

FORD **INSURE**

FORD **PRIVATE CAR POLICY**



Go Further

Contact us

Customer services

(for general enquiries)
0344 693 6730

Lines open

Monday to Friday 8am - 8pm
Saturday - 9am - 4pm

Email

service@ford-insure.co.uk

Write

Ford Insure
Europa House
Midland Way
Thornbury
Bristol
BS35 2JX

Or visit us online at

www.ford-insure.co.uk

Claims

If **you** need to make a claim, please refer to **your Policy Schedule** for **your insurer's** telephone number.

You may find it useful to store this number in **your** mobile phone.

Ford Insure claims service provides **you** with the following:

- Experienced claims handlers at the end of the telephone 24 hours a day, 365 days a year;
- No need to complete a claim form;
- Priority service and speedy repair of **Your Car** at a Ford Accident Repair Centre;
- If **Your Car** can be repaired by a Ford Accident Repair Centre, they will provide **you** with use of a Class A motor car whilst **Your Car** is being repaired for an insured event; and
- All repairs are guaranteed for 5 years.

Windscreen Claims

0800 011 3853

Important

This document provides details of your Policy and the terms and conditions that apply. Please read it carefully and keep it in a safe place.

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Welcome to Ford Insure.

At Ford Insure we are committed to providing a first class service for our customers.

When you deal with us, you can be sure everything will be simple and straightforward. You will have direct access to knowledgeable, friendly staff at our UK Contact Centre who will give you a quick and efficient service.

Should you need further details or have any questions, Ford Insure will be delighted to help.

Introduction

This is **your** Ford Insure Private Car **Policy**. It is made up of several parts which must be read together as they form **your** contract.

Please take time to read all parts of this **Policy** to make sure they meet **your** needs, and that **you** understand the cover provided, and the general exclusions and general conditions that apply. If **you** wish to change anything or if there is anything **you** do not understand, or any statement is incorrect, please let Ford Insure know immediately.

The parts of this **Policy** are:

- this introduction; the General definitions; the Cover provided; the General exclusions and General conditions, all of which apply to all sections of this **Policy**;
- the **Schedule**, which includes all **Endorsements** applied to this **Policy** while it is in force;
- the **Certificate of Motor Insurance**; and
- the **Statement of Facts**.

Any word or expression in this **Policy** which has a specific meaning has the same meaning wherever it appears in this **Policy**. These words are highlighted in bold.

Your insurer will insure **you** in accordance with and subject to the terms of this **Policy**, in consideration of the payment to **your insurer** of the premium for the **Period of Insurance**.

Financial Services Compensation Scheme

If **your insurer** is unable to meet its liabilities **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

Changes to your circumstances

Please tell Ford Insure about any changes that may affect **your Policy** cover.

There are some changes that **you** should tell Ford Insure about before they happen, for example, if **you** intend to change **Your Car** or if **you** wish to include other drivers.

Please refer to General Condition 11 of this policy.

If **we** are not informed of any changes or corrections this may affect **your** ability to claim under **your Policy**.

General definitions

The terms below have their meaning shown next to them and appear in bold throughout **your Policy** or **Schedule**.

Certificate of Motor Insurance

The document issued by **us** showing that this **Policy** provides the cover **you** need by law to comply with the relevant United Kingdom and European Traffic laws. It shows who is entitled to drive **Your Car** and the purposes for which **Your Car** can be used.

Endorsement

Changes to the terms and conditions of **your Policy** which will be shown in **your Schedule**.

Excess/Excesses

The amount **you** will have to pay if **you** make a claim regardless of who was to blame. The **Excess** amounts are shown in this **Policy** but other additional **Excesses** may be shown in **your Schedule**.

Market Value

The cost of replacing **Your Car** at the time of the loss or damage, taking into account its make, model, specification, age, mileage and condition.

Period of Insurance

The period **you** are covered for as shown on **your Certificate of Motor Insurance** and **Schedule**.

Policy

The contract of insurance between **you** and **us**.

Prejudicial Claim

Any claim made against **your Policy** that has either resulted in **us** making a payment and **we** are not able to recover the full amount of this payment, or a claim that is outstanding and responsibility for the claim has not been decided.

Schedule

A document which includes **your** details and specifies the cover provided by **your Policy** and any **Endorsements** applying to **your Policy**.

Statement of Facts

A record of the information **you** have provided **us** with.

Territorial Limits

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland and the Vatican City.

It also includes travelling between these countries by air, rail or sea, including loading and unloading.

We, us, our, insurer

The insurance company as specified in the **Schedule** and the **Certificate of Motor Insurance** on whose behalf this insurance document is issued.

You, your, yourself

The insured named on the **Schedule**.

Your Car

Any car and accessories in, on or attached to it, as described in paragraph 1 of **your Certificate of Motor Insurance** or **your Policy Schedule**.

Your Partner

The person **you** are legally married to, have entered a legal Civil Partnership with, or who lives with **you** at the same address in a common law relationship.

Cover provided

Cover under **your Policy** is comprehensive and all sections apply unless **your Schedule** shows **Endorsements** saying otherwise.

The General exclusions and General conditions at the back of this **Policy** apply to all sections.

Section 1 – Your liability to others

What is covered	What is not covered
<p>1a Cover we provide for you</p> <p>We will pay all the amounts you legally have to pay as a result of using Your Car and any trailer, caravan or vehicle being towed by it if you:</p> <ul style="list-style-type: none"> • cause the accidental death of, or bodily injury to, any person; or • cause accidental damage to anyone's property. <p>In respect of accidental damage to property we will not pay any more than £20,000,000 including all costs (or any higher amount or any higher limit provided for by local legislation in territories outside the United Kingdom but within the Territorial Limits) for any one occurrence or series of occurrences arising from one cause.</p> <p>1b Driving other cars</p> <p>If your current Certificate of Motor Insurance includes driving other cars, this Policy provides the same cover as 1a above when you are driving any other car provided:</p> <ul style="list-style-type: none"> • You do not own or have not hired the car under a hire purchase or lease hire agreement; • The car must have valid cover in force under another insurance policy; • You have the owner's permission to drive the car; • The car is being driven in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; • You are 25 years of age or over; • You are not a company, business or partnership; and • The car is being used within the limitations of use shown in your current Certificate of Motor Insurance. 	<p>Liability for causing the death of, or bodily injury to, any employee in the course of their employment by anyone insured by this Policy, unless cover is compulsory under motor insurance legislation within the Territorial Limits of this Policy.</p> <p>Liability for loss of, or damage to, property which belongs to, or is held in trust by you, or is in your care, custody or control.</p> <p>Liability for loss of, or damage to, property which belongs to, is held in trust by, or is in the care, custody or control of, anyone you allow to drive Your Car and who is entitled to drive by your current Certificate of Motor Insurance.</p> <p>Liability for loss of, or damage to, a car being driven by you under section 1b 'Driving other cars'</p> <p>Liability incurred by anyone covered under any other insurance.</p> <p>Liability caused by using Your Car on any part of an aerodrome, airport, airfield or military base where aircraft can go.</p> <p>Loss of, or damage to, any trailer, caravan or vehicle being towed by Your Car.</p>

What is covered	What is not covered
<p>2 Cover we provide for other people</p> <p>We will cover the following people for legal liabilities to others:</p> <ul style="list-style-type: none"> ▪ Anyone you allow to drive or use Your Car as long as they are entitled to drive by your current Certificate of Motor Insurance and your Schedule and are using Your Car within the limitations of use specified in your Certificate of Motor Insurance; ▪ Anyone travelling in, getting into or out of Your Car; and ▪ The employer of anyone you allow to drive or use Your Car, as long as they are entitled to drive and this use is covered by your current Certificate of Motor Insurance. <p>3 Your legally appointed representatives</p> <p>After the death of anyone who is insured under this Policy, we will protect that person's estate against any liability they had if that liability is insured under this Policy.</p> <p>4 Legal fees and expenses</p> <p>If there is an accident insured under this Policy we will, subject to our written agreement, arrange and pay for:</p> <ul style="list-style-type: none"> ▪ a solicitor or barrister to represent anyone insured under this Policy at a coroner's inquest or criminal court; and ▪ defending anyone insured under this Policy if they are charged with manslaughter or causing death by careless, reckless or dangerous driving. <p>5 Emergency medical treatment</p> <p>If there is an accident insured by this Policy, we will pay for emergency medical treatment which is required under any compulsory motor insurance legislation.</p>	

Section 2 – Loss of, or damage to, Your Car

What is covered	What is not covered												
<p>Damage to Your Car</p> <p>We will, at your request, pay for:</p> <ul style="list-style-type: none"> loss of, or damage to, Your Car up to the Market Value of Your Car. If we repair Your Car, we will endeavour to use parts supplied by the original manufacturer; the cost of replacing a child's car seat fitted in Your Car with a new one of the same or similar model; the cost of draining Your Car's fuel tank due to accidental misfuelling and repairing any damage caused to Your Car's engine as a consequence of it; the cost of protecting and removing Your Car to the nearest Ford Accident Repair Centre (or other repairer if your vehicle is not a Ford) and the cost of delivering Your Car back to you after it has been repaired as long as your home is in the United Kingdom, Channel Islands or the Isle of Man; and the replacement or repair of Your Car's windscreen, windows or sunroof. <p>Replacing Your Car</p> <p>We will, at your request, replace Your Car with a new one of the same make, model and specification, if Your Car is:</p> <ul style="list-style-type: none"> stolen and not recovered within 28 days of you reporting the theft to us; or damaged to the extent that the cost of repair is more than 50% of the price of an identical new car at the time of loss or damage (based on the manufacturers last United Kingdom list price). <p>We will only do this if:</p> <ul style="list-style-type: none"> you have owned Your Car (or it has been hired to you under a hire-purchase agreement or Personal Contract Hire agreement) since it was first registered as new; the loss or damage happens before Your Car is one year old; we have your permission or the hire-purchase company's permission to replace Your Car; and Your Car is in current production and available in the United Kingdom. 	<p>Accidental Damage Excess</p> <p>If your claim is not for fire, explosion, theft, attempted theft, malicious damage or windscreen you will have to pay the Excess shown in the category of driver table below. These Excesses are additional to any other Excess that may apply (if there are any, this will be shown in your Schedule under the heading 'Endorsements - Damage Excess');</p> <p>Category of driver</p> <table border="1"> <thead> <tr> <th>Driver's Age</th> <th>Experienced</th> <th>Inexperienced*</th> </tr> </thead> <tbody> <tr> <td>17 to 20</td> <td>£350</td> <td>£350</td> </tr> <tr> <td>21 to 24</td> <td>£250</td> <td>£350</td> </tr> <tr> <td>25 or over</td> <td>£120</td> <td>£250</td> </tr> </tbody> </table> <p>* An inexperienced driver is someone who has not held a full licence issued in the European Union, Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man for at least one year.</p> <p>Fire, Theft and Malicious Damage Excess</p> <p>You will have to pay the first £120 of any claim made for fire, explosion, theft, attempted theft or malicious damage.</p> <p>Windscreen Excess</p> <p>If your claim is only for repair or replacement of Your Car's windscreen, windows or sunroof, or for bodywork scratched as a direct result of a damaged windscreen, window or sunroof, you will have to pay the first:</p> <ul style="list-style-type: none"> Nil for repair using our approved repairer Autoglass; £75 for replacement using our approved repairer Autoglass; or £100 for repair or replacement using any other repairer. <p>Loss or damage to Your Car</p> <p>Loss of, or damage to, Your Car following theft or attempted theft, if at the time of the loss or damage Your Car was unoccupied with the ignition key or other removable ignition device left in or on Your Car.</p> <p>Loss of Your Car resulting from fraud or deception, or by using any counterfeit form of payment which a bank or building society will not authorise.</p>	Driver's Age	Experienced	Inexperienced*	17 to 20	£350	£350	21 to 24	£250	£350	25 or over	£120	£250
Driver's Age	Experienced	Inexperienced*											
17 to 20	£350	£350											
21 to 24	£250	£350											
25 or over	£120	£250											

What is covered	What is not covered
<p>If Your Car is on lease hire, hire purchase or Personal Contract Hire, we may be required to pay the owner for damage to Your Car. In that event, our payment will be in full and final settlement of our liability under this section.</p> <p>Obsolete and spare parts</p> <p>If any part or accessory is not available, the most we will pay for that part will be the cost shown in the manufacturers last United Kingdom price list, plus a fitting cost.</p> <p>If the part is not listed in the manufacturers last United Kingdom price list, we will pay the cost of an equivalent part plus the fitting cost.</p> <p>If no equivalent part is listed the most we will pay is £250.</p> <p>Salvage</p> <p>If we are going to settle your claim by replacing Your Car, or by paying you the Market Value, Your Car will become our property.</p> <p>If Your Car has a personalised registration you may retain this subject to DVLA (Driver and Vehicle Licensing Agency) or the DVA (Driver and Vehicle Agency) (Northern Ireland) rules and regulations.</p>	<p>Any amount over £750 for loss of, or damage to, audio, communication, navigational, or in-car entertainment equipment unless it is standard equipment or a manufacturer fitted optional extra for Your Car when built. Such equipment must be permanently and securely fitted to Your Car and operated by Your Car's electrical system only.</p> <p>Loss of use, wear and tear, deterioration, depreciation, or any loss or damage which happens gradually.</p> <p>Mechanical, electrical, electronic or computer failures, breakdowns or breakages.</p> <p>The cost of reinstating or replacing data of any type that was held in or stored on any equipment in Your Car.</p> <p>Damage to tyres caused by braking, punctures, cuts or bursts.</p> <p>Damage or destruction due to pressure waves caused by aircraft or other flying objects.</p> <p>Loss of value following repairs to Your Car.</p> <p>Loss of use of Your Car or other indirect loss.</p> <p>Loss or damage arising from confiscation, requisition or destruction of Your Car by, or under order of, any government, Public or Local Authority.</p> <p>Any damage caused deliberately by you or anyone else insured under this Policy.</p> <p>Any loss or damage as a result of theft of or the unauthorised taking of Your Car by a family member or anyone who lives with you, unless you report them to the police for taking Your Car without your consent.</p>

Section 3 – Medical expenses

Following an accident involving **Your Car** we will pay:

- medical, surgical and dental fees up to £200 for each person; and
- veterinary fees up to £200 for each domestic pet (for a maximum of two pets),

if they are injured while travelling in **Your Car**.

We will also pay **you** £30 a day for up to 30 days if **you** have to stay in hospital.

Section 4 – Personal belongings

What is covered	What is not covered
<p>We will pay, at your request, up to:</p> <ul style="list-style-type: none"> • £200 for personal belongings; and • £200 for wheelchairs, prams, children's push chairs, buggies and carrycots, <p>while in or on Your Car if they are lost or damaged by an accident, fire, theft or attempted theft.</p>	<p>We will not pay for loss of, or damage to:</p> <ul style="list-style-type: none"> • money including cash, cheque books, credit, debit, cheque and loyalty cards; • tickets, vouchers, documents or securities (financial certificates such as shares and bonds); • lottery tickets and scratchcards; • jewellery including watches; • mobile phones; or <p>goods, samples or business equipment which you or any person insured by this Policy carry in connection with any trade or business.</p> <p>We will not pay for any loss following theft or attempted theft if Your Car was unoccupied at the time of the loss, unless:</p> <ul style="list-style-type: none"> • Your Car was locked and the ignition key or other removable ignition device was not in or on Your Car, or • your personal belongings were stolen from the locked boot of Your Car if Your Car is a convertible.

Section 5 – If you or Your Partner are involved in an accident

What is covered	What is not covered
<p>If you or Your Partner are in an accident while travelling in Your Car or getting into or out of any motor car, and this is the only cause of death or bodily injury to you or Your Partner, we will pay £5,000 per person if you or Your Partner die, suffer the total and permanent loss of sight in one or both eyes, or lose any limbs.</p> <p>We will only pay for one benefit for death or injury to each person for any one injury in any one Period of Insurance.</p>	<p>Death or loss of sight or limb if this happens more than 3 months after the accident;</p> <p>Any loss under this section if you are a business or partnership;</p> <p>Deliberately injuring yourself or Your Partner;</p> <p>Suicide or attempted suicide; or</p> <p>Any injury caused by being under the influence of drugs or alcohol to a level which would be a driving offence in the country where the accident happens.</p>

Section 6 – Replacement locks

We will cover the cost of changing the locks on **Your Car** if the keys, transmitter or immobiliser key have been lost or stolen, provided **you** report the loss to the police within 24 hours of discovery.

The maximum **we** will pay for any one claim is £500.

Section 7 – Foreign travel

This **Policy** provides the minimum cover **you** need by law to use **Your Car** in the following countries:

Territorial Limits: Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland and the Vatican City.

It also includes travelling between these countries by air, rail or sea, including loading and unloading.

Where the level of cover in any European Community Member State is less than that provided by the legal requirements of the United Kingdom, the level of cover that applies in the United Kingdom will apply in that Member State.

This **Policy** also provides the cover shown in the **Schedule** in any country in the **Territorial Limits**, as long as:

- **Your Car** is otherwise permanently kept in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- **Your** main permanent address is in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; and
- **Your** visits are only temporary and do not exceed 90 days in any one **Period of Insurance**.

We will pay any customs duty if **Your Car** is damaged and **we** cannot return it to Great Britain, Northern Ireland, the Channel Islands or the Isle of Man after a claim covered by this **Policy**.

Section 8 – No Claim Discount

Where there have been no **prejudicial claims** made under this **Policy** during the **Period of Insurance**, we will adjust the no claim discount (NCD) on **your** premium when **you** renew **your Policy** as shown in the table below.

NCD years at inception or last year's renewal	NCD years at next renewal if you do not claim
0	1
1	2
2	3
3	4
4	5
5	6
6	7
7	8
8	9
9+	9+

Where there has been a **prejudicial claim** made under this **Policy**, **your** no claim discount may be affected as shown in the table below.

If **you** have not chosen to protect **your** no claim discount, each claim in the **period of insurance** will reduce the discount by two years.

NCD years at inception or last year's renewal	NCD years at next renewal without no claim discount protection			
	Prejudicial claims since inception or renewal			
	None	1	2	3 or more
0	1	0	0	0
1	2	0	0	0
2	3	0	0	0
3	4	1	0	0
4	5	2	0	0
5	6	3	1	0
6	7	3	1	0
7	8	3	1	0
8	9	3	1	0
9+	9+	3	1	0

If **you** have chosen to protect **your** no claim discount and have paid an extra premium for this, **we** will not reduce **your** discount when **you** renew **your Policy** if **you** have only made one claim. If **you** make more than one claim in the **period of insurance your** NCD will be reduced by two years for each additional claim made.

NCD years at inception or last year's renewal	NCD years at next renewal with no claim discount protection				
	Prejudicial claims since inception or renewal				
	None	1	2	3	4 or more
0	1	n/a	n/a	n/a	n/a
1	2	n/a	n/a	n/a	n/a
2	3	n/a	n/a	n/a	n/a
3	4	n/a	n/a	n/a	n/a
4	5	4	2	0	0
5	6	5	3	1	0
6	7	6	3	1	0
7	8	7	3	1	0
8	9	8	3	1	0
9+	9+	9+	3	1	0

You will not be able to protect **your** NCD if **you** have earned less than 4 years NCD at the beginning of the **period of insurance**.

We will give **you** a no claim discount as long as the insurance has been in force for 12 months and that each renewal period is for a further 12 months.

Claims that will not reduce your no claim discount

- Claims **we** pay solely for a broken windscreen or windows, or for repairing scratched paintwork directly caused by broken glass; and
- Claims made due to an accident with an uninsured driver, provided that **you** are able to meet the conditions of Section 11 – Uninsured Drivers, please see page 13 for further details.

Section 9 – Emergency accommodation and travel expenses

We will pay **you**, and any person travelling in **Your Car**, up to £50 per person for any overnight accommodation, or to travel home if **Your Car** is stolen or damaged as a result of

an accident covered under this **Policy**. The maximum we will pay for any one claim is £250.

Section 10 – Loss of vehicle licence

Following the total loss of **Your Car** due to an event covered by this **Policy**, we will pay **you** the unused portion of the road fund licence if

you are unable to make a recovery from the Licensing Authorities.

Section 11 – Uninsured drivers

If **you** make a claim following an accident and the driver of the other vehicle is not insured, **you** will not lose **your** no claim discount or have to pay any **Excess** as a result of that accident, provided:

- **we** establish that the accident is not **your** fault; and
- **you** are able to provide details of the other vehicle's make, model and registration number and the name and address of the person driving the other vehicle.

You may have to pay **your Excess** when **you** first claim and **you** may also temporarily lose **your** no claim discount. If subsequently **we** are satisfied that the accident was not **your** fault, **we** will repay **your Excess**, reinstate **your** no claim discount and refund any premium which may be due to **you**.

Section 12 – Luggage trailer

What is covered	What is not covered
We will pay up to £250 under Section 2 (Loss of, or damage to, Your Car) of this Policy for loss or damage to a luggage trailer, whether or not it is attached to Your Car at the time of the accident or loss.	Any damage caused deliberately by you or anyone else insured under this Policy .

Customer Complaints

At Ford Insure, our aim is to get everything right, first time, every time. If a mistake is made we will put it right quickly. To start the process of investigating a complaint all **you** need to do is phone, email or send a letter to the contact details below:

Telephone: 0344 693 6731

Email: customer.relations@ford-insure.co.uk

**Write to: Ford Insure
Europa House
Midland Way, Thornbury
Bristol BS35 2JX**

Once **your** complaint has been received it will be treated with the highest importance.

Within five working days we will:

- Confirm that we've received **your** complaint:
- Give **you** the name of the person who is dealing with the complaint. They will have been fully trained to investigate and resolve it professionally, and they will be **your** main contact throughout the process.

We will try to deal with **your** complaint straight away, but if we need to investigate further in order to resolve the problem:

- Within four weeks we will aim to give **you** a final response to the complaint, with all the reasons for the actions or decisions, along with details of the Financial Ombudsman Service; or
- Explain why it is not yet possible to give **you** a final response, and let **you** know when we will be ready to do so.

We hope that our response will never exceed eight weeks but if we have not provided a full response within this time we will explain why it has not been possible to give **you** a final response, and let **you** know when we will be ready to do so.

If we are unable to resolve the problem we will provide **you** with information about the Financial Ombudsman Service which offers a free, independent complaint resolution service.

You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.

If **you** do not refer **your** complaint in time, the Ombudsman will not have our permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk

Telephone: 0800 0234567 or 0300 1239123

Email: complaint.info@financial-ombudsman.org.uk

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If **you** choose to submit **your** complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit ec.europa.eu/odr to access the Online Dispute Resolution Service. Please quote our e-mail address: customer.relations@ford-insure.co.uk

However if **your** complaint relates to a claim, please contact **your** insurer directly using the details provided in **your** Policy Schedule

Using our complaints procedure or contacting the Financial Ombudsman Service does not affect **your** legal rights.

General exclusions applying to all parts of this Policy

This Policy does not cover the following.

1 We will not cover loss or damage or legal liability directly or indirectly caused by:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

2 We will not cover loss, damage, injury or liability as a result of:

- earthquake;
- underground fire; or
- war, invasion, revolution or any similar event.

However, **we** will provide the cover **you** need to meet the requirements of any compulsory insurance legislation in force within the **Territorial Limits** of this **Policy**.

3 We will not cover any claim or damage arising while **Your Car** is being:

- driven by anyone who is not mentioned in the “Person or classes of persons entitled to drive” section noted in **your** current **Certificate of Motor Insurance**,
- used for a purpose which is not permitted by **your** current **Certificate of Motor Insurance**,

- driven by anyone who does not have a valid and current licence to drive **Your Car**,
- driven by anyone who is not complying with the terms and conditions of their licence, or
- driven by anyone who does not have the appropriate licence for the type of vehicle.

However, this exclusion does not apply to:

- claims under Section 2 (Loss of, or damage to, **Your Car**); and
- the cover given to **you** (and to no other person) under Section 1 (**Your** liability to others)

while **Your Car** is being used without **your** authority or by a motor trader for servicing or repair.

4 We will not cover any loss, damage or liability caused by riot or civil commotion outside England, Scotland, Wales, the Channel Islands or the Isle of Man unless **we** have to meet any compulsory motor insurance legislation.

5 We will not cover loss, damage, liability, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

For the purpose of this exception an act of terrorism means;

- the use, or threatened use, of biological, chemical and/or nuclear force by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear; and
- any act deemed by the government to be an act of terrorism.

6 We will not cover any loss damage or liability caused directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden individual, unintentional and unexpected incident which entirely takes place at a specific time and location during the **Period of Insurance**.

All pollution or contamination which results out of one incident shall be considered to have occurred at the time the incident took place. This exclusion shall not apply where **we** have to meet the requirements of any compulsory motor insurance legislation in force within the **Territorial Limits** of this **Policy**.

7 Loss damage or liability arising out of or as a result of any agreement or contract **you** have entered into.

8 We will not pay more than **our** legal liability under compulsory motor insurance legislation for any claim, if the driver of **Your Car**, at the time of the accident

- is found to be over the permitted limit for alcohol
- is unfit to drive 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

If **we** are obliged to make a payment in such circumstances **we** reserve the right to seek to recover any such amounts from **you** or the driver of **Your Car**.

General conditions applying to this Policy

1 Premiums

You must pay the premium or any agreed instalment when required.

If the premium for this **Policy** is paid by instalments and in the event **you** fail to pay one or more instalments, whether in full or in part, we may cancel the **Policy** by giving **you** 14 days' notice in writing sent to **you** last known address.

2 Taking care of Your Car

You must do all **you** reasonably can to protect **Your Car** from damage or theft and keep it in a good and roadworthy condition. Where required by law, **Your Car** must have a current Department For Transport test certificate (MOT). If **we** ask, **you** must allow **us**, or **our** representative, to inspect **Your Car** at any reasonable time.

3 Claims

In the event of a claim:

You must not admit fault or responsibility or pay/offer or agree to pay any money or settle any claim without **our** permission.

You must tell **us** at **your** first opportunity about any claim or incident that may lead to a claim, and give **us** any information relevant to the claim that **we** may ask for.

You must co operate with **us** at all times.

We can, in **your** name:

- take over, defend and settle a claim; and
- take proceedings at **our** own expense and for **our** own benefit to recover any payment **we** have made under this **Policy**.

4 Keeping to the terms of the Policy

We will only give **you** the cover described in this **Policy** if:

- any person claiming has met all the conditions as far as they apply; and
- any declarations made and information given to **us** on the **Statement of Facts** on which this **Policy** is based is complete and correct as far as **you** know.

5 Other insurances

We will not make any payment if there is cover under any other insurance.

6 Compulsory insurance

If the law of any country in which this **Policy** covers **you** says **we** must pay a claim which **we** would otherwise not have paid, then **we** are entitled to recover such payments from **you**.

7 Fraud

If **you** or anyone acting on **your** behalf make a claim which is in any way false or fraudulent, or supports a claim by false or fraudulent statement, device or documents, including inflating or exaggerating a claim, **you** will lose all benefit and premiums **you** have paid for this **Policy**. **We** may recover any sums that **we** have already paid under the **Policy**.

8 Arbitration

If **we** accept **your** claim but **you** do not agree with the amount **we** offer to pay **you**, **we** will refer the matter to an arbitrator chosen by **you** and **us**. **You** cannot take any action against **us** until **you** and **we** have received the arbitrator's final decision.

9 Reflection period (applicable to new policies and renewals)

You may cancel this **Policy** within 14 days of the date **you** receive it. If **you** wish to do this, please see the Contact Us page of this Policy for ways to get in touch with Ford Insure. **Your Policy** will be cancelled from the date **you** request, or the date we receive your notification, whichever is the later. If **you** choose to do this, **we** will refund the part of the premium that **you** have not yet used, except where an incident has occurred which may give rise to a **prejudicial claim**, in which case the full annual premium will be payable to **us**. If **you** pay **your** premium by monthly instalments **you** must pay **us** the total of the outstanding monthly premiums.

10 Cancelling your Policy (outside the Reflection period)

We may cancel this **Policy** by giving **you** 7 days notice in writing to **your** last known address. If this happens **we** will refund the part of the premium that **you** have not yet used.

We may cancel **your Policy** where there are serious grounds to do so, this includes:

- failure to meet the terms and conditions of this **Policy**;
- where **you** are required in accordance with the terms of **your Policy** to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend **our** interests;
- failure when requested to supply **us** with other relevant documentation or information that **we** need;
- where **we** reasonably suspect fraud or misrepresentation. Please see General Condition 7 – Fraud;

- changes to **your Policy** details or circumstances that **we** do not cover under **our Policy**; or
- use of threatening or abusive behaviour or language, or intimidation or harassment of **our** staff or suppliers.

If **you** wish to cancel this **Policy**, please see the Contact Us page of this **Policy** for ways to get in touch with Ford Insure. **Your Policy** will be cancelled from the date **you** request, or the date we receive **your** notification, whichever is the later.

If **you** cancel the **Policy** after the first 14 days, as long as there has not been an incident that may give rise to a **prejudicial claim** **we** will refund the part of the premium **you** have not yet used.

If such an incident has occurred, the full annual premium will be due to **us**. If **you** pay **your** premium by monthly instalments **you** must pay **us** the total of the outstanding monthly premiums.

11 Changing your details

You must tell Ford Insure about any changes that may affect **your Policy** cover. If **we** are not informed of any changes this may affect **your** ability to claim under **your Policy**.

Changes **you** must tell Ford Insure about before continuing to use **Your Car**:

If **you** want to:

- change **Your Car**;
- make any changes to **Your Car** that make it different from the manufacturer's standard UK specification;

- use **Your Car** for a purpose not permitted in your **Certificate of Motor Insurance**;
- add a new driver.

Changes **you** must tell Ford Insure about at **your** first opportunity:

If **you**:

- change **your** address, or where **you** normally keep **Your Car**;
- or any other driver covered by **your Policy**, are convicted of a criminal or motoring offence including fixed penalty notices;
- or any other driver covered by **your Policy**, have a prosecution pending for any motoring offence;
- or any driver covered under **your Policy** become unemployed or change occupation, including any part-time work;
- or any other driver have had changes made to the status of **your** or their driving licence;
- become aware of any physical or medical condition of any driver which may affect **your** or their ability to drive;
- exceed **your** stated annual mileage; or
- or any driver covered under **your Policy** have a change of name due to marriage or via Deed Poll.

When **you** tell Ford Insure of a change of details **we** will reassess the premium and terms of **your Policy**. **You** will be informed of any revised premium or terms and asked to agree before any change is made.

To reduce costs **we** will not refund or charge amounts less than £25 plus Insurance Premium Tax.

In some circumstances **we** may not be able to continue **your Policy** following the changes, where this happens **you** will be told and the **Policy** will be cancelled in line with the provisions of General condition 10.

12 Rights of Parties

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy**, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

13 Choice of law

Unless **we** agree otherwise:

- the language of this **Policy** and all communications relating to it will be English; and
- all aspects of this **Policy** including negotiation and performance are subject to English law and the decisions of English courts.

14 Car sharing

Your Policy also covers **Your Car** when **you** are paid for carrying passengers for social reasons, as long as:

- **Your Car** is not built or adapted to carry more than eight passengers (not including the driver);
- the passengers are not being carried as part of a business of carrying passengers; and
- **you** do not profit from the total amount of money **you** are paid for the journey.

If **you** have any doubts as to whether or not any car sharing **you** have arranged is covered by this **Policy**, please contact Ford Insure.

15 Paying by instalments

To ensure **you** continue to be insured after renewal, we reserve the right to automatically renew **your** insurance and any additional products **you** currently have the benefit of. We will write to **you** before the end of the **Policy** with a new offer, explaining what **you** need to do. If **you** have given us permission, we will search the panel of insurers to find **you** the best deal. If **you** have not, **Your Policy** will renew with **your** current **insurer**.

If **you** do not want us to automatically renew **Your Policy**, please call 0344 693 6730.

Should the **insurer** decide that they will not renew **Your Policy**, Ford Insure will notify **you** in writing prior to the renewal date.

16 Proof of no claims

We may have given a discount on **Your Policy** dependent on the number of years no claims **you** state **you** have. Proof of this no claims period must be provided in writing, or by email, otherwise **your Policy** may be invalid. **Your** period of no claims must have been earned within the United Kingdom within the previous 2 years, and have been earned on a private car.

17 Tax and registration

Your Car must be taxed where applicable and registered in Great Britain, Northern Ireland, the Channel Islands or Isle of Man.

How we use your data

Europa Group Limited

Europa Group Limited will share **your** personal details with the **insurer**. Europa Group Limited and the **insurer** may collect and process information in association with the contract of insurance and/or services they provide.

For details about how Europa Group Limited use personal data, please refer to the Privacy Notice which is available at www.europa-group.co.uk/privacy. Alternatively **you** can request a printed version by calling 0344 800 3694 or by writing to the Data Protection Officer, Europa Group Ltd, Europa House, Midland Way, Thornbury, Bristol, BS35 2JX.

For more detail about how the **insurer** uses **your** personal data, please refer to **your policy** documentation.

FCE Bank plc

Your insurer and Europa will share **your** personal information with FCE Bank plc for complaints handling, reporting and audit purposes. FCE Bank plc will also become a data controller in respect of **your** personal data provided to **your insurer** and Europa in the event that the provider of Ford Insure changes. FCE Bank plc will instruct the new provider to contact **you** before **your policy** renewal date. Further information about how FCE Bank plc uses **your** personal data can be accessed here: <https://www.ford.co.uk/useful-information/privacy-policy>.

Motor Insurance Database

Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVA (Northern Ireland), the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- I. Electronic Licensing
- II. Continuous Insurance Enforcement;
- III. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- IV. The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at www.askmid.com. You should also show these notices to anyone insured to drive under this policy.

If you do not have Internet access you may find Internet facilities available at your local library.

Fraud Prevention, Detection and Claims History

In order to detect or prevent fraud your insurer and Europa Group Limited may at any time:

- Check your details against, or file your details with, a range of registers and anti fraud databases
- Check your details with fraud prevention agencies

If you give us false or inaccurate information and we suspect or identify fraud, we will record this and share it with other agencies.

Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related accounts or facilities
- Recovering debt
- Checking details on proposals and claims for all types of insurance
- Checking details of job applicants and employees

Please contact us on 0344 693 6730 if you want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Insurers pass information to the Claims and Underwriting Exchange database, run by the Motor Insurers' Bureau. The aim is to help us check information provided and also to prevent fraudulent claims. We may at any time search these registers, including when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim. Under the conditions of your policy, you must tell us about any incident (such as an accident, fire, theft or malicious damage) which may or may not give rise to a claim.

When you tell us about an incident we will pass information relating to it to the database. We can supply more information on the database if you request it. You should show this notice to anyone who has an interest in property insured under this policy.

Your insurer may seek information from other insurers and information agencies to check the information you may have supplied and may provide the information you have supplied to other insurers for the same purpose.

You should also show all of these notices to anyone insured to drive your car under this policy.

Protecting Your Car and Belongings

The following information is for guidance only; it does not form part of your policy

Remove the ignition key or other removable ignition device when you get out of the car, even when parking in your own drive or at a petrol station. Your policy may not cover you if your car is unoccupied with the keys inside it or on it.

Never leave a door unlocked or a window or sunroof open, even when just going into a shop for a moment or two. If you use the key fob check the car has actually locked before you leave it. Your policy may not cover you if you do not protect your car against damage or theft.

Don't leave any belongings in your car. A thief won't know that a bag or coat doesn't contain something valuable and might break a window to get at it. If you can't take them with you, lock them out of sight. If you have a removable sat nav remove the cradle as well as the device plus any suction marks that could show that it is in your car.

Don't leave money, credit cards or cheque books in the glove compartment.

Never leave your car documents in the car; they could help a thief to sell it.

If you can, leave the car in a locked garage and lock your car and the garage. If you do not have a garage, try to park in a well-lit, open space.

At home, ensure your car keys are kept in a safe place, out of sight and away from windows and doors.

When parking in a public car park, look for one that is well supervised, with restricted entry and exit points, good lighting and security cameras. Wherever possible use Park Mark® car parks – details of approved Park Mark® car parks can be found on www.parkmark.co.uk.

Etch the car's registration number on all glass surfaces – windows, sunroofs etc. Thieves don't want the expense of replacement.

If your car is not fitted with an alarm or immobiliser, consider fitting one which is Thatcham approved. Also think about fitting a tracking device especially if you have a high-performance or an expensive car.

Remember!

Your policy may not cover loss of your car, accessories or spare parts if your ignition key or other removable ignition device is in, or on, an unoccupied car.

DON'T GIVE THEM AN EASY RIDE

CRIME
LET'S BRING IT

DOWN

Notes:

Ford Insure is sold and administered by Europa Group Limited (registered in England with company number 3279177) Registered office: Europa House, Midland Way, Thornbury, Bristol, BS35 2JX. Europa Group Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number 309794.

FCE Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 204469. FCE Bank plc acts as an insurance introducer in relation to Ford Insure. In relation to this same product, Ford Motor Company Limited is an appointed representative of FCE Bank plc. FCE Bank plc (registered in England with company number 0772784) Registered office: Central Office, Eagle Way, Brentwood, Essex CM13 3AR