

# CAPULUS

Motor Fleet Policy

# Motor Fleet Policy

## Welcome

Thank you for choosing Capulus Limited for your motor fleet policy. We combine exceptional service with A+ insurance capacity provided by our partners at Alwyn to give you complete motoring peace of mind.

### About Us

Your policy is arranged by Capulus Limited, who are authorised and regulated by the Financial Conduct Authority FRN. 812830. Registered Office C/O Bevan Buckland LLP, Ground Floor, Cardigan House, Castle Court, Swansea Enterprise Park, Swansea, Wales, SA7 9LA.

Cover is underwritten by Alwyn Insurance Company Limited, who are authorised and regulated by the Gibraltar Financial Services Commission. Registered number 106261. Registered Office P.O. Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar.

### Important information

Your Motor Fleet policy is made up of several parts which must be read together as they form your contract between you and us.

Please take time to read all parts of the policy to make sure they meet your needs and that you understand the terms, exclusions and conditions. If you wish to change anything or if there is anything you do not understand, please let your insurance adviser know immediately.

It is important that you check the accuracy of the facts set out in your proposal form, the declarations which you have signed and any other information which you sent to us. If any information is incorrect, please let us know, as failure to do so could affect the validity of your policy or the extent to which any claim may be payable.

The parts of the policy which form your contract of insurance with Capulus Limited are:

- this Motor Fleet Policy
- the policy schedule, which includes all Clause(s) applied to your policy while the policy is in force and the schedule of vehicles
- the Certificate(s) of Motor Insurance issued with your policy.

Please examine this policy and if it is not correct return it immediately to your insurance adviser for alteration.



Darren Ovenden  
Director

# CAPULUS

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## Notice – Data Protection

We collect and use relevant information about you to provide you with insurance cover and to meet our legal obligations. This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you have. By accepting this insurance you consent to such use of your personal data.

Your information may be shared with, and used by, a number of third parties in the insurance sector including brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

### Other people's details you provide to us

Where you provide us or your insurance advisor with details about other people, for example employees, you must provide this notice to them.

### Your rights

You have rights in relation to the information we hold about you, including the right to access your information held by us. If you wish to exercise your rights please use the contact details provided on our full Privacy Notice which can be found here [www.capulus.co.uk](http://www.capulus.co.uk)

### Want more details?

For more information about how we use your personal information and your rights please see our full Privacy Notice which can be found here [www.capulus.co.uk](http://www.capulus.co.uk)

If you are unable to obtain the notice via our website, please ask your insurance advisor to contact us and we will provide the notice to you in a different format.

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# Motor Fleet Policy

## Definitions

The following definitions will carry the same meaning wherever they are shown in bold.

### Certificate of motor insurance

The legal document which is evidence that you have the insurance needed by law, describes your vehicle, who may drive it and the purposes for which it may be used.

### Credit hire

The provision of a **self-drive hire** vehicle under a **hire agreement** that defers payment by the hirer to a later date.

### Endorsement

A change in the terms of your insurance. An **endorsement** does not apply unless shown on your policy schedule.

### Excess

The amount you have to pay towards any claim under this insurance. If more than one of your vehicles is involved in the same accident or loss any **excess** which is applicable will be applied to each of your vehicles as though insured separately.

### Hire agreement

The signed temporary contract of hire between you and the **hirer** which incorporates an insurance proposal form.

### Hirer

The person who has completed and signed the **hire agreement** whether as an individual or on behalf of a business.

### Indemnity

A legal principle applying to this insurance which provides that a person sustaining a loss is placed as near as is possible in the same financial position after the loss as was occupied immediately before the loss.

### Market value

The estimated value of your vehicle had it been placed on the open market immediately preceding the loss or damage. The assessment of **market value** will be made on the basis that the vehicle is offered for sale in similar circumstances as applied immediately preceding the purchase by you. For example, if the vehicle was purchased privately, we will settle at the private sale price.

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# Motor Fleet Policy

## Definitions

### Period of hire

The period stated in the **hire agreement** but no more than the maximum number of days shown in the policy schedule.

### Period of insurance

The length of time covered by this insurance as shown on the policy schedule.

### Principal

Any person, company, partnership or firm with which you have entered into a contract for the execution of work or services.

### Self-drive hire

The provision of **your vehicle** to a hirer under a **hire agreement** for personal use or in connection with their business.

### Self-drive hire vehicle

Any vehicle shown in the policy schedule to be available to be driven or used for **self-drive hire**.

### Sound reproduction and communications equipment

Permanently fitted radios, televisions, DVDs, navigation equipment, security devices, cassette and compact disc players, citizens band radios and telecommunications equipment. Portable items, cassette tapes and compact discs are not included in this definition.

### Terrorism

An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### The policyholder, the insured, you, your

The person, company, partnership or firm named in the **certificate of motor insurance** and the policy schedule.

### Trailer

Any trailer or agricultural or forestry implement or machine which is properly constructed to be towed by a vehicle.

# Motor Fleet Policy

## Definitions

### **Unattended**

When you or any passengers are not sitting in your vehicle.

### **We, us, our**

Capulus Limited, on behalf of the insurers, Alwyn Insurance Company Limited. Registered Office: 5 Ash Tree Court, Woodsy Close, Pontprennau, Cardiff, CF23 8RW. Company No: 11274813

### **Your vehicle**

Any vehicle shown on the policy schedule with its fitted accessories and spare parts

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## Insurance provided

The level of cover provided by this insurance is shown on your policy schedule. The sections of this document that apply for each level of cover are as shown below. Cover is subject to any **endorsement** shown on your policy schedule.

- 1 **Comprehensive** - All sections of this insurance document apply.
- 2 **Third party fire and theft** - Section 6 does not apply and section 2 applies only to loss by theft or damage by fire, theft or attempted theft.
- 3 **Third party only** - Sections 2 and 6 do not apply.

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# Motor Fleet Policy

## Section 1 Liability to third parties

### What we cover

#### Your liability while using your vehicle

We will insure you for all amounts which you may be legally liable to pay:

- for death of or bodily injury to any person; and
- for damage to property

as the result of an accident involving your vehicle including loading or unloading.

We will not pay more than £20,000,000 in respect of motor cars or £5,000,000 in respect of any other vehicle type for damage to property for any one claim or series of claims arising out of one cause. These limits will include all losses (whether caused directly or indirectly) and all legal costs following damage to property.

#### Liability of others while using your vehicle

In the same way as you are insured we will indemnify

- any person using or driving your vehicle with your permission as long as such person and use is included on your **certificate of motor insurance**;
- at your request the owner of your vehicle if this is someone other than you;
- at your request any passenger travelling in, or getting into or out of your vehicle; and
- the legal representatives of any person insured under this section in the event of his or her death.

#### Contingent liability

In the same way as we insure your vehicle under this section we will also insure you when, without your knowledge or consent, your employee is using a vehicle other than your vehicle for your business, but we will not insure you if there is any other insurance covering the same liability.

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# Motor Fleet Policy

## Section 1 Liability to third parties

### Legal costs

If we think it necessary, we will pay

- costs and expenses incurred; and
- solicitors' fees for representation at a Coroner's Inquest or Fatal Accident Inquiry or for defending any prosecution in a Court of Summary Jurisdiction

in connection with any event which might be the subject of a claim under this section.

In addition, we may provide a legal representative to advise and represent anyone covered under this section if proceedings are taken out against that person for manslaughter (including costs arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007 where cover is limited to £5 million in relation to any one claim or series of claims arising from one cause) or causing death by dangerous or careless/inconsiderate driving.

### Cross liabilities

If your policy schedule is issued in the name of more than one party, each shall be deemed third parties to one another in respect of claims under this section of your insurance. The total liability for all claims shall not exceed the limit of liability stated in this policy wording.

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# Motor Fleet Policy

## Section 1 Exceptions to section 1

### What we do not cover

- Any person claiming but not driving if, to the knowledge of that person, the driver does not hold a licence to drive your vehicle unless the driver has held and is not disqualified from holding or obtaining such a licence.
- Liability incurred by anyone who is insured against the same liability under any other insurance.
- Loss of or damage to your vehicle (or any other vehicle covered by this insurance for contingent liability).
- Loss of use of your vehicle or any subsequent loss caused directly or indirectly by the event which led to your claim.
- Loss of or damage to:
  - a) any property or animal belonging to or in the care of any person insured under this section of this insurance document; or
  - b) any property or animal being conveyed in or loaded onto or unloaded from the insured vehicle or any other vehicle covered for contingent liability.
- Death, injury or damage occurring beyond the limits of any carriageway or thoroughfare caused or arising in connection with the loading or unloading of your vehicle by any person other than the driver or attendant of your vehicle.
- Death of or injury to any person during the course of their employment, except for the cover we must provide under the Road Traffic Acts or any other legislation applicable to motor insurance.
- Death, injury or damage caused by or connected with property on which you have carried out any process of manufacture, construction, alteration, repair or treatment.
- Legal costs which are covered under any other insurance policy.
- Exemplary, aggravated or punitive damages.
- Any fines or penalties imposed as a consequence of a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 or any prosecution costs.

# Motor Fleet Policy

## Section 2 Damage to your vehicle and fire and theft

### What we cover

If your vehicle is damaged, or lost by theft or damaged by fire, theft or attempted theft, we will at our option

- repair or replace it; or
- pay you an amount of cash.

Loss or damage more specifically covered under section 6 of this insurance document is excluded.

### The most we will pay

If your vehicle was

- first registered from new in the United Kingdom; and
- originally supplied by the manufacturer's officially approved United Kingdom dealership

the most we will pay will be its insured value, the amount shown on your purchase receipt for your vehicle, or **market value** at the time of damage, whichever is the lowest amount subject to a maximum vehicle value of £500,000.

If your vehicle was not originally supplied as new by the manufacturer's officially approved United Kingdom dealership, the most we will pay will be

- the insured value; or
- the amount shown on your purchase receipt for your vehicle; or
- the **market value** of the manufacturer's United Kingdom model with the nearest equivalent specification whichever is the lowest amount subject to a maximum vehicle value of £500,000

If your vehicle is under a lease agreement the most we will pay is the written down value or the **market value** whichever is the lesser.

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# Motor Fleet Policy

## Section 2 Damage to your vehicle and fire and theft

### Theft of keys

If the keys or lock transmitter for your vehicle are stolen and you have reason to believe that the person in possession of the stolen keys or lock transmitter would be able to identify the whereabouts of your vehicle we will pay for the cost of replacing

- the door locks and/or boot lock; or
- the ignition/steering lock; or
- the lock transmitter and central locking interface
- immobilisation system

We will also pay for the cost of re-coding or if necessary replacing any alarm system used in connection with your vehicle.

The total amount payable as a result of the theft of keys or lock transmitter will be limited to a maximum of £1,000 any one incident for each of your vehicles.

### Excess

You are responsible for paying the first part of each claim under this section in accordance with the amount(s) shown on your policy schedule. The amounts shown on the policy schedule apply to each vehicle which is subject to a claim under this policy.

### High value vehicle coinsurance excess

In addition to any other amount you must pay as shown elsewhere in this policy or in any **endorsement** shown in your policy schedule you must pay the first 20% of the portion of any claim under this section exceeding the following value limits:

Where Your Vehicle is;

- a Private Car and the Market Value exceeds £150,000,
- any other Vehicle Type and the Market Value exceeds £250,000

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## Young and inexperienced driver excess

In addition to any other amount you must pay as shown elsewhere in this policy or in any **endorsement** shown in your policy schedule you must pay the below amount applying to any young or inexperienced driver. The amounts shown on the policy schedule apply to each vehicle which is subject to a claim under this policy.

Age of Driver	Amount of Excess
• Under 21 years of age	£500
• 21 – 24 years of age	£400
• 25 years or over where the driver holds	
○ a provisional licence	£250
○ a full UK or EU licence for a period of less than 2 years	£250

# Motor Fleet Policy

## Section 2 Exceptions to section 2

### What we do not cover

- a Any claim for more than £500 for the repair or replacement of **sound reproduction and communications equipment** which was not fitted as a standard accessory to your vehicle at original manufacture.
- b Loss or damage when your vehicle is left unattended if the last person in possession of or in charge of your vehicle prior to the loss or damage is not included to drive in your **certificate of motor insurance**.
- c Damage to or loss of your vehicle or its accessories and spare parts if the vehicle is left unattended unless all ignition keys are removed from your vehicle and all doors, windows and other openings are closed and locked so that your vehicle is fully secure. This applies even for short periods such as in a petrol station.
- d Loss or damage to trailers owned by you or in your care, custody or control but details of which have not previously been notified to us.
- e Loss of or damage to any drawbar trailer not attached to your vehicle, unless notified to, and agreed by us.
- f Loss of use or any other loss caused directly or indirectly by the event which led to your claim.
- g Depreciation, wear and tear.
- h Any reduction in **market value** following repairs to your vehicle.
- i Any reduction in **market value** following the theft of your vehicle.
- j Damage to tyres caused by braking, punctures, cuts or bursts unless resulting from an accident to your vehicle.
- k Any part of the cost of repair or replacement which leaves your vehicle in a better condition than before the damage was sustained.
- l Any part of the cost of repairing or renewing areas of your vehicle which were not damaged in the incident for which you are claiming.
- m Mechanical, electrical, electronic, computer failures or breakdown or breakages.
- n Loss or damage caused maliciously or wilfully by you or your business partner, director or employee or any other person insured to drive the vehicle or for loss or damage caused with your consent or support.
- o The loss of, or damage to, your vehicle resulting from fraud, deception or attempted fraud or deception or by the using of a counterfeit or other form of payment which a bank or building society will not authorise.
- p Loss resulting from repossession or restitution of your vehicle to its rightful owner.
- q Any greater amount than the manufacturer's last United Kingdom list price of any part or accessory if such part or accessory is not available from stock in the United Kingdom.
- r Any loss or damage to personal belongings or effects in your vehicle.
- s Loss or damage caused by an inappropriate type or grade of fuel being used.
- t Loss or theft of fuel.
- u Loss or damage exceeding £5,000,000 at any one location.

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# Motor Fleet Policy

## Section 3 Towing

### What we cover

#### Mechanically propelled vehicles

In the same terms as we insure you under section 1 of this insurance document we will extend cover to apply while a disabled mechanically propelled vehicle is being towed by or is attached to your vehicle or becomes temporarily detached from the insured vehicle during the course of a journey.

#### Trailers

In the same terms as we insure you under section 1 and section 2 of this insurance document we will extend cover to apply while a trailer is being towed by or is attached to your vehicle or becomes temporarily detached from the insured vehicle during the course of a journey.

### What we do not cover

We will not pay under this section

- for loss or damage to any disabled mechanically propelled vehicle
- for loss of or damage to any property being carried in or on such trailer or disabled mechanically propelled vehicle.
- for any subsequent loss caused directly or indirectly by towing
- for any liability incurred in respect of trailers unattached at the time of loss (except where they have become temporarily unattached during the course of the journey) unless otherwise endorsed on your policy schedule.

# Motor Fleet Policy

## Section 4 Indemnity to principals

### What we cover

In the same terms in which we insure you in section 1 of this insurance document, we will extend cover to include any liability assumed by you in connection with your vehicle under any contract with a principal.

### What we do not cover

We will not pay under this section

- if we do not have full control over the conduct of any claim which occurs;
- for death or injury to any employee of the principal during the course of their employment except for the cover we must provide under the Road Traffic Acts or any other legislation applicable to motor insurance;
- for any liability which attaches to the principal by virtue of an agreement which would not have attached in the absence of such agreement;
- for any liability resulting from the negligence of any person other than you, or your business partner, director or employee; or
- where a principal is entitled to **indemnity** under any other insurance

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# Motor Fleet Policy

## Section 5 Unauthorised movement

### What we cover

In the same terms as we insure you under section 1 of this insurance document, we will extend cover to include liability arising out of the moving aside, without the authority of the owner, an obstructing vehicle if the position of this vehicle prevents the legitimate passage or the loading or unloading of your vehicle.

This cover only applies while the obstructing vehicle is being driven by you, or your business partner, director or employee.

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## Section 6 Repairing and replacing glass

### What we cover

If the windscreen or a window or the glass sunroof of your vehicle is broken or damaged we will pay the reasonable cost of repairing or replacing it. We will also pay for any scratching of bodywork caused by broken glass.

If you contact Capulus Ltd to arrange for the broken or damaged glass to be repaired or replaced, cover will be unlimited.

If you use any other glass fitting service to repair or replace the broken or damaged glass without our consent, the most we will pay is £150 for any one claim, after the deduction of any excess.

### Excess

You will have to pay an **excess** in relation to claims made under this section. The **excess** will be shown as an **endorsement** on your policy schedule. Unless endorsed otherwise, you will not have to pay the **excess** if the damaged glass is repaired rather than replaced by Capulus Ltd.

24-hour Capulus Ltd helpline – 0344 856 2263  
Please have your certificate of insurance available.

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# Motor Fleet Policy

## Section 7 Unauthorised use

### What we cover

In the same terms as we insure you under this insurance we will also provide **indemnity** if your vehicle is being used or driven by your business partner, director or employee and is being used without your knowledge and consent for a purpose not permitted by your **certificate of motor insurance**.

### What we do not cover

We will not provide **indemnity** under this section

- to anyone other than the policyholder in respect of claims for liability to others; or
- unless you have taken all reasonable precautions to ensure that all persons who may use or drive your vehicle are aware of the limitations to use under this insurance

# Motor Fleet Policy

## Section 8 Geographical limits and travel abroad

### Geographical limits

This insurance provides full policy schedule cover while your vehicle is in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Additionally, in accordance with EU Directives, this insurance provides the minimum cover necessary to comply with the laws relating to compulsory motor insurance while your vehicle is in:

- any country which is a member of the European Union; or
- any other country which agrees to meet European Union Directives on motor insurance and which the Commission of the European Union is satisfied has made arrangements to meet the requirements of these Directives.

### Cover for your vehicle whilst abroad

The cover shown on your policy schedule is automatically extended for a maximum of 30 days per annual vehicle in any one insurance period to the countries defined in the bullet points above.

### Additional cover under this section

We will also insure you while your vehicle is being loaded or unloaded or is in transit to or from the countries in which full policy schedule cover applies. Transit must be by a recognised air, sea or motor-rail route taking less than 65 hours under normal conditions or via the Channel Tunnel Fixed Link.

We will also refund any customs duty that you may be obliged to pay as a direct result of loss of or damage to your vehicle preventing it being returned to the United Kingdom from any country in which we have agreed to insure you. Customs duty will only be refunded provided that the loss or damage is covered by this insurance.

This insurance also provides cover for General Average contributions, salvage charges and sue and labour charges while your vehicle is being transported by sea between any countries in which we agree to insure you. This cover is only provided when the loss or damage to your vehicle is covered by this insurance.

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## Section 9 Medical Expenses

### What we cover

If there is an accident involving your vehicle, we will pay up to £250 to cover the medical expenses of each person who is injured while they are in your vehicle.

# Motor Fleet Policy

## Section 10 Self-drive hire

### The cover

We will extend cover to insure you whilst your **self-drive hire vehicle** is being driven or used during the **period of hire** by a driver within the Geographical Limits in Section 8 provided that:

1. the vehicle is being driven or used in accordance with the **certificate of motor insurance** and the policy schedule;
2. the driver complies with the terms, conditions and exclusions of this policy and the **hire agreement** insofar as they can apply;
3. if you do not renew the policy, the **period of hire** is completed during the period of insurance.

Where a **hirer** and/or driver has failed to provide accurate information or has withheld or misrepresented any material information when completing the **hire agreement**, the policyholder and not the **hirer** and/or driver will be indemnified.

### Conversion or theft by **hirer** coinsurance.

Where your vehicle is insured under section 2 of this insurance document, you are responsible for paying the first 25% (or the policy theft **excess** shown in your policy schedule, whichever is the greater) for each claim arising from theft, attempted theft or the taking without your consent of your vehicle by or with the connivance of the **hirer**, driver(s) and/or their agent(s), including any recovery costs and expenses incurred.

### Contingency Cover

Where you have agreed that the **hirer** will insure your **self-drive hire vehicle** for the **period of hire** we will indemnify you but not the **hirer** or driver in the event that:

- a) the **hirer's** own insurer is unable to pay the claim (or part of the claim) due to its own insolvency; or
- b) the **hirer's** insurance cover is inadequate, inappropriate or has been cancelled; or
- c) the **hirer's** insurer refuses to provide **indemnity** where the **hirer** and/or the driver has withheld or misrepresented material information and/or acted fraudulently or criminally but not if you have been party to the non-disclosure, misrepresentation, fraud or criminal act;

# Motor Fleet Policy

## Section 10 Self-drive hire

provided that:

- a) prior to the **hire agreement** being signed and the commencement of the **period of hire** you receive written or electronic confirmation from the **hirer's** insurer that comprehensive insurance cover is in force;
- b) the drivers named in the cover note or certificate of motor insurance are entitled to drive or use the vehicle;
- c) prior to the **hire agreement** being signed the declared use of the vehicle is in accordance with the certificate of motor insurance issued by the insurer;
- d) the **hire agreement** states clearly that the **hirer's** own insurance applies and has the required documentation and information attached to it;
- e) in the event of the **hirer's** own insurer becoming insolvent, you;
  - i) have already procured the maximum recovery possible from both the insurer's insolvency fund and the relative statutory compensation fund; and
  - ii) will be entitled to pursue recovery of our outlay from the **hirer** or the **hirer's** agent;
- f) you keep a copy of the cover note or certificate of motor insurance and any related documentation for at least four years, or if there has been a claim, for any further period we require.

You are responsible for paying the first 25% (or the policy damage **excess** shown in your policy schedule, whichever is the greater) for each claim including any recovery costs and expenses incurred under Section 2 of the policy.

### Conditions and clauses

The following conditions and clauses which apply to the whole of this section should be read carefully as non-compliance will affect the cover provided.

- A. Where your policy schedule shows that a **hirer** and/or driver is insured on a standard basis, the **hirer** and/or driver must:
  1. be between the minimum and maximum ages shown against the applicable vehicle type in the policy schedule;
  2. have held the relevant licence for the minimum period required on your policy schedule
  3. have a driving licence without any terms or restrictions imposed by the DVLA or DVA for any medical condition requiring notification;
  4. not be engaged in professional sport; racing; gambling; modelling or entertainment, other than as a classical musician; hawking or general dealing; street or market trading; a student; a member of the United Kingdom armed forces aged under 25 or a member of the armed forces of any other country;
  5. Not have:
    - a. had more than one fault or partial fault accident in the last 3 years;
    - b. been disqualified from driving in the last 3 years including Totting Up (TT99) convictions;

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# Motor Fleet Policy

## Section 10 Self-drive hire

- c. more than 8 unexpired points on their driving licence
- d. been convicted during the last 3 years of an offence for Reckless/Dangerous (All DD), Drink/Drugs (all DR / All DG), Taking/Stealing (All UT), Failing to Stop/Report (All AC), Motor Racing (MS50), Careless Driving (All CD), Mutual Recognition (All MR), or No Insurance (All IN).
- e. had a motor insurance proposal declined, a policy cancelled, renewal refused or special terms, conditions, exclusions or an increased premium imposed.

Where your policy schedule shows that we have agreed to accept **hirers** and/or drivers falling outside the standard eligibility criteria set out in 1 – 5 above on a non-standard basis, we may impose additional terms, conditions and exclusions as well as an increased premium.

### B. You must always:

1. verify the identity, date of birth and address of the **hirer** and/or driver;
  - a) if an individual, by
    - i. inspecting and retaining a digital copy of the DVLA Licence Check and, in addition;
    - ii. at least one of the following, a passport, cheque book, debit or credit card or original utility bill.
  - b) if a representative of a business, by:
    - i. checking the documents as in a) above and, in addition;
    - ii. checking that the business is in existence;
    - iii. establishing that there is a link between the representative and the business;
    - iv. confirming the authenticity of the hire by telephone or email.
2. ensure, in the event of your **self-drive hire vehicle** being delivered to the **hirer** or driver that all documentation is completed and checked inside the home or, if applicable, the repairer or garage where the **hirer** or driver's own vehicle is located undergoing repair, service or MOT.
3. ensure that at the point of release of your **self-drive hire vehicle** at the commencement of the hire period, you have physically inspected the identity of the **hirer** or driver and that the individual matches the details provided in B.1. above, unless endorsed otherwise on your policy schedule.

# Motor Fleet Policy

## Section 10 Self-drive hire

4. ensure at all times that in the event of your **self-drive hire vehicle** being accessed remotely by the **hirer** or driver through the use of mobile phone application and or facial recognition technology or other associated technologies, that the individual presented as the **hirer** or driver matches the details provided in B.1. above.
- C. Before the **period of hire** begins, you must ensure that:
  1. the **hirer** and, where applicable, the driver has personally signed a fully completed **hire agreement** and provided all the relevant information;
  2. you have checked and verified all the required documents.
- D. You will, for the purpose of this policy be considered at all times to be the agent of the **hirer** and not our agent.
- E. If anyone other than the **hirer** completes a **hire agreement**, you will be considered to be the **hirer's** agent for all purposes relating to its completion.
- F. Copies of all **hire agreements**, licences, photographs and other related documentation must be kept for at least 4 years or, if there has been a claim, for any further period we require. These must be available for inspection by us on request.
- G. Payment for all hires must be by credit or debit card other than where your vehicle is being hired under a **credit hire** contract. We may, on request, give authorisation for a **hirer** to pay part of the hire cost in cash but only if the full deposit is paid for by credit or debit card.
- H. You must ensure that whenever your vehicle is returned out of business hours, the driver returns its keys through an external non-return drawer or deposit system which goes into an internal key safe fitted to or in a solid masonry wall. In addition, if the business premises have a CCTV system, the key safe deposit must be within its coverage.
- I. You must provide us with all the information, documentation and assistance necessary to enable us to pursue, in your name, the recovery of our outlay from the **hirer** or the **hirer's** agent in the event of:
  1. the **hirer** and/or driver failing to provide accurate information or withholding or misrepresenting any material information when completing the **hire agreement** acting fraudulently or criminally;
  2. the **hirer's** own insurance failing to provide **indemnity** because the policy cover is inadequate, inappropriate or is no longer in force.

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## Section 10 Self-drive hire

- J. Where your policy schedule shows that you are required to have digital camera, CCTV recording systems and/or telematics fitted in or to your vehicles, you must:
1. ensure these are fully operational and activated at all times.
  2. on request, provide us with all available records, footage and memory cards relating to an incident which may give rise to a claim.

### Exclusions

No cover will be provided under this section for:

1. The hire of any **self-drive hire vehicle**:
  - a) paid for in cash other than as specifically allowed for under Conditions and clause G above,
  - b) under a **credit hire** agreement unless specifically agreed by us in writing;
  - c) where the **period of hire**:
    - i. has been extended without the completion of a further **hire agreement** noting the original **hire agreement** reference number. The extension must have an audit trail showing payment received from the **hirer**;
    - ii. exceeds 90 days in total including any extension.
2. The driving or use of a **self-drive hire vehicle**:
  - a) outside the United Kingdom unless specifically endorsed in your policy schedule;
  - b) for fast food delivery
  - c) for the carriage of goods for hire or reward unless specifically endorsed in your policy schedule
  - d) for the carriage of passengers for hire or reward unless specifically endorsed in your policy schedule.

Where your vehicle is to be driven or used for the carriage of passengers for hire and reward and your schedule has been endorsed to include this, cover will be provided but only if:

- i. the vehicle is licensed to operate in the same area as that of the **hirer** and is operated only within that area;
- ii. the **hirer** and/or driver's licence to operate is fully operative and has not been cancelled, suspended, revoked, altered or refused at renewal;
- iii. the **hirer** and/or driver complies fully with the terms and conditions of the local licensing authority or where applicable, the Public Carriage Office.

# CAPULUS

# Motor Fleet Policy

## General Exceptions

These exceptions apply to the whole insurance.

Your insurance does not cover the following.

- 1 Any accident, injury, loss or damage while your vehicle or any other vehicle covered by this insurance is
  - being driven by or is in the charge of any person who is driving without your permission or is not included on your **certificate of motor insurance** as a person entitled to drive;
  - being driven by or is in the charge of any person who is excluded from driving by an **endorsement**, term or condition of this insurance;
  - being used for any purpose not permitted by your **certificate of motor insurance** (this exception does not apply to section 7 of this insurance document);
  - being used for rallies, trials, competitions, racing, pacemaking, or any speed contest or being driven in a match whether or not for wager;
  - being let out on hire unless permitted by your **certificate of motor insurance**.
  - being driven by any person who fails to comply with the terms and limitations of his or her driving licence except where a driving licence is not required by law.
  - being driven with your permission by any person who does not hold or has not held a valid driving licence except where a driving licence is not required by law.
  - being driven by any person who is disqualified from driving or who by law is prevented from holding or obtaining a driving licence;
  - being driven by any person who is found to have exceeded the statutory limits as expressed in road traffic legislation in respect of the consumption and/or use of alcohol or drugs;
  - being driven in an unsafe or unroadworthy condition or does not have a valid MOT certificate when required to do so;
  - carrying a load which would result in the Gross Plated Weight or Gross Train Weight for the vehicle being exceeded;
  - being driven with an insecure load, or a number of passengers which makes it unsafe to drive or exceeds the manufacturer's specification;
  - being used for the carriage of explosives, chemicals, chemical by-products, acids, goods of a generally dangerous or inflammable nature or any use where ADR regulations apply unless otherwise endorsed on your policy schedule.
  - towing a trailer which is unsafe or has an insecure load;
  - towing a greater number of trailers than is permitted by law;
  - being used outside the geographical limits of this insurance unless cover has been extended beyond these limits under section 8 of this insurance document;
  - damaged by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
  - being driven or used for hire and reward purposes without the appropriate operator's licence where required.

# CAPULUS

# Motor Fleet Policy

## General Exceptions

- 2 Any loss or damage caused by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), revolution, riot, or any similar event.
- 3 Any loss or damage or liability caused directly or indirectly by any act of **terrorism**, other than to meet the requirements of the Road Traffic Acts or any other legislation applicable to motor insurance.
- 4 Any loss or damage caused by any government, public or local authority legally taking or damaging your property.
- 5 Any loss or damage caused by
  - earthquake.
- 6 Any liability you have accepted by agreement or contract unless that liability would have existed without the agreement (this exception does not apply to section 4 of this insurance document)
- 7 Any loss or damage caused directly or indirectly by
  - ionising radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel however caused; or
  - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear material or any part of it.
- 8 Any loss, damage or liability arising from pollution or contamination, however caused, other than to meet the requirements of the Road Traffic Acts or any other legislation applicable to motor insurance.
- 9 Any loss, damage or liability caused by the solidification, spillage, leakage or mis-delivery of any load
  - being carried on; or
  - being loaded onto or unloaded from your vehicle.other than to meet the requirements of the Road Traffic Acts or any other legislation applicable to motor insurance.
- 10 Any accident, injury, loss or damage caused by or arising out of the operation of:
  - a special type vehicle
  - plant forming part of the insured vehicle or attached thereto as a tool of tradeother than to meet the requirements of the Road Traffic Acts or any other legislation applicable to motor insurance

# Motor Fleet Policy

## General Exceptions

- 11 Any accident, injury, loss, damage or legal liability of whatsoever nature directly caused by, or contributed to by, or arising from your vehicle whilst in or on that part of any commercial, private or military airport or airfield provided for
  - the take-off or landing of aircraft or the movement of aircraft on the ground; or
  - aircraft parking, including any associated service roads, refuelling areas, ground equipment parking at aprons, maintenance areas and hangars.The exception does not apply to section 2 of this insurance document.
  
- 12 Any loss, damage or liability incurred while your vehicle is being used on derestricted toll roads (roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended), including the Nürburgring.

The General exceptions shown above are in addition to any exceptions shown elsewhere in this insurance document or on your policy schedule.

CAPULUS

# Motor Fleet Policy

## General Conditions

These conditions apply to this insurance as a whole and are in addition to any conditions shown elsewhere in this insurance document or on your policy schedule.

### A Compulsory motor insurance - our right of recovery

If the law in any country to which this insurance applies obliges us to make a payment which we would not otherwise have paid, we reserve the right to recover the amount paid from you or the person, company, partnership or firm that incurred the liability which made the payment necessary.

### B Notification of changes - your obligations

#### 1) Replacement or additional vehicles (including temporary additions) and deletions of vehicles

You must tell us immediately of any replacement or additional vehicle you wish to insure under this insurance for entry on the Motor Insurance Database as required by the relevant law applicable in Great Britain and Northern Ireland. The replacement or additional vehicle should not be used until you have advised us or your insurance broker. If you do not tell us, and the replacement or additional vehicle is involved in an accident or loss, your insurance may not cover you fully or at all.

Cover for any replacement or additional vehicle under this insurance will be subject to such terms as we may require.

Vehicle deletions must be advised to Capulus as and when such vehicle or vehicles are required to be removed cover.

Temporary additional vehicles, defined as vehicles added and deleted within the same declaration period, are calculated on a pro-rata basis subject to a minimum charge of £25.00 plus Insurance Premium Tax unless otherwise endorsed on your policy schedule.

#### 2) Temporary Substitutions of Vehicles

The cover provided by this policy will not apply to your vehicle(s) whilst they are in the custody or control of a Motor Trader, unless the Motor Trader is part of our Approved Repairer network.

# CAPULUS

# Motor Fleet Policy

## General Conditions

### 3) Other changes

You must tell us immediately about any changes which could affect your insurance and which have happened since the cover first started or since you last renewed your insurance cover. If you do not tell us about these changes your insurance may not cover you fully or at all. Some examples of changes which must be notified to us are as follows

- details of drivers you have not told us about before;
- if anyone who drives under this insurance sustains convictions or prosecutions;
- details if you or anyone who will drive develops a medical condition;
- if you intend to modify your vehicle even if the change is only cosmetic;
- change of trading title;
- you have gone into administration, receivership or liquidation;
- you have entered into an individual voluntary arrangement (IVA).

If you are in any doubt as to what should be advised please ask the broker or intermediary who arranged this cover for you.

### C Making a claim - your obligations

In the event of an accident, loss or damage occurring which may give rise to a claim, unless you need roadside assistance or recovery after an accident, it's often quicker to tell us what's happened using our online claim portal – visit [www.capulus.co.uk](http://www.capulus.co.uk)

If it's an emergency and your vehicle needs recovery or the incident has unfortunately resulted in someone being seriously injured or losing their life, please call the Capulus Claims Helpline immediately on **0344 856 2263** (calls made to or from this number and other numbers at Capulus Ltd may be recorded for training and monitoring purposes).

We may subsequently require you to provide full details of the incident by completion of either our accident report form or theft claim form and returning to us by email [capulus.claims@capulus.co.uk](mailto:capulus.claims@capulus.co.uk) or by post to 6 Atlantic Square, Station Approach, Witham, CM8 2TL.

You must tell us as soon as you know of any impending prosecution proceedings, Coroner's Inquest or Fatal Accident Inquiry in connection with any occurrence for which there may be liability under this insurance.

# CAPULUS

# Motor Fleet Policy

## General Conditions

Any loss by theft or damage caused to your vehicle as a result of attempted theft or vandalism must be reported to the police as soon as is reasonably possible. Every relevant letter, Claim, Writ, Summons or process must be sent to us immediately it is received.

You, or any person covered by this insurance must not negotiate, admit liability or make any offer, promise or payment without our prior written consent. You or any person covered by this insurance must give us all the help and information we may need.

### D Our rights following a claim

We will be entitled to take over and conduct in your name or in the name of any person covered by this insurance the negotiation, defence or settlement of any claim or take legal proceedings to recover for our own benefit any payment made under this insurance, as we feel appropriate in the circumstances.

Any uninsured loss associated with a claim admitted by us will not prevent us from acting in accordance with this condition without reference to you or any other person covered by this insurance.

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

### E Courtesy Vehicle Benefit

If an incident occurs causing damage to your vehicle within Great Britain, Northern Ireland the Isle of Man or the Channel Islands and you report it to us from the scene of the incident including details of anybody else involved, we will endeavour to provide (where available) a courtesy replacement vehicle:

1. until your vehicle is repaired; or
2. until we make a settlement offer where our approved engineer decides your vehicle is beyond economic repair;  
or
3. for a maximum period of four days if an incident arises from the theft or attempted theft of your vehicle.

# CAPULUS

# Motor Fleet Policy

## General Conditions

This is subject to:

1. us agreeing that the claim is covered under your policy; and
2. the repairs being carried out by one of our approved repairers unless our approved engineer decides your vehicle is beyond economic repair.

The period of courtesy provision will commence when your vehicle is taken by the repairer for repairs to be undertaken unless your vehicle has been stolen and not recovered in which case the courtesy provision will commence immediately the replacement vehicle is provided.

During this period, the courtesy vehicle will be insured as a replacement vehicle under this insurance. Any incident relating to the replacement vehicle may affect your Claims Experience.

You will be responsible for:

1. the cost of fuel used;
2. any charges for fitting accessories;
3. any **excess** which would have applied to your vehicle which is temporarily replaced;
4. all charges and costs where the replacement vehicle is on hire for more than the agreed period;
5. all fines, penalties, towing or impound charges (including any associated administration costs) incurred by you or your drivers whilst the vehicle is provided to you.

The courtesy vehicle will either be:

1. a car-derived van which is a van styled on the car equivalent where the front end is a car and the back end is a van; or
2. a Class A car.

Courtesy vehicles supplied under this Additional Cover will be of standard type and will not include:

1. specialised vehicles such as pick-up trucks, tippers or refrigerated vans; or
2. any trailers or semi-trailers.

# CAPULUS

# Motor Fleet Policy

## General Conditions

### Availability of Replacement Vehicles

Unless you notify us from the scene of an incident as described above, no replacement vehicle is available with this policy. While every reasonable effort will be made to supply a courtesy vehicle we and the courtesy vehicle supplier will not be liable for any compensation nor provide a courtesy vehicle from any other source if a suitable vehicle is not available.

### Returning Courtesy Vehicles

The courtesy vehicle will be supplied on the condition that you will return it to the depot which supplied it unless alternative arrangements have been made with the courtesy vehicle supplier.

### Exclusions

We will not provide a courtesy vehicle if:

1. we cannot repair your vehicle or the cost of repairing your vehicle is uneconomical; or
2. your policy does not cover the damage; or
3. where you are claiming only for the loss of or damage to the glass in your vehicle's windscreen, windows or sunroof or for any scratches on the bodywork caused by breakage of glass.
4. The courtesy vehicle will be used for **self-drive hire** purposes

### F Authorisation of repairs

If you have an accident, you must take all possible steps to protect your vehicle and its accessories and contents. If the damage to your vehicle is covered by this insurance, you must contact us immediately. We will not pay for any further damage you cause if you try to drive your vehicle. One of our approved automotive assessors must inspect your vehicle before repairs are started. We will not be responsible for the cost of any new parts or accessories ordered, or repairs carried out, without our agreement. If we think the repair estimate is unreasonable, we may negotiate a lower estimate or pay for any work that may have been done and move your vehicle to another repairer. We have the right to move your vehicle to a safe storage place without asking you.

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# Motor Fleet Policy

## General Conditions

If we choose, we may arrange for the repairer to use suitable (possibly recycled) parts and accessories that are made by a company other than the manufacturer of your vehicle.

If your vehicle is damaged and a part or accessory cannot be repaired or replaced, we will only pay you the manufacturer's last United Kingdom list price. If your vehicle is an imported vehicle and the damaged part or accessory has never been available in the United Kingdom, we will only pay the manufacturer's last list price in the country your vehicle came from. We will not pay the cost of importing any part or accessory needed to repair your vehicle.

If we consider that the repair estimate is unreasonable we reserve the right to contact the repairer and, if we cannot reach agreement on a revised estimate, to arrange for your vehicle to be moved to another repairer. In this event, we will pay for any work already completed and for any new part or accessory bought with our written consent and for the cost of completing repairs to your vehicle.

If, following loss or damage, we consider your vehicle to be beyond economic repair, we may arrange for it to be moved to a place of safe storage without your prior agreement.

You will be required to pay the repairer the amount of **excess** shown on your policy schedule before your vehicle is released to you after repair.

### G Fair presentation of risk

You must make a fair presentation of the risk to us at inception, renewal and variation of the policy.

1. We may avoid the policy and refuse to pay any claims where any failure to make a fair presentation is:
  - a) deliberate or reckless, or
  - b) of such other nature that, if you had made fair presentation, we would not have issued the policy.We will return the premium paid by you unless the failure to make a fair presentation is deliberate or reckless.
2. If we would have issued the policy on different terms had you made a fair presentation, we will not avoid the policy (except where the failure is deliberate or reckless) but we may instead:

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# Motor Fleet Policy

## General Conditions

- a) reduce proportionately the amount paid or payable on any claim, the proportion for which we are liable being calculated by comparing the premium actually charged as a percentage of the premium which we would have charged had you made a fair presentation; and or
  - b) treat the policy as if it had included such additional terms (other than those requiring payment of premium) as we would have imposed had you made a fair presentation.
3. For the purpose of this clause references to:
- a) avoiding the policy means treating the policy as if it had not existed from the inception date (where the failure to make a fair presentation of the occurs before or at the inception of the policy), the renewal date (where the failure occurs at renewal of the policy), or the variation date (where the failure occurs when the policy is varied);
  - b) refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
  - c) issuing a policy should be treated as references to issuing the policy at inception, renewing or varying the policy as the context requires.

### H Cancellation

#### 1. Cancellation by us

We or our authorised agent may cancel this insurance by giving you seven days' written notice. A letter confirming this will be communicated via email to your broker, intermediary or insurance advisor.

We will then return to you the pro-rata part of the premium you have paid provided that no claims have occurred during the current policy period.

In the event of any claims being present under the policy at the time of cancellation, any return will be based on short period rates.

# CAPULUS

# Motor Fleet Policy

## General Conditions

### 2. Administration, Receivership or Liquidation

Upon notification that your company has gone into administration, receivership or liquidation we will write to you to confirm that your policy will be cancelled by giving you seven days' written notice. A letter confirming this will be communicated via email to your broker, intermediary or insurance advisor.

We will then return to you the pro-rata part of the premium you have paid provided no claims have occurred during the current policy period.

In the event of any claims being present under the policy at the time of cancellation, any return will be based on short period rates

### 3. Non-payment of instalments

If you are paying your premium under an instalment scheme and you fail to keep up the payments we have the right to cancel this insurance with immediate effect and to recover the unpaid instalments from you.

### 4. Cancellation by you

You may cancel this insurance at any time by instructing us (or your broker, intermediary or insurance advisor). A letter confirming this will be communicated via email to your broker, intermediary or insurance advisor.

A refund of premium will be due providing no claim has arisen during the current **period of insurance**.

The refund of premium will be calculated from the date on which we receive your instruction to cancel and will be calculated using our short period rates.

# CAPULUS

# Motor Fleet Policy

## General Conditions

### Short Period Rates

<b>Period of cover in the policy period not exceeding</b>	<b>Refund of premium</b>
One month	80%
Two months	70%
Three months	50%
Four to five months	40%
Six months	30%
Seven months	20%
More than seven months	0%

#### I Your duty to us

We will only be liable to make any payment under this insurance if:

- you or any other person covered by this insurance have observed and fulfilled all its terms and conditions; and
- the statements made and information confirmed by you in your proposal form are to the best of your knowledge correct and complete.

#### J Care of your vehicle

You must take all reasonable steps to protect your vehicle against loss or damage and maintain it in a safe and roadworthy condition with a valid MOT certificate where required to do so. You must allow us free access to examine your vehicle at all reasonable times.

# CAPULUS

# Motor Fleet Policy

## General Conditions

### K Total loss claims

If we agree to accept a claim under section 2 of this insurance document (Damage to your vehicle and fire and theft) and we consider your vehicle to be beyond economic repair, settlement of the claim will be subject to us taking over ownership of your vehicle.

If, to our knowledge, your vehicle is under a hire purchase or leasing agreement, any payment we make for total loss will be made to the hire purchase or leasing company whose receipt will be a full and final discharge.

### L Other insurances

If at the time of any claim under this insurance there is any other cover in force insuring the same loss, damage or liability as our insurance, we will only pay any amount above that provided by the other insurance. This condition does not make us responsible for any amount which would not otherwise have been payable under any section of this insurance document.

### M Deleted vehicle rebates

Underwriters reserve the right to withhold return premiums for vehicles deleted during the **period of insurance** if those vehicles have been involved in any accident or reported claim during the same **period of insurance** where:

- a) your vehicle is a total loss, or
- b) the deletion of vehicles has led to a significant reduction in vehicle numbers and/or premium, or
- c) the policy has been cancelled.

### N Vehicle number variance

Underwriters reserve the right to terminate or amend the premium terms and or conditions of this contract of insurance if

- a) any company is acquired or disposed of by you
- b) the number of vehicles showing as on cover on the Motor Insurance Database (MID) is 20% greater than or 20% less than the number of vehicles declared to us at the commencement of the current period of insurance.

# CAPULUS

# Motor Fleet Policy

## General Conditions

### O False statements

If a claim is made which you or anyone acting for you knows is false, or if you give us incorrect information or fraudulent documents, we will not pay the claim, cover under this insurance will not be valid, and you will lose any premium you have paid. We may also contact the Police and/or relevant authority(s) in relation to possible criminal proceedings.

### P Law

This policy is subject to English law and to the exclusive jurisdiction of the English courts, unless we have agreed otherwise with you and confirmed so in writing.

CAPULUS

# Motor Fleet Policy

## Customer Care

### Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance, size of the business and the circumstance of the claim. Further information about the compensation scheme arrangements is available from FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

### About our service

We are committed to providing you with a high-quality service and we want to make sure that we maintain this at all times. If you feel that we have not provided a first-class service, or if you have any questions about your insurance, please contact the broker or intermediary who arranged cover for you.

If you are not satisfied with his or her response, please write, quoting the policy number shown on your policy schedule, to:

**Complaints Manager**  
**Capulus Limited**  
**Unit 3A Caerphilly Business Park**  
**Van Road**  
**Caerphilly**  
**CF83 3ED**  
**E-mail: [info@capulus.co.uk](mailto:info@capulus.co.uk)**

### If you are still not satisfied

If the complaint cannot be resolved by us you may be able to refer to the U.K. Financial Ombudsman Service (FOS).

Contact details are as follows:

**The Financial Ombudsman Service**  
**Exchange Tower**  
**183 Marsh Wall London**  
**E14 9SR**

**Tel No: 0800 023 4567**  
**E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**

Following our complaints procedure does not affect your right to take legal action.

# CAPULUS