



M I D A S

Cherished Cars Insurance Policy

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Welcome

Welcome to Cherished Cars, the classic vehicle insurance policy from **Midas Underwriting Limited**.

As one of the leading providers of specialist cherished vehicle insurance, **We** have developed **Our** Cherished Car policy to cater for a wide range of classic and prestige vehicles, incorporating all the benefits and features that **We** believe **You** would expect.

For our joint protection telephone calls may be recorded and/or monitored.

You can access the 24 Hour Midas Claims Assistance Helpline by simply calling: **0344 892 2842** or if calling from abroad: **0044 (0) 1603 603717** quoting reference 0734BW00025 and **Your** Policy number.

This Booklet, **Your Certificate of Motor Insurance** and **Your Policy Schedule** combine to give a full and comprehensive overview of **Your** cover. However, highlighted below are just some of the key benefits of insuring with a Cherished Car motor policy.

Policy Cover

- 24 Hour Midas Claims Assistance Helpline covering UK and Europe.
- **Agreed Value**.
- Reinstatement Repair Cover (Optional on **Agreed Value** policies).
- Personal belongings – £150.
- Inclusive Windscreen Cover.
- Personal Injury cover up to £5,000.
- Cherished Number Plate Cover.
- Use abroad – Automatically covered in the EU. (Subject to a limit of 30 continuous days).

Right to Cancel

You have a statutory right to cancel **Your** policy within 14 days from the day of purchase or renewal of the contract or the day on which **You** receive the policy or renewal documentation, whichever is the later.

If **You** wish to cancel and the insurance cover has not yet commenced, **You** will be entitled to a full refund of the premium paid.

Alternatively, if **You** wish to cancel and the insurance cover has already commenced, **You** will be entitled to a refund of the premium paid, less a proportionate deduction for the time **The Insurer** has provided cover, subject to no claims arising during the current **Period of Insurance**. No refund is allowed if **You** have purchased Laid Up cover.

To cancel, please contact Your insurance adviser.

If **You** do not exercise **Your** right to cancel **Your** policy, it will continue in force and **You** will be required to pay the premium. For **Your** cancellation rights outside the statutory cooling off period, please refer to the General Conditions section of this policy booklet.

Financial Services Compensation Scheme

We and **The Insurer** are covered by the Financial Services Compensation Scheme ("FSCS").

You may be entitled to compensation from the Scheme if either of them cannot meet their obligations. This depends on the type of business and the circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS on www.fscs.org.uk or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Introduction

This policy booklet, the **Policy Schedule** (including any **Endorsements**) and the **Certificate of Motor Insurance** forms the contract and defines exactly what **You** are covered against. Please refer to **Your Policy Schedule** for confirmation of the level of cover **You** have chosen.

The Midas Claims Assistance Helpline is only available to Cherished Car policyholders. As a **Policyholder**, **You** have access to this number, offering help and claims assistance in the United Kingdom, Channel Islands and the Isle of Man and operating 24 hours a day, 365 days of the year.

Midas Claims Assistance Helpline – 0344 892 2842

or if calling from abroad: **0044 (0) 1603 603717** quoting reference 0734BW00025 and **Your** Policy number.

Broken windscreen and window glass – please phone either National Windscreens on 0800 622122 or Autoglass on 0844 875 2501 (Calls may cost up to 7p per minute from a BT Landline plus network connection charges. Mobile and other provider charges may vary).

Should difficulty be experienced locating glass for Your Vehicle, please contact Our dedicated Midas Underwriting Limited glass sourcing line on 0344 892 2840.

Making a claim

If **You** wish to make a claim, phone the Midas Claims Assistance Helpline and a Personal Incident Manager will record details of the incident and cover all the steps involved in the process of making a claim.

When **You** receive the claim form, please fill it in and return it as soon as possible to the address shown on the claim form.

If **You** are involved in an accident, phone the Midas Claims Assistance Helpline and if the incident is covered **The Insurer** will arrange for **Your Vehicle** to be recovered to the nearest Insurer approved repairer.

Important

When telephoning the Midas Claims Assistance Helpline, please, if at all possible, have the following information available:

- **Your Vehicle** details.
- **Your** Cherished Car insurance policy details.
- Information regarding the passengers in **Your Vehicle**.
- Details of any injuries suffered to either yourself or **Your** passengers.
- Information regarding the other driver(s) involved in the accident.
- Any details relating to anyone who witnessed **Your** accident.

This will enable **Your** Personal Incident Manager to provide the level of service that **You** expect. For our joint protection, calls may be recorded and/or monitored. Further information regarding Claims Procedures can be found on page 16 of this booklet.

Contract of insurance

This policy is a contract of insurance between the **Policyholder**, and **The Insurer**. The Policyholder enters into a contract with **The Insurer** when they agree to take out the policy on the terms and conditions **The Insurer** has offered to pay the premium. It is the **Policyholder's** responsibility to ensure that all persons insured are aware of the terms of this policy.

The following elements form the contract of insurance; please read them and keep them safe:

- Policy booklet.
- Information contained on **Your** application and/or statement of fact document issued by **The Insurer**.
- **Policy Schedule**.
- Any clauses endorsed on this policy, as set out in **Your Policy Schedule**.
- **Certificate of Motor Insurance**.
- Any changes to **Your** insurance policy contained in notices issued by **Us** at renewal.

In return for paying **Your** premium, **The Insurer** will provide the cover shown in **Your Policy Schedule** under the terms and conditions of this policy booklet during the **Period of Insurance**. Any changes agreed during the **Period of Insurance** will be treated as a continuation of the contract of insurance.

Our provision of insurance under this policy is conditional upon all persons who seek to benefit under this policy observing and fulfilling the terms, provisions, conditions and clauses of this policy.

Renewal of the contract of insurance

Each renewal of the policy represents a new contract of insurance.

The **Policyholder** enters into a new contract of insurance with **The Insurer** commencing on the date when the **Policyholder** agrees to renew the policy and to pay the premium. Persons insured will be covered for the **Period of Insurance** shown on **Your** renewal **Policy Schedule**.

Important information

Choice of Law

The law of England and Wales will apply to this contract unless:

- 1) **You** and **The Insurer** agree otherwise; or
- 2) at the date of the contract **You** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply

Information and changes **Your insurer needs to know about**

You must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, and renew **Your** policy.

Please let **Us** know if there are any changes to the information set out in the application form/Statement of Fact, **Certificate of Motor Insurance** or on **Your Policy Schedule**. **You** must also tell **Us** about the following changes:

- A change to the people insured, or to be insured.
- Motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured.
- Criminal convictions for any of the people insured, or to be insured.
- Any change affecting ownership of the **Vehicle**.
- A change of **Vehicle** (including a change in the total number of vehicles available to **You**).
- All changes **You** or anyone else makes to **Your Vehicle** if these make the **Vehicle** different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic).
- A change of address.
- A change of job, including any part-time work by **You** or other drivers, a change in the type of business or employment status.
- A change in the use of **Your Vehicle**.
- A new main user of **Your Vehicle**.
- If **You** think **You** will exceed the annual mileage limit **You** have chosen.
- Details of any driver **You** have not told **Us** about before or who is excluded by the **Certificate of Motor Insurance** or an **endorsement** but who **You** now want to drive.
- Details of any accident or loss (whether or not **You** make a claim) involving **Your Vehicle** or that occurs while **You** are driving anyone else's vehicle.
- Details of any person who may drive the **Vehicle** that suffers from a notifiable condition or any condition for which DVLA have restricted the licence.

If **You** are in any doubt, please contact **Us**.

When **We** notify **The Insurer** of a change, **The Insurer** will tell **Us** if this affects **Your** policy, for example whether they are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **Your** policy.

If the information provided by **You** is not complete and accurate:

- **The Insurer** may cancel **Your** policy and refuse to pay any claim, or
- **The Insurer** may not pay any claim in full, or
- **The Insurer** may revise the premium and/or change the compulsory **Excess**, or the extent of the cover may be affected.

Use of Language

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

Definitions

We have defined words or phrases used throughout this policy in this Definitions section. To avoid repeating these definitions please note that where these words or phrases appear they have the precise meaning described unless otherwise stated.

Accessories

Additional or supplementary parts of **Your Vehicle** not directly related to its function as a vehicle. These will include radios and other in-car entertainment, communication equipment and car telephones all of which, however, must form an integral part of **Your Vehicle**. Mobile phones which operate independently through their own battery pack are not Accessories within this definition. Where **Your Vehicle** is a motor caravan the term shall also include fixtures, fittings, furniture and furnishings.

Agreed Value

The value of **Your Vehicle** agreed at the start of the **Period of Insurance**, rather than calculated after a claim, less any **Excess**, without deduction for wear and tear and depreciation.

Certificate of Motor Insurance

Your current valid **Certificate of Motor Insurance**. The document which is legal evidence of **Your** insurance and which forms part of this document, and which must be read with this document.

Endorsement

Changes in the terms of **Your** policy. These are shown in **Your Policy Schedule**.

Excess

The amount of any claim **You** will have to pay if **Your Vehicle** is stolen or damaged.

Fire

Fire, lightning and explosion.

Market Value

The **Market Value** of **Your Vehicle** is the cost of replacing it with one of the same make, model, age, type, condition and mileage.

Period of Insurance

The period of time covered by this policy as shown in the **Policy Schedule** and any further period for which **The Insurer** agrees to insure **You**.

Policy Schedule

The document showing details of **You**, **Your Vehicle** and the cover provided (read in conjunction with the policy booklet and **Certificate of Motor Insurance**).

Territorial Limits

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and those countries detailed in section 7, while **Your Vehicle** is being transported between any of these countries.

Theft

Theft or attempted theft.

The Insurer

The Insurance Company as shown on the **Certificate of Motor Insurance**.

The Insured/You/Your/Policyholder

The person or persons described as **Policyholder** in the **Policy Schedule**.

We/Our/Us/Midas Underwriting Limited

Midas Underwriting Limited. (A Managing General Agent of Insurance)

Your Car/Vehicle

Any **Vehicle** shown in the **Policy Schedule** and any other **Vehicle** for which details have been supplied to **Us** and a **Certificate of Motor Insurance** bearing the registration mark of that **Vehicle** has been delivered to **You** and remains effective.

Your Spouse/Civil Partner

The husband, wife or Civil Partner of the **Policyholder**, living at the same address as the **Policyholder** and sharing domestic financial responsibilities with him/her. This does not include any business partners or associates.

Cover Summary

Sections	Cover Applicable	
	Comprehensive	Laid Up Cover
Section 1 – Theft or Damage to Your Vehicle	✓	✓
Section 2 – Liabilities to Third Parties	✓	✗
Section 3 - Injury to You or to Your Spouse/Civil Partner	✓	✗
Section 4 – Medical Expenses	✓	✗
Section 5 – Emergency Treatment	✓	✗
Section 6 – Rugs, Clothing and Personal Belongings	✓	✓
Section 7 – Continental Use/Compulsory Insurance Requirements	✓	✗
Section 8 – Payments Made Under Compulsory Insurance Regulations and Rights of Recovery	✓	✓
Section 9 – No Claim Discount	✓	✓

Cover for Your Vehicle

Section 1 – Theft or Damage to Your Vehicle

Theft or Damage to Your Vehicle

If **Your Vehicle** is stolen or damaged, **The Insurer** may, at their option, either:

- pay for **Your Vehicle** to be repaired; or
- pay in cash the amount of the **Theft** 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 repairer may use parts of comparable quality that have not been supplied by the manufacturer. The maximum amount **The Insurer** will pay will be the **Agreed Value** unless the **Policy Schedule** has the words **Market Value** or the **Endorsement MV1** has been applied, when the maximum amount payable will be the reasonable **Market Value** immediately prior to the **Theft** or damage, but not exceeding **Your** estimate of value shown in **Our** records.

If **Your Vehicle** is disabled through **Theft** or damage insured under this policy **The Insurer** will pay:

- the reasonable cost of protection and removal to the nearest repairers.
- the reasonable cost of delivery to **You** after repair, but not exceeding the reasonable cost of transporting **Your Vehicle** to **Your** address in the British Isles.

In respect of **Theft** or damage to a **Vehicle** audio system or navigation equipment and its fittings, **The Insurer** will pay:

- Up to £500, unless the equipment was fitted by the manufacturer or authorised dealer as original equipment, in accordance with their standard specification for the **Vehicle**.

In the event of **Your Vehicles** keys or lock transmitter being lost or stolen **The Insurer** will pay:

- Up to £100 towards the cost of replacing the door locks and/or boot lock, the ignition/steering lock, the lock transmitter and central locking interface.

In respect of replacing or repairing the windscreen or window (but not the glass sunroof or scratching of the body work resulting from that damage) **The Insurer** will pay up to £1,000.

Accident Recovery

In Great Britain, Northern Ireland, Channel Islands and the Isle of Man **We** can arrange for the protection and removal of **Your Vehicle** to the nearest repairers. In the event of an accident, ring the Midas Claims Assistance Helpline and **The Insurer** will arrange for the following at no additional cost:

- someone to come out and help. If **Your Vehicle** is not roadworthy it will be taken to the nearest Insurer-approved repairer. **Your Vehicle** can be taken to a repairer of **Your** choice, if this is nearer, but this may lead to delays in arranging the repairs to **Your Vehicle**.

In providing accident recovery assistance **The Insurer** will use reasonable care and skill when providing the service. **The Insurer** can, however, cancel services or refuse to provide them if, in their opinion, the demands made are excessive, unreasonable or impracticable.

Total Loss (write off)

If **Your Vehicle** is considered to be a write off (if the cost of repair is greater than the **Agreed Value** or **Market Value** of **Your Vehicle**), **The Insurer** will offer **You** an amount as compensation.

If **The Insurer** asks, **You** must return the **Certificate of Motor Insurance** and **Policy Schedule** before they pay the compensation. **The Vehicle** then becomes **The Insurer's** property.

If the **Vehicle** belongs to someone else or is part of a hire purchase or leasing agreement, **The Insurer** will normally pay an amount for the total loss of the **Vehicle** to the **Vehicle's** legal owner.

If **You** have expressed a desire to retain the salvage of the **Vehicle**, **The Insurer** will endeavour to comply with this, subject to current legislation surrounding Salvage of Motor Vehicles. The market rate for the salvage will be deducted from the settlement offer.

Excesses

If **Your Vehicle** (including its **Accessories** and spare parts) is stolen or damaged, **You** will have to pay the policy **Excess** as shown on **Your Policy Schedule**.

The first part of any claim **You** have to pay is increased by the amounts indicated below, while **Your Vehicle** is being driven by any person who is:

- a) aged 24 or under - £200
- b) aged 77 or over - £250.

These **Excesses** apply in addition to any other voluntary or other compulsory **Excesses** that may apply.

If **You** are only claiming for loss of or damage to **Your Vehicles** windscreen, or windows (excluding glass sunroof), the **Excesses** under (a) and (b) above will not apply. This **Excess** for glass:

- will be reduced to £10 when the glass is repaired rather than replaced. If replacement is not carried out by **The Insurer** approved windscreen company the **Excess** will increase from £60 to £80
- overrides any other general **Excess** that would otherwise apply to glass claims.

The maximum **The Insurer** will pay for Windscreen / Window replacement is £1,000.

Exceptions to Section 1

Exceptions

Your policy does not cover the following:

1. loss of use, wear and tear, betterment, depreciation, mechanical, electrical, electronic, computer failures or breakdowns or breakages, or damage from liquid freezing in the cooling system due to a failure to use anti-freeze.
2. loss or damage (including spare parts) arising from **Theft**:
 - **Your Vehicle** has been left unlocked.
 - **Your Vehicle** has been left with the keys/card in it.
 - **Your Vehicle** has been left with the windows or roof panel open, or;
 - reasonable precautions have not been taken to protect **Your Vehicle**.
 - **Your Vehicle** is not kept in a locked building between the hours of 10.00pm & 6.00am. Please refer to **Your** insurance adviser or **Your Policy Schedule** to see if this policy condition applies.
3. damage to tyres by braking or by punctures, cuts or bursts.
4. loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
5. loss of value following repair.
6. confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
7. **Theft** or damage to **Your Vehicle** by someone who obtained it by fraud or deception.
8. loss resulting from repossessing the **Vehicle** and returning it to its rightful owner.
9. **Theft** or damage to **Your Vehicle** caused by a member of **Your** immediate family, or a person living in **Your** home, taking **Your Vehicle** without **Your** permission.
10. Loss or damage due to:
 - Riot or civil commotion other than in Great Britain, the Isle of Man or the Channel Islands
 - Earthquake
11. **Theft** or damage for any temporarily fitted market navigation equipment.

If **Your** policy has been issued on an **Agreed Value** basis, the **Vehicle** must be maintained to the standard declared by **You** on **Your** Declaration.

Where this condition is different than as described **The Insurer** may choose to settle on a **Market Value** basis.

Section 2 – Liabilities to Third Parties

Liability to Third Parties

The Insurer will insure **You** in respect of all sums which **You** may be required to pay by law and all other costs and expenses incurred with their written consent, arising from:

- a) death of or bodily injury to third parties.
- b) damage to their property up to a maximum amount of £20,000,000 in respect of any one claim or number of claims arising out of one cause:
 - as a result of an accident caused by:
 - **You** whilst **You** are driving, using, or in charge of **Your Vehicle**.
 - any trailer while it is being towed by **Your Vehicle**.

Liability of Other Persons Driving or Using Your Vehicle

On the same basis **The Insurer** that insures **You** under this section, they will also insure the following persons:

- any person **You** give permission to drive **Your Vehicle** provided that **Your Certificate of Motor Insurance** allows that person to drive and provided that this person has not been excluded by an **Endorsement**, exception or condition.
- any passenger travelling or getting into or out of **Your Vehicle**.

Legal Costs

The Insurer will, at their option, pay:

- the fees of legal representatives instructed to represent anyone insured under this section at a coroner's inquest or fatal accident inquiry or to defend any proceedings in a court of summary jurisdiction.
- fees for legal representatives instructed to defend anyone insured under this section when proceedings are taken for causing death by dangerous or careless driving.

The Insurer will only pay these legal costs if they relate to an incident which is covered under this section.

Exceptions to Section 2

The cover under this section will not apply:

1. if any person insured under this section fails to observe the terms, exceptions and conditions of this policy as far as they can apply. The cover will also not apply if they can claim under another policy.
2. to death or injury to any employee of the person insured or any other person which arises out of or in the course of such employment except where such liability is required to be covered by the Road Traffic Act.
3. in respect of **Theft** or damage to property belonging to or in the care of anyone insured who claims under this section.
4. in respect of damage to any **Vehicle** where cover in connection with the use or driving of that **Vehicle** is provided by this section.
5. in respect of any liability if you no longer have possession of **Your Vehicle**.
6. to any loss, damage, injury or death occurring whilst **Your Vehicle** is being used in that part of an aerodrome or airport provided for the take off or 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 Act.
7. to any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the extent that **The Insurer** is obliged by the Road Traffic Act to provide insurance:

(a) Terrorism

Terrorism is defined as any act or acts including, but not limited to:

- the use or threat of force and/or violence; and/or
- 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 in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes.

(b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

In respect of 7 (a) and (b), where **The Insurer** is obliged by the Road Traffic Act to provide insurance the maximum amount **The Insurer** will pay for damage to property as a result of any accident or accidents caused by a **Vehicle** or **Vehicles** driven or used by **You** or any other person, for which cover is provided under this section, will be:

- £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause;

or

- such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Act.

8. to 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. Cover is limited to £1,000,000 in respect of any claim arising directly or indirectly from pollution or contamination.

Additional Covers

Section 3 – Injury to You or to Your Spouse/Civil Partner

If **You** or **Your Spouse/Civil Partner** suffer accidental bodily injury in direct connection with **Your Vehicle** or while getting into, out of, or travelling in any other private vehicle, not belonging to **You** or hired to **You** under a hire purchase agreement, **The Insurer** will pay to the injured person £5,000 if, within three months of the accident, the injury is the sole cause of:

- death.
- irrecoverable loss of sight in one or both eyes.
- loss of any limb.

The most **The Insurer** will pay any one person after any accident is £5,000.

The most **The Insurer** will pay any one person during any one **Period of Insurance** is £10,000.

If **You** or **Your Spouse/Civil Partner** have any other policies in respect of any other vehicle or vehicles, the injured person will only be able to obtain compensation for their injuries under one policy.

Exceptions to Section 3

This personal accident insurance does not cover:

1. injuries caused by riot or civil commotion other than in Great Britain, the Isle of Man or Channel Islands.
2. death or bodily injury arising from suicide or attempted suicide.
3. any incident where the deceased or injured person had not complied with the law relating to the use of seat belts.
4. injuries caused by earthquake.

Section 4 – Medical Expenses

If **You**, or any other occupant of **Your Vehicle** is injured as a direct result of **Your Vehicle** being involved in an accident, **The Insurer** will pay for the medical expenses in connection with such injury up to the sum of £250 in respect of each person injured.

Section 5 – Emergency Treatment

The Insurer will reimburse any person using any **Vehicle** which is covered under this policy for payments made under the Road Traffic Act for emergency treatment.

Section 6 – Rugs, Clothing and Personal Belongings

The Insurer will pay **You** (or at your request, the owner) for loss or damage to rugs, clothing or personal belongings caused by **Fire**, **Theft** or accidental means whilst they are in or on **Your Vehicle**.

The maximum amount payable for any one incident is £150.

Where the loss or damage arises from **Fire**, **Theft** or malicious damage, your policy **Excess** limit will apply. Where this **Excess** applies and there are simultaneous claims for loss or damage arising from **Fire**, **Theft** or malicious damage under other sections of the policy, all such claims will be combined and only one **Excess** applied.

Exceptions to Section 6

The Insurer will not pay for:

1. money, stamps, tickets, jewellery, documents or securities.
2. goods or samples carried in connection with any trade or business.
3. any rugs, clothing and personal belongings if **Your Vehicle** is a motor caravan.
4. mobile phones.
5. loss or damage arising from **Theft** if:
 - **Your Vehicle** has been left unlocked.
 - **Your Vehicle** has been left with the keys in it.
 - **Your Vehicle** has been left with the windows or roof panel open.
 - **Your** personal property has not been placed in a locked boot or glove compartment.
 - reasonable precautions have not been taken to protect **Your Vehicle**.

Section 7 – Continental Use/Compulsory Insurance Requirements

The insurance cover provided by this policy operates for up to 90 days in any one **Period of Insurance** (in addition to automatically providing the minimum cover required by law) in the countries listed below.

Andorra, Austria, Belgium, Bulgaria, Canary Islands, Croatia, Cyprus – South (Republic of Cyprus), Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland (Republic), Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Madeira, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovenia, Slovakia, Spain, Sweden, Switzerland and Vatican City.

In addition to this minimum cover, the policy provides the cover shown in the **Policy Schedule** for the countries listed above provided:

- **Your Vehicle** is taxed, registered & permanently kept in the UK (including the Isle of Man and the Channel Islands).
- **Your** main permanent home is in the UK (including the Isle of Man and the Channel Islands).
- **Your** visits are temporary and do not exceed 30 continuous days.

Cover includes:

- Transit between the countries to which this policy applies provided each transit is scheduled to last no more than 65 hours.
- Payment of customs duty for **Your Vehicle** following temporary importation into any country into which the policy cover applies, provided that payment is a direct result of any loss or damage insured by the policy.

If You Take Your Vehicle Abroad

The whole of the EU, Andorra and Iceland, Norway, Switzerland (including Liechtenstein) and Croatia have agreed that a Green Card is not necessary for cross border travel. Your **Certificate of Motor Insurance** should, therefore, provide sufficient evidence that **You** are complying with the laws on the compulsory insurance of motor vehicles in any of these countries that **You** visit.

Please contact **Us** if **You** want to travel outside the above countries or if your intended trip does not fall within the limitations detailed under this section.

The Insurer may be prepared to extend cover to certain other countries or may be prepared to waive certain limitations on request, in which case they will provide **You** with a Green Card (if necessary) and an additional premium will be required.

Section 8 – Payments Made Under Compulsory Insurance Regulations and Rights of Recovery

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

Section 9 – No Claim Discount

This policy does not earn or retain any No Claims Discount.

General Exceptions

Your policy does not cover the following:

1. Any accident, injury, **Theft** or damage while any **Vehicle** that is insured under this policy is being:
 - used otherwise than for the purposes described under the 'Limitations as to use' section of **Your Certificate of Motor Insurance**.
 - used on any race track or circuit except so far as is necessary to meet the requirements of the Road Traffic Act (unless subsequently granted by **The Insurer**).
 - driven by any person other than those persons named on the **Certificate of Motor Insurance** as persons entitled to drive. **The Insurer** will not withdraw this cover:
 - (a) while **Your Vehicle** is in the custody or control of a member of the motor trade for the purposes of maintenance or repair.
 - (b) while **Your Vehicle** is being parked by an employee of a hotel or restaurant or car parking service.
 - driven by anyone (including **You**) who **You** know is disqualified from driving or has never held a licence to drive the class of **Vehicle** being driven or is prevented by law from having a licence (unless they do not need a licence by law).
2. Any liability **You** have accepted in an agreement which **You** would not have had if that agreement did not exist.
3. Loss or destruction of, or damage to, any property or any loss associated or expense, or any legal liability that is directly or indirectly caused by, contributed to or arising from:
 - (a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (b) 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 other 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 so far as is necessary to meet the requirements of the Road Traffic Act.
5. Any accident, injury, loss or damage (except under Section 2) arising during or as a result of:
 - (a) an earthquake.
 - (b) a riot or civil commotion that happens outside Great Britain, the Isle of Man or the Channel Islands except where such liability is required to be covered by the Road Traffic Act.
6. Any accident, injury, loss or damage if the **Vehicle** being driven under this policy is registered outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
7. Loss of use, depreciation, mechanical or electrical breakdown, computer failures or breakdowns or breakages
8. The driving other cars extension is not provided by this policy.

General Conditions

Claims Procedure

1. As soon as **You** discover any **Theft**, damage or injury after any accident, **You** or **Your** legal personal representatives must telephone the Midas Claims Assistance Helpline giving full details of the incident. Any communication **You** receive about the incident should be sent to **The Insurer** immediately. **You** or **Your** legal personal representatives must also let **The Insurer** 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 a fatal inquiry.
2. **You**, or anyone else claiming under this policy, must not admit to any claim, promise any payment or refuse any claim without the written consent of **The Insurer**. If **The Insurer** wants to, they can take over and conduct in **Your** name, or the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for their own benefit to recover any payment they have made under this policy. They 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 them all the information and assistance necessary for them to achieve a settlement.

Cancellation

3. Other than when General Condition 7 applies – Fraud. Following the expiry of **Your** 14-day statutory cooling off period **You** continue to have the right to cancel this policy at any time during its term. If **You** do so, **You** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **The Insurer** has provided such cover. If **You** cancel **Your** policy **The Insurer** will also charge £25.00 (plus Insurance Premium Tax, where applicable) to cover the administrative cost of providing the policy.

To cancel, please contact **Your** insurance adviser at the address shown on **Your Policy Schedule**.

Our Right to Cancel

We (or any agent **We** appoint and who acts with **our** specific authority) may cancel this policy where there is a valid reason for doing so, by sending at least 7 days' written notice to **Your** last known address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non-payment of premium (including non-payment of instalments under a monthly Credit facility) subject to the provisions of the Consumer Credit Act where applicable.
- Where **The Insurer** reasonably suspects fraud.
- Where **The Insured** fails to co-operate with **The Insurer** or provide **The Insurer** with information or documentation they reasonably require, and this affects their ability to process a claim or defend their interests. See the 'Claims procedure' section of the General Conditions in this policy booklet.
- Where **You** have not taken reasonable care to provide complete and accurate answers to the questions **The Insurer** asks. See the "Contract of Insurance and Important Information" sections of this policy booklet.

If **We** cancel the policy under this section, **You** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **The Insurer** has provided such cover, unless the reason for cancellation is fraud and/or **The Insurer** is legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012. Refunds are subject to no claims arising during the current **Period of Insurance**. No refund is allowed if **You** have purchased Laid Up cover.

If **We** cancel the policy a charge of £25.00 (plus Insurance Premium Tax, where applicable) will be made by **The Insurer** to cover the administrative cost of providing this policy.

Important Note: The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a **Policyholder** to provide complete and accurate information requested by an insurer allows **The Insurer** to cancel the policy, sometimes back to its start date and to keep any premiums paid.

Where **The Insurer's** investigations provide evidence of fraud or a serious non-disclosure **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **You** provided **Us** with incomplete or inaccurate information, which may result in **Your** policy being cancelled from the date **You** originally took it out.

Other Insurance

4. If at the time of any claim arising under this policy there is any other insurance policy covering the same loss, damage or liability, **The Insurer** will only pay their share of the claim. This condition does not apply to personal accident benefits under Section 3 which will be paid as indicated under that section. This provision will not place any obligation upon **The Insurer** to accept any liability under Section 2 which they would otherwise be entitled to exclude under Exception 1. to Section 2.

Your Duty to Prevent Loss or Damage

5. **You** shall at all times take all reasonable steps to safeguard **Your Vehicle** from **Theft** or damage. **You** shall maintain **Your Vehicle** in efficient condition and **The Insurer** shall have, at all times, free access to examine **Your Vehicle**.

Your Duty to Comply with Policy Conditions

6. **The Insurer's** provision of insurance under this policy is conditional upon **You** observing and fulfilling the terms, provisions, conditions and clauses of this policy.

Fraud

7. If **You** or anyone acting on **Your** behalf:
 - (a) makes any false or fraudulent claim,
 - (b) makes any exaggerated claim,
 - (c) supports a claim by false or fraudulent documents, devices or statement (whether or not the claim is itself genuine),
 - (d) makes a claim for loss or damage which the **Insured** or anyone acting on the **Insured's** behalf deliberately caused.

The Insurer may:

- (i) refuse to pay the whole of the claim; and
- (ii) recover from **You** any sums that have already been paid in respect of the claim relating to any acts set out in (a) – (d) above. In that event, **We** may by notice to **You** cancel the policy and

You will:

- have no cover under the policy from the date of the termination; and
- not be entitled to any refund of premium.

The Insurer may also take legal action against **You**.

Mileage

8. **The Insurer** reserves the right to establish the mileage on **Your Vehicle** at any time where **Your** policy has been rated on a selected annual mileage. Where the annual mileage has been exceeded **Your** premium will be increased to that which applies to that mileage where a higher mileage band exists.

Renewing Your Insurance

9. **Your** insurance adviser will contact **You** before **Your** renewal date and will either:
1. give **You** an opportunity to renew **Your** insurance for a further year and tell **You**:
 - about any changes **We** are making to the terms and conditions of **Your** policy;
 - to review **Your** circumstances and consider whether this insurance continues to meet **Your** needs;
 - to check that the information **You** have provided **Us** with is still correct, and tell **Us** if anything has changed; and
 - the price for the next year.

If **You** wish to make any changes at renewal, please contact **Your** insurance adviser.

Or

2. let **You** know that **We** are unable to renew **Your** insurance. Reasons why this may happen include but are not limited to the following:
 - when the product is no longer available; or
 - when **We** are no longer prepared to offer **You** insurance for reasons such as:
 - **We** reasonably suspect fraud;
 - **Your** claims history;
 - **We** have changed **our** acceptance criteria;
 - **You** are no longer eligible for cover; and/or
 - where **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask. See the “Important Notice – Information and changes **Your** insurer needs to know about” (page 5) section within this document.

A cooling off period (14 days from renewal of the contract or the day on which **You** receive **Your** renewal documentation, whichever is the later) applies at the renewal of **Your** insurance. Please read “**Your Right to Cancel**” which is on page 2 in **Your** policy booklet which explains how this works.

Information Your Insurer Needs to Know About

10. **You** must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, and renew **Your** policy.

If the information provided by **You** is not complete and accurate:

- **The Insurer** may cancel **Your** policy and refuse to pay any claim, or
- **The Insurer** may not pay any claim in full, or
- **The Insurer** may revise the premium and/or change the compulsory **Excess**, or
- the extent of the cover may be affected.

Car Sharing and Insurance

If **You** receive a contribution as part of a car sharing arrangement involving the use of any **Vehicle** insured under this policy for carrying passengers for social or similar purposes, **The Insurer** will not consider this to be carrying passengers for hire or reward provided:

- the **Vehicle** is not built or adapted to carry more than eight passengers (excluding the driver).
- the passengers are not being carried in the course of a business of carrying passengers.
- the total contributions received for the journey concerned do not involve an element of profit.

Important

If **Your Vehicle** is used under a car sharing arrangement and there is any doubt as to whether this arrangement is covered by the terms of **Your** policy **You** should immediately contact **Your** broker for confirmation.

Additional Covers – Refund of Premiums

Where **You** have purchased additional cover options with this policy, there is no refund available on these additional covers if they are subsequently removed after the statutory cancellation period.

Policy Adjustments

A charge of £25.00 (plus Insurance Premium Tax, where applicable) will be made for any adjustments **You** make to **Your** policy.

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. If **You** have any cause to complain, please follow the instructions below:

If **Your** complaint is about the service **You** received from your broker **You** should direct the complaint to this broker.

If **Your** complaint is about the service **You** received from **Us** **You** should direct the complaint to:

The Managing Director
Midas Underwriting Limited
Harbour House
Upton Road
Poole
Dorset
BH17 7AG
Tel No. 0344 980 8288

If **Your** complaint relates to a claim that is/has been handled by **The Insurer**, **You** should direct the complaint to:

Aviva UK Insurance
PO Box 455
Norwich
NR1 3ZJ

What will happen if you complain

We will acknowledge **Your** complaint promptly.

We aim to resolve all 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 4 weeks of receipt and give **You** an expected date of response.

What to do if you are unhappy

If **You** are unhappy with the outcome of **Your** complaint **You** may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:
0800 023 4567

Or simply log on to their website at www.financial-ombudsman.org.uk

Whilst **We** and **The Insurer** are bound by the decision of the Financial Ombudsman Service, **You** are not. Following the complaints procedure does not affect **Your** right to take legal action.

Fair Processing Notice

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

Who are we?

Midas Underwriting Limited (part of the Ardonagh Group of companies) is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to DataProtection@ardonagh.co.uk or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 2 Minster Court, Mincing Lane, London, EC3R 7PD. Please advise us of as much detail as possible to comply with your request.

For further information about the Ardonagh Group of companies please visit <http://www.ardonagh.com/>.

What information do we collect?

We will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code) which we need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing you with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you the product or service requested.

How do we use your personal information?

We will use your personal information to

- assess and provide the products or services that you have requested
- communicate with you
- develop new products and services
- undertake statistical analysis

We may also take the opportunity to

- contact you about products that are closely related to those you already hold with us
- provide additional assistance or tips about these products or services
- notify you of important functionality changes to our websites

We make outbound phone calls for a variety of reasons relating to many of our products or services (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure we comply with them.

To ensure confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing your personal information

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats,

We store all the information you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

When do we share your information?

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management.

The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

How long do we keep your information for?

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings)

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

Your rights

Under data protection law you have the right to change or withdraw your consent and to request details of any personal data that we hold about you. This may result in the products and services which we supply, no longer being available to you.

Where we have no legitimate reason to continue to hold your information, you have the right to be forgotten.

We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision that you are unhappy with.

Further details of your rights can be obtained by visiting the Information Commissioner's Office website at <https://ico.org.uk/>

Policy Endorsements

Please check **Your Policy Schedule** to see which of these **Endorsements** apply to **Your** policy.

Endorsement AV1 – Agreed Value

In the event of any **Theft** or damage to the **Vehicle** (including any **Accessories** and spare parts on the **Vehicle**), subject to the policy **Excess** being deducted **The Insurer** will pay the amount stated in the **Policy Schedule** as representing the value of **Your Vehicle** if the **Theft** or damage is insured under this policy.

Endorsement AW1 – Annual Wedding Use

The policy is extended to include use for Hire and Reward in connection with any wedding for which the **Policyholder** may be paid. This use is intended to provide an income to support the upkeep of the **Vehicle** and is not available to chauffeurs, private hire operators or any occupation in connection with the motor trade, or where the provision of vehicles is the **Policyholders** main source of income.

Endorsement C23 – Immobilisation Warranty

The Insurer will not provide cover under **Your** policy in respect of **Theft** of **Your Vehicle** unless:

- a) It is fitted with a Thatcham approved category 1 or 2 alarm and/or immobilisation device and a copy of the Installation Certificate has been sent to **Us**.
- b) The device was activated and working effectively at the time of the **Theft**.
- c) All keys to activate/deactivate the immobilisation device fitted to **Your Vehicle** are submitted intact to **Us**.

Endorsement C24 – Garaging Warranty

Cover provided by **Your** policy will not apply in respect of **Theft**/or damage to **Your Vehicle** caused directly by **Theft**, or malicious damage between the hours of 10.00pm and 6.00am unless **Your Vehicle** is kept in a locked and secured building and **Your Vehicle** is:

- a) At **Your** private dwelling place
or
- b) At any other address specifically agreed by **Us**.

This only applies if **Your Vehicle** is within 0.5 mile radius of a) or b)

Endorsement C25 – Tracker Warranty

The Insurer will not provide cover under **Your** policy in respect of **Theft** of **Your Vehicle** unless all the following conditions have been met:

- a) **Your Vehicle** is fitted with a Thatcham currently approved anti-theft electronic tracker recovery device.
- b) The device was activated and working correctly at the time of the **Theft**.
- c) All subscriptions associated to the device are paid and up to date.
- e) The tracking company is notified of the **Theft** of **Your Vehicle** within 4 hours of **You** becoming aware of the **Theft**.

Alternative tracking devices which are not approved by Thatcham, must be pre-agreed in writing as acceptable by **Us** before **Theft** cover is granted.

Endorsement CH0 – Accidental damage fire and theft only

The Insurance provided by this policy in connection with the insured **Vehicle** is suspended other than Section 1 (**Theft** or damage to **Your Vehicle**).

Endorsement CH1 – 1500 miles maximum

The Insurance cover provided by this policy in connection with the insured **Vehicle** is restricted to 1500 miles per **Period of Insurance**. If it is established following a claim that the insured **Vehicle** has exceeded 1500 miles during the **Period of Insurance** there will be no cover provided under Section 1 (**Theft** or damage to **Your Vehicle**).

Endorsement CH2 – 3000 miles maximum

The Insurance cover provided by this policy in connection with the insured **Vehicle** is restricted to 3000 miles per **Period of Insurance**. If it is established following a claim that the insured **Vehicle** has exceeded 3000 miles during the **Period of Insurance** there will be no cover provided under Section 1 (**Theft** or damage to **Your Vehicle**).

Endorsement CH3 – 5000 miles maximum

The Insurance cover provided by this policy in connection with the insured **Vehicle** is restricted to 5000 miles per **Period of Insurance**. If it is established following a claim that the insured **Vehicle** has exceeded 5000 miles during the **Period of Insurance** there will be no cover provided under Section 1 (**Theft** or damage to **Your Vehicle**).

Endorsement CH4 – 7500 miles maximum

The Insurance cover provided by this policy in connection with the insured **Vehicle** is restricted to 7500 miles per **Period of Insurance**. If it is established following a claim that the insured **Vehicle** has exceeded 7500 miles during the **Period of Insurance** there will be no cover provided under the policy.

Endorsement CH5 – trailer cover – third party only

The cover provided by Section 2 of the policy shall apply in respect of any trailer for which details have been supplied to **The Insurer** when this is attached to the insured **Vehicle** or is temporarily detached whilst away from the Insured's premises provided always that **The Insurer** shall be under no liability unless the insured **Vehicle** to which the trailer was attached remains in the vicinity of such detached trailer.

Endorsement CNP1 – Cherished Number Plate Cover

The policy is extended to insure the loss of the registration number of **Your Vehicle** if it is withdrawn by DVLA following **Theft** or damage beyond economic repair to **Your Vehicle** and the **Theft** or damage is covered by this policy. The **Insurer** will pay **You** the value of **Your** registration number plate subject to confirmation by a member of the Cherished Numbers Dealers Association.

Endorsement MV1 – Market Value

Cover will remain on a **Market Value** basis, subject to the value requested on the proposal form being the maximum liability of **The Insurer**, until all required documentation has been received and an **Agreed Value** certificate has been issued.

Endorsement MV2 – Military Vehicle Re-Enactment

Liability cover is extended to include use of the **Vehicle** for the purposes of historical re-enactment, when operated by a named driver covered under the policy.

This **Endorsement** will not apply if the re-enactment is in connection with any television or film production.

Endorsement RI1 – Reinstatement Cover 25% Increase

It is hereby noted that the **Agreed Value** of the insured **Vehicle** is as detailed on the **Agreed Value** certificate and **Policy Schedule**. It is further noted and agreed that this sum is increased by 25% in respect of repairs to the insured **Vehicle**. This does not apply in any other circumstance.

Endorsement RI2 – Reinstatement Cover 50% Increase

It is hereby noted that the **Agreed Value** of the insured **Vehicle** is as detailed on the **Agreed Value** certificate and **Policy Schedule**. It is further noted and agreed that this sum is increased by 50% in respect of repairs to the insured **Vehicle**. This does not apply in any other circumstance.



MIDAS

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