

Motor Guard

Insurance Policy

ONECALL Claims Helpline open 24 hours a day,
365 days a year 0845 122 3018

FORTIS 



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Important customer information

Under policy condition 9 on page 17, 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 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 develops a health condition, which requires notification to the DVLA.
- You change the purpose the car is used for.
- Anyone who drives the car changes job, starts a new job, including any part-time work, or stops work.
- The car is changed from the manufacturer's original specification.
- You take the car abroad, either for more than 90 days or outside the European Union.
- You change your address or the address where you keep the car overnight.
- Anyone who drives the car passes their driving test or has their driving licence revoked.
- The details on 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.
- There is a change to your estimated annual mileage.
- Anyone who drives the car has had insurance refused, cancelled or had special terms put on.
- There is a change of main user of the car.

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 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 page 5). 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.
- Taking photos with a camera or mobile phone can help to confirm certain accident details.

Next steps

- Call the Onecall 24-hour claims helpline on 0845 122 3018 (see page 5).
- 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 10 for details on how we settle your claim for sections A or C.

Please note

We, Fortis Insurance, are not responsible 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.

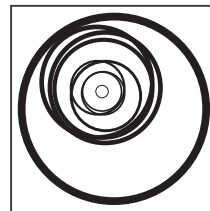
Broken windscreen and window glass

If you have comprehensive cover:

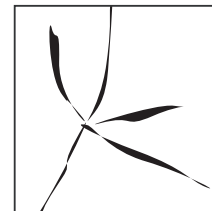
- Call **0800 174764** to arrange for the glass to be repaired or replaced. If you phone this number and use one of our chosen glass companies, cover is unlimited. If you do not, the most we will pay is £100 after taking off any excess.
- Repairing a windscreen or window instead of replacing it can save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

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

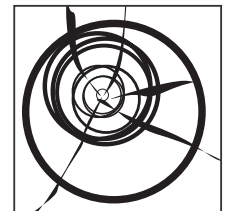
Cracks up to five centimetres (two inches) and breaks the size of a £1 coin can generally be repaired.



'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.

What to do if you need to make a claim

Call ONECALL 0845 122 3018

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

Onecall is a first-response service with operators who 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, to improve the quality of our service and to prevent and detect fraud.

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.
- We will answer all correspondence within five working days of receiving it.

Repair service for an incident within the geographical limits

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 within the geographical limits	<p>To keep you mobile, while using a Fortis repairer, you will be offered a small courtesy car while yours is being repaired.</p> <p>The repairer may, with your agreement, provide an alternative solution more suitable to your requirements.</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 to pay fines for any parking or driving offences or congestion charges, and any additional costs for any non-payment of these charges. 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	<p>If your car 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.</p> <p>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 (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 personal belongings and the tax disc from the car before it is collected.</p>

Contract of insurance

Introduction

This policy is a contract between **you** and **us**. It is not **our** intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else either any rights under this policy or 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 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



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.

If **your certificate of motor insurance** allows driving by any driver, please refer to **your schedule** for any restrictions that may apply.

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

Schedule

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

Statement of insurance or statement of fact

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

Terrorism

Terrorism as defined in the Terrorism Act 2000.

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

Registered address:

Fortis House

Tollgate

Eastleigh

Hampshire

SO53 3YA

Registered number 354568 England

Financial Services Authority number 202039

You, your

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

Your insurance adviser

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

Your cover

Section A - Damage to the car

What is covered

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

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

- £1,000 for equipment fitted as original equipment by the manufacturer; or
 - £300 for any other equipment,
- provided this equipment is permanently fitted to **the car**.

If **the car** is not roadworthy after an accident, which has been reported to **us** and **we** have accepted the claim (not including glass), **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, within the **geographical limits** only, **we** will offer **you** a small courtesy car, free of charge, while **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.

The repairer may, with **your** agreement, provide an alternative solution more suitable to **your** requirements.

See page 10 for details of 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 **excesses** shown in the **schedule**; and
 - 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; or
 - b) The first £250 of any claim if the person driving or in charge of **the car** at the time of the 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 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 within the **geographical limits**.
- Any amount over the cost shown in the manufacturer's latest price guide, plus reasonable fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- Loss of or damage to telephone or other communication 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.
- **The car** being confiscated or destroyed by or under order of any government or public or local authority.
- Loss of or damage to any radar detection equipment.
- Loss of or damage to any audio, navigation and entertainment equipment unless this equipment is permanently fitted to **the car**.
- 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.

Section B - Broken windscreen and window glass

What is covered

If the windscreen or any window glass 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 within the **geographical limits**.
- Any amount over the cost shown in the manufacturer's latest price guide, plus reasonable fitting costs, for any lost or damaged parts or accessories if such 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 car** caused by fire, theft or attempted theft.

We will also cover the cost of replacing or repairing **the car's** audio, navigation and entertainment 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, provided this equipment is permanently fitted to **the car**.

See page 10 for details of 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 within the **geographical limits**.
- Any amount over the cost shown in the manufacturer's latest price guide, plus reasonable fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- Loss of or damage to telephone or other communication 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.
- Loss of or damage to any radar detection equipment.
- Loss of or damage to any audio, navigation and entertainment equipment unless this equipment is permanently fitted to **the car**.

How we will settle your claim under sections A 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 Repair service for an incident within the **geographical limits**' 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** an estimate for **us** to authorise and **we** may need to inspect **the car**. **We** reserve the right to ask **you** to obtain alternative estimates.

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, including recycled 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** 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.

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**. It is an offence under the Road Traffic Act not to return the **certificate of motor insurance**.

By purchasing this policy **you** agree that **we** can handle **your** claim in this way.

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
- **you** have owned **the car** (or it has been hired to **you** under a hire-purchase agreement) since it was first registered as new; 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); and
- **the car** was supplied as new within the **geographical limits**.

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 within the **geographical limits**; 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	What is not covered
<p>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 car (or any other private car that you do not own), we will pay the following:</p> <ul style="list-style-type: none"> • 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. <p>We will only pay these amounts if the cause of the death or injury is an accident involving a car and the death or loss happens within three months of the accident.</p> <p>This cover also applies to any passenger who is getting into, travelling in or getting out of the car (as long as there is a passenger seat for that person).</p>	<ul style="list-style-type: none"> • 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 convicted of driving while under the influence of drink or drugs at the time of the accident. • 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.

Section E - Medical expenses

What is covered	What is not covered
<p>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.</p>	<ul style="list-style-type: none"> • No cover is provided under this section if the policy is held in the name of a corporate organisation, a company or a firm.

Section F - Personal belongings

What is covered	What is not covered
<p>We will cover personal belongings in the car that 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.</p>	<ul style="list-style-type: none"> • More than £100 for each incident. • Any goods, tools or samples that are carried as part of any trade or business. • Loss of or damage to telephone 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 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. • 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:

Cover for you

- **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, provided that:
 - **your** current **certificate of motor insurance** allows **you** to do so; and
 - **you** have the owner's permission to do so; and
 - **you** still have **the car** and it has not been damaged beyond economical repair nor been stolen and not recovered; and
 - the motor car is registered within the **geographical limits**; and
 - **you** are not using the motor car outside of the **geographical limits**; and
 - **you** are not insured under any other insurance to drive the motor car; and
 - there is a current and valid policy of insurance held for that motor car in accordance with the Road Traffic Acts.
- **You** using **the car** to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to **the car** and if allowed by law, provided it is not being towed for hire or reward.

Cover for other people

- 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 person using **the car**, with **your** permission, to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to **the car** and if allowed by law, provided it is not being towed for hire or reward.

We will also pay:

- solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or magistrates court (including a court of equal status in any country within the **geographical limits**);
- 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
- 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, caravan or broken-down vehicle covered by this policy.
 - 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 million, for one pollution or contamination event.
 - Any amount over £20 million, exclusive of costs and expenses, for any one claim or series of claims arising from one event that causes loss of or damage to property, including any indirect loss or damage.
 - Any amount over £5 million for all costs and expenses, for any one claim or series of claims arising from one event that causes loss of or damage to property.
- However, **we** will provide the minimum cover needed under compulsory motor insurance legislation.

Section H - Using your car abroad

What is covered

We will cover **you** legal liability to others while **you** or any driver covered by this policy 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 Liberties 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.

We may agree to extend the cover for more than 90 days as long as:

- **the car** is taxed and registered within the **geographical limits**; and
- **your** main permanent home is within the **geographical limits**; and
- **your** visit abroad is only temporary; and
- **you** tell **us** before you leave; and
- **you** pay any premium **we** ask for.

If **you** want to extend **your** policy to give the same cover 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.

If **we** agree to **your** request, **we** will issue **you** with an International Motor Insurance Card (Green Card) as legal evidence of this cover.

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.

What is not covered

- If **your certificate of motor insurance** allows **you** to drive any other vehicle, that cover does not apply outside of the **geographical limits**.

Section I - Spanish bail bond

What is covered

A bail bond may be shown on **your certificate of motor insurance**. If this is not shown and **you** ask **us**, **we** will issue a bail bond, which 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.

If a claim is made during the **period of insurance**, the discount will be stepped back in accordance with **our** current scale. **You** may also have to pay a higher **excess**.

Your no claim discount will not be affected if the only claims made are for a broken windscreen or window glass 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:

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

After a second claim is made in any three-year period, this policy section will no longer apply and any further claims will result in the loss of no claim discount.

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 £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 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.

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

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

However, this exclusion will not apply 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:
 - **the car** is made or altered to carry more than eight 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.
 - The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.
 4. **We** will not pay 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.
 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 a judgement is given in a foreign court because **the car** 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 motor car being 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 or any part of airport premises to which the public does not have vehicular access.
- 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 car** 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.
- 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 driving licence, issued within the **geographical limits** or the European Union, 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 0845 122 3018. 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 dealing with any claim under the terms of this policy **we** may:

- 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** 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 means 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 car**, **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 car**, **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 car**, **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 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** develops a health condition, which requires notification to the DVLA.
- **You** change the purpose **the car** is used for.
- Anyone who drives **the car** changes job, starts a new job, including any part-time work, or stops work.
- **The car** is changed from the manufacturer's original specification.
- **You** take **the car** abroad, either for more than 90 days or outside the European Union.
- **You** change **your** address or the address where **you** keep **the car** overnight.
- Anyone who drives **the car** passes their driving test or has their driving licence revoked.
- 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.
- There is a change to **your** estimated annual mileage.
- Anyone who drives **the car** has insurance refused, cancelled or had special terms put on.
- There is a change of main user of **the car**.

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, **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 this out as quickly and fairly as possible.

What you should do first

- If **you** 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 (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 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, 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 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.



the definitive mark of achievement



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Email: talkback@fortis.com
Website: www.fortisinsurance.co.uk

Registered number 354568

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