Z We will not pay for any claims when **the car** is being driven by or is in the charge of anyone who is under 36 years old unless **you** have sent **us** their details and **we** have accepted them in writing.

Policy conditions

1 How to claim

Please phone **our** Onecall helpline as soon as possible to report the claim.

The helpline number is 08701 222020. Details of the benefits **you** will receive through **our** Onecall service are on page 5.

You must send **us** any letter, claim, writ or summons as soon as **you** receive it. **You** must also let **us** know straight away if **you** or **your** legal advisers know of any prosecution, inquest or fatal accident inquiry that might be covered under this policy.

2 Dealing with claims

You or any other person who claims under this policy must not negotiate, admit fault or make any payment, offer or promise of payment unless **you** have **our** written permission.

In order to recover any amount **we** have paid **we** can:

- carry out the defence or settlement of any claim and choose the solicitor who will act for **you** in any legal action; and
- take any legal action in **your** name or the name of any other person covered by this policy.

We can do any of these in **your** name or in the name of any person claiming under this policy.

Anyone who makes a claim under this policy must give **us** any reasonable information **we** ask for.

3 Compulsory insurance

If the law of any country says **we** must make a payment that **we** would not otherwise have paid, **you** must repay this amount to **us**.

4 Other insurance

If any incident that leads to a valid claim is covered under any other insurance policy, **we** will only pay **our** share of the claim.

5 Reasonable precautions

Anyone covered by this policy must take all reasonable steps they can to protect **the car**, and anything in or attached to it, against loss or damage. (This includes making sure that **the car** has all its windows, doors, roof openings or hood closed and locked, and all keys or devices needed to lock **the car** are with **you** or the person authorised to use **the car** when no-one is in it.)

The car must be kept in good working order. **We** may examine **the car** at any time.

6 Keeping to the terms of the policy

We will only pay claims if:

- any person claiming cover has met with all the terms of the policy, as far as they apply; and
- the declaration and information given on the **proposal** or shown in the **statement of insurance** which this contract is based on is complete and correct as far as **you** know.

7 Fraud

We will not pay any claim which is in any part fraudulent or exaggerated, or if **you**, or anyone acting for **you**, uses fraudulent means to get benefits under this policy.

8 Cancelling your policy

Our authorised agent or **we** can cancel this policy by sending **you** seven days' notice to **your** last known address. If **you** live in Northern Ireland, **we** will also send notice to the Department of the Environment for Northern Ireland. **You** must then send **your certificate of motor insurance** back to **us** and **we** will refund a proportion of the premium for the rest of the **period of insurance**.

You have 14 days from the date **you** receive the policy to cancel the cover. **You** must return the **certificate of motor insurance** to **us**. A charge of 10% of the annual premium will be due.

Policy conditions continued

After the 14 day period **you** can cancel this policy by giving us seven days' notice in writing and sending the **certificate of motor insurance** back to **us**. If there have been no claims made during the current **period of insurance** we will refund part of **your** premium.

If **we** have paid for the total loss of **the car**, **you** must pay the full annual premium and **you** will not be entitled to any refund. Where any claim was not for the total loss of **the car** we will deduct the cost of any payments made by **us** for the claim (or claims) from any refund. If the cost of the claim (or claims) is more than the annual premium, **we** will not pay any refund.

We will work out **your** refund in the first year of insurance by using the scale shown below. If the policy has been renewed, **we** will refund a percentage of the premium in proportion to the **period of insurance** left unused.

The number of months you have had the Policy	1	2	3	4	5	6	7	8 to 9	10 to 12
How much of the premium we will give back	80%	70%	60%	50%	40%	30%	20%	10%	0%

Note: Any part of a month counts as a whole month.

9 Changes you must tell us about

You must tell **us** straight away if any of the following happens.

- **You** sell **the car**, change **the car** or its registration number, or **you** get another car.
- There is any change of drivers (drivers aged 35 or under are not covered unless **we** have been given their details and accepted them in writing).
- Anyone who drives **the car** gets a motoring conviction, (including fixed penalty offences)
- Anyone who drives **the car** suffers from a medical condition.
- **You** change the purpose **the car** is used for.
- **You**, or any driver, change job or start a new job.
- **The car** is changed from the manufacturer's original specification.
- **You** take **the car** abroad for more than 90 days or outside the EU.
- **You** change **your** address or the address where **you** keep **the car** overnight.
- The details in the **schedule** change.
- **The car** is involved in an accident or fire, or someone steals, damages or tries to break into it.
- Anyone who drives **the car** is involved in any accident or has a vehicle damaged or stolen.
- **The car** is likely to go over the annual mileage limit shown in the **schedule**.
- Anyone who drives **the car** has insurance refused, cancelled or had special terms put on.

If **you** do not tell **us** any of these things, **your** policy may no longer be valid or **we** may not pay a claim.

10 Data Protection Act 1998

We may use information **we** hold about **you** to contact **you** about insurance. Information may be used by **us**, other companies in the Fortis Group, and by **our** agents and service providers acting under **our** instruction for the purpose of arranging and handling **your** insurance policy, and to make sure that any claim is settled effectively.

We may use information for research, marketing or statistical purposes. **We** will not use **your** information or pass it on to any other person for the purposes of marketing further products or services to **you**.

By accepting this insurance **you** agree to this exchange of information.



Fortis Insurance Limited

Registered Address

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Eastleigh
Hampshire
SO53 3YA

Registered Number 354568 England




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AWARDS 2004

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