

Motor and Legal Expenses Policy Document

insurance
green and simple

www.greeninsurancecompany.co.uk



Motor Policy Summary

This is a summary of cover available under The Green Insurance Company Motor Policy. It does not include all the policy benefits, limits and exclusions. Full terms and conditions can be found in the policy booklet, a copy of which is available from The Green Insurance Company. This summary relates to policies effective from 1 August 2007 onwards.

This is an annual private car insurance policy underwritten by Fortis Insurance Limited. The contract is based on information you give The Green Insurance Company. You must tell The Green Insurance Company of any changes to the information.

The contract is made up of:

- The policy, this gives full details of the terms and conditions.
- The schedule, this shows the period of insurance, which sections of the policy apply, whether your cover is comprehensive (comp), third party fire and theft (TPF&T) or third party only (TPO) and details of applicable excesses and endorsements.
- The certificate of motor insurance, this shows the registration number of the car insured, who may drive and what the car can be used for.

Significant Features and Benefits (Cover)

The Green Insurance Company will advise you of your level of policy cover, this will also be shown on your policy schedule when cover is issued.

| Cover | Comp | TPF&T | TPO | Significant Limitations | Policy Section |
|---|------|-------|-----|--|----------------|
| Liabilities to third parties | Yes | Yes | Yes | £20 million limit for third party property damage and £5 million for costs and expenses. | G |
| Use of your car in EU | Yes | Yes | Yes | Extend policy cover for up to 90 days. | H |
| Driving a car which does not belong to you | Yes | Yes | Yes | Cover only applies for the policyholder and if shown on the certificate of motor insurance. Cover is TPO. | G |
| Accidental damage to own car | Yes | No | No | Market value. Subject to excesses. Additional excesses for young or inexperienced drivers. New car replacement. | A |
| Damage to own car by fire or theft | Yes | Yes | No | Market value. £100 excess. New car replacement. | C |
| Audio, navigation and entertainment equipment | Yes | Yes | No | Comprehensive cover unlimited for standard fit. £300 limit if TPF&T cover and/or non-standard fit. | A & C |
| Personal belongings | Yes | No | No | Up to £100. | F |
| Broken windscreen and window glass | Yes | No | No | £60 excess. £100 limit if Fortis glassline is not used. | B |
| Personal accident | Yes | No | No | Policyholder, spouse and civil partner, and any passenger in the insured car. Death £2,500. Loss of sight or limb £1,500. Policy limit £10,000 each accident and £2,500 any one person. Cover not available if car is convertible. | D |
| Medical Expenses | Yes | No | No | Up to £100 each person. Cover not available if car is convertible. | E |

Motor Insurance – Policy Summary

Significant Exclusions

| Cover | Significant Limitations | Policy Section |
|--|--|--|
| Loss of or damage to the car and personal belongings | All loss or damage when no-one is in the car unless all its doors and windows are closed and locked. All loss or damage when no-one is in the car unless all keys or devices used to lock the car are removed from it. | A, C & F A, C & F |
| Loss of or damage to the car | Extra costs due to parts or replacements not being available within the geographical limits. Caused by a member of the family or household taking the car without your permission. Caused by deception. New car replacement for cars up to 1 year old and you must be the first and only registered keeper. | A, B & C A, C & L A & C A & C |
| Driving a car which does not belong to you | Use outside the geographical limits. A car registered outside the geographical limits. If your car is disposed of or damaged beyond economical repair. Use of a car that is otherwise uninsured. | G |
| Audio, navigation and entertainment equipment | Telephones. Equipment not permanently fitted to the car. | A & C |
| Personal belongings | Money, business goods and telephones. | F |
| Personal accident | Suicide. Failure to wear seat belt. If a driver is convicted of driving while under the influence of drink or drugs. | D |
| Broken windscreen and window glass | Sunroof and hood mechanisms. Windows and windscreens unless made of glass. | B |

Procedures

Cancellation Procedure

14 day cooling off:

- You have 14 days from the start date of the policy or the date you receive the policy documents (whichever is the later) to cancel the cover. Cancellation is subject to return of the certificate of motor insurance to The Green Insurance Company, who will refund the unused premium.

You will not be entitled to any refund if a total loss claim has been made on the policy.

The policy can be cancelled mid term:

- By phoning us on **0845 272 7603** and subject to return of the certificate of motor insurance to us; or
- By us or Fortis giving you 7 days' notice in writing sent to your last known address. You must return the certificate of motor insurance.

Please refer to policy condition 8 in the policy wording for details of any refund that may be available to you.

How to Make a Claim

Telephone the Onecall service on **0845 121 2290**. This helpline is open 24 hours a day, 365 days a year. Please have details of the incident and your policy details available. If you do not have policy details you will need to quote your registration number. Alternatively you can write to Fortis at the address in step 1 of the complaints procedure.

If you have comprehensive cover, telephone the Fortis glassline on **0845 128 8000** if your windscreen or windows only are damaged.

Complaints Procedure

The full complaint procedure is shown in the policy document (Section titled “What to do if You Have a Complaint”).

If your complaint is about the service provided by Fortis, you should first contact your claim handler or a customer service adviser at the address shown in the policy document. If your problem is still not sorted out, you should then contact the Chief Executive at the same address. If after following their complaint procedure your complaint remains unresolved, you may be entitled to refer it to the Financial Ombudsman Service or any other applicable named complaints scheme. Fortis will advise you if this is possible when they send their final written response.

Financial Services Compensation Scheme

In the event that Fortis is unable to meet its liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme. Full details are in the policy.

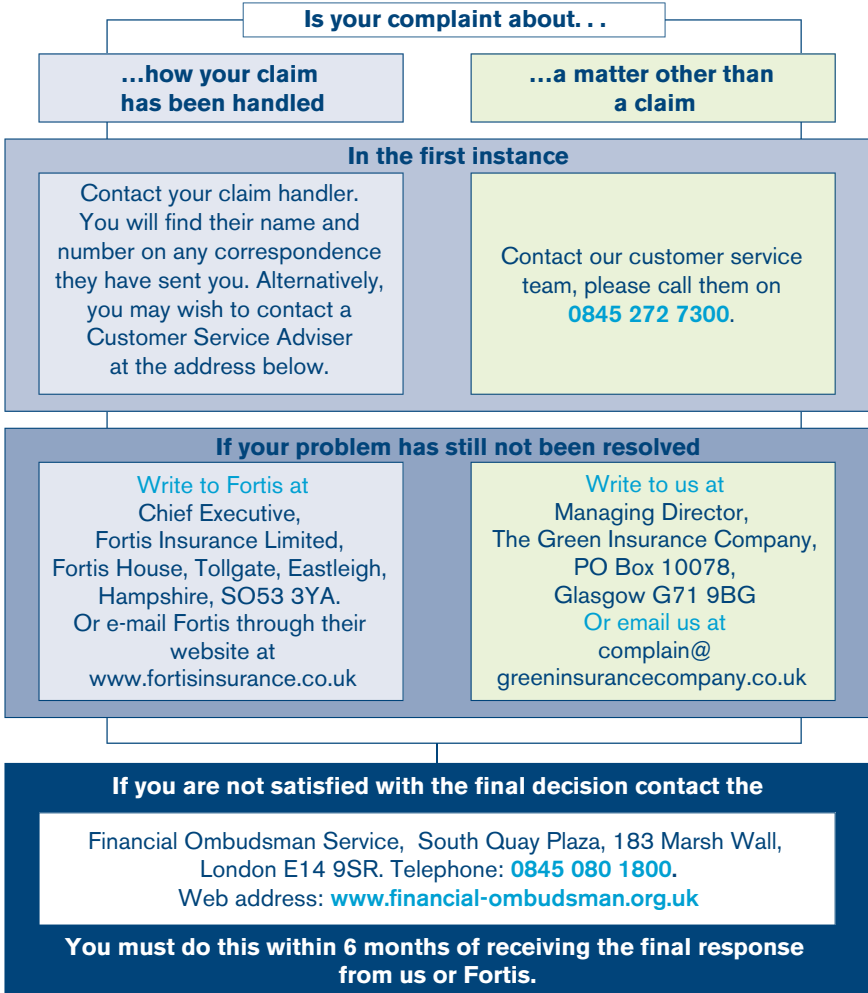
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What to do if you have a complaint

If you have experienced a problem with any part of the service provided to you, it will be sorted out as quickly and fairly as possible.

Please use the complaints flow chart below to find out how to make your complaint. Following this procedure will not affect your legal rights.



Service standards

We and Fortis will acknowledge your complaint within a maximum of five working days of receiving it. You will be told who will be dealing with your complaint and when you should expect a reply. We and Fortis would normally expect to resolve your complaint within 20 working days. Where this is not possible you will be kept informed and in all cases you will receive a final written response within a maximum of 40 working days (8 weeks) from when your complaint was received.

Financial Services Compensation Scheme

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

Important customer information

Under policy condition 9 on page 24, you must tell us about any of the following changes straight away. If you do not tell us about these changes, your policy may no longer be valid or a claim may not be paid.

You must tell us if;

- You sell the car, change the car or its registration number, or you get another car
- There is any change of drivers
- Anyone who drives the car gets a motoring conviction (including fixed penalty offences)
- Anyone who drives the car develops a health condition which should be notified to the DVLA
- You change the purpose the car is used for
- Anyone who drives the car changes job, or starts a new job, including any part-time work, or stops work
- The car is changed from the manufacturer's original specification
- You take the car abroad, either for more than 90 days or outside the European Union
- You change your address or the address where you keep the car overnight
- Anyone who drives the car passes their driving test or has their driving licence revoked
- The details on your policy change
- The car is involved in an accident or fire, or someone steals, damages or tries to break into it
- Anyone who drives the car is involved in any accident or has a vehicle damaged or stolen
- There is a change to your estimated annual mileage
- Anyone who drives the car has insurance refused, cancelled or has special terms put on their insurance
- There is a change of main user of the car

Please ask us for help if you are not sure whether to tell us about certain information.

What to do if you have an accident

The law says

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

To help with the claims process

- Do not apologise or admit fault.
- Try to collect the following information to give to the Onecall claims helpline (see page 11). This will help to speed up your claim.
 - Full details of the other drivers, including their phone numbers, and the registration numbers of all vehicles involved. This will allow Fortis to contact anybody else involved straight away and, if you are not at fault and they manage to recover any money they pay, your no claim discount will not be affected.
 - Details of any injuries
 - Other property damage
 - Details of any witnesses (if there are any)
 - Police officers and their report references (if any)

- Full details of what happened.
- Taking photos with a camera or mobile phone can help to confirm certain accident details.

Next steps

- Call the Onecall 24-hour claims helpline on **0845 121 2290** (see page 11).
- There will be a phone number on all correspondence from Fortis for you to call if you need to contact them. Please remember to have your claim number ready when you call.
- Please remove all personal belongings from the car before it is taken for assessment or repair.
- Page 17 shows details of how claims are settled for sections A and C.

Please note

Fortis Insurance Limited is not your insurer for recovering uninsured losses such as your policy excess. This cover is provided by Albany Assistance and details can be found at the rear of this booklet.

Broken windscreen and window glass

If you have comprehensive cover:

- Call the Fortis glassline on **0845 128 8000** to arrange for the glass to be repaired or replaced. If you phone this number and use one of Fortis' chosen glass companies, cover is unlimited. If you do not, the most Fortis will pay is £100 after taking off any excess.
- Repairing a windscreen or window instead of replacing it can save you paying a £60 excess, as well as reducing waste. Ask about this when calling the Fortis glassline on the number above.

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

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



'Bullseye' 'Starbreak' 'Combination'

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

Onecall 0845 121 2290

A claims helpline open 24 hours a day, 365 days a year

Onecall is a first-response service with operators who can immediately confirm whether your policy covers you for the incident. Why not save this number in your mobile phone so that you will have it available if you have an accident.

Onecall may record or monitor calls for training purposes, to improve the quality of service, and to prevent and detect fraud. Onecall is operated by Fortis Insurance Ltd.

Start of the claims process

- If your car is involved in an incident or you need to make a claim, please phone Onecall as soon as possible.
- To help them deal with your call efficiently, please have your certificate of motor insurance and details of the incident with you when you call. If you are at the scene of the accident and do not have your certificate of motor insurance with

you when you call, please give them your car registration number.

- All correspondence will be answered within five working days of receipt.

Repair service for an incident within the geographical limits

Message Relay

Messages can be passed to friends, family or colleagues.

Repairs

If damage to the car is covered and it can be repaired, a Fortis approved repairer will contact you to arrange to collect the car. Repairs made by approved repairers are guaranteed for three years.

Authorisation

You do not need to get any estimates, and repairs can begin immediately after they have been authorised.

Delivery

When the work is done, the approved repairer will contact you to arrange a convenient time to deliver the car back to you.

Paying for repairs

Fortis will pay the repair bill. All you need to do is pay any policy excess directly to the approved repairer when they deliver the car back to you.

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

Get-you-home service

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

Keeping you mobile while your car is being repaired within the geographical limits

To keep you mobile, while using a Fortis approved repairer, you will be offered a small courtesy car while yours is being repaired. The approved repairer may, with your agreement, provide an alternative solution more suitable for you.

If Fortis decide that your car can be economically repaired by one of their approved repairers and if it cannot be driven, you will be provided with a courtesy car on the next working day for as long as the repairs take. If your car can still be legally driven (in other words it is roadworthy), the courtesy car will be delivered when your car is collected for repairs.

While you have the courtesy car you will be liable to pay any fines for parking or driving offences or congestion charges, and any additional costs for non-payment of these charges. You will need to produce an appropriate credit or debit card to the approved repairer to cover these costs.

If the car cannot be repaired

If your car cannot be economically repaired, you will be offered a settlement amount within one week of Fortis receiving the engineer's report. Once this amount is agreed, Fortis will send you a cheque by first-class post within one working day of receiving satisfactory vehicle documents.

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

Refer to page 17, 'How your claim will be settled under sections A and C', for further information.

Contract of insurance

Introduction

Please read this policy document, the schedule and certificate of motor insurance carefully, so you know what you are insured for. Make sure you read the policy exclusions, conditions and any endorsements that apply. If the cover is not what you want or you have any questions, please contact us immediately.

This is a legally binding contract of insurance between you (the policyholder) and Fortis Insurance Limited (your insurer). It is not intended that the Contract (Rights of Third Parties) Act 1999 gives anyone else either rights under this policy or the right to enforce any part of it. Fortis has agreed to insure you under the terms, conditions and exclusions in this wording and any endorsements that apply. You are insured for any liability, loss or damage that happens as long as you have paid, or agreed to pay the premium.

This contract of insurance is based on information you gave us on the statement of insurance and any other information you gave us. It is an offence under the Road Traffic Act to make a false statement or withhold any material information in order to obtain a certificate of motor insurance. If you do not tell us about all material facts, this could make your insurance invalid and not give protection in the event of a claim. Material facts are those that would be likely to influence Fortis' acceptance and assessment of this risk. If you are in any doubt about the facts considered material, you should tell us about them. We will be happy to discuss this with you if you wish.

By insuring through us you agree to us receiving for you any premium refund due to you, for whatever reason, from Fortis or any other person in relation to the insurance. We may take away from this any amounts that you owe us or our debt recovery agency. We will then refund you the balance.

The premium is payable;

- Annually by credit or debit card
- Monthly or quarterly by credit or debit card
- Monthly by direct debit instalments.

Whichever of these payment methods you use, we will automatically renew your policy unless you tell us not to. We will write to you before the policy renewal date to remind you of this and to let you know what the new payments will be.

We will charge a fee for changing any of your policy details. Our charge will cover our costs and is not part of this insurance contract.

On behalf of Fortis Insurance Limited.



Andrew McMillan
Chief Executive

The Green Insurance Company
Authorised Signatory

The Green Insurance Company is authorised and regulated by the Financial Services Authority (FSA). Our FSA register number is 469333. Fortis insurance Limited is also authorised and regulated by the Financial Services Authority. Their FSA register number is 202039. This can be checked on the FSA website at www.fsa.gov.uk/register or you can call them on 0845 606 1234.

Meaning of Words

Throughout this policy certain words and phrases are used. These have the meanings set out below.

Certificate of motor insurance

Proof of the motor insurance needed by law. The certificate of motor insurance shows:• What car is covered; and

- Who is allowed to drive the car; and
- What the car can be used for.

Endorsement

A clause that alters the cover provided by the policy.

Excess

The part of a claim you must pay. Sometimes more than one excess can apply, in which case they are added together.

Fortis

Your Insurer: Fortis Insurance Limited, Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA. Registered number 354568 England. Financial Services Authority number 202039.

Geographical limits

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

Market value

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

Period of insurance

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

Schedule

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

Statement of insurance

The form that shows the information that you give us, including information given on your behalf and verbal information you give before the policy starts.

Terrorism

Terrorism as defined in the Terrorism Act 2000.

The car

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

We, our, us

The Green Insurance Company, PO Box 10078, Glasgow G71 9BG.

You, your

Whoever is named as the policyholder in your certificate of motor insurance and your schedule.

Your cover

Section A - Damage to the car

What is covered:

- Damage to the car caused by accidental or malicious damage, or vandalism.
- The cost of replacing or repairing the car's audio, navigation and entertainment equipment up to the following amounts:
 - Unlimited for equipment fitted as original equipment by the manufacturer; or
 - £300 for any other equipment

provided this equipment is permanently fitted to the car.

If the car is not roadworthy after an accident which has been reported to Fortis, and they have accepted the claim (not including glass claims), they can arrange to get you and your passengers home or to your planned destination. If you cannot complete your journey, they will pay for overnight accommodation up to £50 for each person (up to £250 in total).

To keep you mobile, within the geographical limits only, you will be offered a small courtesy car, free of charge, while the car is being repaired by a Fortis approved repairer.

If Fortis decide that the car can be economically repaired by one of their approved repairers and if it cannot be driven, they will provide the courtesy car on the next working day for as long as the repairs take.

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

The approved repairer may, with your agreement, provide an alternative solution to a courtesy car that is more suitable for you.

See page 17 for details of how your claim may be settled.

What is not covered:

- Loss of or damage to the car when no-one is in it unless all its windows, doors, and roof openings or hood are closed and locked and all keys or devices needed to lock the car are with you or the person authorised to use the car
- The excesses shown in the schedule; and
 - i) The first £350 of any claim if the person driving the car at the time of the accident is under 21; or
 - ii) The first £250 of any claim if the person driving the car at the time of the accident is:

- Aged 21 or over but under 25; or
- Aged 25 or over but has not held a full driving licence issued within the geographical limits or the European Union for at least a year.

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

- Loss of or damage to the car caused by fire, or by theft
- Loss of use of the car
- Wear and tear
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages
- Damage to your tyres caused by braking, punctures, cuts or bursts
- The cost of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the geographical limits.
- Any amount over the cost shown in the manufacturer's latest price guide, plus reasonable fitting costs for any lost or damaged parts or accessories if such parts or accessories are not available
- Loss of or damage to telephone or other communication equipment
- The car losing value after, or because of, repairs
- Loss of or damage to the car resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer
- The car being confiscated or destroyed by or under order of any government or public or local authority
- Loss of or damage to any radar detection equipment

- Loss of or damage to any audio, navigation and entertainment equipment unless this equipment is permanently fitted to the car
- Loss of or damage to the car caused by a member of your immediate family, or a person living in your home, taking the car without your permission.

Section B - Broken windscreen and window glass

What is covered:

- The cost of repairing or replacing the windscreen or windows in the car if broken or damaged during the period of insurance
- The cost of repair to the bodywork that has been damaged by broken glass from the windscreen or windows.

If you phone the Fortis glassline (see page 10) and use one of their chosen glass companies, cover is unlimited. If you do not, the most Fortis will pay under this section is £100 after taking off any excess.

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

What is not covered:

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

- Mechanical, electrical, electronic or computer failures or breakdowns or breakages to sun roof and hood mechanisms.
- Repair or replacement of any windscreen or window unless it is made of glass.

Section C - Fire and theft

What is covered:

- Loss of or damage to the car caused by fire, theft or attempted theft.
- The cost of replacing or repairing the car's audio, navigation, and entertainment equipment up to the following amounts:
 - unlimited if your cover is comprehensive and the equipment is fitted as original equipment by the manufacturer; or
 - £300 for any other fitted equipment or if your cover is third party fire and theft

provided this equipment is permanently fitted to the car.

See page 17 for details of how your claim may be settled.

What is not covered:

- Loss of or damage to the car when no one is in it unless all its windows, doors, roof openings or hood are closed and locked and all keys or devices needed to lock the car are with you or the person authorised to use the car.
- The first £100 of any claim.
- Loss of use of the car.
- Wear and tear.
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages.

- The cost of importing parts or accessories, or storage costs caused by delays where the parts or accessories are not available from current stock within the geographical limits.
- Any amount over the cost shown in the manufacturer's latest price guide, plus reasonable fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- Loss of or damage to telephone or other communication equipment.
- The car losing value after, or because of, repairs.
- Loss of or damage to the car resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
- Loss of or damage to the car caused by a member of your immediate family, or a person living in your home, taking the car without your permission.
- The car being confiscated or destroyed by or under order of any government or public or local authority.
- Loss from taking the car and returning it to its legal owner.
- Loss of or damage to any radar detection equipment.
- Loss of or damage to any audio, navigation and entertainment equipment unless this equipment is permanently fitted to the car.

How your claim will be settled under sections A and C

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

If the car is economically repairable

- If the car is repaired by one of Fortis' approved repairers, please see 'Repair service for an incident within the geographical limits' on page 12.
- You do not need to get any estimates, and repairs can begin immediately after they have been authorised.
- A Fortis approved repairer will contact you to arrange to collect the car. Repairs made by Fortis approved repairers are guaranteed for three years.
- Fortis will also pay the reasonable costs of delivering the car back to your address when the damage has been repaired.
- If you do not want to use a Fortis approved repairer, you will need to send Fortis an estimate for them to authorise and they may need to inspect the car. Fortis reserve the right to ask you to get additional estimates.
- You will have to pay any policy excess direct to the repairer.
- If the condition of the car is better after the repair than it was just before it was damaged, Fortis may ask you to pay something towards it.
- The repairer can use parts, including recycled parts, that compare in quality to those available from the manufacturer.

If the car is a total loss (a "write off")

- Once an engineer has inspected and assessed the market value of the car, you will be sent an offer of payment.
- If there is any outstanding loan on the car, your finance company may be paid first. If Fortis' estimate of the market value is more than the amount you owe the finance company, you will be paid the balance.
- If the estimate of the market value is less than the amount you owe the finance company, you may have to pay them the balance. Any payment Fortis make for a total loss claim will be after they

have taken off any policy excess and any unpaid premium for this policy.

- When you accept Fortis' offer for the car being a total loss, the car will belong to them. You must return your certificate of motor insurance, when asked to do so. You will have 30 days from the day the settlement cheque is issued to you to change your vehicle on the policy. After this time, your policy will be cancelled and you will not be entitled to any refund of premium.

By buying this policy you agree that Fortis can handle your claim in this way.

Replacement car

You will not be paid more than the market value of the car unless:

- the loss or damage happens before the car is a year old and
- you are its first and only registered keeper; and
- you have owned the car (or it has been hired to you under a hire-purchase agreement) since it was first registered as new; and
- the cost of repair is valued at more than 60% of the cost of buying an identical new car at the time of the loss or damage (based on the UK list price); and
- the car was supplied as new within the geographical limits

In these circumstances, if you ask Fortis to, they will replace the car (and pay reasonable delivery charges) with a new car of the same make, model and specification.

Fortis will only do this if:

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

Section D – Personal Accident

If you or your spouse or civil partner are accidentally killed or injured while getting into, travelling in or getting out of the car (or any other private car that you do not own):

What is covered:

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

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

What is not covered:

- Death or injury happening more than 3 months after the accident.
- Death or injury being caused by something other than an accident involving a car.
- Death or injury caused by suicide or attempted suicide.
- Death or injury to any person convicted of driving while under the influence of drink or drugs at the time of the accident.
- Death or injury to any person not wearing a seat belt when they have to by law.
- More than £10,000 for any one accident.
- More than £2,500 to any one person for any one accident.

If you or your spouse or civil partner have more than one motor policy with Fortis, they will only pay under one policy.

Section E – Medical Expenses

What is covered:

- Up to £100 in medical expenses for each injured person if you or anyone in the car is injured in an accident involving the car.

Section F - Personal belongings

What is covered:

- Personal belongings in the car which are lost or damaged following an accident, fire or theft involving the car. The policy will pay for the cost of the item, less an amount for wear and tear and loss of value.

What is not covered:

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

Section G - Liabilities to third parties

What is covered:

Cover for you

Legal liability for the death of or injury to any person and damage to property caused by or arising out of:

- You using the car.
- You using a motor car not belonging to you and not hired to you under a hire-purchase agreement

or leased to you under a leasing agreement, provided that;

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

Cover for other people

Legal liability for the death of or injury to any person and damage to property caused by or arising out of;

- Any person driving the car with your permission (as long as your certificate of motor insurance shows that he or she is allowed to drive the car). The person driving must not be excluded from driving the car by any endorsement, exception or condition.
- Any person using (but not driving) the car, with your permission, for social, domestic and pleasure purposes.
- Any passenger in, getting into or getting out of the car.

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

Fortis will also pay:

- Solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or magistrates' court (including a court of equal status in any country within the geographical limits);
- Legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving caused by an accident covered under this policy;
- Any costs and expenses for which your employer or business partner is legally liable as a result of you using the car for their business;
- Any other costs and expenses for which Fortis has given their written permission; and
- Charges set out in the Road Traffic Acts.

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

What is not covered:

- Any amount that Fortis has not agreed to in writing.
- Death of or injury to any of your employees during the course of their work, even if the death or injury is caused by anyone insured by this policy.
- Loss of or damage to property owned by or in the care of the person who is claiming cover under this section.
- Loss of or damage to a vehicle, trailer, trailer caravan or broken-down vehicle covered by this policy.
- Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which

was unintended and unexpected and happened at one specific time and place.

- Any amount over £1 million for one pollution or contamination event.
- Any amount over £20 million, exclusive of costs and expenses, for any one claim or series of claims arising from one event that causes loss of or damage to property.
- Any amount over £5 million for all costs and expenses, for any one claim or series of claims arising from one event that causes loss of or damage to property.

However, the minimum cover needed under motor insurance law will be provided.

Section H - Using the car abroad

What is covered:

Legal liability to others while you or any other driver covered by this policy is using the car within the European Union and any other country which has agreed to follow Article 7(2) of the EU Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (number 72/166/EEC). You do not need an International Motor Insurance Card (Green Card) for visits to these countries;

| | | | |
|----------------|---------------------|------------------|---------------|
| Andorra | Finland | Italy (including | Poland |
| Austria | France | San Marino and | Portugal |
| Belgium | (including Monaco) | Vatican City | Slovakia |
| Croatia | Germany | Latvia | Slovenia |
| Cyprus | Gibraltar | Lithuania | Spain |
| | Greece | Luxembourg | Sweden |
| Czech Republic | Hungary | Malta | Switzerland |
| Denmark | Iceland | Netherlands | (including |
| Estonia | Republic of Ireland | Norway | Liechtenstein |

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

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

- the car is taxed and registered within the geographical limits; and
- your main permanent home is within the geographical limits; and
- your visit abroad is only temporary; and
- you tell us before you leave on **0845 272 7603**; and
- you pay any premium we ask for.

If you want the cover shown on your schedule to apply outside the countries referred to on the left, you must:

- tell us a before you leave on **0845 272 7603**.
- get our written agreement to cover you in the countries involved; and
- pay any premium we ask for.

You are covered for the payment of customs duty if the car is damaged and Fortis decide not to return it after a valid claim on the policy.

What is not covered:

- Driving any other vehicle outside of the geographical limits (see definition on page 12), even if your certificate of motor insurance allows you to drive any other vehicle.

Section I - No claim discount

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

If a claim is made during the period of insurance, the discount will be stepped back in accordance with Fortis' current scale.

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

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

Policy exclusions

1. This policy does not cover loss, damage, injury or legal liability arising directly or indirectly from any of the following:
 - The car being driven by, or being in the charge of, someone who is not described on your certificate of motor insurance as entitled to drive.
 - The car being driven, with your permission, by anyone who you know does not hold a driving licence or is disqualified from driving. However, cover will still be given if the person used to hold a licence and is allowed to hold one by law.
 - The car being driven by someone who does not meet all the conditions of their driving licence.
 - The car being used for a purpose that is not shown as covered on your certificate of motor insurance.

This exclusion will not apply while the car is with a member of the motor trade for servicing or repair.

2. This policy is not valid if payment is received for carrying passengers in the car, unless as part of a car sharing agreement. This is covered as long as:
 - the car is not made or altered to carry more than eight people including the driver;
 - you are not carrying the passengers as part of a business of carrying passengers; or
 - you are not making a profit from the payments you receive.
3. This policy does not cover loss, damage, injury or legal liability arising directly or indirectly from the following:

- Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel;
 - The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment;
 - Pressure waves caused by aircraft (and other flying objects) travelling at any speed;
 - War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, insurrection or military or usurped power.
 - Acts of terrorism.
4. This policy does not cover loss, damage, injury or legal liability arising directly or indirectly from earthquake, riot or civil disturbance outside Great Britain, the Isle of Man or the Channel Islands, except under section G.
5. This policy does not cover any liability you accept under an agreement or contract, unless you would have been legally liable anyway.
6. Any decision or action of a court which is not in the territorial limits is not covered by this policy unless the proceedings are brought or judgment is given in a foreign court because the car was used in that country and Fortis had agreed to cover it there.
7. This policy does not cover loss, damage, injury or legal liability arising directly or indirectly from any motor car being in a place used for the take-off, landing, parking or movement of aircraft, including the associated service roads, refuelling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come within the Customs examination area or any part of airport premises to which the public does not have vehicular access.

However, the minimum cover needed under motor insurance law will be provided.

Endorsements

(These only apply if shown on your schedule)

Endorsement 1 – No-claim discount protection

You will not lose any of your no claim discount as long as no more than two claims (including claims made against you) are made in the last three periods of insurance.

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

Endorsement 5 – Official use clause

You are insured while your vehicle is being used by you on official business. If you get a mileage allowance for this or for carrying passengers, Fortis will not class it as use for hiring or for carrying passengers for hire or reward.

Endorsement 12 – Security

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

Endorsement 16 – Exclusion of Personal Accident and Medical Expenses Cover

Sections D and E of this policy wording are excluded from your policy cover.

Policy conditions

1. How to claim

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

The helpline number is **0845 121 2290**. Details of the benefits you will receive through the Onecall service are on page 11.

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

2. Dealing with claims

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

In dealing with any claims under the terms of this policy, Fortis may:

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

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

Anyone who makes a claim under this policy must give Fortis any reasonable information they ask for.

3. Compulsory insurance

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

4. Other insurance

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

5. Reasonable precautions

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

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

6. Keeping to the terms of the policy

Fortis will only pay claims if:

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

7. Fraud

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

8. Cancelling your policy

You have the right to cancel within 14 days

- You have 14 days from the start date of the policy or the date you receive the policy documents (whichever is the later) to cancel the cover. You can cancel by phoning us on **0845 272 7603**.

The cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date.

- You must then return your certificate of motor insurance to us, as it is an offence under the Road Traffic Act not to do so. If cover has not yet started, you will be refunded any premium paid in full. If cover has started, you will be refunded a percentage of the premium in proportion to the period of insurance left unused.
- If Fortis have paid for the total loss of the car, you must pay the full annual premium and you will not be entitled to any refund.

Please note that if you cancel your policy within 14 days, we will apply an administration charge of £15.

You may cancel this policy at any other time

- After the 14-day period you can still cancel this policy by phoning us on 0845 272 7603. The cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date.
- You must then return your certificate of motor insurance to us, as it is an offence under the Road Traffic Act not to do so. Cancelling a direct debit instruction does not mean you have cancelled the policy. If no claims have been made during the current period of insurance, you will be refunded a percentage of the premium in proportion to the period of insurance left unused.
- If Fortis have paid for the total loss of the car, you must pay the full annual premium and you will not be entitled to any refund.
- If any other claim was made i.e. not a total loss, the total cost of any payments made by Fortis for the claim (or claims) will be deducted from any refund. If the cost of the claim (or claims) is more than the annual premium, no refund will be paid.

Please note that if you cancel your policy after 14 days, we will keep our commission. (The amount will have been explained to you when you took out a policy and on the letter that we sent to you.)

We or Fortis may cancel this policy

- We or Fortis can cancel this policy by sending you seven days' notice to your last known address. If you live in Northern Ireland, notice will also be sent to the DVLNI. You must then return your certificate of motor insurance to us, as it is an offence under the Road Traffic Act not to do so. You will be refunded a percentage of the premium in proportion to the period of insurance left unused.
- If Fortis have paid for the total loss of the car, you must pay the full annual premium and you will not be entitled to any refund.

Please note that if you cancel your policy after 14 days, we will keep our commission. (The amount will have been explained to you when you took out a policy and on the letter that we sent to you.)

9. Changes you must tell us about

You must tell us about any of the following changes straight away. If you do not tell us about these changes, your policy may no longer be valid or a claim may not be paid.

You must tell us if;

- You sell the car, change the car or its registration number, or you get another car
- There is any change of drivers
- Anyone who drives the car gets a motoring conviction (including fixed penalty offences)
- Anyone who drives the car develops a health condition which should be notified to the DVLA

- You change the purpose the car is used for
- Anyone who drives the car changes job, or starts a new job, including any part-time work, or stops work
- The car is changed from the manufacturer's original specification
- You take the car abroad, either for more than 90 days or outside the European Union
- You change your address or the address where you keep the car overnight
- Anyone who drives the car passes their driving test or has their driving licence revoked
- The details on your policy change
- The car is involved in an accident or fire, or someone steals, damages or tries to break into it
- Anyone who drives the car is involved in any accident or has a vehicle damaged or stolen
- There is a change to your estimated annual mileage
- Anyone who drives the car has insurance refused, cancelled or has special terms put on their insurance
- There is a change of main user of the car

Please ask us for help if you are not sure whether to tell us about certain information.

10. Data Protection, Fraud Prevention & Detection

Please read this notice carefully as it contains important information about our use of your personal information. In this notice, we, us and our means The Green Insurance Company and the Fortis Group, which includes Fortis Insurance Limited and any holding companies, subsidiaries and other linked companies. Your personal information means any information we hold about you or anyone else

in connection with any product or service we are providing to you.

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

How we use your personal information

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

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

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

We will only release your personal information to others if:

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

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

Sharing information to prevent fraud

We may share your personal information with operators of registers used by the insurance industry to check information given to us and to prevent

fraudulent claims. These include the Claims and Underwriting Exchange register, run by Insurance Database Services Limited and the Motor Insurance Anti-Fraud and Theft Register and the Motor Insurance Database. We may pass information about your insurance policy and any incident (such as an accident or theft), to these registers.

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

Persons pursuing a claim following a road traffic accident (including citizens of other countries) may also get relevant information which is held on the MID.

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

Dealing with others on your behalf

To help you manage your insurance policy, we will deal with you or your husband, wife or partner or any other person you have told us is authorised to act for you if they call us on your behalf about your policy.

Sensitive information

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

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

Further information

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

| | |
|-----------------------------|--------------------------|
| The Green Insurance Company | Fortis Insurance Limited |
| 1 Masterton Way | Fortis House |
| Tannochside Business Park | Tollgate |
| Uddingston | Eastleigh |
| Glasgow | Hampshire |
| G71 5PU | SO53 3YA |

Or call **0845 272 7603**

11. Law applicable to the contract

English law applies to this contract unless you and we agree otherwise.

12. Language

The terms and conditions of the contract and other information about this contract will be in the English language.

Legal Expenses Policy Wording

Albany Assistance Limited

keyfacts®

Albany Legal Expenses Policy – Policy Summary

This policy summary provides key information about the Albany Legal Expenses Policy, which you should read. For full terms and conditions of the policy please refer to the policy document, shown in a later section of this booklet.

Provided you have paid the premium, your cover will be valid for the duration indicated on your Certificate of Motor Insurance.

The Albany Legal Expenses Policy is a legal expenses insurance contract, which helps you to recover uninsured losses and costs from the person responsible for the accident following a vehicle collision.

IGI Insurance Company Limited underwrite the Albany Legal Expenses Policy.

| Significant benefits | Significant Exclusions or limitations | Policy Section |
|---|---|--|
| <p>Uninsured Loss Recovery and Personal Injury</p> <p>We; or external lawyers that we will appoint; will negotiate to recover uninsured losses and damages, and any legal costs and expenses, incurred by you in bringing a claim against a negligent Third Party motorist for:</p> <p>(a) Loss of or damage to the Insured Vehicle</p> <p>(b) Damage to any personal property owned by you or for which you are legally responsible while in or on the Insured Vehicle</p> <p>(c) Death or personal injury to you while in, on, entering or leaving the Insured Vehicle.</p> <p>Passengers and drivers, with the permission of the policyholder, will also get the benefit of the policy cover.</p> | <p>Legal costs and expenses are limited to £75,000 and this includes opponents' costs.</p> <p>You must be in or on the insured vehicle at the time of the collision.</p> <p>Costs incurred before we agree to appoint a representative are excluded.</p> <p>We are free to choose a representative.</p> | <p>Definitions:</p> <p>Limit of Indemnity</p> <p>Definitions: Insured Event</p> <p>Exclusions (18)</p> <p>Conditions (4: Representation)</p> |
| <p>Territorial limits</p> <p>The policy cover applies to accidents that happen in the Territorial Limits of the UK and most EU countries.</p> | <p>A full list of EU countries in which cover applies is shown in the policy wording.</p> | <p>Definitions:</p> <p>Territorial limits.</p> |

Cancellation Right

We hope you are happy with the cover this Albany Legal Expenses Policy gives. However, you can cancel this policy within 14 days of taking it out, and provided no claim has been made on the policy, a full refund will be given of the premium paid. After this you can cancel it at any time by contacting The Green Insurance Company, 1 Masterton Way, Tannochside Business Park, Glasgow, G71 5PU, subject to 21 days notice of cancellation, but no refund of premium will be given.

Making a claim

If you want to make a claim, please tell us about it as soon as possible. You must tell us about it within six months of your accident. Telephone **0845 121 2290** to report your claim. You will need to explain that you are insured with The Green Insurance Company, and give your policy number, your vehicle registration number, date of accident and any supporting details/information needed to make the claim.

How to make a complaint

If you want to make a complaint about the policy, contact us by telephone on **0870 737 7014** or in writing to Quality Compliance Executive, Albany Assistance Limited, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham, SR8 2RR.

Or you can contact the Underwriters;

Managing Director, IGI Insurance Company Ltd,
Market Square House, St James's Street, Nottingham, NG1 6FG.

Tel. no. **0115 941 1022**.

If the complaint cannot be resolved, you can refer it to the Financial Ombudsman Service.

IGI Insurance Company Ltd is covered by the Financial Services Compensation Scheme (FSCS). Depending on the circumstances you may be entitled to compensation from the scheme should they be unable to meet their obligations.

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Albany Legal Expenses Policy

Your Demands and Needs

This legal expenses policy meets the demands and needs of The Green Insurance Company Motor Insurance customers who wish to ensure that the legal costs incurred in pursuing a claim for uninsured losses following a non-fault accident are insured. The Green Insurance Company does not make personal recommendations as to the suitability of this policy to individual circumstances.

The premium is payable;

- annually by credit or debit card
- monthly or quarterly by credit or debit card, or
- monthly by direct debit instalments.

Whichever of these payment methods you use, we will automatically renew your policy unless you tell us not to. We will write to you before the policy renewal date to remind you of this and to let you know what the new payments will be.

Terms and Conditions

THE UNDERWRITERS upon payment of the premium agree to indemnify the Insured Person against Legal Costs and Expenses subject to the Policy Terms, Limit of Indemnity, Exclusions and Conditions herein in respect of an Insured Event, which occurs within the Territorial Limits and occurs during the Period of Insurance.

Definitions

In this insurance policy the meaning of the following words will be:

Appointed Agents

Albany Assistance Ltd, who will act on behalf of IGI Insurance Company Limited in connection with the policy and its administration, and may monitor and record calls.

Appointed Representative

The Solicitor or other appropriately qualified or experienced person or persons appointed to act for the Insured Person.

Claim

A civil claim for damages for Uninsured Losses arising out of an Insured Event.

Coverholders

Albany Assistance Limited.

Insured

The person, firm or company who is entitled to participate in the Uninsured Loss recovery service offered by the Coverholders and has paid the premium or whose Participating Agent has agreed to pay the premium on their behalf.

Insured Event

An accident arising from the negligence of a Third Party, which results in the Insured Person incurring Legal Costs and Expenses in bringing a Claim relating to:

- Loss of or damage to the Insured Vehicle;
- Damage to any personal property owned by the Insured Person or for which the Insured Person is legally responsible while such property is in or on the Insured Vehicle;

- Death or personal injury to the Insured Person whilst in, on or mounting or dismounting from the Insured Vehicle.

Any such accident must occur within the Period of Insurance and within the Territorial Limits of this Policy.

Insured Person

You and any person authorised to drive the Insured Vehicle under Your Motor Insurance Policy or any authorised passenger in or on the Insured Vehicle who are claiming under this Policy with Your consent or their or Your legal representatives in the event of death.

Insured Vehicle

Any motor vehicle including any attached trailer owned or leased by You and specified in Your Motor Insurance Policy.

Legal Costs and Expenses

In relation to an Insured Event means any legal fees, costs and disbursements reasonably and properly incurred in relation to a Claim and any consequent Legal Proceedings:

- by the Appointed Representative, including fees of Counsel instructed by them when acting on behalf of the Insured in bringing a Claim, and in any event is limited to the standard rate
- by any other party to the Claim which the Insured Person is liable to pay as a result of an order or award of the court or other tribunal or a negotiated settlement provided that such settlement is made with the agreement of the relevant Underwriters, and in any event is limited to the standard rate.

Legal Proceedings

All work necessary regarding a Claim with the approval of the Underwriters, subject to the jurisdiction of courts within the Territorial Limits. Appeals from

such hearings are also included when We are notified by the Insured Person of their wish to appeal at least five working days before the deadline for giving notice of appeal expires. We must also consider the appeal to have reasonable prospects of success. Advice and assistance, but no representation will be provided in matters dealt with in the Small Claims Track or any other proceedings or dispute resolution process where costs cannot be recovered or paid on a standard or similar basis.

Limit of Indemnity

A maximum of £75,000 for all Legal Costs and Expenses of the Insured Person and including opponents costs where awarded arising out of any one Insured Event.

Motor Insurance Policy

The policy of insurance issued to You in compliance with the Road Traffic Act valid at the time of the Insured Event.

Participating Agent

The Green Insurance Company Financial Services Limited (hereafter referred to as The Green Insurance Company), who are authorised to sell this Policy to You on behalf of the Underwriters and Us.

Period of Insurance

The length of time Your Motor Insurance Policy lasts as shown on Your certificate of motor insurance, and any following period Your premium is accepted for.

Policy

This Albany Legal Expenses Policy.

Policyholder

Whoever is named as the policyholder in the certificate of motor insurance.

Premium

The payment, which is required to be paid to the Participating Agent or Us, by You for the Insured Person to obtain benefit of this Policy. Such amount is to be made by You in a single payment and is to be received by Us or the Participating Agent within 14 days of the date of issue of the Policy, save that We or the Participating Agent may, at their absolute discretion, waive Your obligation to pay.

Territorial Limits

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

Third Party

The other person(s) and/or party(s) responsible for the accident, excluding the Insured Person (as defined in this Policy).

Underwriters

I.G.I. Insurance Company Limited

Uninsured Loss

Any loss, including injury, compensation or consequential loss sustained by the Insured Person arising out of an Insured Event where Your Motor Insurance Policy does not cover such loss.

We, Us, Our

Albany Assistance Limited and/or the Underwriters.

You, Your

The Policyholder.

Conditions

1. Compliance and Precautions

You and the Insured Person must comply with all of the terms and conditions of this Policy and take all reasonable precautions to minimise the cost of Claims or Legal Proceedings and attempt to prevent any event, which may cause a Claim.

2. Reporting the Claim

The Insured Person must immediately report to The Green Insurance Company any accident, which may give rise to a Claim under this Policy. The Insured Person must supply, without delay, all information the Appointed Representative or We require or reasonably request. The Insured Person must not do anything, which may prejudice their case.

3. Acceptance of a Claim

Where We accept a Claim, We will notify the Insured Person in writing as soon as practicable.

4. Representation

- (a) The Underwriters and We on their behalf reserve the right to make Our own investigations into the case.
- (b) We also have the right to negotiate and settle the Claim, in the Insured Person's name, before an Appointed Representative is instructed.
- (c) Where appropriate We will pass the matter to an Appointed Representative to handle and conduct the Claim who will be instructed in the name of the Insured Person and who may negotiate and settle the Claim on their behalf.

- (d) Where Legal Proceedings are necessary or where the Claim includes a claim for personal injury or death or where it is otherwise required such Appointed Representative shall be a solicitor nominated by Us. The Insured Person is free to accept or reject such nomination and appoint instead a Solicitor of their own choice but subject to their duty to minimise the costs of any Claim and/or Legal Proceedings. We will accept such a substitute nomination provided the request is made in writing to Us, We are satisfied that the solicitor is reasonably experienced in handling the subject matter of the dispute and they sign Our Non-panel Solicitor Terms and Conditions. Any dispute arising from the Insured Person's choice may be referred to arbitration as set out in Clause 13 below.
- e) There will only be a transfer of representation to another Appointed Representative if there is a good reason to do so.

5. Control of the Claim

- (a) The Insured Person must co-operate fully with Us and the Appointed Representative and in particular We and the Appointed Representative must be kept continually and promptly informed of all developments relating to the Claim of which the Insured Person is aware and must be provided immediately with all information, evidence and documents relating to the Claim in their possession.
- (b) We shall have direct access to the Appointed Representative at all times in relation to any Claim.
- (c) The Insured Person must instruct the Appointed Representative to produce to Us immediately any documents, information or advice in his possession. The Insured Person must also give the Appointed

Representative such prompt, proper and reasonable instructions in relation to the Claim and the conduct of any litigation, as The Underwriters or We require.

- (d) The Insured Person should advise Us directly or through their Appointed Representative immediately of all offers to settle or Payments into Court in respect of the Claim. No offer of settlement or negotiation can be made without Our agreement.
- (e) If the Insured Person does not accept the offer or Payment into Court and We consider that the outcome of the case will not be bettered We reserve the right to withdraw cover and will not be responsible for any further Legal Costs and Expenses after the offer or payment into court was made.
- (f) We may discharge Our liabilities to the Insured Person under this Policy by paying an amount equal to that claimed.
- (g) The Insured Person shall take all reasonable steps to keep the costs of the Claim or any Legal Proceedings as low as possible.
- (h) The Insured Person must send to Us directly or authorise the Appointed Representative to send to Us all bills for Legal Costs and Expenses, orders or awards for costs immediately on receiving them and We have the right to have these submitted for assessment by the courts or certification by the Law Society.
- (i) The Insured Person must authorise any Appointed Representative to receive any sums by way of legal costs recovered from the Third Party and to pay the same to Us to the extent of the sums indemnified under this Policy. Any sums received directly by the Insured Person should similarly be paid over to Us to the extent of the sums indemnified under this Policy.

- (j) The Insured Person must take all action possible to recover any costs, charges or fees We or The Underwriters may have paid or be liable to pay under this Policy and pay any such amounts recovered to Us. In any event, upon payment of all sums due for Legal Costs and Expenses under this Policy We can take over and if necessary conduct proceedings in the name of the Insured Person to recover such Legal Costs and Expenses which the Insured Person is entitled to receive from the Third Party.

6. Withdrawal

If the Insured Person withdraws from a Claim or discontinues instructions to an Appointed Representative expressly or by omission without Our agreement all Legal Costs and Expenses and Defendants Legal Costs will become the responsibility of the Insured Person. We will also be entitled to be reimbursed by the Insured Person for all Legal Costs and Expenses paid or incurred during the course of the Claim.

7. Communication

All notices and communications from Us and The Underwriters or their Authorised Representative will be considered to have been sent if sent to the last known address of the Insured Person.

8. Dual Insurance

If at the time of any Insured Event there is any other insurance, which provides cover for the loss, or any part of it We will only be responsible for the amount not recoverable under that insurance.

9. Prospects of Success

Cover will only be provided if We and, where applicable, the Appointed Representative, are of the opinion that there are reasonable prospects of recovery from the Third Party. In cases where the Insured Event occurs outside of the United Kingdom

We reserve the right to conduct enquiries or take legal advice on the prospects of success in the appropriate jurisdiction before deciding whether to provide cover.

We can give written notice to the Insured Person and the Appointed Representative to discontinue cover if during the course of a Claim We consider reasonable prospects of success no longer exist.

10. Compliance and Avoidance of Policy

We and/or the Underwriters have the right to cancel this Policy and declare the same null and void if:

- (a) You do not hold a valid Motor Insurance Policy or, if relevant, valid Green Card, at the time of the Insured Event for the vehicle involved.
- (b) Your motor insurers are entitled to avoid the Motor Insurance Policy or refuse indemnity.
- (c) Any statements or answers made by You to Us or the Underwriters prior to commencement of this Policy are found to be false or untrue.
- (d) You fail to disclose to Us any material fact relevant to the risks insured under this Policy.
- (e) An Insured Person makes any Claim under this Policy, which is fraudulent or false in any material respect.
- (f) You fail to pay the required Policy Premium, if not having been waived, to the Participating Agent or Us within 14 days of issuing of the Policy.

11. Alteration

You must notify us immediately of any change, which may or does affect this policy.

12. Complaints

The appointed agents Albany Assistance Limited and the Underwriters IGI Insurance Company Ltd are committed to dealing with customer complaints in a fair and prompt manner. Complaints can be made orally or in writing.

If You have any complaint You can contact Us or the Underwriters. We or the Underwriters will contact You within five days of receiving Your complaint to inform You of what action is being taken. We or the Underwriters will try to resolve the problem and give You an answer within four weeks. If it will take Us or the Underwriters longer than four weeks then You will be told when You can expect an answer.

It is Our experience that most complaints can be resolved by speaking to the staff directly responsible for Your claim. Please call Us on **0800 707 6456** or write to;

The Quality Compliance Executive,
Albany Assistance Limited,
Redmond House,
Fern Court,
Bracken Hill Business Park,
Peterlee,
Co Durham, SR8 2RR.

The Underwriters can be contacted by writing to
The Managing Director, IGI Insurance Company
Ltd, Market Square House, St James's Street,
Nottingham, NG1 6FG.
Tel no **0115 941 1022**.

If We or the Underwriters have not given You an answer in eight weeks then You will be told how You can take Your complaint to the Financial Ombudsman Service for review.

If after making a complaint, You are still unhappy and feel your complaint has not been resolved to your satisfaction, You have the right to refer the complaint to the Financial Ombudsman Service.

The contact information is:
The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Telephone : **0845 080 1800**
E-mail : enquiries@financial-ombudsman.org.uk.

This complaints procedure does not affect any legal rights You may have.

13. Arbitration

In the event of any dispute or difference whatsoever arising out of this Policy or any Claim made there under the matter shall be referred to an arbitrator who shall be either a solicitor or a barrister agreed upon by the Insured Person and Us. If the Insured Person is not the Policyholder by claiming under the Policy they agree to be a party to any Arbitration under this Clause whether jointly with the Policyholder or otherwise and whether as Claimant or Defendant.

If We cannot agree on an arbitrator then the President of the Law Society or the Chairman of the Bar Council or similar legal professional body within the Territorial Limits will choose one. The appointment and subsequent arbitration shall be binding on both parties. Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against the Insured Person or Us, the arbitrator will decide how the Insured Person and We will share the costs.

14. Exclusions

The Underwriters will not indemnify the Insured Person in respect of:

1. Any Insured Event that took place prior to the Period of Insurance.
2. Any Claim reported to Us more than 180 days after the Insured Event.
3. Any Legal Costs and Expenses for any period subsequent to a refusal by the Appointed Representative to act further for the Insured Person for a reason, which We consider, is justified unless We agree to another Appointed Representative being instructed.
4. In any case where the Insured Person has misled Us or the Appointed Person as to the circumstances of the accident.

5. In any case where the Insured Person fails at the time of making the Claim or at any stage to disclose to Us and/or the Appointed Representative material facts relevant to the Claim.
6. Compensation, costs, damages, fines or penalties of any kind awarded by a court of criminal jurisdiction.
7. Claims for damage to any property or any related loss, expense or consequential loss.
8. Any Claim arising out of a deliberate and/or criminal act or omission or which is found to Our satisfaction to be of a fraudulent nature.
9. Any claim arising from the theft or attempted theft of the Insured Vehicle.
10. In any case where the Insured Person does not possess a valid Motor Insurance Policy, valid road fund licence or MOT for the Insured Vehicle or a valid driving licence.
11. In any case where the Insured Vehicle is not in a roadworthy condition at the time of the Insured Event.
12. Any Claim where the Insured Person's motor insurers are entitled to repudiate the Motor Insurance Policy or refuse indemnity.
13. All Claims in the Territorial Limits where a valid Green Card is required and has not been issued.
14. Any Insured Event arising out of the use of an Insured Vehicle by the Insured Person in connection with racing, rallies, trials or competitions of any kind.
15. Any Claim where no Premium has been paid by You or received by Us or the Participating Agent within 14 days of the date of issuing of the Policy, save where this requirement has been waived.
16. Any Claim where the Third Party cannot be traced or identified.
17. Any Claims arising from:
 - (a) Ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component of it.
 - (c) Riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority.
 - (d) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
 - (e) Any Claims directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
18. Legal Costs and Expenses incurred prior to notification of the Insured Event to Us.
19. Legal Proceedings dealt with by a court or other body, which We have not agreed to or are outside the Territorial Limits.
20. The cost of representation in the Small Claims Track or any other proceedings or dispute resolution process where costs cannot be recovered or paid on a standard or similar basis.
21. Any undertaking the Insured Person gives to the Appointed Representative, or which the Insured Person or the Appointed Representative gives to any person about payment of fees or expenses, unless We have given prior written authority.

15. Governing Law and Language

This Policy shall be governed by and construed in accordance with English Law. All communication is to be conducted in English.

16. Whole Agreement

This Policy contains the entire agreement between the Policyholder and any Insured Person claiming under it and the Underwriters and Us on their behalf and no other representation or warranty by the Insured Person or Us or their Authorised Representatives or any third party shall have any contractual effect unless agreed by both parties in writing.

Supplied by The Green Insurance Company (FSA Register No. 469333), 1 Masterton Way, Tannochside Business Park, Uddingston, G71 5PU, and is administered by Albany Assistance Limited (FSA Register No.312423), Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, County Durham, SR8 2RR, and is underwritten by IGI Insurance Company Ltd (FSA Register No.202189), Market Square House, St James's Street, Nottingham, Nottinghamshire, NG1 6FG (Home State: United Kingdom).

FSA Contact Details: You can check the above details on the Financial Services Authority Register by visiting the FSA website www.fsa.gov.uk/register or by contacting the FSA on **0845 606 1234**.

Albany Assistance Limited and IGI Insurance Company Ltd are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme should either firm be unable to meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claims costs. You can get more information about the compensation scheme arrangements from the Financial Services Authority or the FSCS. The contact information is: The FSCS, 7th Floor, Lloyds Chambers, Portsoken Street, London. E1 8BN.

Telephone: **020 7892 7300**.
E-mail: enquiries@FSCS.org.uk

17. Cancellation

You have the right to cancel the Policy within fourteen days of the date upon which You receive your Policy document. Subject to no claim being made upon the Policy a full refund will be given of any premium paid. Cover will cease from the day You deliver, post or telephone Your notice of cancellation. After this 14-day period You can cancel the Policy at any time by contacting The Green Insurance Company, 1 Masterton Way, Tannochside Business Park, Glasgow, G71 5PU. However no refund will be given, subject to the discretion of The Green Insurance Company.

You may also cancel this policy by calling **0845 272 7603**.

In the event of a complaint

Please refer to Condition 12 regarding any enquiry or complaint in connection with this Policy.

What to do in the event of an accident

1. Telephone Onecall Claims helpline immediately on **0845 121 2290**.
2. The Green Insurance Company will take full details and advise you of the next course of action.
3. Any claim must be reported to Onecall within 180 days of the event.
4. Fortis Insurance* or your Appointed Representative will deal directly with you and keep you informed of all developments.

*Onecall is operated by Fortis Insurance Limited.

Replacement Vehicle Facility

If your vehicle is immobilised following a clearly non-fault accident you may be able to obtain a replacement vehicle under our special scheme. Contact The Green Insurance Company direct for full details.

Telephone Advice Service

For general advice about an accident, claim or cover under this Policy please ring [0845 121 2290](tel:08451212290).

The Green Insurance Company
1 Masterton Way
Tannochside Business Park
Uddingston G71 5PU

Registered in Scotland
Company number SC314868
VAT number 380094850

Registered Office
1 Masterton Way
Tannochside Business Park
Glasgow G71 5PU

The Green Insurance Company is an insurance intermediary, authorised and regulated by the Financial Services Authority. For your protection and ours, calls may be recorded.

www.greeninsurancecompany.co.uk

