



special types

plant cover

policy document



In the event of an accident, windscreen breakage, or to make a claim:



INCIDENT CARE
24 | 7 | 365

Please ensure that claims, fault or non-fault are reported immediately as this can often mean a substantial reduction to the overall cost of a claim.

Thank you for choosing Aviva. This policy sets out Your full insurance details. If We can help further in any way, just get in touch or ask Your insurance broker.

You should keep Your TFP Special Types Policy document in a safe place and make a note of Your policy number and the Incident Care number so these are available should an emergency arise.

If you have any queries about the cover or would like to extend it please speak to Your usual insurance broker.

Making a claim

Just one call to Incident Care and Our professionally-trained Personal Incident Managers will help you get Your business back to normal as fast as possible, and as easily as possible.

We will need to confirm whether the incident is covered by Your policy first and then advise you of any excess you will need to pay. There are no claim forms to fill out for this.

Then you will be assigned a Personal Incident Manager to handle Your claim from beginning to end. They will keep you updated on the progress of Your claim.

Contents

The contract of insurance	The legal definition	2
	Choice of Law	2
Definitions		3
Policy Cover Index		4
Section 1	Loss of or damage to your vehicle	4
	Accident Recovery	4
	Exceptions	4
Section 2	Liability to third parties	4
	Liability to other persons driving or using Your vehicle	5
	Indemnity to legal personal representatives	5
	Legal costs	5
	Application of limits of indemnity	5
	Exceptions	5
Section 3	Emergency Treatment	6
Section 4	Continental use/compulsory insurance requirements	6
Section 5	Indemnity to hirer	6
Section 6	Attachments	6
Section 7	Trailers	6
General Exceptions		7
General Conditions		7-9
Complaints Procedure		9

About TFP

Established in 1998 TFP Schemes are a specialist insurance underwriting facility operating under a delegated authority on behalf of Aviva.

The contract of insurance

Legal definition

This policy is a contract of insurance between you, the policyholder, and us, Aviva.

This policy, the application or any statement of facts, the Schedule and the certificate of motor insurance form the contract of insurance between you and us.

In return for you paying Your premium, We will provide the cover shown in the Schedule for any accident, bodily injury, loss or damage that happens within the territorial limits during the period of insurance

Important

This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Choice of law

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

- (1) The law applying in that part of the UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
- (2) In the case of a business, that law applying in that part of the UK, Channel Islands or Isle of Man where it has its principal place of business; or
- (3) Should neither of the above be applicable, the law of England and Wales will apply.

Telephone Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Cancellation rights

There are no statutory cancellation rights under this policy.

Customers with Disabilities

This policy is also available in large print, audio and Braille. If you require any of these formats, in the first instance, please contact:
TFP Schemes, 40 Cathedral Road, Cardiff, CF11 9LL,
or telephone 029 20 30 10 30.

Definitions

To save lengthy repetition, wherever the following words or phrases occur, they will have the precise meaning described below unless otherwise stated:

The insured/you/policyholder

The person or persons described as the insured in the policy schedule.

Insurer/we/us

Aviva Insurance Limited. Pitheavlis, Perth, PH2 0NH
Registered Number: 2116
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority

Your Vehicle

Any motor vehicle described in the Schedule or any other motor vehicle for which details have been supplied to Us and a certificate of motor insurance has been delivered to you and remains effective.

Schedule

The document which gives details of the cover you have.

Terrorism

- (1) Any act or acts including but not limited to:
 - a) the use or threat of force and/or violence; and/or
 - b) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means.
 caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.
- (2) Any action taken in controlling, preventing, suppressing or in any way relating to 1 above.

Certificate of Motor Insurance

The current document that proves you have the motor insurance you need by law. It shows who can drive Your vehicle and what you can use it for. It is proof that you can use Your vehicle on a road or other public place, as required by the Road Traffic Acts.

Period of Insurance

The period of time covered by this policy as shown in the Schedule and any other period that We agree to insure you for.

Market Value

The cost of replacing Your vehicle with one of the same make, specification and condition.

Clause

An extra or alternative wording which changes the terms of Your policy. Those clauses which apply are shown in Your schedule.

Fire

Fire, self-ignition, lightning and explosion.

Theft

Theft, attempted theft or taking Your vehicle without Your consent.

Accessories

Parts of Your vehicle which are not directly related to how it works as a vehicle. This includes spare parts, audio equipment, multimedia equipment, communication equipment, personal computers, satellite navigation and radar detection systems providing they are permanently fitted to Your vehicle and have no independent power source.

Excess

The amount of any claim you will have to pay if Your vehicle is lost, stolen or damaged. The amount applies to each individual vehicle.

Trailer

Any draw bar trailer, semi-trailer or articulated trailer.

Attachments

Any implements or machine (other than a wheeled trailer) which forms a unit with Your vehicle.

Agricultural Use

Use for farming and forestry purposes, including the haulage of agricultural produce or articles required for agriculture. This includes use while hired or lent to Public Authorities for the purposes of driving stone-crushing plant, snow clearance or hauling material for spreading on roads to deal with frost, ice or snow.

Territorial Limits

This covers Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands, and sea transit between any ports in those countries including the processes of loading and unloading.

Green Card

A document that you will need in certain countries that are not members of the European Union to prove that you have the minimum insurance cover needed by law to drive in those countries.

Road Traffic Acts

Any Acts, Laws or Regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Policy cover

Check here to see what you are insured against.

Policy cover index

Type of Cover	Operative/Inoperative Sections
Comprehensive	All sections of the policy are operative
Third Party Fire and Theft	All sections apply except Section I, where only loss or damage caused directly by fire and theft applies
Third Party Only	All sections except Section I

Section I

Loss of or damage to Your vehicle

If Your vehicle is lost, stolen or damaged We will, at Our option, either:

- pay for Your vehicle to be repaired; or
- replace Your vehicle; or
- pay in cash the amount of the loss or damage.

The same cover also applies to accessories and spare parts relating to Your vehicle while these are in or on Your vehicle.

The maximum amount We will pay will be the market value of Your vehicle immediately before the loss or damage, but not exceeding Your estimate of value shown in Our records.

If, to Our knowledge, Your vehicle is subject to a hire purchase or leasing agreement, any payment will be made to the owner described in that agreement whose receipt will be a full and final discharge to us.

Accident recovery

If Your vehicle is disabled through loss or damage insured under this policy, We will pay the reasonable cost of:

- its protection and removal to the nearest repairers
- its delivery to you after repair, but not exceeding the reasonable cost of transporting it to Your address in the territorial limits.

Excesses

If Your vehicle (including its accessories and spare parts) is lost, stolen or damaged, you will have to pay the first part of any claim, as set out below.

Policy Cover	Amount
Fire or Theft Claim	£250
Accidental Damage Claim	
Driver aged 25 or over	£250
Driver aged 25 or over (Licence held less than 12 months)	£450
Driver aged 21 - 24	£450
Driver aged 20 or under	£550
Glass Replacement	£75

The excess for glass will not apply when the glass is repaired rather than replaced.

Exceptions to Section I of Your policy

Your policy does not cover the following

- (1) Loss of use, depreciation, wear and tear or mechanical or electrical breakdowns, failures or breakages.
- (2) Damage to tyres caused by braking or by punctures, cuts or bursts.
- (3) Loss or damage directly arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- (4) Loss of value following repair.
- (5) Loss or damage arising from theft while the ignition keys of Your vehicle have been left in or on the vehicle.

Section II

Your liability to third parties

We will indemnify you in respect of all sums which you may be required to pay at law and all other costs and expenses incurred with Our written consent arising from:

- (a) death or bodily injury to third parties, for an unlimited amount
- (b) damage to third party property up to a maximum amount of £2,000,000

This Section only operates where such death, bodily injury or damage arises out of an accident caused by or in connection with:

- your vehicle including its loading and unloading or
- any trailer while it is attached to Your vehicle.

In respect of terrorism where We are liable under the Road Traffic Acts the maximum amount We will pay for damage to property as a result of any accident or accidents caused by Your vehicle or vehicles driven or used by you or any other person and for which cover

is provided under this section will be:

- (i) £2,000,000 in respect of all claims consequent on one originating cause
- (ii) such greater sum as may in the circumstances be required by the Road Traffic Acts.

Liability of other persons driving or using Your vehicle

Under this Section, We will also indemnify:

- any person you give permission to drive Your vehicle, as long as Your certificate of motor insurance allows that person to drive; and
- any person you give permission to use (but not drive) Your vehicle for social, domestic and pleasure purposes, as long as that such use is included on the certificate of motor insurance; and
- any passenger travelling in or getting into or out of Your vehicle

Indemnity to Legal Personal Representatives

In the event of the death of anyone who is indemnified under this Section, We will protect his or her legal personal representatives against any liability that the deceased person had, which is covered under this Section.

Legal costs

We will pay the following legal costs if they relate to an incident that is covered under this Section:

- the fees of solicitors We ask to represent anyone We indemnify under this Section at any Coroner's Inquest or Fatal Accident Inquiry or to defend any proceedings in a Court of Summary Jurisdiction; and
- fees for legal representatives We ask to defend anyone We indemnify under this Section when proceedings are taken for manslaughter, dangerous driving or careless driving when under the influence of drink or drugs causing death.

Application of limits of indemnity

In the event of any accident involving payments by Us to more than one person insured under this section, any limitation by the terms of this policy or any clause endorsed on it relating to the maximum amount payable, shall apply to the aggregate amount of payments to all such persons and Your liability shall be settled in priority.

Exceptions to Section II of Your policy

We will not be liable in respect of:

- (1) any claim if any person indemnified under this section fails to observe the terms, exceptions and conditions of this policy as far as they apply, or if they are entitled to claim payment of indemnity under any other policy.
- (2) death or bodily injury to any employee of the person indemnified which arises out of the course of such employment except where liability is

required to be covered by the Road Traffic Acts.

- (3) loss, damage, death or bodily injury caused or arising beyond the limits of any carriageway or thoroughfare in connection with anyone, other than the driver or attendant of Your vehicle, either bringing a load to Your vehicle having unloaded it.
- (4) loss or damage to property;
 - (i) belonging to or in the care of anyone We indemnify who claims under the section.
 - (i) being carried in Your vehicle.
- (5) damage to any vehicle where cover in connection with the use or driving of that vehicle is provided under this section
- (6) loss, damage, death or bodily injury where Your vehicle is an agricultural vehicle arising out of any incident directly or indirectly caused by, or accelerated by, or attributed to the coming into contact with any person, property, land or crops of any substance or compound that is used, in whole or part, as an insecticide, herbicide or other control of pests, disease or weeds, or as a desiccant, defoliant or growth regulator and which arises from the dissemination of such substance or compound in connection with Your vehicle elsewhere other than on land occupied by you or crops owned by you on that land except where such liability is required to be covered by the Road Traffic Acts.
- (7) all loss, damage, death or bodily injury caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance except where such liability is required to be covered by the Road Traffic Acts. For the purposes of this exception pollution or contamination means all pollution or contamination of buildings or other structures or water or land or the atmosphere.
- (8) all loss, damage, death or bodily injury whilst Your vehicle is being used in that part of an aerodrome or airport provided for the take-off and landing of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment parking areas, and those parts of passenger terminals which come within the Customs examination area except where such liability is required to be covered by the Road Traffic Acts
- (9) any consequence whatsoever resulting directly or indirectly from or in connection with terrorism regardless of any other contributory cause or event except where such liability is required to be covered by the Road Traffic Acts

Section III

Emergency treatment

We will reimburse any person using Your vehicle for payments made under the Road Traffic Acts for emergency treatment.

Section IV

Continental use/compulsory insurance requirements

In addition to providing cover within the territorial limits, this policy, in compliance with EU directives, also provides the necessary cover to meet the laws on compulsory insurance of motor vehicles in:

- any other country which is a member of the European Union
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7(2) of EC Directive 72/166/EEC relating to civil liabilities arising from the use of a motor vehicle. Please note that eligible countries change from time-to-time. Your insurance broker should be able to update you here.

The level of cover provided will be the minimum required to comply with the laws on the compulsory insurance of motor vehicles of the country in which the accident occurs. Where the accident occurred in another EU Member State, however, if the minimum cover required by the laws of Great Britain is wider than that of such EU Member State, the level of cover provided will be that applicable to Great Britain.

If you take Your vehicle abroad

The above cover only ensures that you meet minimum legal requirements while abroad. On request, Your policy can be extended to provide the same level of cover in the EU and certain other European countries as you have within the territorial limits. To obtain this cover you must tell Your insurance broker of the details of Your trip. Your broker will arrange for a clause to be endorsed on Your policy to provide this cover, will, (where appropriate) supply you with a Green Card and advise you of the additional premium to be paid.

Section V

Indemnity to hirer

In terms of this policy, We will treat any person who hires Your vehicle as though such person were you provided that:

- such person is not covered under any other policy
- such person shall observe the terms, exceptions and conditions of this policy as far as they can apply.

Section VI

Attachments

The cover applicable to Your vehicle will also apply to any attachment in the following circumstances.

- If Your vehicle is restricted to agricultural use under '6 Limitations as to use' of Your effective certificate of motor insurance, cover applies only while the attachment is connected to Your vehicle for the purpose of being operated or drawn.
- If Your vehicle is not restricted to agricultural use, cover applies while the attachment is attached to or detached from Your vehicle provided that the total estimated value you have given Us is adequate to include Your vehicle and all its attachments.

Section VII

Trailers

The cover applicable to Your vehicle will also apply to any wheeled trailer connected to Your vehicle for the purpose of being operated or drawn.

General Exceptions

What is not covered by this policy.

Your policy does not cover the following.

- (1) Any accident, bodily injury, loss or damage while Your vehicle is being:
 - used otherwise than for the purposes described under the 'Limitations as to use' section of Your certificate of motor insurance
 - driven by any person other than as described under the section of Your certificate of motor insurance headed 'Persons or Classes of Persons entitled to drive' except that cover will not be withdrawn:
 - while Your vehicle is in the custody or control of a member of the motor trade for the purposes of overhaul, upkeep or repair
 - if the bodily injury, loss or damage was caused as a result of Your vehicle being stolen or having been taken without Your consent or other lawful authority
 - if the person driving does not have a driving licence and you had no knowledge of such deficiency.
 - driven by you unless you hold a licence to drive Your vehicle, or you have held a licence and are not disqualified from holding or obtaining such a licence except that cover will not be withdrawn when a licence is not required by law
 - driven by anyone else with Your general consent who, to Your knowledge, does not have a licence to drive Your vehicle, has never held one or is disqualified from holding or obtaining such a licence except that cover

will not be withdrawn when a licence is not required by law.

- (2) Any liability you have accepted solely by virtue of an agreement but which would not attach if that agreement did not exist.
- (3a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever or any consequential loss resulting or arising from:
- (3b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (4) Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any contributory cause or event:
 - (a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to a. above except where liability is required to be covered by the Road Traffic Acts.
- (5) Any loss or damage (except under Section II) arising during or in consequence of:
 - (a) earthquake
 - (b) riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands.

This exception will not operate if you can prove that the accident, bodily injury, loss or damage was not caused by either of these perils.

- (6) Any accident, bodily injury, loss or damage if any vehicle is registered elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

General Conditions

How to make a claim, cancel Your policy and other points to note.

Our claims procedure

- (1) As soon as reasonably possible after any accident, bodily injury, loss or damage, you or Your legal personal representative must give Us full details of the incident in writing. Any communication you receive about the incident should be sent to Us immediately. You or Your legal personal representative must also let Us know immediately if anyone insured under this policy is to be prosecuted as a result of the incident or if there is to be an inquest or fatal accident inquiry.
- (2) You, or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without Our written consent. If We want to, We can take over and conduct in Your name, or in the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for Our own benefit to recover any payment We have made under this policy. We shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give Us all the information and assistance necessary for Us to achieve settlement.
- (3) Where there is a claim, or a number of claims arising out of one incident, and this relates to payment for liability for damage to property, We may, at any time, pay you the full amount We are required to pay under the policy (less any sums We have already paid in compensation) or, any lesser amount for which such claim or claims can be settled and, having done so, relinquish the conduct and control of such claim(s) and be under no further liability for them. We will, however, be liable for the payment of costs and expenses of litigation, recoverable or incurred, in respect of matters prior to the date of such payment.

How to make a claim

To make a claim phone the claims helpline (24 hours) on 0800 169 4066. Please have Your policy number to hand when calling.

Cancelling this policy

- (a) You may cancel this policy at any time after the date We have received the premium, by providing 7 days notice in writing to Us.
- (b) If there is a default under Your credit agreement, arranged through Your broker or TFP Schemes, which finances this policy, we, or any agent appointed by Us and acting with Our specific authority may cancel this policy by providing

notice in writing to you in accordance with the default termination provisions set out in Your credit agreement, arranged through Your broker or TFP Schemes.

If Your policy is cancelled under (a) or (b) above and provided that there have been no:

- (i) claim(s) made under the policy for which We have made a payment
- (ii) claim(s) made under the policy which are still under consideration
- (iii) incident(s) which you are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current period of insurance We may, at Our discretion, refund to you a proportionate part of the premium paid for the unexpired period.

(c) Where there is no credit agreement, arranged through Your broker or TFP Schemes, to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.

(d) We may also cancel this policy at any time by sending not less than 7 days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no

- (i) claim(s) made under the policy for which We have made a payment,
- (ii) claim(s) made under the policy which are still under consideration,
- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us during the current Period of Insurance.

Other insurance

If at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, We will only pay Our share of the claim.

This provision will not place any obligation upon Us to accept any liability under Section 2 which We would otherwise be entitled to exclude under Exclusion 1 to Section 2.

Your duty to prevent loss or damage

You shall at all times take all reasonable steps to safeguard Your vehicle from loss or damage. You shall maintain Your vehicle in efficient condition and We shall have, at all times, free access to examine Your vehicle.

Arbitration

Where We have accepted a claim and there is disagreement over the amount to be paid, the dispute must be referred to an arbitrator to be agreed

between you and Us in accordance with the law at the time. When this happens, a decision must be made before you can take any legal action against us.

Non Disclosure, Misrepresentation or Misdescription

(1) Before this policy was entered into If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
 - We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
 - We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

(2) Before a variation was agreed If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
 - We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or
 - We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover from You any sums paid by Us to You in respect of the claim,
- (3) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided),
- (3) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

Monthly premiums

In the event of a total loss claim under this policy, all remaining monthly premiums for the period of the insurance contract will immediately become due. We reserve the right to deduct this amount from the claims settlement.

Payments made under compulsory insurance regulations and rights of recovery

If the law in any country in which this policy operates requires Us to settle a claim which, if this law had not existed We would not be obliged to pay, We reserve the right to recover such payments from you or from the person who incurred the liability.

Complaints Procedure

Our Promise of Service

Our goal is to give excellent service to all Our customers but We recognise that things do go wrong occasionally. We take all complaints We receive seriously and aim to resolve all Our customers' problems promptly. To ensure that We provide the kind of service you expect We welcome Your feedback. We will record and analyse Your comments to make sure We continually improve the service We offer.

What will happen if you complain?

- We will acknowledge Your complaint promptly.
- We aim to resolve complaints as quickly as possible.

Most of Our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, We will contact you with an update within 10 working days of receipt of Your complaint, and will give you an expected date of response.

What to do if you are unhappy

If you are unhappy with any aspect of the handling of Your insurance We would encourage you, in the first instance, to seek resolution by contacting Your Insurance Advisor

If you are unhappy with the outcome of Your complaint, you may refer the matter to the Financial Ombudsman (FOS) at:

The Financial Ombudsman Service
Exchange Tower, London E14 9SR
Telephone: **0800 023 4567** (calls from UK landlines and mobiles are free) or **0300 123 9123**
Or simply log on to their website at www.financial-ombudsman.org.uk

Whilst We are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect Your right to take legal action.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk.



SCHEMES

029 20 30 10 30 • www.tfpschemes.co.uk

TFP Schemes, 40, Cathedral Road, Cardiff CF11 9LL

TFP Schemes is a trading style of Q Underwriting Services Limited and is registered in England And Wales.

Company Registration Number is 08946569

Registered Office: Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW

Q Underwriting Services Limited is authorised and regulated by the Financial Conduct Authority. Firm reference number is 657367

TFP/ST-POL/10.18