

Van Guard

Insurance Policy

ONECALL Claims Helpline open 24 hours a day, 365 days a year
0845 122 3260

FORTIS 



ONECALL

0845 122 3260

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

Calls charged at local rates.

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Important information

Under policy condition 9 on page 16, you must tell us about any of the following changes straight away. If you do not tell us about these changes, your policy may no longer be valid or we may not pay your claim.

- You sell the vehicle, change the vehicle or its registration number, or get another vehicle.
- There is any change of drivers (drivers aged under 30 are not covered unless you have given us their details and we have accepted them in writing).
- Anyone who drives the vehicle gets a conviction (including fixed-penalty offences).
- Anyone who drives the vehicle suffers from a medical condition.
- You change the purpose the vehicle is used for.
- You, or any driver, change job or start a new job.
- The vehicle is changed from the manufacturer's original specification.
- You take the vehicle abroad, for more than 90 days or outside the EU.
- You change your address or the address where you keep the vehicle overnight.
- The details in the schedule change.
- The vehicle is involved in an accident or a fire, or someone steals or damages it or tries to break into it.
- Anyone who drives the vehicle is involved in any accident or has a vehicle damaged or stolen.
- There is a change to your estimated annual mileage.
- Anyone who drives the vehicle has had insurance turned down or cancelled, or had special terms put on it.

Please ask your insurance adviser or us for help if you are not sure whether certain information needs to be disclosed

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 and the registration number of the vehicle.
- 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 provide your certificate of motor insurance within five days.

- Property damage.
- Witnesses (if there are any).
- Police officers and report references.
- Full details of what happened.
- Taking photos with a camera or mobile phone can help to confirm the certain accident details.

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 page 6). 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.

Next steps

- Call the Onecall 24-hour claims helpline on 0845 122 3260 (see page 6).
- Onecall will validate your claim and discuss with you how your claim will be progressed.
- 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 vehicle before it is taken for assessment or repair.
- Please see pages 10 and 11 for details on how we will settle your claim for Section A, B or C.

Important note

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

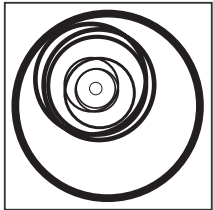
Broken windscreens and windows

If you have comprehensive cover

- Call the Fortis glassline on **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 a £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.

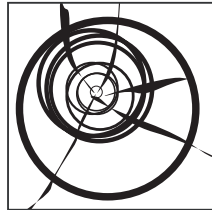
Cracks up to five centimetres (two inches) and breaks the size of a £1 coin can generally be repaired.



'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.

ONECALL 0845 122 3260

If you are calling from outside the UK please telephone +44 2380 684112

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

Calls charged at local rates.

OneCall is an incident report service with operators who can immediately confirm whether your policy covers you for your claim. 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 to improve the quality of our service and to prevent and detect fraud.

Start of the claims process

- If your vehicle 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 vehicle registration number.
- OneCall will validate your claim and discuss with you how your claim will be progressed.
- We will answer all correspondence within 5 working days of receiving it.

Repair service for an incident in the geographical limits

Message relay	We can pass messages to friends, family or colleagues.
Repairs	If damage to the vehicle is covered and it can be repaired, we will arrange for one of our approved repairers to contact you to arrange to collect the vehicle. 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 vehicle back to you.
Paying for repairs	We will pay the repair bill. All you need to do is pay any policy excess and/or VAT (if it applies) directly to our repairer when they deliver the vehicle back to you.
If the vehicle cannot be repaired	If your vehicle cannot be economically repaired, we will offer you a settlement amount within one week of the date we receive the engineer's report. Once this amount is agreed, we will send you a cheque by first-class post within one working day of receiving satisfactory vehicle documents. If your vehicle 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 (V5C) and the current MOT certificate). We will arrange for an appointed salvage agent to collect the vehicle to dispose of it. Please remember to remove all your belongings and the tax disc from the vehicle before it is collected.
Replacement vehicle – comprehensive policyholders only	<p>For comprehensive policyholders only, as a contribution to keeping you mobile, we will arrange for a supplier to provide you with a replacement vehicle for up to seven consecutive days if the vehicle is unroadworthy following an accident. The vehicle provided will be:</p> <ul style="list-style-type: none"> • a car-derived style van, where the vehicle is a light goods vehicle that weighs up to 1.8 tonnes revenue weight (the revenue weight is shown on your UK registration certificate V5C). • a panel van, where the vehicle is a light goods vehicle that weighs between 1.8 and 3.5 tonnes revenue weight (the revenue weight is shown on your UK registration certificate V5C). <p>The supplier will provide the replacement vehicle whilst the vehicle is being repaired or until we make a settlement offer because the vehicle is a total loss. The maximum duration the replacement vehicle is available for is 7 days in all circumstances.</p> <p>This service depends on a suitable replacement vehicle being available from the supplier. While we will do what we can to make a replacement vehicle available, neither we nor the supplier will be liable to pay any compensation, or provide a vehicle from another source if a suitable vehicle is not available.</p> <p>The notes above are a summary of the cover we will provide. Full details are on page 9 under section A – Damage to the vehicle.</p>

Contract of insurance

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** or **statement of fact**) and any other information **you** gave **us**. It is an offence under the Road Traffic Act to make a false statement or withhold any material information for the purposes of obtaining a **certificate of motor insurance**. Failure to disclose all material facts could render **your** insurance invalid and not give **you** the protection in the event of a claim. Material facts are those that **we** would regard as likely to influence the acceptance and assessment of this risk. If **you** are in any doubt about the facts considered material, **you** should disclose them. **We** will be happy to give **you** advice if **you** wish.

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.

Signed for and on behalf of
Fortis Insurance Limited



Mark Cliff
Managing Director

Definitions

Throughout this policy certain words and phrases are printed in **bold**. 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 vehicle is covered;
- who is allowed to drive **the vehicle**; and
- what **the vehicle** can be used for.

Dangerous goods

“**Dangerous goods**” means those detailed in:

- the Dangerous Substances (Conveyance by Road in Road Tankers and Tank Containers) Regulations 1992;
- the Carriage of Dangerous Goods (Classification Packaging and Labelling) and Use of Transportable Pressure Receptacles Regulations 1996;
- the Carriage of Explosives by Road Regulations 1996; and
- the approved List of Dangerous Substances published by the Health and Safety Executive and any similar legislation.

Endorsement

A clause that alters the cover provided by the policy.

Excess

The part of a claim **you** must pay. Sometimes more than one **excess** can apply, in which case **we** add them together.

Geographical limits

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

Market value

The cost of replacing **the vehicle** 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 **you** gave **us**, including information given on **your** behalf and verbal information **you** give prior to commencement of the policy.

Revenue weight

The **revenue weight** is shown on **your** UK registration certificate (V5C).

Schedule

The latest **schedule we** 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 vehicle** which is insured and details of any **excesses** or **endorsements**.

Statement of insurance or statement of fact

The form that shows the information **you** gave **us**, including information given on **your** behalf and verbal information **you** gave prior to commencement of the policy.

Terrorism

Terrorism as defined in the Terrorism Act 2000

The vehicle

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

Trailer

Any drawbar trailer or semi-trailer.

We, our, us

Fortis Insurance Limited.

You, your

The person or company shown under ‘Policyholder details’ or ‘Insured details’ in the **schedule**.

Your insurance adviser

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

Your cover

Section A - Damage to the vehicle

What is covered

We will pay for damage to **the vehicle** caused by accidental or malicious damage or vandalism.

We will also cover the cost of replacing or repairing **the vehicle's** audio, navigational and entertainment equipment up to one of the following amounts.

- Unlimited for equipment fitted as original equipment by the manufacturer
- £300 for any other equipment

provided this equipment is permanently fitted to **the vehicle**

Replacement vehicle cover

If **the vehicle** is not roadworthy after an accident, which has been reported to **us** and **we** have accepted a claim (not including glass), the supplier will provide a replacement vehicle, for a maximum of 7 days:

- while **the vehicle** is being repaired; or
- until **we** make a settlement offer where **the vehicle** is not economical to repair.

The supplier will provide the replacement vehicle for up to seven days in a row. During this period, **we** will insure the replacement vehicle as **the vehicle** under this policy and the same terms and conditions will apply. Any incident relating to the replacement vehicle may affect **your** no-claim discount.

You will be responsible for:

- the cost of the fuel **you** use;
- collection and delivery charges, if these apply;
- any charges for fitting accessories;
- any **excess** which would have applied to the replacement vehicle which is temporarily replaced; and
- all charges and costs where **the vehicle** is on hire for more than seven days in a row.

The replacement vehicle will be:

- a car-derived style van, where **the vehicle** is a light goods vehicle that weighs up to 1.8 tonnes **revenue weight**; or
- a panel van where **the vehicle** is a light goods vehicle that weighs between 1.8 and 3.5 tonnes **revenue weight**.

Replacement vehicles will be of standard type and will not include:

- specialised vehicles such as pick-up trucks, tippers or refrigerated vans; or
- any **trailers** or semi-trailers.

Availability of replacement vehicles

This service depends on a suitable replacement vehicle being available from the supplier.

While **we** will do what **we** can to make a replacement vehicle available, neither **we** nor the supplier will be liable to pay any compensation or to provide a vehicle from any other source if a suitable vehicle is not available.

Returning replacement vehicles

The replacement vehicle will be provided on the condition that **you** return it to the depot which provided it unless **you** have made other arrangements with the supplier.

See pages 10 and 11 for details of how **we** settle claims.

What is not covered

- a The first amount of any claim for damage to **the vehicle**, as shown in the **schedule**.
- b As well as the amount shown above, **you** must also pay one of the following:
 - i) The first £250 of any claim if the person driving or in charge of **the vehicle** at the time of the accident is under 21;
 - ii) The first £150 of any claim if the person driving or in charge of **the vehicle** 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 driving licence issued within the **geographical limits** or the European Union for at least a year.

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

- Loss of or damage to **the vehicle** caused by fire or theft.
- Loss of use of **the vehicle**.
- Loss of or damage to tools of trade, personal belongings, documents or goods.
- 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 and storage costs caused by delays, where the parts or accessories are not available from current stock within the **geographical limits**.
- 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 phone or other communication equipment.
- **The vehicle** losing value after, or because of, repairs.
- Loss of or damage to **the vehicle** resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
- Loss of or damage to **the vehicle** 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 vehicle** are with **you** or the person authorised to use **the vehicle**.
- **The vehicle** being confiscated or destroyed by or under order of any government or public or local authority.
- Loss or damage to **the vehicle** caused by an inappropriate type or grade of fuel being used
- Loss of or damage to any radar detectors.
- Loss of or damage to any audio, navigational and entertainment equipment unless this equipment is permanently fitted to **the vehicle**.
- Loss of or damage to **the vehicle** caused by a member of **your** immediate family, a person living in **your** home, employees or ex-employees taking **the vehicle** without **your** permission.

Section B - Broken windscreen and windows

What is covered

If the windscreen or any window in **the vehicle** 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 glassline (see page 5) 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 vehicle**.
- Costs of importing parts or accessories, and/or storage costs caused by delays, where the parts or accessories are not available from current stock within the **geographical limits**.
- 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.
- Mechanical, electrical, electronic or computer failures or breakdowns or breakages to sun roof and hood mechanisms
- Repair or replacement of any windscreen or window unless it is made of glass

Section C - Fire and theft

What is covered

We will pay for loss of or damage to **the vehicle** caused by fire theft or attempted theft. **We** will also cover the cost of replacing or repairing **the vehicles** audio, navigational and entertainment equipment up to one of the following amounts:

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

provided this equipment is permanently fitted to **the vehicle**

Please refer to the section below on how we settle claims.

What is not covered

- Loss of or damage to **the vehicle** 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 vehicle** are with **you** or the person authorised to use **the vehicle**.
- The first £100 of any claim.
- Loss of use of **the vehicle**.
- 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 within the **geographical limits**.
- 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 phone or other communication equipment.
- **The vehicle** losing value after, or because of, repairs.
- Loss of or damage to **the vehicle** resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
- Loss of or damage to **the vehicle** caused by a member of **your** immediate family, a person living in **your** home, employees or ex-employees taking **the vehicle** without **your** permission.
- **The vehicle** being confiscated or destroyed by or under order of any government or public or local authority.
- Loss from taking **the vehicle** and returning it to its legal owner.
- Loss or damage to **the vehicle** caused by an inappropriate type or grade of fuel being used.
- Loss of or damage to any radar detection equipment
- Loss of or damage to any audio, navigational and entertainment equipment unless this equipment is permanently fitted to **the vehicle**.

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

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

If the vehicle can be economically repaired

If **the vehicle** is repaired by one of **our** approved repairers, please see 'Repair service for an incident within the **'geographical limits'** on page 6. **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 vehicle**. Repairs made by **our** approved repairers are guaranteed for three years. **We** will also pay the reasonable costs of delivering **the vehicle** 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** an estimate for **us** to authorise and **we** may need to inspect **the vehicle**. **We** reserve the right to ask **you** to obtain alternative estimates. **You** will have to pay any policy **excess** direct to the repairer.

If **you** are registered for VAT, **you** must reduce **your** loss as far as possible by recovering VAT on the cost of repairs and replacement goods, to the extent allowed by law.

If the condition of **the vehicle** 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, including recycled parts that are similar in quality to those available from the manufacturer.

If the vehicle is a total loss

Once an engineer has inspected and assessed the **market value of the vehicle**, **we** will send **you** an offer of payment. If there is any outstanding loan on **the vehicle**, **we** may 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.

Section D - Personal accident

What is covered

If **you** or **your** husband or wife or civil partner are accidentally killed or injured while getting into, travelling in or getting out of **the vehicle**, **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 vehicle and the death or loss happens within three months of the accident.

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

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

Replacement vehicle

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

- the loss or damage happens before **the vehicle** 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 vehicle 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 vehicle** (and pay reasonable delivery charges) with a new vehicle of the same make, model and specification.

We will only do this if:

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

What is not covered

- No cover is provided under this section if the policy is held in the name of a corporate organisation, a company or a firm.
- 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 or civil partner, have more than one motor policy with **us**, **we** will only pay under one policy.
- Death of or injury to any person convicted of driving while under the influence of drink or drugs at the time of the accident.

Section E - Medical expenses

What is covered

If **you** or anyone in **the vehicle** is injured in an accident involving **the vehicle**, **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 vehicle** which are lost or damaged following an accident, a fire or theft involving **the vehicle**. **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 phone or other communication equipment.
- Money, stamps, tickets, documents and securities (such as share or bond certificates).
- Loss or damage when no-one is in **the vehicle**, unless all its windows, doors, roof openings or hood are closed and locked and all keys or devices needed to lock **the vehicle** are with **you** or the person authorised to use **the vehicle**.
- Loss of or damage to any radar detection equipment.

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 or arising out of:

- **You** using **the vehicle**.
- Goods falling from **the vehicle**.
- Loading and unloading **the vehicle**.
- Any person driving **the vehicle** with **your** permission (as long as **your certificate of motor insurance** shows that he or she is allowed to drive **the vehicle**). The person driving must not be excluded from driving **the vehicle** by any **endorsement**, exception or condition.
- Any person using (but not driving) **the vehicle**, with **your** permission, for social, domestic and pleasure purposes.
- Any passenger in, getting into or getting out of **the vehicle**.
- Any single **trailer**, trailer-caravan or broken-down vehicle while it is attached to **the vehicle** 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 vehicle** for their business;
- any other costs and expenses for which **we** have given **our** written permission; and
- charges set out in the Road Traffic Acts.

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.
- 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 amount for any one claim or series of claims arising from one event that causes loss of or damage to property while **the vehicle** is being used to carry **dangerous goods**.
- Any loss or damage caused by loading or unloading **the vehicle** when it is not on a public road.
- Any loss or damage caused by using **the vehicle**, or any machinery attached to it, as a tool of trade.
- Loss of or damage to any bridge, weighbridge, viaduct, road or surface which **the vehicle** is being driven on, or anything under the road surface, caused by vibration or by the weight of **the vehicle** or its load.
- 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 £2,000,000 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.

However we will provide the minimum cover needed under compulsory motor insurance legislation.

Section H - Using your vehicle abroad

What is covered

We will cover **your** legal liability to others while **you** or any driver covered by this policy are using **the vehicle** 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 vehicle** within the countries referred to above, for social, domestic and pleasure purposes.

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, or for business use, **you** must:

- tell **us** before **you** leave;
- get **our** written agreement to the extension of cover **you** need; and
- pay any premium **we** ask for.

We will also pay customs duty if **the vehicle** 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 £3000 if the Spanish police hold **the vehicle** or the driver after an accident involving **the vehicle**.

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 **you** have not made a claim 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.

Your no-claim discount will not be affected if the only claims **you** make are for a broken windscreen or windows under Section B or for replacement locks under Section L.

Section K - No-claim discount protection

What is covered

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

- **you** do not make more than two claims in any period of three years; and
- **you** have paid any extra premium **we** ask for.

If **you** make a second claim in any three-year period, this policy section will be removed.

You may have to pay a higher premium or **excess** if **you** make any claims.

Section L - Replacement locks

What is covered

If the keys, lock transmitter or entry card for a keyless entry system of **the vehicle** are lost or stolen, **we** will pay up to £500 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 vehicle**

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

Your no-claim discount will not be affected solely as a result of making a claim under this section.

What is not covered

We will not pay:

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

Policy exclusions

- 1 **We** will not cover claims arising directly or indirectly from any of the following:
 - **The vehicle** being driven by someone who is not described in **your certificate of motor insurance** as entitled to drive.
 - **The vehicle** 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.
 - **The vehicle** being driven by someone who does not meet all the conditions of their driving licence.
 - **The vehicle** being used for a purpose that is not shown as covered in **your certificate of motor insurance**.

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

- 3 **We** will not pay claims arising directly or indirectly from any of the following:
 - Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel.

- 4 **We** will not pay for claims arising directly or indirectly from earthquakes, riots or civil disturbances outside Great Britain, the Isle of Man or the Channel Islands, except under section G.
 - The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.
 - Pressure waves caused by aircraft (and other flying objects) travelling at or above the speed of sound.
 - War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power.
 - Acts of **terrorism**.

- 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 within the **geographical limits** is not covered by this policy unless the proceedings are brought or judgement is given in a foreign court because **the vehicle** was used in that country and **we** had agreed to cover it there.

- 7 **We** will not pay claims arising directly or indirectly from any vehicle being in a place used for aircraft taking off, landing, parking or moving, 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.

Standard endorsements

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

- I **We** will not pay for any loss or damage if any security or tracking device fitted to **the vehicle** has not been set or is not in full working order, or the network subscription for the maintenance contract of any tracking device is not current.

- Z **We** will not pay for any claims when **the vehicle** is being driven by or is in the charge of anyone who is under 30 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 0845 122 3260. Details of the benefits **you** will receive through **our** Onecall service are on page 6.

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 dealing with **your** claim, under the terms of this policy **we** may:

- defend or settle 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 vehicle**, and anything in or attached to it, against loss or damage. (This includes making sure that **the vehicle** has all its windows, doors, roof openings or hood closed and locked, and all keys or devices needed to lock **the vehicle** are with **you** or the person authorised to use **the vehicle** when no-one is in it.) **The vehicle** must be kept in good working order. **We** may examine **the vehicle** at any time.

6. Keeping to the terms of the policy

We will only pay claims if:

- any person claiming cover has met 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** or **statement of fact** 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 methods to get benefits under this policy.

8. Cancelling your policy

- **You** have 14 days from the later of the start date of the policy or the date **you** receive the policy documents to cancel the cover. **You** can cancel by phoning **your insurance adviser** and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. **You** must then return **your certificate of motor insurance** to **your insurance adviser**, as it is an offence under the Road Traffic Act not to do so. If cover has not yet started, **we** will refund any premium paid in full. If cover has started, **we** will refund a percentage of the premium in proportion to the **period of insurance** left unused, less an administration charge of £10.

If **we** have paid for the total loss of **the vehicle**, **you** must pay the full annual premium and **you** will not be entitled to any refund.

- After the 14-day period **you** can cancel this policy by phoning **your insurance adviser** and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. **You** must then return **your certificate of motor insurance** to **your insurance adviser**, as it is an offence under the Road Traffic Act not to do so. Cancelling any direct debit instruction does not mean **you** have cancelled the policy. If no claims have been made during the current **period of insurance**, **we** will refund a percentage of the premium in proportion to the **period of insurance** left unused, less an administration charge of £10.

If **we** have paid for the total loss of **the vehicle**, **you** must pay the full annual premium and **you** will not be entitled to any refund. If any claim made was not for the total loss of **the vehicle**, **we** will deduct the costs 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.

- **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 DVLNI. **You** must then return **your certificate of motor insurance** to **your insurance adviser**, as it is an offence under the Road Traffic Act not to do so. **We** will refund a percentage of the premium in proportion to the **period of insurance** left unused, less an administration charge of £10

9. Changes you must tell us about

You must tell **us** about any of the following changes straight away. If **you** do not tell **us** about these changes, **your** policy may no longer be valid or **we** may not pay **your** claim. These changes may result in a change to **your** premium and/or **excess**.

- **You** sell **the vehicle**, change **the vehicle** or its registration number, or get another vehicle.
- There is any change of drivers (drivers aged under 30 are not covered unless **you** have given **us** their details and **we** have accepted them in writing).
- Anyone who drives **the vehicle** gets a conviction, (including fixed-penalty offences).
- Anyone who drives **the vehicle** suffers from a medical condition.
- **You** change the purpose **the vehicle** is used for.
- **You**, or any driver, change job or start a new job.
- **The vehicle** is changed from the manufacturer's original specification.
- **You** take **the vehicle** abroad for more than 90 days or outside the EU.
- **You** change **your** address or the address where **you** keep **the vehicle** overnight.
- The details in the **schedule** change.
- **The vehicle** is involved in an accident or a fire, or someone steals, damages or tries to break into it.
- Anyone who drives **the vehicle** is involved in any accident or has a vehicle damaged or stolen.
- There is a change to **your** estimated annual mileage.
- Anyone who drives **the vehicle** has had insurance refused or cancelled, or has had special terms put on it.

10. Data protection notice

Please read this notice carefully as it contains important information about **our** use of **your** personal information. In this notice, **we** and **us** and **our** means the Fortis Group, which includes Fortis Insurance Limited and any holding companies, subsidiaries and other linked companies. **Your** personal information means any information **we** hold about **you** or anyone else in connection with any product or service **we** are providing to **you**.

By taking out this insurance policy, **you** confirm that **we** may use **your** personal information for the purposes explained below. **You** should show this notice to anyone else whose name **you** give to **us** in connection with **your** insurance policy, as it will also apply to them.

How we use your personal information

We will use **your** personal information to manage **your** insurance policy, including handling underwriting and claims and issuing renewal documents and providing renewal information to **your** insurance adviser.

We may also use **your** personal information and information about **your** use of **our** products and services to carry out research and analysis.

We may have to share **your** personal information with other insurers, regulatory authorities or agents providing services on our behalf.

We will only release **your** personal information to others if:

- **we** need to do this to manage **your** policy with **us**;
- **you** have given permission to receive promotional material;
- **we** need to prevent fraud ;
- **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority); or
- there are any other circumstances where **you** have given **your** permission.

If **we** change the way that **we** use **your** personal information, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

Sharing information to prevent fraud

We may share **your** personal information with operators of registers used by the insurance industry to check information that is given to **us** and prevent fraudulent claims. These include the Claims and Underwriting Exchange register, run by Insurance Database Services Limited and the Motor Insurance Anti-Fraud and Theft Register and the Motor Insurance Database. **We** may pass information relating to **your** insurance policy and any incident (such as an accident or theft), to these registers.

The Motor Insurance Database (MID) is run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA or DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing or detecting crime. If **you** are involved in an accident in the UK or abroad, other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant policy information.

Persons 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.

You can find out more about this from **us**, or at 'www.miic.org.uk'.

Dealing with others on your behalf

To help you manage **your** insurance policy, subject to passing relevant security questions, **we** will deal with **you** or **your** husband, wife or partner or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy.

Sensitive information

Some of the personal information that **we** ask **you** to provide is known as sensitive personal data. This will include information relating to **your** health, race, religion and any criminal convictions that **you** have. **We** will only use sensitive personal data about **you** to manage **your** policy and to provide the services described in **your** policy documents.

We may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud.

Further information

You are entitled to receive a copy of the information **we** hold about you. Please contact **our** Data Protection Officer, giving **your** name, address and insurance policy number. **We** are entitled to charge **you** a small administrative fee for this.

11. Law applicable to the contract

English Law will apply to this contract unless **you** and **we** agree otherwise.

12. Language

The contractual terms and conditions and other information relating to this contract will be in the English language.

What to do if you have a complaint

If **you** have experienced a problem with any part of **our** service, **we** will sort it 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** claim 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 (please include **your** policy number and claim number if appropriate).

Customer Services 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 Mark Cliff, Managing Director, 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
183 Marsh Wall
London
E14 9SR

Following the complaints procedure does not affect **your** legal rights.

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 vehicle, the first £2000 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.



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Authority

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