

# Van Guard

### **Policy Wording**

### What's inside...

Useful telephone numbers	2
Contents	2
Important Information	3-4
Policy definitions	8
General policy exclusions	18
Policy conditions	19-21



### Contents

Important information	3-4
What to do if you have an accident	5
Damaged windscreen and window glass	5
Onecall	6
Contract of insurance	7
Definitions	8
Your cover:  Section A – Damage to the vehicle  Section B – Damaged windscreen and window glass  Section C – Fire and theft  How we will settle your claim under  Sections A, B or C  Section D – Personal accident  Section E – Medical expenses  Section F – Personal belongings  Section G – Liabilities to third parties  Section H – Using your vehicle abroad  Section J – Spanish bail bond  Section J – No claim discount  Section K – No claim discount protection	10-17 10-11 11 11-12 12-13 13 13 14 14 15 15 16
Section L - Replacement locks	17
Policy exclusions	18
Standard endorsements	18
Policy conditions	19-21
Privacy Notice	22
How to make a complaint	23
Financial Services Compensation Scheme	23

#### **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

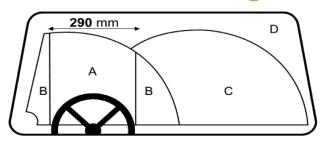
We, Ageas Insurance, are not your insurer for recovering your uninsured losses such as your policy excess. You should contact your insurance adviser direct to see if any separate insurance cover has been arranged.

# 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.

### 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.

Openall repair comi			
Message relay	Onecall repair service for an incident in the geographical limits		
	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	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:  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).  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).  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.  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.  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.		

### 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.

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	✓	✓	
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	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.
- 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:

- · Unlimited if your cover is comprehensive and the equipment is fitted as original equipment by the manufacturer.
- £300 for any other equipment or if your cover is third party fire and theft.

provided this equipment is permanently fitted to the vehicle.

What is not covered

- Loss of or damage to the vehicle 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.
- The first £100 of any claim.
- Loss of use of the vehicle.
- 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 vou 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.

#### 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

#### 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
- 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
- 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 vour 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-carayan 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 insurance.

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 vour 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.

Section I - Spanish bail bond

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.

#### What is covered What is not 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 covered

#### Section J - No-claim discount

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 What is not 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.

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:
  - lonising 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.

- 5 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.
- 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.

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. 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).

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.

### Policy conditions - continued

- 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.
  - 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). 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).

**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).

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. 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 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.)

#### 11 Language

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

# **Privacy Notice**

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how we collect, use, share, transfer and store your information. For our full Privacy Policy please visit our website www.ageas.co.uk/privacy-policy or contact our Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing thedpo@ageas.co.uk.

Your insurance adviser will have their own uses for your personal data. Please ask your insurance adviser if you would like more information about how they use your personal information.

#### Collecting your information

We collect a variety of personal information about you including your name, address, contact details, date of birth, credit history, criminal offences, claims information and IP address (which is a unique number identifying your computer). Where relevant, we also collect special categories of personal information (which was previously known as sensitive personal information) such as details regarding your health.

We also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

#### Using your information

The main reason we collect your personal information and/ or special categories of personal information is because we need it to provide you with the appropriate insurance quotation, policy and price as well as manage your policy such as handling a claim or issuing documentation to you. Our assessment of your insurance application may involve an automated decision to determine whether we are able to provide you with a quotation and/or the price. If you object to this being done, then we will not be able to provide you with insurance

We will also use your information where we feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile you); collecting information regarding your past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

If you have given us such information about someone else, you would have confirmed that you have their permission to do so.

#### **Sharing your information**

We share your information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to us or on our behalf; fraud prevention and credit reference agencies and other companies, for example, when we are trialling their products and services which we think may improve our service to you or our business processes.

Unless required to by law, we would never share your personal data without the appropriate care and necessary safeguards being in place.

#### **Keeping your information**

We will only keep your information for as long as is necessary in providing our products and services to you and/or to fulfil our legal and regulatory obligations. Please refer to our full Privacy Policy for more information.

#### Use and storage of your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). We will not transfer your information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or we have taken all reasonable steps to ensure the firm has suitable standards in place to protect your information.

#### Your rights

You have a number of rights in relation to the information we hold about you, these rights include but are not limited to: the right to a copy of your personal information we hold; object to the use of your personal information; withdraw any permission you have previously provided and complain to the Information Commissioner's Office at any time if you are not satisfied with our use of your information. For a full list of your rights please refer to the full Privacy Policy.

Please note that there are times when we will not be able to delete your information. This may be as a result of fulfilling our legal and regulatory obligations or where there is a minimum, statutory, period of time for which we have to keep your information. If we are unable to fulfil a request we will always let you know our reasons.

# How to make a complaint

Should there ever be an occasion where you need to complain, we'll do our best to address this as quickly and fairly as possible.

If we can't, then we'll:

- Write to you to acknowledge your complaint.
- Let you know when you can expect a full response.
- Let you know who is dealing with the matter

In most instances, we'll be able to address your complaint within the first few days of this being notified to us. On occasion, further investigation may be necessary, but we'll provide you with a full written response to your complaint within eight weeks of notification.

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

If you've a complaint regarding your claim, please telephone us on 0345 122 3018.

Alternatively, for claims or any other type of complaint, you can also 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).

Our address:

Customer Services Advisor Ageas House Hampshire Corporate Park Templars Way Eastleigh Hampshire SO53 3YA

#### What to do if you're not happy with our response

In the unlikely event that we haven't responded to your complaint within eight weeks or you're not happy with our final response you have the right to take your complaint onto the Financial Ombudsman Service but you must do so within six months of the date of our final response.

The Ombudsman is an impartial complaints service, which is free for customers to use and taking your complaint to the Ombudsman does not affect your right to take your dispute to the courts.

You can find out more information about how to complain to the Ombudsman online at: www.financial-ombudsman.org.uk.

Alternatively, you can write to the Ombudsman at:

Financial Ombudsman Service **Exchange Tower** London E14 9SR

By phone: 0800 023 4567

By email: complaint.info@financial-ombudsman.org.uk

Please note that if you don't refer your complaint within the six months, the Financial Ombudsman Service won't have our permission to consider your complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

#### **Financial Services Compensation** Scheme

We are covered by the Financial Services Compensation Scheme (FSCS).

In the very unlikely event that Ageas was to go bust, your insurance policy would still remain valid in the event that you needed to make a claim. For more details about the scheme visit www.fscs.org.uk or telephone 0800 678 1100 or 020 7741 4100.

#### Ageas Insurance Limited

Registered 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.

