Your Car Insurance Guide (Driveaway)

Ford Insure

In the event of an incident please call us immediately so we can help. 0333 777 7324

What to do in the event of an incident

We know it can be stressful if **you** or **your vehicle** are involved in an accident, so here are **our** helpful hints and tips of what to do if **you** are ever involved in an accident:

1. Keep calm

Accidents are stressful, **we** are here to help!

2. Move to a safe location

Make sure **you**, **your** passengers and **your vehicle** are safe. Providing it is safe to do so, move **your vehicle** to a safe location away from flowing traffic to avoid any further incidents.

3. Call 999

If anyone has been injured, call the emergency services straight away on 999. It is really important to prioritise the safety of **you** and anyone else involved in the accident.

4. Swap details

It is important to take the following details from all those involved:

- name
- vehicle registrations, make and models
- telephone number
- address
- insurance details
- any injuries
- contact details of any witnesses.

5. Do not take the blame

Even if **you** think the accident was **your** fault, do not take the blame. **Our** job is to investigate who is at fault for **you**.

6. Take photos

If possible and safe, take photos of all the vehicles involved, including **your** own, the accident location and any road markings.

7. Contact us to recover your vehicle

We will arrange for **your vehicle** to be collected from the accident site and deliver it to either an approved repairer, **your** home or a safe place of storage, within a 30-mile radius. **You** and **your** passengers will also be moved away from the accident site to the nearest local amenity, if it's not safe.

8. Let us look after you

You can either give **us** a ring on **0333 777 7324** or visit fordinsure.co.uk/claims/ to register **your** claim online as soon as it is safe to do so. The sooner **you** get in touch, the quicker we can help **you**! Even if **you** do not intend on making a claim, but there is a likelihood another person involved will, please notify **us** within 48 hours. **Our** claims handlers are experts in their field and will go the extra mile to get the best result for **you**.

Welcome to Ford Insure

This guide describes **your** contract of insurance. Please read it carefully along with **your**:

- Certificate of Motor Insurance: the document that is evidence **you** have insurance that complies with the **Road Traffic Act** and shows who can drive the insured vehicle and what it can be used for
- Motor Proposal Confirmation: the document that records the information **you** gave at the start or renewal of **your** policy
- Policy Schedule: this document shows the insured vehicle, **your** level of cover and **your excess** details.

Your contract of insurance has been arranged for **you** by EUI Limited. **You** will enter into two separate agreements.

The first is an intermediary agreement with EUI Limited who are responsible for arranging and administering **your** insurance policy. This is set out in 'Your Agreement with EUI' and covers EUI's services, fees and charges.

The second agreement is this contract of insurance with the authorised insurers. The authorised insurers have agreed to cover **you**, subject to the terms and conditions contained in this document, against any liability, loss, or damage that arises due to the use of **your vehicle** during a **period of insurance**. The authorised insurers' details appear on **your** Certificate of Motor Insurance.

To make things easier, **you** only need to contact **us** to arrange everything with the authorised insurers on **your** behalf.

Several Liability Notice

Your cover is provided by three authorised insurers, who have agreed to cover an agreed share of the costs should a claim arise. No individual insurer is liable for any amount beyond their agreed share, but collectively **your** insurance cover will amount to 100%.

Governing law

Unless **we** have agreed otherwise with **you**, this insurance is governed by English Law and all communication shall be conducted in English.

Rights of third parties

This contract is between **you** and the authorised insurers. Nobody else has any rights they can enforce under this contract, including under the Contract (Rights of Third Parties) Act 1999, except those under the **Road Traffic Act**.

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Your cover at a glance

Your comprehensive policy meets the demands and needs of those who want to be insured against third party claims that arise from the use of their vehicle, for accidental damage and damage caused by fire or theft.

All sections of this book apply.

Definitions

Whenever the following words are bold in this book, they will have the meaning given below:

Automated vehicle A vehicle legally allowed to drive itself in Great Britain as defined by the Automated and Electric Vehicle Act 2018.

Autonomous mode A mode which allows the vehicle to drive itself legally, as allowed under the Automated and Electric Vehicles Act 2018.

Cyber act A malicious or criminal act affecting any computer system of a motor vehicle, including but not limited to: computer virus, hacking, denial of service or unauthorised access, corruption or deletion of data.

Cyber incident An error, failure or unavailability affecting any computer system used by a motor vehicle.

Electric vehicle A vehicle powered by only electricity, and which is charged from an external source.

Excess The amount **you** must pay towards any claim. **Your excess** details are shown on **your** Policy Schedule.

Hazardous goods Any substance within the United Nations Hazard Classes (including any sub-division):

1. Explosives
2. Gases
3. Flammable liquids
4. Flammable solids
5. Oxidizing substances
6. Toxic and infectious substances
8. Corrosives
9. Miscellaneous.

Hazardous location Power stations, nuclear installations or establishments, refineries, bulk storage or production premises in the oil, gas or chemical industries or in the explosive, ammunition or pyrotechnic industries, Ministry of Defence premises and military bases, rail trackside or airport – other than on any road or parking area designated for employee or visitor parking.

Market value The cost of replacing **your vehicle**; with a similar make, model, age, mileage and condition.

Modifications **Modifications** are any changes to the way the vehicle looks, functions or drives, including any changes to support a disability or relating to **your** profession or business.

Partner **Your** spouse, civil partner or a person **you** permanently live with at the same address, sharing financial responsibilities, as if **you** were married to them.

Period of insurance The length of time covered by this insurance, as shown on **your** current Certificate of Motor Insurance.

Private motor vehicle A motor car manufactured to carry up to eight passengers, which is designed solely for private use and has not been constructed or adapted to carry goods or loads.

Road Traffic Act(s)/ Road Traffic Law(s) Any acts, laws or regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Safety-critical software Software updates which, if not installed, would mean it was unsafe to use **your vehicle** without the updates being installed.

Definitions (cont.)

Territorial limits	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, including travel between any of these.
We, us, our and Ford Insure	EUI Limited.
You, your, policyholder	The person named as the **policyholder** on **your** current Certificate of Motor Insurance.
Your vehicle	The vehicle displayed on the current Certificate of Motor Insurance, including its standard accessories and optional extras included by the manufacturer.

Section 1: Liability to other people

1.1. Using your vehicle

You will be covered if **you** or anyone named on **your** Certificate of Motor Insurance cause an accident resulting in:

- another person's death or injury
- damage to another person's property – third party property damage losses are limited to £20,000,000 per event.

Towing a trailer

You get the cover described in this section while **your vehicle** is towing a single trailer or broken-down vehicle. Please note damage to the trailer or broken-down vehicle or any items carried in them are not covered.

Business use

If **your** Certificate of Motor Insurance includes business use, the cover described in this section extends to liabilities that arise from when **you** use **your vehicle** for the purposes of **your** employment.

Cover for emergency medical treatment

We will pay for emergency treatment fees as set out in the **Road Traffic Act**.

Liability for charging cables

You get the cover described in this section if the charging cable connected to **your vehicle** caused an injury or any property damage to a third party.

2. Cover for other people

We will also provide cover under section 1.1 for:

- anyone named on **your** current Certificate of Motor Insurance, if they are driving with **your** permission
- any passenger in **your vehicle**
- anyone who is getting into or out of **your vehicle**.

3. Driving other cars

This policy does not include cover to drive other vehicles. **You** are only covered to drive the vehicle that appears on **your** current Certificate of Motor Insurance.

4. Automated vehicles

If **your vehicle** is an **automated vehicle**, this section is designed to let **you** know how **your** policy will work in the event of a claim.

The cover in this section only applies to an **automated vehicle** used in Great Britain.

1. If **your automated vehicle** causes an accident on a road or other public place whilst in **autonomous mode**

We will cover:

- injuries or death of any person (including **you** or any other person named on **your** Certificate of Motor insurance using the **automated vehicle** with **your** permission)
- damage to any property

We will not cover:

- Accidents which take place outside of Great Britain

Section 1: Liability to other people (cont.)

- Unlawful use of an **automated vehicle**
- Any loss or injury caused by a failure to install **safety-critical software** updates that **you** or any other person named on **your** Certificate of Motor Insurance knows or ought to have reasonably known are **safety-critical software**
- Any loss or injury caused by alterations to **your vehicle's** software by **you** or any other person named on **your** Certificate of Motor Insurance, or with the insured person's knowledge
- Claims for damage to **your vehicle**. (If **you** are covered by Section 2, **you** may be able to make a separate claim for damage to **your vehicle**)
- Property which is owned or under the care of **you** or any other person named on **your** Certificate of Motor Insurance using **your vehicle** at the time of the accident.

You may be covered for some of these exclusions under other sections of **your** policy please check **your** policy carefully. If **you** have any questions, please get in touch.

2. If **your vehicle** is involved in an accident whilst not in **autonomous mode** please see the cover provided by 1.1.

3. **You** must:

- Keep **your vehicle's safety-critical software** up to date
- Use and maintain **your vehicle** software in line with the manufacturer's instructions
- Not alter **your vehicle** in any way against the manufacturer's instructions

Failure to do so may affect the amount **you** are able to claim or result in **your** claim being refused.

If an accident occurs as a direct result of:

- failure to install **safety-critical software** updates; and/or
- alterations to **safety-critical software**

any amount paid by **us** can be recovered from any person who knew or ought to have known of the failure to keep **your vehicle's safety-critical software** up to date or who knew of the alterations to **your vehicle's** software.

5. What is not covered

1. Death or injury to anyone while they are working with or for the driver or **policyholder** of the vehicle except as required by **Road Traffic Law**
2. Any property in **your vehicle**
3. Any property which belongs to or is in the care of the driver of **your vehicle**
4. Liability of more than £1,200,000 per event where loss or damage to third party property is caused or contributed to by the carriage of **hazardous goods**.

6. Third Party Cover

Your policy provides the minimum cover **you** need to comply with **Road Traffic Law** for civil liability to other people while **your vehicle** is used in any country which is a member of the European Union, Andorra, Iceland, Liechtenstein, Norway, Serbia and Switzerland.

We will only provide the minimum insurance needed to comply with the **Road Traffic Law** in the country where **your vehicle** is being used.

Section 2: Damage to your vehicle

1. Cover for your vehicle

If **your vehicle** is lost or damaged due to:

- an accident
- vandalism
- fire or lightning
- theft or attempted theft

you will be covered for damage to:

- **your vehicle**
- **your vehicle's** audio, visual or electronic equipment, as long as it is permanently fitted to **your vehicle**:
  - Manufacturer equipment is covered in full.
  - Aftermarket equipment is covered up to £1,250 or the **market value** of **your vehicle**, whichever is lower.

2. Electric Vehicles

If **you** have an **electric vehicle we** will also provide cover for **your vehicle's**:

- charging cables
- battery

3. Uninsured Driver Promise

If **you** are involved in an accident with an uninsured driver and it was not **your** fault, **your** No Claims Bonus will not be reduced, providing **you** can supply the make, model and registration number of the vehicle.

If **your** claim is not settled when **your** renewal is due, **your** No Claims Bonus may be reduced, and **you** may have to pay a higher price. However, once **we** confirm the uninsured driver was at fault, **we** will reinstate **your** No Claims Bonus and refund any additional premium **you** have paid as a result of **your** No Claims Bonus being reduced.

Once **your** claim is settled, **we** will refund any **excess you** have paid.

4. Lost or stolen keys

If **you** lose **your vehicle's** keys, or any other ignition device, or they are stolen from somewhere other than **your vehicle**, **we** will pay up to £500 towards the cost of replacing the locks and keys.

Once **we** agree to **your** claim, **you** must pay to have **your** locks and keys replaced and **we** will reimburse **you** up to £500.

If **you** only claim under this benefit, **you** do not have to pay an **excess** and **your** No Claims Bonus will not be affected.

5. We will not pay:

1. The **excess** shown on **your** current Policy Schedule
2. For loss of or damage to **your vehicle**, where possession of it is gained by deception
3. For damage caused to **your vehicle** by driving it after an accident, unless necessary for safety
4. For wear and tear

Section 2: Damage to your vehicle (cont.)

5. For pre-accident damage or damage unrelated to the current loss
6. For any loss or damage caused by mechanical, electrical, electronic, **cyber incident**, computer failure, breakdown, breakage or malfunction
7. For any loss in the **market value** of **your vehicle** as a result of it being damaged or stolen
8. To replace or repair any **modifications**. Please read in conjunction with General condition 12
9. For any loss or damage caused by using the incorrect type of fuel or failing to keep the correct amount of lubricant in **your vehicle**
10. For any loss or damage to **your vehicle** caused or contributed to by the carriage of **hazardous goods**
11. For loss or damage if **your vehicle** has been seized or destroyed by any Government, Public or Local Authority.

6. Damage Repair Process (within territorial limits)

If the damage to **your vehicle** is covered and it cannot be driven safely from the accident site, **we** will:

- collect **your vehicle** from the accident site and deliver it to either an approved repairer, **your** home or a safe place of storage
- move **you** and **your** passengers away from the accident site, if it is not safe, to the nearest local amenity
- provide priority service and speedy repair of **your vehicle** at an authorised Ford Repair Centre.

If **you** do not want **your vehicle** recovered after an accident, **you** are responsible for keeping it safe until it is repaired. **We** will pay reasonable charges for safeguarding **your vehicle** and getting it to and from the repairers. It is important **you** tell **us** as soon as possible where **your vehicle** is, or **you** will be responsible for any charges.

An authorised Ford Repair Centre, **our** approved repairers or another company instructed by **Ford Insure** will:

- arrange collection and re-delivery of **your vehicle**
- as an additional benefit to **your** policy, give **you** a courtesy car while **your vehicle** is being repaired.

All repairs carried out by an authorised Ford Repair Centre or **our** approved repairers are guaranteed for as long as **you** own the vehicle. Any parts used during the repair are covered under the manufacturer's guarantee. In the unlikely event the repairs are considered unsatisfactory, the approved repairer will have the option to rectify their work. Should the repairs still be considered unsatisfactory, **you** may use another repairer providing **we** agree for the work to be carried out.

If **you** do not wish to use an authorised Ford Repair Centre or **our** approved repairers **we** will be unable to provide **you** with a courtesy car. **You** will need to give **us** an estimate from **your** preferred repairer. If **we** think the estimate is unreasonable, **we** can:

- arrange for **your vehicle** to be moved to **our** approved repairer
- ask **you** to give an estimate from another repairer.

Section 2: Damage to your vehicle (cont.)

IMPORTANT

If **we** instruct an authorised Ford Repair Centre, approved repairer or another company to provide **you** with a courtesy car, it will be covered under **your** insurance policy. A courtesy car will not be provided until the repairs have been authorised.

A courtesy car will not be provided if **your vehicle** is:

- stolen
- outside **our territorial limits**
- beyond economic repair
- repaired by an unapproved repairer.

We cannot guarantee the courtesy car will be adapted to any special needs or disability.

If a courtesy car is given it can only be used within the **territorial limits**.

The courtesy car is not intended to be a like for like replacement for **your vehicle**. It will typically be a small hatchback.

Paying your Excess

If **you** are making a claim, **you** will need to pay **your excess**. Please see **your** Policy Schedule which will tell **you** what **your excess** is. Please remember **your excess** will be the total of **your** voluntary and compulsory **excess**. The **excess** can be different for each driver so please make sure **you** read this carefully.

If **your vehicle** is being repaired, **you** will need to pay **your excess** to the approved repairer.

If **your vehicle** has been written off or stolen and unrecovered, **we** will deduct **your excess** from any claim settlement.

What we will pay

We will decide how to settle **your** claim and will either pay:

- to repair **your vehicle**
- a cash sum to replace the damaged vehicle.

If **we** give **you** a cash sum, the most **we** will pay is the **market value** of the vehicle. Should **we** deem **your vehicle** repairable but are unable to complete or guarantee the repairs, **we** will offer **you** a cash sum to cover reasonable costs of parts and labour.

We will repair **your vehicle** with parts made by the vehicle's manufacturer. **Your** settlement may be reduced, or **you** may be asked to contribute towards the repair costs, if the parts being replaced were already worn or damaged. If **your vehicle's** ADAS (Advanced Driver Assistance System) needs to be recalibrated as a result of any repairs, **we** will also cover these costs. If any parts are no longer available, **we** will pay the cost shown in the manufacturer's latest price guide together with reasonable fitting costs.

A decision will be made based on the garage/engineer's recommendation.

If **your vehicle** is subject to a hire purchase agreement, **we** will pay any money owed to that company first and then pay any remaining money to **you**.

If **your vehicle** is on lease or contract hire, **we** will pay the lease or contract hire company either the **market value** of the vehicle, or the amount required to settle the agreement, whichever is less.

Section 3: Windscreen damage

1. Cover for your windscreen

If there has not been any other loss or damage, **we** will pay to:

- repair or replace broken glass in **your vehicle's** windscreen, windows or sunroof
- repair any scratches on the bodywork caused by the broken glass.

If **we** need to replace any glass, **we** may use glass which is not provided by the vehicle's manufacturer but is of a similar standard and quality. If no glass available and it cannot be reasonably sourced, **we** will pay the cost shown in the manufacturer's latest price guide, together with reasonable fitting costs.

When required **we** will also cover the costs to recalibrate **your vehicle's** ADAS (Advanced Driver Assistance System) after the replacement of **your** windscreen.

If the repair or replacement is not arranged through **our** glass helpline, and costs more than **your excess**, **we** will pay up to:

- £25 for each glass repair
- £50 for each glass replacement.

2. What is not covered

1. The **excess** shown on **your** current Policy Schedule
2. The replacement of the hood/roof structure of a convertible car
3. Any windscreens or windows not made of glass e.g. Perspex
4. **We** will not pay more than the **market value** of the vehicle at the time of loss
5. **We** will not provide a courtesy car..

Section 4: Extra cover

1. Personal Injury Benefits

If **you** or **your partner** are accidentally injured as a result of a road traffic accident in **your vehicle**, **we** will pay the injured person [or their legal representatives] £5,000 if within three months of the accident the accident causes the injured person:

- death
- permanent blindness in one or both eyes
- total loss of one or more limbs.

The most payable in one **period of insurance** is £5,000. If **you**, or **your partner** have more than one policy with **us**, **we** will only pay out under one policy.

2. Personal belongings

If **you** are claiming under Section 2 **we** will pay up to £200 for **your** personal belongings if they are damaged or stolen.

If **your vehicle** is a campervan, the amount **you** can claim for personal belongings is increased up to £500 to include cover for fixtures and fittings.

2a. What is not covered

1. Money, credit or debit cards, stamps, tickets, vouchers or documents
2. Goods or samples carried in connection with any trade or business
3. Any property insured under another policy
4. Property in convertible car, unless the property was locked in the boot or glove compartment.

3. Child equipment

If **you** are claiming under Section 2 **we** will pay to replace a stolen or damaged child car seat or pushchair. **You** can claim up to an additional £50 for loss or damage to any children's accessories.

4. New vehicle replacement

If **your vehicle** is less than 12 months old and it is:

- stolen and unrecovered
- damaged and the cost of repair is more than 59% of the current UK list price (including VAT).

We will replace **your vehicle** with one of the same model and specification. **We** will only replace If **your vehicle** if:

- **you** are the first registered keeper, or if **you** are the second registered keeper of **your vehicle**, providing it was first registered to the dealership where it was bought and had covered less than 50 miles.
- the original purchase invoice is available
- it was originally purchased within the **territorial limits**
- it was purchased under an agreement where ownership was passed to **you**
- anyone with a financial interest agrees to settle the claim in this way.

If **you** do not want **us** to replace **your vehicle** or a vehicle of the same model and specification is not available from UK stock and **we** are unable to gain a cost to replace **your vehicle** the most **we** will pay is **your** original purchase price stated on the invoice. After **your** claim is settled the lost or damaged vehicle becomes **our** property.

Section 4: Extra cover (cont.)

What is not covered

- campervans.

5. Wallboxes

We will pay up to £1,000 towards the replacement of a wallbox which **you** use to charge **your electric vehicle** if it is damaged due to:

- An accident
- Vandalism
- Fire
- Theft

You will need to arrange a new wallbox and installation. **We** will reimburse **you** once **you** have provided **us** with a receipt or invoice. If **you** only claim under this benefit, **you** do not have to pay an **excess** and **your** No Claims Bonus will not be affected.

What is not covered:

1. Any wallbox attached to any communal space, public property or commercial property.
2. Wear and tear
3. Any issues covered by **your** warranty for the wallbox
4. Any damage which **you** are already covered for under another policy

6. Out of charge recovery

If **you** have an **electric vehicle** and completely run out of charge, **we** will recover **you** and **your vehicle** to a location of **your** choosing. This includes to the nearest charging point, **your** home address or another destination. This benefit is only available in the United Kingdom and the Channel Islands.

How it works:

The free recovery service is provided by the Automobile Association Developments Limited (The AA) on **our** behalf. However this is not AA membership.

We recommend saving the number below into **your** mobile phone/device so it's to hand if **your vehicle** runs out of charge.

Please call **0330 102 6751**.

You will be asked for the following information:

- **your** telephone number so **we** can call **you** back.
- **your vehicle** details (the registration, make, model, colour and any specifics that may help **us** locate **you** quicker)
- **your** location (and **your vehicle's** location if separate)

We will take **your** details and ask **you** to remain by the telephone **you** are calling from however, **you** will need to be with **your vehicle** at the estimated time the patrol will arrive. Once the patrol arrives at the scene, please listen to their safety advice and instructions. If **you** have animals with **you**, they need to be secure. **Our** patrols are there to help, **we** will refuse service if **you** or **your** passengers are being obstructive, threatening or abusive.

If **your vehicle** runs out of charge on a motorway where **you** have no means of contacting **us** or are unaware of **your** location, please use the nearest SOS box. **You** will need to advise the Emergency Services of **our** telephone

Section 4: Extra cover (cont.)

number, they will then contact **us** to arrange assistance. If the Police or Highways Agency is present at the scene, please advise them that **you** have contacted **us** or give them **our** telephone number to call **us** on **your** behalf.

You may be asked to sign documentation during the recovery, please make sure **you** read them. If **you** do not sign them, it may mean **we** are unable to offer further help.

What is not covered:

1. Costs for charging the vehicle when recovered to a charging point.
2. A second or subsequent callout after the vehicle has already been recovered in respect of the same out of charge.
3. Repair and labour costs other than the callout service from **our** patrol.
4. The cost of food, drink, telephone calls or other incidentals.
5. The recovery of a child under 16 years of age unless they are accompanied at all times by an adult, excluding the patrol personnel.
6. Fines and penalties imposed by courts, including but not limited to parking tickets.
7. Any charges where **you** or the Emergency Services arrange recovery or repairs by other means unless **we** have agreed to reimburse **you**.
8. Ferry and Toll charges.
9. Overloading of the vehicle or carrying more passengers than it is designed to carry. **We** will not be liable for and will not recover any passengers beyond the legal carrying capacity of **your vehicle**.
10. Recovery where **your vehicle** is not accessible or cannot be transported safely and legally using a standard recovery vehicle or requires specialist equipment or where **your vehicle** is off road.
11. Any costs or expenses not authorised by **our** staff. **We** will only reimburse **you** when **we** receive a valid invoice or receipt.
12. Storage charges.
13. Any losses, costs or damages which **you** suffer as a result of **your** inability to continue **your** journey.
14. A callout where the vehicle has been involved in an accident or following theft, fire or vandalism.
15. Recovery from **hazardous location**s.
16. Assistance if the vehicle is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
17. Recovery of **your vehicle** when (a) carrying a load in an unsafe, insecure or illegal condition or manner or where any of **your vehicle's** weight limitations have been exceeded or (b) **you** are driving on unsuitable ground.
18. Where there is a caravan or trailer attached to the vehicle and (a) the gross vehicle weight exceeds 3.5 tonnes (3,500kg) or (b) the vehicle width exceeds 8ft 3in (2.55m) excluding any mirrors.

General exceptions

We will not pay for any loss, damage or liability directly or indirectly caused or contributed to by:

1. **Your vehicle** being:

a. used by a person or for any purpose not shown on **your** current Certificate of Motor Insurance

b. driven by anyone who does not hold a valid driving licence or who is breaking the conditions of their licence

c. taken or driven without **your** consent by a named driver or someone who normally lives with **you** as part of **your** household

d. used for criminal purposes (including avoiding lawful apprehension)

e. used for a deliberate or reckless act with the intention of:

   i. self-harm or suicide

   ii. causing damage or fear of damage to other vehicles or property

   iii. causing injury or fear of injury to any person.

f. used on the Nürburgring Nordschleife or any racetrack, circuit or prepared course

g. used for any formal or informal race, whether prearranged or not

h. used to participate in any test, competition or organised motoring event

i. rented out or used for a peer to peer hire scheme

j. used while carrying passengers in an unsafe, insecure or illegal manner, including but not limited to, carrying them in the cargo area of **your vehicle**

k. used to carry a load in an unsafe, insecure or illegal condition or manner or where any of **your vehicle's** weight limitations have been exceeded.

l. used if **you** have opted not to have **your** ADAS (Advanced Driver Assistance System) recalibrated when it has been previously required or recommended.

2. An agreement **you** have made under another contract

3. The loss of use of **your vehicle**

4. Radiation, radioactive contamination or other dangerous properties of any nuclear device, component or material.

5. Terrorism, war, civil war, warlike operations (whether or not war is declared), invasion, act of foreign enemy, hostilities, mutiny, military uprising, insurrection, rebellion, revolution, riot, civil commotion (assuming its proportions amount to a popular rising), military or usurped power, nationalisation or any act of any person or group whether acting alone or in connection with a government or organisation which was committed for a political, religious, ideological or similar purpose with the intention influencing an economy, government, country or state or to put the public in fear

6. The use of a vehicle principally used for the carriage, transportation or delivery of **hazardous goods**

7. Using **your vehicle** in a **hazardous location**

8. The use of **your vehicle** as a public emergency service, military or law enforcement vehicles

9. A load seeping or spilling in or from **your vehicle** that causes pollution or contamination

10. A **cyber act** affecting **your vehicle**

11. Loss of, corruption, or access to data due to a **cyber incident** or **cyber act**

General conditions

1. Your duties

The cover in this policy is valid providing:

- **you** or any other insured person have kept to all the terms and conditions of the policy
- the information confirmed on **your** current Motor Proposal Confirmation and when registering a claim is true and complete.

2. Notifying us of an incident

If **you** or **your vehicle** are involved in any type of incident, regardless of fault, **you** must:

- tell **us** about it within 48 hours
- immediately report any incident involving malicious damage, theft or deliberate fire to the police and:
  - support them in their investigation and any prosecution against the person responsible
  - give **us** a Crime Reference Number within 24 hours, that relates to the incident **you** are reporting.
- give **us** all the information and documentation that **we** consider necessary to deal with **your** claim and policy. Please read in conjunction with General condition 17
- send **us** any court documentation **you** receive in connection with the incident as soon as **you** receive it, including any claim form, writ, summons or bill
- tell **us** at once if **you** are charged with an offence or get any notice of prosecution, inquest or fatal enquiry
- give **us** a witness statement when requested
- co-operate with **our** investigation.

Failure to comply with the above could result in the claim being refused and/or **your** policy being cancelled.

You must not attempt to negotiate the settlement of the claim unless **we** have given **you** written permission.

Defending or settling a claim

We are entitled to:

- conduct the investigation, defence and settlement of any claim on **your** behalf
- inspect **your vehicle** at any reasonable time **we** ask
- bring a claim in **your** name against any third party responsible for any loss or damage
- arrange for the repair of **your vehicle** and keep any amount **we** recover from the other insurer for the repair.
- if **we**, **our** approved repairers or another company instructed by **us** have provided **you** with a courtesy car, **we** will be entitled to any amount **we** are able to recover from a third party for the cost of providing **you** with a courtesy car.

If **your vehicle** is a total loss **we** can also:

- stop cover immediately and cancel **your** policy
- take possession of **your vehicle** if **we** settle **your** claim on a total loss basis (the vehicle will become **our** property in those circumstances).

3. Care of your vehicle

You and any other insured person must:

- protect **your vehicle** from loss or damage
- make sure **your vehicle** is roadworthy

General conditions (cont.)

- if applicable, make sure **your vehicle** has a current MOT certificate
- remove and secure any keys or device that allows access to **your vehicle**, if it is left unoccupied
- update **your vehicle's** software when prompted by the vehicle's manufacturer
- only download software from a source approved by **your vehicle's** manufacturer
- only modify the vehicle software in accordance with the manufacturer's instructions

Failure to comply with the above could result in the claim being refused and/or **your** policy being cancelled.

If an incident happens, which is directly or indirectly caused or contributed to by any of the following:

- the inappropriate conduct of the driver
- the condition of **your vehicle**
- **your vehicle** being left unlocked or unsecured.

No cover under the policy will be given and instead **our** responsibility will be restricted to meeting the obligations as required by **Road Traffic Law**.

4. Cancelling your policy

Your cancellation rights

You can cancel a policy immediately, or from a future date. **You** cannot cancel a policy from an earlier date.

Our cancellation rights

We can cancel **your** policy at any time by sending seven days' notice in writing to **your** last known address if:

- **you** break any of the following General conditions: 2,3,9,11,14, 15,16 or 17
- **you** ignore or fail to comply with any of the General exceptions
- **you** fail to respond to written requests for information or documentation
- **you** harass or use abusive or threatening behaviour towards **our** staff.

We may also cancel **your** policy with immediate effect if **you** break and of the following General conditions: 2, 9 or 15

6. Right of recovery

If an incident occurs which is not covered by this policy and **we** are required by the law of any country to make a payment, **we** can recover that amount from **you** or any other insured person.

7. Other insurance

We will not pay a claim if any loss, damage or liability covered under this policy is also covered under any other insurance. This does not apply to the personal injury benefit, please see Section 4: Extra cover.

8. Car sharing

We will not cover any loss where **your vehicle** is used for the carriage of passengers for hire or reward. **You** can accept money for fuel if:

- **your vehicle** is not made or adapted to carry more than eight passengers
- **you** are not carrying passengers as customers of a passenger-carrying business
- **you** do not make a profit from carrying the passengers.

General conditions (cont.)

9. Fraud and misrepresentation

You must always answer **our** questions honestly and provide true and accurate information. If **you**, any other insured person, or anyone acting on **your** behalf, provides:

- false, incomplete, exaggerated or misleading information, or
- false, altered, forged or stolen documents,

We will do one or more of the following things:

• change **your** policy to show the correct information, and change the premium accordingly

• cancel **your** policy immediately

• declare **your** policy void

• refuse to pay any claim or only pay part of a claim

• keep the premium **you** have paid

• recover any costs from **you** or any other insured person

• cancel or void any other EUI policies **you** are connected with.

10. The Policy Administrator

All policies must have a policy administrator. The policy administrator must be the **policyholder** within the current policy term and will be **our** primary point of contact.

The policy administrator:

- will have access to all documentation, information and personal data relating to all drivers on this policy
- can make any changes to all parts of the policy.

11. Drink and drugs clause

If an accident happens while any insured person is driving and:

- is found to be over the legal limit for alcohol or drugs
- is driving while unfit through drink or drugs, whether prescribed or otherwise
- fails to provide a sample of breath, blood or urine when required to do so, without lawful reason.

No cover under the policy will be given and instead, liability will be restricted to meeting the obligations as required by **Road Traffic Law** and **we** will cancel **your** policy.

12. Standard parts replacement

Your policy does not cover **modifications**.

If **you** make a claim for loss or damage to **your vehicle**, provided it is economical to do so, **we** will only pay the cost of replacing parts needed for **your vehicle** to meet the manufacturer's specification along with any optional extras and/or disability adaptations.

Any adaptations made to assist a disability are only covered if they have been declared and **we** agreed to cover them.

General conditions (cont.)

13. Instructions

It is **our** policy to deal with **your** spouse, **partner**, parent and any other person who is named on **your** insurance. If **you** would like someone else to deal with **your** policy on **your** behalf, please let **us** know.

If **you** need to report an incident and make a claim, **we** will only be able to discuss and take instructions from **you** and anyone else who is named as a driver on the vehicle involved. If **you** would like someone else to be able to deal with the incident on **your** behalf, please discuss this with the Claims Department.

14. Residency

You will only get the cover set out in this policy while **you** have a permanent residence within the **territorial limits**.

If **you** do not have a residence within the **territorial limits**, **we** will cancel **your** policy.

15. Changes in circumstances

You must tell **us** if any information on **your** Motor Proposal Confirmation changes.

If **you** request a change and **we** are unable to continue cover, **your** policy will be cancelled.

On some occasions **we** may change the information from the date **you** were obliged to tell **us**.

Failure to keep **your** information up to date could affect **your** ability, or the amount **you** are able to claim. If **your** information differs significantly it could result in **your** policy being declared void.

Please tell us immediately if:

- **you** sell **your vehicle**
- **you** no longer have a residence within the **territorial limits**
- any driver on **your** policy has been disqualified from driving or their driving licence status changes
- **you** or any driver on **your** policy have had any accidents, incidents, thefts, losses or claims (regardless of blame)
- **you** change **your** address
- **you** change **your vehicle** is kept overnight
- **you** change **your** email address
- if **you** are going to change **your vehicle's** registration number.

17. Requests for information

You must respond to all requests for documentation during **your period of insurance** and during the administration of a claim.

You may be asked to provide:

- documents to confirm the details on **your** Motor Proposal Confirmation
- documents, data and other media relating to **your vehicle** or claim
- financial statements and utility bills
- receipts and invoices
- documents, data and other records to validate **your** claim

General conditions (cont.)

- driving licence information
- proof of **your** No Claims Bonus
- travel documents
- proof of alternative insurance.

Failure to supply this information when requested will result in **your** claim being refused and/or **your** policy being cancelled.

18. Motor trade

This policy is not to be used to facilitate the purchase, sale, rental or recovery of any vehicle:

- for profit or
- in connection with a trade or business.

Failure to comply with the above could result in the claim being refused and/or **your** policy being cancelled.

Comments and Complaints

At **Ford Insure**, **we** are committed to providing the best possible service. However, **we** understand there may be times when **we** do not meet **your** expectations. **We** want **you** to let **us** know straight away if **you** are unhappy. **We** will always do **our** best to resolve any complaint fairly.

How to make a complaint

We understand that making a complaint can be stressful in itself. That's why **we** want **you** to be able to complain in any way **you** choose.

Complaint about your policy

Complaint Manager, **Ford Insure**, Ty Admiral, David Street, Cardiff CF10 2AA.

Tel: **0333 777 7327**
Email: customerassurance@fordinsure.co.uk
Fax: 0330 333 5886

Complaint about your claim

Claims Quality Manager, **Ford Insure** Claims Department, Ty Admiral, David Street, Cardiff CF10 2AA.

Tel: **0333 777 7327**
Email: claimsquality@fordinsure.co.uk
Fax: 0333 222 5770

Whichever method **you** choose, a member of staff fully trained in complaint handling will deal with **your** complaint.

How to escalate your complaint

If **we** have given **you our** final response and **you** are still unhappy, or more than 8 weeks have passed since **we** received **your** original complaint, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS). Their details are as follows:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

www.financial-ombudsman.org.uk

Tel: **0800 0 234 567**
Or: **0300 123 9 123**
Email: complaint.info@financial-ombudsman.org.uk

For more information about how **we** handle complaints, please call **us** and ask for a copy of 'Our Guide to Handling your Complaint'.

Privacy and Security Statement

Confidentiality and disclosure of your data

Please view **our** full privacy statement at https://www.admiral.com/**your**-privacy-and-security which will help **you** understand how **we** collect, use and protect **your** personal data. If **you** have any questions about how **your** data may be used or would like a written copy of **our** privacy statement, please phone **our** customer loyalty department, or write to **us** at **Ford Insure** Driveaway, Ty Admiral, David Street, Cardiff, CF10 2EH. If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

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