

# Van Guard

## **Policy Wording**

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#### **Useful telephone numbers**

Onecall 24 hour claims helpline 0345 122 3260

Onecall claims helpline is a first response service with operators who can immediately confirm whether your policy covers you for the incident. Save this number in your mobile phone so that you have it available if you have an accident.

The claims helpline is open 24 hours a day, 365 days a year.

If you are calling from abroad, please call +44 2380 684112.

If your only claim is for windscreen or window glass, please call the Ageas glassline on 0800 174764.

If you have any questions about this policy booklet or any documentation you have or wish to make a change to your policy, please call your insurance advisor, you will find their details on your schedule.

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

## Important information

Under policy condition 9 on page 20, you must tell us about

any of the changes below straight away. If you do not tell us about any changes to the information detailed on your proposal, statement of insurance or statement of fact, schedule or certificate of motor insurance it may mean that your policy is invalid and that it does not operate in the event of a claim.

These changes may result in a change to your premium and/or excess. We will not request from you, or refund to you any difference in premium following a change being made to your policy during the period of insurance if it is less than £10. We may make an administration charge of £7.50 (subject to Insurance Premium Tax where applicable) if you alter your policy.

- You change the vehicle or its registration number, sell the vehicle or get another vehicle.
- You change your address or the address at which the vehicle is kept overnight.
- There is a change to the estimated annual mileage that the vehicle will cover.
- · The vehicle is or will be:
  - Changed from the manufacturer's original specification; This would include:
    - Changes to the bodywork, such as spoilers or body kits
    - Changes to suspension or brakes
    - · Cosmetic changes such as alloy wheels
    - Changes affecting performance such as changes to the engine management system or exhaust system
    - · Changes to the audio/entertainment system

Please be aware that this is not a full list of all possible changes - all changes made from the manufacturers

- standard specification must be disclosed.
- Taken abroad, either for more than 90 days or outside the European Union;
- Used for any purpose not covered by your certificate of motor insurance.
- Involved in an accident or fire, or someone steals, damages or tries to break into it.
- There is any change of main user of the vehicle.
- You or any other person who may drive the vehicle:
  - Have a motoring conviction (including any fixed penalty offences);
  - Have a non-motoring criminal conviction;
  - Passes their driving test or has their licence suspended or revoked:
  - Changes their name;
  - Is issued with a new Driving Licence Number;
  - Changes job, starts a new job, including any part-time work, or stops work;
  - Is involved in any accident or has vehicle damaged or stolen, whether covered by this policy or not;
  - Has had insurance refused, cancelled or had special terms put on;
  - Develop a health condition that requires notification to the DVLA, or an existing condition worsens. You can find additional information in the Motoring section at www.gov.uk or pick up leaflet D100 from the Post Office.
- You wish to change who is allowed to drive the vehicle.
   Drivers aged under 30 will not be covered unless we have been given their details and accepted them in writing. You must still disclose the information shown above for any driver aged 30 or over.

Please ask your insurance adviser or us for help if you are not sure whether certain information needs to be disclosed.

### Protection against fraud

Insurance fraud has an impact on both us and our customers, so we take certain measures to prevent it.

#### Fraud and misrepresentation

A person is committing fraud if they or anyone else insured by this policy or acting on their behalf knowingly:

- Provide answers to our questions which are dishonest, inaccurate or misleadingly incomplete
- Mislead us in any way for the purpose of obtaining insurance, or more favourable insurance terms, or a reduced premium or to influence us to accept a claim
- Make a fraudulent or false claim in full or in part:
  - by providing false information in order to influence us to accept a claim;
  - by exaggerating the amount of the claim; or
  - by supplying false or invalid documents in support of a claim.

#### How we deal with fraud to protect us and our customers

If we find that fraud has been committed we will have the right to:

- void the policy and may not refund any premium
- refuse to pay the whole of a claim if any part is in any way fraudulent, false or exaggerated
- recover any costs incurred by us, including investigation and legal costs
- recover the cost of any previously paid claims

In addition, we may:

- inform the police, which could result in prosecution
- inform other organisations as well as anti-fraud databases

#### Stay insured. Stay legal.

#### Check your registration details

It is vital that the registration mark of your vehicle is correctly shown on your policy. If this is incorrect, your vehicle may not appear on the Motor Insurance Database (MID) and this could lead to your vehicle being seized by the authorities. It is a legal requirement in Great Britain to have continuous insurance in place for your vehicle and if there is no record on the MID showing the vehicle is insured and you have not declared it as 'off road' by completing a SORN (Statutory Off Road Notification), you may receive a letter from the DVLA advising that you could receive a fine or prosecution and the vehicle could also be clamped, seized and ultimately destroyed. You can check that details held about your vehicle on the MID are correct by visiting www.askmid.com.

#### How to report an incident

Please report all incidents to us immediately on 0345 122 3260 and we can advise what to do next, and help resolve any claim on your behalf. If you receive any contact from another party in relation to any claim, please re-direct to us and we will manage on your behalf.

## What to do if you have an accident

#### The Law

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

#### To help with the claims process

- · Do not apologise or admit fault.
- Try to collect the following information to give to the Onecall claims helpline (see page 6). This will help us to speed up your claim.
  - Full details of the other drivers, including their phone numbers, and the registration numbers of all vehicles involved. This will allow us to contact anybody else involved straight away and, if you are not at fault and we manage to recover any money we pay in full, your no-claim discount will not be affected.
  - Injuries caused.
  - Property damage.

- Witnesses (if there are any).
- Police officers and report references.
- Full details of what happened.
- Taking photos with a camera or mobile phone can help to confirm certain accident details.

#### **Next steps**

- Call the Onecall 24-hour claims helpline on 0345 122 3260 or +44 2380 684112 if calling from abroad (see page 6).
- Onecall will validate your claim and discuss with you how your claim will be progressed.
- There will be a phone number on all correspondence from our claims department for you to call if you need to contact us. Please remember to have your claim number ready when you call.
- Please remember to remove all personal belongings from the vehicle before it is taken for assessment or repair.
- Please see page 12 for details on how we will settle your claim under Section A, B or C.

#### Important note

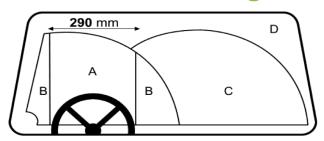
We, Ageas Insurance, are not your insurer for recovering your uninsured losses such as your policy excess. You should contact your insurance adviser direct to see if any separate insurance cover has been arranged.

## Damaged windscreen and window glass

If you have comprehensive cover:

- Call 0800 174764 to arrange for the glass to be repaired or replaced. If you phone this number and use one of our chosen glass companies, cover is unlimited. If you do not, the most we will pay is £100 after taking off any excess.
- Repairing a windscreen or window instead of replacing it can save you money as your excess will be reduced. Ask when calling the Ageas Glassline on the number above.

The diagram to the right may help you to recognise whether or not the damage can be repaired.



Zone A Damage up to 10mm | Zone C Damage up to 25mm Zone B Damage up to 15mm | Zone D Damage up to 40mm

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

## NECALL 0345 122 3260

If you are calling from outside the UK please telephone +44 2380 684112 The claims helpline is open 24 hours a day, 365 days a year Calls charged at local rates.

Onecall is an incident report service with operators who can immediately confirm whether your policy covers you for your claim. Remember to save this number in your mobile phone so that you will have it available if you have an accident.

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

#### Start of the claims process

· If your vehicle is involved in an incident or you need to make a claim, please phone us as soon as possible.

- To help us deal with your call efficiently, please have your certificate of motor insurance and details of the incident with you when you call. If you are at the scene of the accident when you call Onecall and do not have your certificate of motor insurance with you, please give us your vehicle registration number.
- Onecall will validate your claim and discuss with you how your claim will be progressed.
- We will answer all correspondence within 5 working days of receiving it.

Onecall repair service for an incident in the geographical limits		
Message relay	We can pass messages to friends, family or colleagues.	
Repairs	If damage to the vehicle is covered and it can be repaired, we will arrange for one of our approved repairers to contact you to arrange to collect the vehicle. Repairs made by our approved repairers are guaranteed for three years.	
Authorisation	You do not need to get any estimates, and repairs can begin immediately after we have authorised them.	
Delivery	When the work is done, our repairer will contact you to arrange a convenient time to deliver the vehicle back to you.	
Paying for repairs	We will pay the repair bill. All you need to do is pay any policy excess and/or VAT (if it applies) directly to our repairer when they deliver the vehicle back to you.	
If the vehicle cannot be repaired	If your vehicle cannot be economically repaired, we will offer you a settlement amount within one week of the date we receive the engineer's report. Once this amount is agreed, we will send you a cheque by first-class post within one working day of receiving satisfactory vehicle documents. If your vehicle is a total loss (a write-off), you must send in all the original documents that we ask for on your report form (for example, the vehicle registration document (V5C) and the current MOT certificate). We will arrange for an appointed salvage agent to collect the vehicle to dispose of it. Please remember to remove all your belongings and the tax disc from the vehicle before it is collected.	
Replacement vehicle – comprehensive policyholders only	<ul> <li>For comprehensive policyholders only, as a contribution to keeping you mobile, we will arrange for a supplier to provide you with a replacement vehicle for up to seven consecutive days following an incident covered by your policy. The vehicle provided will be:</li> <li>a car-derived style van, where the vehicle is a light goods vehicle that weighs up to 1.8 tonnes revenue weight (the revenue weight is shown on your UK registration certificate V5C).</li> <li>a panel van, where the vehicle is a light goods vehicle that weighs between 1.8 and 3.5 tonnes revenue weight (the revenue weight is shown on your UK registration certificate V5C).</li> <li>The supplier will provide the replacement vehicle whilst the vehicle is being repaired or until we make a settlement offer because the vehicle is a total loss. A replacement vehicle will not be provided for losses involving the vehicle being stolen and not recovered. The maximum duration the replacement vehicle is available for is 7 days in all circumstances.</li> <li>This service depends on a suitable replacement vehicle being available from the supplier. While we will do what we can to make a replacement vehicle available, neither we nor the supplier will be liable to pay any compensation, or provide a vehicle from another source if a suitable vehicle is not available.</li> <li>The notes above are a summary of the cover we will provide. Full details are on page 10 under section A – Damage to the vehicle.</li> </ul>	

### Contract of insurance

#### Introduction

This policy is a contract between **you** and **us**. It is not intended that the Contracts (Rights of Third Parties) Act 1999 gives anyone else any rights under this policy or has the right to enforce any part of it.

In return for **you** paying or agreeing to pay the premium, **we** will provide cover, under the terms and conditions of this contract of insurance, against accidental injury, loss or damage that happens during the **period of insurance** and within the **geographical limits**.

Your policy is based on the answers you gave on the proposal or which is shown in a statement of insurance or statement of fact and any other information you gave us. You must tell us of any changes to the answers you have given. It is an offence under the Road Traffic Act to make a false statement or withhold any information for the purposes of obtaining a certificate of motor insurance.

#### Important notice

You are required by the Consumer Insurance (Disclosure and Representations) Act to take reasonable care to supply accurate and complete answers to all the questions on the proposal or those declared on the statement of insurance or statement of fact and to make sure that all information supplied is true and correct. Failure to supply accurate and complete answers may mean that your policy is invalid and that it does not operate in the event of a claim.

You must read this policy, the certificate of motor insurance and the schedule together. The schedule tells you which sections of the policy apply. Please check all documents carefully to make sure that they give you the cover you want.

Signed for and on behalf of Ageas Insurance Limited

François-Xavier Boisseau - CEO, Insurance Ageas Insurance Limited

## **Definitions**

Throughout this policy certain words and phrases are printed in **bold**. These have the meanings set out below.

#### **Certificate of motor insurance**

The proof of the motor insurance you need by law.

The certificate of motor insurance shows:

- what vehicle is covered:
- who is allowed to drive the vehicle; and
- · what the vehicle can be used for.
- If your certificate of motor insurance allows driving by any driver, please refer to your schedule for any restrictions that may apply as well as referring to policy condition 9 on page 20, which shows you what details you need to disclose to us.

#### **Dangerous goods**

"Dangerous goods" means those detailed in:

- the Dangerous Substances (Conveyance by Road in Road Tankers and Tank Containers) Regulations 1992;
- the Carriage of Dangerous Goods (Classification Packaging and Labelling) and Use of Transportable Pressure Receptacles Regulations 1996;
- the Carriage of Explosives by Road Regulations 1996; and
- the approved List of Dangerous Substances published by the Health and Safety Executive and any similar legislation.

#### **Endorsement**

A clause that alters the cover provided by the policy. These only apply if stated on the **schedule**.

#### **Excess**

The part of a claim **you** must pay. Sometimes more than one **excess** can apply, in which case **we** add them together.

#### **Geographical limits**

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

#### Market value

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

#### **Partner**

Your husband, wife, civil partner, or person with whom you have a relationship as if married and who is living at the same address as you. This does not include any business partners or associates unless you also have a relationship with them as described above.

#### Period of insurance

The length of time that this contract of insurance applies for. This is shown in the **schedule**.

#### **Personal Information**

Any information **we** hold about **you** and any information **you** give **us** about anyone else.

#### **Proposal**

The application form and the information **you** gave **us**, including information given on **your** behalf and verbal information **you** give.

#### Revenue weight

The **revenue weight** is shown on **your** UK registration certificate (V5C).

#### **Schedule**

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

### Statement of insurance or statement of fact

The form that shows the information **you** gave **us**, including information given on **your** behalf and verbal information **you** give.

#### **Terrorism**

Terrorism as defined in the Terrorism Act 2000.

#### The vehicle

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

#### **Trailer**

Any drawbar trailer or semi-trailer.

#### We, our, us

Ageas Insurance Limited.

#### You, your

The person or company shown under 'Policyholder details' or 'Insured details' in the **schedule**.

#### Your insurance adviser

The agent, broker or intermediary who arranged this insurance for **you**.

# **Policy Cover**

**Your Schedule** shows the level of cover **you** have chosen. The cover and policy sections applicable are shown below.

	Cover applicable		
Section Name	Comprehensive	Third Party Fire and Theft	Third Party Only
Section A: Damage to the vehicle	✓		
Section B: Damaged Windscreen and window glass	✓		
Section C: Fire and theft	✓	1	
Section D: Personal accident	✓		
Section E: Medical expenses	✓		
Section F: Personal belongings	✓		
Section G: Liabilities to third parties	✓	1	✓
Section H: Using your car abroad	✓	1	✓
Section I: Spanish bail bond	✓	1	✓
Section J: No claim discount	✓	1	✓
Section K: No claim discount protection	<b>√</b> Optional	<b>✓</b> Optional	<b>✓</b> Optional
Section L: Replacement locks	✓		

### Your cover

#### Section A - Damage to the vehicle

#### What is covered

We will pay for accidental or malicious damage to the vehicle including damage caused by vandalism.

We will also cover the cost of replacing or repairing the vehicle's audio, navigational and entertainment equipment up to the following amounts.

- Unlimited for equipment fitted as original equipment by the manufacturer
- £300 for any other equipment provided this equipment is permanently fitted to the vehicle

#### Replacement vehicle cover

If we have accepted a claim (not including glass) which you have reported to us, we will arrange for a replacement vehicle to be supplied, for a maximum of 7 days:

- · while the vehicle is being repaired; or
- until we make a settlement offer where the vehicle is not economical to repair.

The replacement vehicle will be provided for up to seven days in a row. During this period, we will insure the replacement vehicle as the vehicle under this policy and the same terms and conditions will apply. Any incident relating to the replacement vehicle may affect your no-claim discount.

You will be responsible for:

- · the cost of the fuel you use;
- · collection and delivery charges, if these apply;
- any charges for fitting accessories;
- any excess which would have applied to the replaced vehicle whilst it is temporarily replaced; and
- all charges and costs where the vehicle is on hire for more than seven days in a row.

The replacement vehicle will be:

- a car-derived style van, where **the vehicle** is a light goods vehicle that weighs up to 1.8 tonnes revenue weight; or
- a panel van where the vehicle is a light goods vehicle that weighs between 1.8 and 3.5 tonnes revenue weight.

Replacement vehicles will be of standard type and will not include:

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

#### What is not covered

- a The first amount of any claim for damage to the vehicle, as shown in the schedule.
  - b As well as the amount shown above, you must also pay one of the following:
    - The first £250 of any claim if the person driving or in charge of the vehicle at the time of the accident is under 21;
    - ii The first £150 of any claim if the person driving or in charge of the vehicle at the time of an accident is:
      - aged 21 or over but under 25; or
      - aged 25 or over but has not held a full driving licence issued within the geographical limits or the European Union for at least a year.

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

- Loss of or damage to the vehicle caused by fire or theft.
- Loss of use of the vehicle.
- Loss of or damage to tools of trade, personal belongings, documents or goods.
- Wear and tear.
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages.
- Damage to your tyres caused by braking, punctures, cuts or bursts.
- Costs of importing parts or accessories and storage costs caused by delays, where the parts or accessories are not available from current stock within the geographical limits.
- Any amount over the cost shown in the manufacturer's latest price guide and costs for fitting, if any lost or damaged parts or accessories are not available.
- Loss of or damage to phone or other communication equipment.
- The vehicle losing value after, or because of, repairs.
- Loss or damage to the vehicle caused by you carelessly or recklessly allowing a buyer, someone posing as a buyer or someone acting on behalf of a buyer to defraud or deceive you. This includes accepting a form of payment that a bank or building society will not authorise.
- Loss of or damage to the vehicle caused by malicious damage or vandalism when no-one is in it if,
  - Any window, door, roof opening, removable roof panel or hood was left open or unlocked; or
  - The keys (or any other device needed to lock the vehicle) are left in or on the vehicle.

#### Section A - Damage to the vehicle continued

#### What is covered

#### Availability of replacement vehicles

This service depends on a suitable replacement vehicle being available from the supplier. While we will do what we can to make a replacement vehicle available, neither we nor the supplier will be liable to pay any compensation or to provide a vehicle from any other source if a suitable vehicle is not available.

#### Returning replacement vehicles

The replacement vehicle will be provided on the condition that you return it to the depot which provided it unless you have made other arrangements with the supplier.

See page 12 for details of how we settle claims.

#### What is not covered

- The vehicle being confiscated or destroyed by or under order of any government or public or local authority.
- Loss or damage to the vehicle caused by an inappropriate type or grade of fuel being used.
- Loss of or damage to any radar detectors, unless this equipment is permanently fitted to the vehicle as part of the manufacturer's original specification.
- Loss of or damage to any audio, navigational and entertainment equipment unless this equipment is permanently fitted to the vehicle.
- Loss of or damage to the vehicle caused by a person known to you, employees or ex-employees taking the vehicle without your permission, unless that person is reported to the police for taking the vehicle without your permission.

#### Section B - Damaged windscreen and window glass

#### What is covered

If the windscreen or any window in the vehicle is damaged during the period of insurance, we will pay the cost of repairing or replacing it. We will also pay for any repair to the bodywork that has been damaged by broken glass from the windscreen or windows.

If you phone the Ageas glassline (see page 5) and use one of our chosen glass companies, cover is unlimited. If you do not, the most we will pay under this section is £100 after taking off any excess.

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

#### What is not covered

- The first £60 of any claim if the glass is replaced rather than repaired.
- The first £10 of any claim if the glass is repaired.
- Loss of use of the vehicle.
- Costs of importing parts or accessories, and/or storage costs caused by delays, where the parts or accessories are not available from current stock within the geographical limits.
- Any amount over the cost shown in the manufacturer's latest price guide and costs for fitting if any lost or damaged parts or accessories are not available.
- Mechanical, electrical, electronic or computer failures or breakdowns or breakages to sun roof and hood mechanisms.

• Loss of or damage to the vehicle when no-one is in it if:

- The keys (or any other device needed to lock the

or hood was left open or unlocked; or

vehicle) are left in or on the vehicle.

- Any window, door, roof opening, removable roof panel

Repair or replacement of any windscreen or window unless it is made of glass.

#### Section C - Fire and theft

#### What is covered

We will pay for loss of or damage to the vehicle caused by fire theft or attempted theft. We will also cover the cost of replacing or repairing the vehicles audio, navigational and entertainment equipment up to the following amounts:

• £300 for any other equipment or if your cover is third party fire and theft.

#### The first £100 of any claim.

Loss of use of the vehicle.

What is not covered

- Wear and tear.
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages.
- Costs of importing parts or accessories, or storage costs caused by delays, where the parts or accessories are not available from current stock within the geographical limits.
- Any amount over the cost shown in the manufacturer's latest price guide and costs for fitting if any lost or damaged parts or accessories are not available.
- Loss of or damage to phone or other communication equipment.
- The vehicle losing value after, or because of, repairs.
- Loss or damage to the vehicle caused by you carelessly or recklessly allowing a buyer, someone posing as a buyer or someone acting on behalf of a buyer to defraud or deceive you. This includes accepting a form of payment that a bank or building society will not authorise.

- Unlimited if your cover is comprehensive and the equipment is fitted as original equipment by the manufacturer.

provided this equipment is permanently fitted to the vehicle.

### For comprehensive policyholders:

#### Replacement vehicle cover

If we have accepted a claim for fire or attempted theft of the vehicle, we will arrange for a replacement vehicle to be supplied, for a maximum of 7 days:

- · while the vehicle is being repaired; or
- · until we make a settlement offer where the vehicle is not economical to repair.

#### Section C - Fire and theft continued

#### What is covered

The replacement vehicle will be provided for up to seven days in a row. During this period, we will insure the replacement vehicle as the vehicle under this policy and the same terms and conditions will apply. Any incident relating to the replacement vehicle may affect your no-claim discount. You will be responsible for:

- · the cost of the fuel you use;
- · collection and delivery charges, if these apply;
- any charges for fitting accessories;
- any excess which would have applied to the replaced vehicle whilst it is temporarily replaced; and
- all charges and costs where the vehicle is on hire for more than seven days in a row. The replacement vehicle will be:
- a car-derived style van, where the vehicle is a light goods vehicle that weighs up to 1.8 tonnes revenue weight; or
- a panel van where the vehicle is a light goods vehicle that weighs between 1.8 and 3.5 tonnes revenue weight Replacement vehicles will be of standard type and will not include:
- specialised vehicles such as pick-up trucks, tippers or refrigerated vans; or
- any trailers or semi-trailers.

#### Availability of replacement vehicles

This service depends on a suitable replacement vehicle being available from the supplier. While we will do what we can to make a replacement vehicle available, neither we nor the supplier will be liable to pay any compensation or to provide a vehicle from any other source if a suitable vehicle is not available.

#### Returning replacement vehicles

The replacement vehicle will be provided on the condition that you return it to the depot which provided it unless you have made other arrangements with the supplier.

Please refer to the section on page 12 on how we settle claims.

#### What is not covered

- Loss of or damage to the vehicle caused by a person known to you or employees or ex-employees taking the vehicle without your permission, unless that person is reported to the police for taking the vehicle without your permission.
- The vehicle being confiscated or destroyed by or under order of any government or public or local authority.
- Loss arising from taking the vehicle from you and returned to its legal owner where it is established that you are not the legal owner.
- Loss or damage to the vehicle caused by an inappropriate type or grade of fuel being used.
- Loss of or damage to any radar detection equipment, unless this equipment is permanently fitted to the vehicle as part of the manufacturer's original specification.
- Loss of or damage to any audio, navigational and entertainment equipment unless this equipment is permanently fitted to the vehicle.

#### How we will settle your claim under Section A, B or C

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

#### If the vehicle can be economically repaired

If the vehicle is repaired by one of our approved repairers, please see 'Onecall repair service for an incident within the geographical limits' on page 6. You do not need to get any estimates, and repairs can begin immediately after we have authorised them. We will arrange for one of our repairers to contact you to arrange to collect the vehicle. Repairs made by our approved repairers are guaranteed for three years. We will also pay the costs of delivering the vehicle back to the address shown on your current schedule or any other address we agree with you when the damage has been

repaired. If you do not want to use one of our approved repairers, you will need to send us an estimate for us to authorise and we may need to inspect the vehicle. We reserve the right to ask you to obtain alternative estimates. **You** will have to pay any policy **excess** direct to the repairer.

If you are registered for VAT, you must reduce your loss as far as possible by recovering VAT on the cost of repairs and replacement goods, to the extent allowed by law.

If the condition of **the vehicle** is better after the repair than it was just before it was damaged, we may ask you to pay something towards it. The repairer can use parts, including recycled parts that are similar in quality to those available from the manufacturer.

#### If the vehicle is a total loss

Once an engineer has inspected and assessed the market value of the vehicle, we will send you an offer of payment.

If there is any outstanding loan on the vehicle, we may pay the finance company first. If our estimate of the market value is more than the amount **you** owe them, **we** will pay **you** the balance. If **our** estimate of the **market value** is less than the amount **you** owe, **you** may have to pay the balance.

If the vehicle is leased or on contract hire, we may pay the leasing or contract hire company first. If our estimate of the market value is more than the amount you owe the leasing or contract hire company, the amount we pay them will settle the claim. If our estimate of the market value is less than the amount you owe, you may have to pay the balance.

Any payment **we** make for total loss will be after **we** have taken off any policy **excess**.

When you accept our offer for total loss, the vehicle will belong to us. You must return your certificate of motor insurance to your insurance adviser.

**We** have no objection to **you** retaining any private registration number providing that:

- You make your intention clear at the time of reporting the claim and prior to any settlement being agreed; and
- You provide details of the replacement registration number for the vehicle prior to any settlement being made.
- You transfer the private registration number to another vehicle or place it on-retention with the DVLA prior to any settlement being made.

#### Replacement vehicle

We will not pay more than the market value of the vehicle unless:

- the loss or damage happens before the vehicle is a year old and you are the first and only registered keeper of the vehicle (or the second registered keeper if the first registered keeper is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); and
- you have owned the vehicle (or it has been hired to you under a hire-purchase agreement) since it was first registered as new (or you are the second owner if the first owner is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); and
- the cost of repair is valued at more than 60% of the cost of buying an identical new vehicle at the time of the loss or damage (based on the United Kingdom list price including taxes). In these circumstances, if you ask us to, we will replace the vehicle (and pay the delivery charges to the address shown on your current schedule or any other address we agree with you) with a new vehicle of the same make, model and specification.

We will only do this if:

- we can buy a vehicle straight away within the geographical limits; and
- we have permission from anyone who we know has a financial interest in the vehicle.

#### Section D - Personal accident

#### What is covered

If **you** or **your partner** are accidentally killed or injured while getting into, travelling in or getting out of **the vehicle**, **we** will pay the following benefit per person.

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

**We** will only pay these amounts if the only cause of the death or loss is an accident involving a vehicle and the death or loss happens within three months of the accident.

This cover also applies to any person who is getting into, travelling in or getting out of **the vehicle**.

#### What is not covered

- No cover is provided under this section if the policy is held in the name of a corporate organisation, a company or a firm.
- Death or loss caused by suicide or attempted suicide.
- Death of or loss to any person not wearing a seat belt when they have to by law.
- More than £10,000 for any one accident.
- More than £2,500 to any one person for any one accident.
- If you, or your partner, have more than one motor policy with us, we will only pay under one policy.
- Death of or loss to any person driving at the time of the accident who is found to have a higher level of alcohol or drugs in their body than is allowed by law.

#### **Section E - Medical expenses**

What is covered	What is not covered
If <b>you</b> or anyone in <b>the vehicle</b> is injured in an accident involving <b>the vehicle</b> , <b>we</b> will pay up to £100 in medical expenses for each injured person.	

#### Section F - Personal belongings

#### What is covered

We will pay for personal belongings in the vehicle which are lost or damaged following an accident, a fire or theft involving the vehicle.

We will pay for the cost of the item. less an amount for wear and tear and loss of value.

#### What is not covered

- · Loss of or damage when no-one is in the vehicle if:
  - Any window, door, roof opening, removable roof panel or hood was left open or unlocked; or
  - The keys (or any other device needed to lock the vehicle) are left in or on the vehicle.
- More than £100 for each incident.
- Any goods, tools or samples which are carried as part of any trade or business.
- Loss of or damage to phone or other communication equipment.
- Money, stamps, tickets, documents and securities (such as share or bond certificates).
- Loss of or damage to any radar detection equipment.

#### Section G - Liabilities to third parties

#### What is covered

We will cover legal liability for the death of or injury to any person and damage to property caused by or arising out of:

- You using the vehicle.
- Goods falling from the vehicle.
- · Loading and unloading the vehicle.
- Any person driving the vehicle with your permission (as long as your certificate of motor insurance shows that he or she is allowed to drive the vehicle). The person driving must not be excluded from driving the vehicle by any endorsement, exception or condition.
- Any person using (but not driving) the vehicle, with your permission, for social, domestic and pleasure purposes.
- Any passenger in, getting into or getting out of the vehicle.
- Any single trailer, trailer-caravan or broken-down vehicle while it is attached to the vehicle and if allowed by law.

#### We will also pay:

- solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction;
- legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving;
- any costs and expenses for which your employer or business partner is legally liable as a result of you using the vehicle for their business; and
- any other costs and expenses for which we have given our written permission arising from an accident covered under this policy.

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

#### What is not covered

- Any amount we have not agreed to in writing.
- Death of or injury to any of your employees during the course of their work, even if the death or injury is caused by anyone insured by this policy, if insurance cover is provided as a requirement of any compulsory Employers Liability legislation within the geographical limits.
- Loss of or damage to property owned by or in the care of the person who is claiming cover under this section.
- Any loss of or damage to a vehicle, trailer, trailer-caravan or broken-down vehicle covered by this section.
- Any amount for any one claim or series of claims arising from one event that causes loss of or damage to property while the vehicle is being used to carry dangerous goods.
- Any loss or damage caused by loading or unloading the vehicle when it is not on a public road.
- Any loss or damage caused by using the vehicle, or any machinery attached to it, as a tool of trade.
- Loss of or damage to any bridge, weighbridge, viaduct, road or surface which the vehicle is being driven on, or anything under the road surface, caused by vibration or by the weight of the vehicle or its load.
- Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at one specific time and place.
- Any amount over £1,000,000 for one pollution or contamination event.
- Any amount over £2,000,000 for any one claim or series of claims arising from one event that causes loss of or damage to property. This limit includes all costs, expenses and indirect losses.

However we will provide the minimum cover needed under compulsory motor insurance legislation.

#### Section H - Using your vehicle abroad

#### What is covered What is not covered

We will cover your minimum legal liability to others while you or any other driver covered by this policy and allowed to drive on your current certificate of motor insurance are using the vehicle within the European Union and any other country which the Commission of the European Communities is satisfied has made arrangements under Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle. This cover is the minimum required to comply with the laws of compulsory insurance for motor vehicle.

You do not need an International Motor Insurance Card (Green Card) for visits to these countries as the legal evidence of this cover is shown on your certificate of motor

We will also provide the cover shown on your schedule for up to a total of 90 days in any period of insurance while you or any driver covered by this policy and allowed to drive on your current certificate of motor insurance are using the vehicle within the countries referred to above for social, domestic or pleasure purposes, provided your main permanent home is within the geographical limits.

Cover also applies while the vehicle is being carried between sea or air ports or railway stations within the countries referred to above, as long as this travel is by a recognised sea, air or rail route and the journey does not take longer than 65 hours under normal conditions.

If you want to extend your policy to give the same cover for more than 90 days, or for business use, or in a country outside the countries referred to above, you must:

- tell us before you leave; and
- get our written agreement to the extension of cover you need; and
- pay any premium we ask for.

We will also pay customs duty if the vehicle is damaged and we decide not to return it after a valid claim on the policy.

### Section I - Spanish bail bond What is covered

A bail bond is shown on your certificate of motor **insurance**. The bail bond means we will pay up to £3000 if the Spanish police hold the vehicle or the driver after an accident involving the vehicle.

If we make any payment because of the bail bond, you must repay that payment as soon as possible.

What is not covered

#### Section J - No-claim discount

### What is covered

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

If a claim is made during the period of insurance, at renewal the no claims discount will be reduced in accordance with our current scale. (Please refer to www.ageas.co.uk for details of our current scale) This means that you may have to pay a higher renewal premium. In addition we may increase your excess from renewal.

If a claim is made during the period of insurance and the policy is cancelled prior to renewal the no claims discount will be reduced in accordance with our current scale on any proof of no claim discount that we supply.

Your no claim discount will not be affected if the only claims made are for damaged windscreen or window glass under section B or for replacement locks under Section L.

#### If you have comprehensive cover you have the following extra benefit.

If you make a claim for an accident that is not your fault and the driver of the vehicle that hit your vehicle is identified and is uninsured, you will not lose your no claims discount or have to pay any excess as long as you provide us with:

- the vehicle registration number and the make and model of the vehicle; and
- · the driver details; and
- if possible, the names and addresses of any witnesses.

You may initially have to pay your excess and lose your no claims discount whilst investigations are ongoing but if we establish the accident is the fault of the uninsured driver we will refund your excess, re-instate your no claims discount and refund any extra premium you have paid.

#### What is not covered

### **Section K - No-claim discount protection**

What is covered	What is not covered
You will not lose any of your no-claim discount as long as:	
<ul> <li>you do not make more than two claims in any period of three years; and</li> <li>you have paid any extra premium we ask for.</li> </ul>	
After a second claim is made in any three-year period, this policy section will no longer apply and any further claims will result in the loss of no claim discount as set out under Section J.	
The protection provided under this section only applies to <b>your</b> no claim discount. It does not protect <b>your</b> premium and <b>you</b> may have to pay a higher premium or <b>excess</b> if any claims are made.	

#### Section L - Replacement locks

#### What is covered

If the keys, lock transmitter or entry card for a keyless entry system of the vehicle are lost or stolen, we will pay up to £500 towards the cost of replacing:

- · all entry locks that can be opened by the missing item; and
- the lock transmitter, entry card and central locking system;
- · the ignition and steering lock.

We will also pay the cost of protecting the vehicle, transporting it to the nearest repairers when necessary and delivering it to your address after repair.

Your no-claim discount will not be affected solely as a result of making a claim under this section.

#### What is not covered

We will not pay:

- the first £100 of any claim; or
- · any claim where the keys, lock transmitter or entry card are either:
  - a left in or on the vehicle at the time of the loss; or
  - b taken without your permission by a person known to you or an employee or an ex-employee.

## Policy exclusions

- 1 We will not pay claims arising directly or indirectly from any of the following:
  - The vehicle being driven by, or being in the charge of, someone who is not described in your certificate of motor insurance as entitled to drive, other than while the vehicle is with a member of the motor trade for servicing or repair.
  - The vehicle being driven, with your permission, by anyone who you know does not hold a driving licence or is disqualified from driving. However, we will still give cover if the person used to hold a licence and is allowed to hold one by law.
  - The vehicle being driven by someone who does not meet all the conditions of their driving licence.
  - The vehicle being used for a purpose that is not shown as covered in your certificate of motor insurance other than while the vehicle is with a member of the motor trade for servicing or repair.
  - The vehicle being used for hiring, competitions, rallies
    or trials, for racing formally or informally against another
    motorist; or on a motor racing track, de-restricted toll
    road, airfield, at an off-road event or at the Nürburgring.
  - The vehicle being used for criminal purposes or deliberately used to threaten or cause harm, loss or damage. An example of this would be 'road rage'.
- 2 If **you** receive any payment for giving people lifts in **the vehicle**, the policy is not valid if:
  - The vehicle is made or altered to carry more than six people including the driver; or
  - You are carrying the passengers as part of a business of carrying passengers; or
  - You are making a profit from the payments you receive.
- 3 **We** will not pay claims arising directly or indirectly from any of the following:
  - Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel.
  - The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.
  - Pressure waves caused by aircraft (and other flying objects) travelling at or above the speed of sound.
  - War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power.
  - Acts of terrorism.
- 4 We will not pay for claims arising directly or indirectly from earthquakes, riots or civil disturbances outside Great Britain, the Isle of Man or the Channel Islands, except under section G.

- We will not pay for any liability you accept under an agreement or contract, unless you would have been legally liable anyway.
- 6 Any decision or action of a court which is not within the geographical limits is not covered by this policy unless the proceedings are brought or judgement is given in a foreign court because the vehicle was used in that country and we had agreed to cover it there.
- 7 We will not pay claims arising directly or indirectly from any vehicle being in a place used for aircraft taking off, landing, parking or moving, including the associated service roads, refuelling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come within the Customs examination area or any part of airport premises to which the public does not have access to drive their vehicle.

However, **we** will provide the minimum cover needed under compulsory motor insurance legislation.

#### Standard endorsements

(These only apply if it says so on the **schedule**)

- I We will not pay for any loss or damage caused by theft or attempted theft if any security or tracking device fitted to the vehicle has not been set or is not in full working order, or the network subscription for the maintenance contract of any tracking device is not current.
- Z We will not pay for any claims when the vehicle is being driven by or is in the charge of anyone who is under 30 years old unless you have sent us their details and we have accepted them in writing. The information required under policy condition 9 on page 20 must still be disclosed for all drivers aged 30 or over.

## Policy conditions

#### 1 How to claim

Please phone **our** Onecall helpline as soon as possible to report the incident.

The helpline number is 0345 122 3260 (or +44 2380 684112 if calling from abroad). Details of the benefits **you** will receive through **our** Onecall service are on page 6.

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

#### 2 Dealing with claims

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

In dealing with your claim, under the terms of this policy we may:

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

**We** can do any of these in **your** name or in the name of any person claiming under this policy. Anyone who makes a claim under this policy must give **us** any reasonable information **we** ask for.

#### 3 Right of recovery

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

#### 4 Other insurance

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

#### 5 Taking care of your vehicle

Anyone covered by this policy must take all reasonable steps they can to protect **the vehicle**, and anything in or attached to it, against loss or damage. (This includes making sure that all windows, doors, roof openings, removable roof panels or hoods are closed and locked, and the keys (or devices needed to lock **the vehicle**) are not left in on **the vehicle**.) **The vehicle** must be kept in good working order. **We** may examine **the vehicle** at any time.

#### 6 Keeping to the terms of the policy

We will only provide cover under this policy if:

- any person claiming cover has met all the terms of the policy, as far as they apply; and
- the declaration and information given on the proposal or shown in the statement of insurance or statement of fact is complete and correct as far as you know, and
- Any person claiming cover provides us with any reasonable information that we ask for.

#### 7 Fraud

We will not make any payment if:

- You or anyone acting on your behalf mislead us in any way, including over who is the main user of the vehicle, in order to get insurance from us, to obtain more favourable terms or to reduce your premium; or
- Any claim or part of any claim is fraudulent, false or exaggerated.

In these circumstances, all cover will be cancelled from the date of the fraud or misrepresentation and no premium will be refunded. If **we** have made a payment **we** would not otherwise have made **you** must repay that amount to **us**.

**We** may also notify relevant authorities, so that they can consider criminal proceedings.

#### 8 Cancelling your policy

You have 14 days from the start date of the policy or the date you receive the policy documents, whichever is the later, to cancel the cover. You can cancel by phoning your insurance adviser. Cancellation can take effect immediately or from a later date, but cannot be backdated to any earlier date. You must then return your certificate of motor insurance to your insurance adviser. It is an offence under the Road Traffic Act not to return your certificate of motor insurance.

Cancelling any direct debit instruction does not mean **you** have cancelled the policy. **You** will still need to follow the instructions above. If **you** are paying by instalments **you** may still have an obligation to make payments under **your** credit agreement.

If **cover** has not yet started, **we** will refund any premium paid in full. This refund will not be sent to **you** unless and until **we** receive **your certificate of motor insurance**. If cover has started, **you** will have to pay for any period of cover that has already been provided as well as an administration charge of £7.50 (subject to Insurance Premium Tax where applicable).

#### Policy conditions - continued

If any claim has been made during the period of cover provided, **you** must pay the full annual premium and **you** will not be entitled to any refund.

- After the 14-day period you can cancel this policy by phoning your insurance adviser. Cancellation can take effect immediately or from a later date, but cannot be backdated to any earlier date. You must then return your certificate of motor insurance to your insurance adviser. It is an offence under the Road Traffic Act not to return your certificate of motor insurance.
  - Cancelling any direct debit instruction does not mean **you** have cancelled the policy. **You** will still need to follow the instructions above. If **you** are paying by instalments **you** may still have an obligation to make payments under **your** credit agreement.

If no claims have been made during the current **period of insurance**, **we** will refund a percentage of the premium in proportion to the **period of insurance** left unused, less an administration charge of £7.50 (subject to Insurance Premium Tax where applicable). This refund will not be sent to **you** unless and until **we** receive **your certificate of motor insurance**.

If any claim has been made in the current **period of insurance**, **you** must pay the full annual premium and **you** will not be entitled to any refund.

- We or your insurance adviser can cancel this policy by sending you seven days' notice to your last known address.
   The reason for cancellation will be set out clearly in the communication with you. Valid reasons include, but will not be limited to, those listed below;
  - Changes to the information detailed on your proposal, statement of insurance or statement of fact, schedule or certificate of motor insurance which result in us no longer wishing to provide cover.
  - Where the circumstances of a new claim, or an incident we have become aware of, result in us no longer wishing to provide cover.
  - Where we suspect fraud on this or any other related policy.
  - Where you, a person acting on your behalf, or any person covered to drive the vehicle uses threatening, intimidating or abusive behaviour or language towards our staff, suppliers or agents acting on our behalf, including your insurance adviser.
  - Where any person claiming cover under this policy fails to provide us with any reasonable information we ask for.
  - Where a misrepresentation has been made that results in us no longer wishing to provide cover.
  - Where we are unable to collect a premium payment due to insufficient funds in the account you have

- nominated to pay from (notice will be sent to **your** last known address allowing **you** an opportunity to rectify the situation, and confirming that a second attempt to collect the payment will be made).
- Where we are unable to collect a premium payment due to a Direct Debit Instruction being cancelled (notice will be sent to your last known address allowing you an opportunity to rectify the situation by reinstating the previous Direct Debit instruction, providing a new Direct Debit instruction or by providing the full outstanding premium).

You must return the certificate of motor insurance to your insurance adviser. It is an offence under the Road Traffic Act not to return your certificate of motor insurance.

We will refund a percentage of the premium in proportion to the **period of insurance** left unused, less an administration charge of £7.50 (subject to Insurance Premium Tax where applicable). This refund will not be sent to **you** unless and until we receive **your certificate of motor insurance**.

If **you** are paying by instalments **you** may still have an obligation to make payments under **your** credit agreement.

#### 9 Changes you must tell us about

You must tell us about any of the changes below straight away. If you do not tell us about any changes to the information detailed on your proposal, statement of insurance or statement of fact, schedule or certificate of motor insurance it may mean that your policy is invalid and does not operate in the event of a claim. In these circumstances, no premium would be refunded to you unless and until you return your certificate of motor insurance to us. These changes may result in a change to your premium and/or excess.

We will not request from you, or refund to you any difference in premium following a change being made to your policy during the period of insurance if it is less than £10. We may make an administration charge of £7.50 (subject to Insurance Premium Tax where applicable) if you alter your policy.

- You change the vehicle or its registration number, sell the vehicle or you get another vehicle.
- You change your address or the address at which the vehicle is kept overnight.
- There is a change to the estimated annual mileage that the vehicle will cover.
- The vehicle is or will be:
  - Changed from the manufacturer's original specification,

This would include:

- Changes to the bodywork, such as spoilers or body kits
- Changes to suspension or brakes
- · Cosmetic changes such as alloy wheels
- · Changes affecting performance such as changes to the engine management system or exhaust system
- Changes to the audio/entertainment system
- Please be aware that this is not a full list of all possible changes - all changes made from the manufacturers standard specification must be disclosed.
- Taken abroad, either for more than 90 days or outside the European Union:
- Used for any purpose not covered by your certificate of motor insurance.
- Involved in an accident or fire, or someone steals, damages or tries to break into it.
- There is any change of main user of the vehicle.
- You or any other person who may drive the vehicle:
  - Have a motoring conviction (including any fixed penalty offences):
  - Have a non-motoring criminal conviction;
  - Passes their driving test or has their licence suspended or revoked:
  - Changes their name;
  - Is issued with a new Driving Licence Number;
  - Changes job, starts a new job, including any part-time work, or stops work;
  - Is involved in any accident or has vehicle damaged or stolen, whether covered by this policy or not;
  - Has had insurance refused, cancelled or had special terms put on;
  - Develop a health condition that requires notification to the DVLA, or an existing condition worsens. You can find additional information in the Motoring section at www.gov.uk or pick up leaflet D100 from the Post Office.
- You wish to change who is allowed to drive the vehicle. Drivers aged under 30 will not be covered unless we have been given their details and accepted them in writing. You must still disclose the information shown above for any driver aged 30 or over.

Please ask your insurance adviser or us for help if you are not sure whether certain information needs to be disclosed.

#### 10 Data protection notice

Please read this notice carefully as it contains important information about our use of your personal information.

In this notice, we and us and our mean Ageas Insurance Limited. Your personal information means any information we hold about you and any information you give us about anyone else. You should show this notice to anyone else insured or proposed to be insured [to drive your vehicle] under your policy as it will also apply to them. It explains how we use all the information we have about you and the other people insured under your policy.

Please note that if **you** give **us** false or inaccurate information this could give us the right to avoid your insurance policy or it could impact your ability to claim.

#### **Sensitive information**

Some of the **personal information** that **we** ask **you** to provide is known as "sensitive personal data". This will include information relating to health issues, race, religion and any criminal convictions. We need to use sensitive personal data to provide you with quotes, arrange and manage your policy and to provide the services described in your policy documents (such as dealing with claims).

#### How we use your personal information

We are part of the Ageas group of companies. We may share your personal information with other companies in the group for any of the purposes set out in this notice. If you want to know more about the Ageas group please go to www.ageas.co.uk.

We will use your personal information to arrange and manage your insurance policy, including handling underwriting and claims and issuing renewal documents and information to you or your insurance adviser. We will also use your personal information to assess your insurance application and provide information to credit reference agencies.

We may research, collect and use data about you from publically available sources including social media and networking sites. We may use this data for the purposes set out in this notice, including fraud detection and prevention.

We may have to share your personal information with other insurers, statutory bodies, regulatory authorities, our business partners or agents providing services on our behalf and other authorised bodies.

We will share your personal information with others:

if we need to do this to manage your policy with us including settling claims;

- for underwriting purposes, such as assessing your application and arranging your policy and at renewal stage including;
  - providing **your** (or any person included on the proposal) driving licence number to the DVLA to confirm licence status, entitlement and relevant restriction information and endorsement/conviction data. Searches may be carried out prior to and at any point during your insurance policy including any mid-term adjustment and renewal stage. (For details relating to information held about you by the DVLA please visit www.MyLicence.org.uk.)
  - search your (or any person included on the proposal) 'No Claims Discount' ("NCD") details against a No Claims Discount database ( to obtain information in relation to your NCD entitlement. Such searches may be carried out against driving licence number, name, date of birth, Vehicle Registration Mark ("VRM") and or postcode.
    - (A search of the driving licence number with the DVLA or against the NCD Database should not show a footprint against the driving licence.)
- for management information purposes;
- to prevent or detect crime, including fraud (see below);
- if we are required or permitted to do this by law (for example, if we receive a legitimate request from the police or another authority); and/or
- if you have given us permission.

You can ask for further information about our use of your personal information. If you require such information, please write to the Data Protection Officer at the address set out below.

#### Preventing and detecting crime

We may use your personal information to prevent crime. In order to prevent and detect crime we may:

- check your personal information against our own databases;
- share it with fraud prevention agencies. Your personal information will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when you make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, we will share your relevant personal information with them. The information we share may be used by those companies when making decisions about you. You can find out which fraud prevention agencies are used by us by writing to our Data Protection Officer at the address set out below:

- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd and the Motor Insurance Anti-Fraud and Theft Register. We may pass information relating to your insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers;
- share it with the Motor Insurance Database (MID) which may be used to establish whether a driver is insured to drive a vehicle and/or for preventing or detecting crime. If you are involved in an accident in the UK or abroad, the MID may be searched to obtain relevant policy information. You can find out more at www.mib.org.uk.
- undertaking searches against your (or any person included on the proposal) driving licence number against details held by the DVLA to confirm your licence status, entitlement and restriction information and endorsement/conviction data.
- search your (or any person included on the proposal) NCD details against a No Claims Discount database to obtain information in relation to your NCD entitlement. Such searches may be carried out against your (or the relevant person included on the proposal) driving licence number, name, date of birth, Vehicle Registration Mark ("VRM") and or postcode.

#### Dealing with others on your behalf

To help you manage your insurance policy, subject to answering security questions, we will deal with you or your husband, wife or partner or any other person whom we reasonably believe to be acting for you if they call us on your behalf in connection with your policy or a claim relating to your policy. For your protection only you can cancel your policy or change the contact address.

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

We will only use your personal information to market our products and services to you if you agree to this.

#### Monitoring and recording

We may record or monitor calls for training purposes, to improve the quality of our service and to prevent and detect fraud. We may also use CCTV recording equipment in and around our premises.

#### **Further information**

You are entitled to receive a copy of any of your personal information we hold. If you would like to receive a copy, or if you would like further information on, or wish to complain about, the way that we use personal information, please write to the Data Protection Officer at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA giving your name, address and insurance policy number. We may charge you a small fee for this.

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

#### 11 Law applicable to the contract

English Law will apply to this contract unless **you** and **we** agree otherwise. (If **you** live in Jersey, the law of Jersey will apply to this contract and the Jersey courts will have exclusive jurisdiction over disputes between **us** and **you** in relation to it.)

#### 12 Language

The contractual terms and conditions and other information relating to this contract will be in the English language.

## What to do if you have a complaint

Should there ever be an occasion where **you** need to complain, **we** will sort this out as quickly and fairly as possible.

If your complaint is about the way your policy was sold to you, please contact your insurance adviser to report your complaint.

If you have a complaint regarding your claim, please telephone us on the number shown in your claims documentation. Alternatively, you can write to us at the address shown below or email us through our website at www.ageas.co.uk/complaints (please include your policy number and claim number if appropriate).

Customer Services Adviser Ageas Insurance Limited Ageas House Hampshire Corporate Park Templars Way Eastleigh Hampshire SO53 3YA

#### Service standards

**We** will try to resolve **your** complaint by the end of the next working day. If **we** are unable to do this, **we** will write to **you** within five working days to either:

Tell you what we have done to resolve the problem; or

acknowledge **your** complaint and let **you** know when **you** can expect a full response. **We** will also let **you** know who is dealing with the matter.

**We** will always aim to resolve **your** complaint within four weeks of receipt. If **we** are unable to do this **we** will give **you** the reasons for the delay and indicate when **we** will be able to provide a final response.

#### **Financial Ombudsman Service**

If **we** cannot resolve the differences between **us**, **you** may refer **your** complaint to the Financial Ombudsman Service

**You** can ask the Financial Ombudsman Service to review **your** complaint if for any reason **you** are still dissatisfied with **our** final response, or if **we** have not issued **our** final response within eight weeks from **you** first raising the complaint.

**You** can contact the Financial Ombudsman Service at the address below, however they will only consider **your** complaint once **you** have tried to resolve it with **us**.

Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR

Using this complaints procedure will not affect your legal rights.

## Financial Services Compensation Scheme

If **we** cannot meet **our** liabilities, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Claims for compulsory insurance, such as third-party motor insurance, are covered in full. Any claims made to the Financial Services Compensation Scheme for non-compulsory (optional) insurance, such as damage to the insured vehicle, and for any unused premium, are covered up to 90% of the value of the claim submitted. **You** can get more information from the Financial Services Compensation Scheme at www.fscs.org.ukor by calling 020 7741 4100.

#### **Ageas Insurance Limited**

Registered office address Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA www.ageas.co.uk

Registered in England and Wales No 354568

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register Number 202039.

