



# Motor Guard

## Policy Wording

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To make a claim, call 0345 122 3018  
Please add this number to your mobile phone

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## Useful telephone numbers

Onecall 24 hour claims helpline 0345 122 3018

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 621982.

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 you wish to make a change to your policy, please call your insurance adviser, 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 customer information

Under policy condition 9 on page 19, 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 car or its registration number, sell the car or you get another car.
  - You change your address or the address at which the car is kept overnight.
  - There is a change to the estimated annual mileage that the car will cover.
  - The car 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 car.
- You or any other person who may drive the car:
  - 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 a 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](http://www.gov.uk) or pick up leaflet D100 from the Post Office.
- You wish to change who is allowed to drive the car. Drivers aged 35 or under 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 36 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 car is correctly shown on your policy. If this is incorrect, your car may not appear on the Motor Insurance Database (MID) and this could lead to your car being seized by the authorities. Please let us know immediately if your registration mark is showing incorrectly on your documents. It is a legal requirement in Great Britain to have continuous insurance in place for your car and if there is no record on the MID showing the car 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 car could also be clamped, seized and ultimately destroyed. You can check that details held about your car on the MID are correct by visiting [www.askmid.com](http://www.askmid.com).

### How to report an incident

Please report all incidents to us immediately on **0345 122 3018** so that we can tell you 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 this to us and we will manage it 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 present 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 3018 or +44 2380 621982 if calling from abroad (see page 6).
- 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 car before it is taken for assessment or repair.
- Please see page 12 for details on how we will settle your claim under sections A or C.

## Important note

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

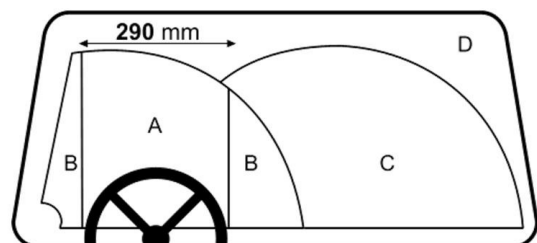
# Damaged windscreen and window glass

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.

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.



**The following size of windscreen chip damage can be repaired in accordance with the British Standard Code of Practice BS AU 242a:1998**

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

# What to do if you need to make a claim

## Call ONECALL 0345 122 3018

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

OneCall is a first-response service with operators who can immediately confirm whether your policy covers you for the incident. 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, to improve the quality of our service and to prevent and detect fraud.

## Start of the claims process

- If your car 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 car registration number.
- We will validate your claim and discuss with you how your claim will be progressed.
- We will answer all correspondence within five working days of receiving it.

ONECALL repair service for an incident within the geographical limits	
<b>Message relay</b>	We can pass messages to friends, family or colleagues.
<b>Repairs</b>	If damage to the car is covered and it can be repaired, we will arrange for one of our approved repairers to contact you to arrange to collect the car. Repairs made by our approved repairers are guaranteed for three years.
<b>Authorisation</b>	You do not need to get any estimates, and repairs can begin immediately after we have authorised them.
<b>Delivery</b>	When the work is done, our repairer will contact you to arrange a convenient time to deliver the car back to you.
<b>Paying for repairs</b>	We will pay the repair bill. All you need to do is pay any policy excess directly to our repairer when they deliver the car back to you.
If you have comprehensive cover you have the following extra services	
<b>Get-you-home service within the geographical limits</b>	If the car is not roadworthy following an incident covered by your policy, we can assist in getting you and your passengers from the scene of the incident to your home or to your planned destination, subject to a maximum payment of £250. If you cannot complete your journey, we will pay for overnight accommodation up to £50 per person for you and your passengers (up to £250 in total).
<b>Keeping you mobile while your car is being repaired within the geographical limits</b>	To keep you mobile, while using our approved repairer, you will be offered a small courtesy car while yours is being repaired. The repairer may, with your agreement, provide an alternative solution more suitable to your requirements. Once we have decided that your car can be economically repaired by one of our approved repairers and if it cannot be driven, we will provide the courtesy car on the next working day for as long as the repairs take. If your car can still be legally driven (in other words it is roadworthy), we will deliver the courtesy car when your car is collected for repairs. While you have the courtesy car you will be liable to pay fines for any parking or driving offences or congestion charges, and any additional costs for any non-payment of these charges. You may be asked to produce an appropriate credit or debit card to the approved repairer to cover these costs.
<b>If the car cannot be repaired</b>	If your car 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 car is a total loss (a write-off), you must send in all the original documents that we ask for (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 personal belongings and the tax disc from the car before it is collected.

# Contract of insurance

## Introduction

This policy is a contract between **you** and **us**. It is not **our** intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else either any rights under this policy or 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 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** type. 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 car is covered;
- who is allowed to drive **the car**; and
- what **the car** 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 17, which shows **you** what details **you** need to disclose to **us**.

## 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, the Channel Islands and while **the car** is being transported between any of these countries.

## Market value

The cost of replacing **the car** 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 with 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 that **you** give **us**, including information given on **your** behalf and verbal information **you** give.

## Schedule

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

## Statement of insurance or statement of fact

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

## Terrorism

**Terrorism** as defined in the Terrorism Act 2000.

## The car

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

## We, our, us

Ageas Insurance Limited

## You, your

The person or company shown under 'Policyholder details' or 'Insured details' on 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.

Section Name	Cover applicable		
	Comprehensive	Third Party Fire and Theft	Third Party Only
Section A: Damage to the car	✓		
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	✓	✓	✓
Section H: Using your car abroad	✓	✓	✓
Section I: Spanish bail bond	✓	✓	✓
Section J: No claim discount	✓	✓	✓
Section K: No claim discount protection	✓ Optional	✓ Optional	✓ Optional
Section L: Replacement locks	✓		

# Your cover

## Section A - Damage to the car

What is covered	What is not covered
<p><b>We will pay</b> for accidental or malicious damage <b>to the car</b> including damage caused by vandalism.</p> <p><b>We will also cover</b> the cost of replacing or repairing <b>the car's</b> audio, navigation and entertainment equipment up to the following amounts:</p> <ul style="list-style-type: none"> <li>• £1,000 for equipment fitted as original equipment by the manufacturer; or</li> <li>• £300 for any other equipment, provided this equipment is permanently fitted to the car.</li> </ul> <p>If <b>the car</b> is not roadworthy after an accident within the <b>geographical limits</b>, which has been reported to <b>us</b> and <b>we</b> have accepted the claim (not including glass), <b>we</b> can assist with getting <b>you</b> and <b>your</b> passengers from the scene of the accident to <b>your</b> home or to <b>your</b> planned destination, subject to a maximum payment of £250.</p> <p>If <b>you</b> cannot complete <b>your</b> journey, <b>we</b> will pay for overnight accommodation up to £50 per person for <b>you</b> and <b>your</b> passengers (up to £250 in total).</p> <p>To keep <b>you</b> mobile, within the geographical limits only, <b>we</b> will offer <b>you</b> a small courtesy car, free of charge, while <b>the car</b> is being repaired by one of <b>our</b> approved repairers.</p> <p>Once <b>we</b> have decided that <b>the car</b> can be economically repaired by one of <b>our</b> approved repairers and if it cannot be driven, <b>we</b> will provide the courtesy car on the next working day for as long as the repairs take.</p> <p>If <b>the car</b> can still be legally driven (in other words, it is roadworthy), <b>we</b> will deliver the courtesy car when <b>the car</b> is collected for repairs.</p> <p>The repairer may, with <b>your</b> agreement, provide an alternative solution more suitable to <b>your</b> requirements.</p> <p>See page 12 for details of how <b>we</b> settle claims.</p>	<ul style="list-style-type: none"> <li>• Loss of or damage to <b>the car</b> caused by malicious damage or vandalism when no one is in it if:             <ul style="list-style-type: none"> <li>- Any window, door, roof opening, removable roof panel or hood was left open or unlocked; or</li> <li>- The keys (or any other device needed to lock <b>the car</b>) are left in or on <b>the car</b>.</li> </ul> </li> <li>• The <b>excesses</b> shown in the <b>schedule</b>; and</li> <li>a The first £350 of any claim if the person driving or in charge of <b>the car</b> at the time of the accident is under 21; or</li> <li>b The first £250 of any claim if the person driving or in charge of <b>the car</b> at the time of the accident is:             <ul style="list-style-type: none"> <li>- Aged 21 or over but under 25; or</li> <li>- Aged 25 or over but has not held a full driving licence issued within the <b>geographical limits</b> or the European Union for at least a year.</li> </ul> </li> </ul> <p><b>You</b> must pay these amounts for every incident that <b>you</b> claim for under this section.</p> <ul style="list-style-type: none"> <li>• Loss of or damage to <b>the car</b> caused by fire, or by theft.</li> <li>• Loss of use of <b>the car</b>.</li> <li>• Wear and tear.</li> <li>• Mechanical, electrical, electronic and computer failures or breakdowns or breakages.</li> <li>• Damage to <b>your</b> tyres caused by braking, punctures, cuts or bursts.</li> <li>• 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.</li> <li>• Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.</li> <li>• Loss of or damage to telephone or other communication equipment.</li> <li>• <b>The car</b> losing value after, or because of, repairs.</li> <li>• Loss or damage to <b>the car</b> caused by <b>you</b> carelessly or recklessly allowing a buyer, someone posing as a buyer or someone acting on behalf of a buyer to defraud or deceive <b>you</b>. This includes accepting a form of payment that a bank or building society will not authorise.</li> <li>• <b>The car</b> being confiscated or destroyed by or under order of any government or public or local authority.</li> <li>• Loss of or damage to any radar detection equipment unless this equipment is permanently fitted to <b>the car</b> as part of the manufacturer's original specification.</li> <li>• Loss of or damage to any audio, navigation and entertainment equipment unless this equipment is permanently fitted to <b>the car</b>.</li> <li>• Loss of or damage to <b>the car</b> caused by a person known to <b>you</b> taking <b>the car</b> without <b>your</b> permission, unless that person is reported to the police for taking <b>the car</b> without <b>your</b> permission.</li> </ul>

## Section B - Damaged windscreen and window glass

What is covered	What is not covered
<p>If the windscreen or any window glass in <b>the car</b> is damaged during the <b>period of insurance we</b> will pay the cost of repairing or replacing it. <b>We</b> will also pay for any repair to the bodywork that has been damaged by broken glass from the windscreen or windows.</p> <p>If <b>you</b> phone the Ageas Insurance Glassline (see page 4) and use one of <b>our</b> chosen glass companies, cover is unlimited. If <b>you</b> do not, the most <b>we</b> will pay under this section is £100 after taking off any <b>excess</b>.</p> <p>A claim under this section only will not affect <b>your</b> no claim discount.</p>	<ul style="list-style-type: none"> <li>• The first £60 of any claim if the glass is replaced.</li> <li>• The first £10 of any claim if the glass is repaired.</li> <li>• Loss of use of <b>the car</b>.</li> <li>• 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 <b>geographical limits</b>.</li> <li>• Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.</li> <li>• Mechanical, electrical, electronic or computer failures or breakdowns or breakages to sun roof and hood mechanisms.</li> <li>• Repair or replacement of any windscreen or window unless it is made of glass.</li> </ul>

## Section C - Fire and theft

What is covered	What is not covered
<p><b>We</b> will pay for loss of or damage to the car caused by fire, theft or attempted theft.</p> <p><b>We</b> will also cover the cost of replacing or repairing <b>the car's</b> audio, navigation and entertainment equipment up to the following amounts:</p> <ul style="list-style-type: none"> <li>• £1,000 if <b>your</b> cover is comprehensive and the equipment is fitted as original equipment by the manufacturer; or</li> <li>• £300 for any other equipment or if <b>your</b> cover is third party fire and theft, provided this equipment is permanently fitted to <b>the car</b>.</li> </ul> <p><b>If you have comprehensive cover you have the following extra cover</b></p> <p>If <b>the car</b> is stolen or is not roadworthy following a fire, theft or attempted theft within the <b>geographical limits</b> and it has been reported to <b>us</b> and <b>we</b> have accepted the claim; <b>we</b> will meet the cost of getting <b>you</b> and <b>your</b> passengers to <b>your</b> home or to <b>your</b> planned destination, subject to a maximum payment of £250.</p> <p>If <b>you</b> cannot complete <b>your</b> journey, <b>we</b> will pay for overnight accommodation up to £50 per person for <b>you</b> and <b>your</b> passengers (up to £250 in total).</p> <p>To keep <b>you</b> mobile, within the <b>geographical limits</b> only, <b>we</b> will offer <b>you</b> a small courtesy car, free of charge, while <b>the car</b> is being repaired by one of <b>our</b> approved repairers.</p> <p>Once <b>we</b> have decided that <b>the car</b> can be economically repaired by one of <b>our</b> approved repairers and if it cannot be driven, <b>we</b> will provide the courtesy car on the next working day for as long as the repairs take.</p> <p>If <b>the car</b> can still be legally driven (in other words, it is roadworthy), <b>we</b> will deliver the courtesy car when <b>the car</b> is collected for repairs. The repairer may, with <b>your</b> agreement, provide an alternative solution more suitable to <b>your</b> requirements. See page 12 for details of how <b>we</b> settle claims.</p>	<ul style="list-style-type: none"> <li>• Loss of or damage to <b>the car</b> when no-one is in it if:             <ul style="list-style-type: none"> <li>- Any window, door, roof opening, removable roof panel or hood was left open or unlocked; or</li> <li>- The keys (or any other device needed to lock <b>the car</b>) are left in or on <b>the car</b>.</li> </ul> </li> <li>• The first £100 of any claim.</li> <li>• Loss of use of <b>the car</b>.</li> <li>• Wear and tear.</li> <li>• Mechanical, electrical, electronic and computer failures or breakdowns or breakages.</li> <li>• 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 <b>geographical limits</b>.</li> <li>• Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.</li> <li>• Loss of or damage to telephone or other communication equipment.</li> <li>• <b>The car</b> losing value after, or because of, repairs.</li> <li>• Loss or damage to <b>the car</b> caused by <b>you</b> carelessly or recklessly allowing a buyer, someone posing as a buyer or someone acting on behalf of a buyer to defraud or deceive <b>you</b>. This includes accepting a form of payment that a bank or building society will not authorise.</li> <li>• Loss of or damage to <b>the car</b> caused by a person known to <b>you</b> taking <b>the car</b> without <b>your</b> permission, unless that person is reported to the police for taking <b>the car</b> without <b>your</b> permission.</li> <li>• <b>The car</b> being confiscated or destroyed by or under order of any government or public or local authority.</li> <li>• Loss arising from <b>the car</b> being taken from <b>you</b> and returned it to its legal owner where it is established that <b>you</b> are not the legal owner.</li> <li>• Loss of or damage to any radar detection equipment, unless this equipment is permanently fitted to <b>the car</b> as part of the manufacturer's original specification.</li> <li>• Loss of or damage to any audio, navigation and entertainment equipment unless this equipment is permanently fitted to <b>the car</b>.</li> </ul>

## How we will settle your claim under sections A or C

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

### If the car is economically repairable:

If **the car** 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 car**. Repairs made by **our** approved repairers are guaranteed for three years.

**We** will also pay the costs of delivering **the car** 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 car**. **We** reserve the right to ask **you** to obtain alternative estimates.

**You** will have to pay any policy **excess** direct to the repairer. If the condition of **the car** 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 compare in quality to those available from the manufacturer.

### If the car is a total loss:

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

If there is any outstanding loan on **the car**, **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 car** 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 car** will belong to **us**. **You** must return **your certificate of motor insurance** to **your insurance adviser**. It is an offence under the Road Traffic Act not to return the **certificate of motor insurance**. By purchasing this policy **you** agree that **we** can handle **your** claim in this way.

**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 car** 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 car

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

- the loss or damage happens before **the car** is a year old; and
- **you** are the first and only registered keeper of **the car** (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 car** (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 car at the time of the loss or damage (based on the United Kingdom list price including taxes); and
- **the car** was supplied as new within the **geographical limits**.

In these circumstances, if **you** ask **us** to, **we** will replace **the car** (and pay the delivery charges to the address shown on **your** current **schedule** or any other address **we** agree with **you**) with a new car of the same make, model and specification.

**We** will only do this if:

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

If a replacement car of the same make, model and specification is not available, **we** will, where possible, provide a similar car of identical list price.

If this is not acceptable to **you**, **we** will pay **you** the price of **the car**, fitted accessories and spare parts as shown in the manufacturer's last United Kingdom price list, less any **excess** that may apply.

## Section D - Personal accident

What is covered	What is not covered
<p>If <b>you</b> or <b>your partner</b> are accidentally killed or injured while getting into, travelling in or getting out of <b>the car</b> (or any other private car that <b>you</b> do not own), <b>we</b> will pay the following benefit per person:</p> <ul style="list-style-type: none"><li>• For death - £2,500.</li><li>• For total and permanent loss of sight in one eye - £1,500.</li><li>• For total and permanent loss (at or above the wrist or ankle) of one hand or one foot - £1,500.</li></ul> <p><b>We</b> will only pay these amounts if the cause of the death or loss is an accident involving a car and the death or loss happens within three months of the accident.</p> <p>This cover also applies to any person who is getting into, travelling in or getting out of <b>the car</b>.</p>	<ul style="list-style-type: none"><li>• No cover is provided under this section if the policy is held in the name of a corporate organisation, a company or a firm.</li><li>• Death or loss caused by suicide or attempted suicide.</li><li>• 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.</li><li>• Death of or loss to any person not wearing a seat belt when they have to by law.</li><li>• More than £10,000 for any one accident.</li><li>• More than £2,500 to any one person for any one accident.</li><li>• If <b>you</b>, or <b>your partner</b>, have more than one motor policy with <b>us</b>, <b>we</b> will only pay under one policy.</li></ul>

## Section E - Medical expenses

What is covered	What is not covered
<p>If <b>you</b> or anyone in <b>the car</b> is injured in an accident involving <b>the car</b>, <b>we</b> will pay up to £100 in medical expenses for each injured person.</p>	<ul style="list-style-type: none"><li>• No cover is provided under this section if the policy is held in the name of a corporate organisation, a company or a firm.</li></ul>

## Section F - Personal belongings

What is covered	What is not covered
<p><b>We</b> will pay for personal belongings in <b>the car</b> that are lost or damaged following an accident, fire or theft involving <b>the car</b>.</p> <p><b>We</b> will pay for the cost of the item, less an amount for wear and tear and loss of value.</p>	<ul style="list-style-type: none"><li>• Loss of or damage when no-one is in <b>the car</b> if:<ul style="list-style-type: none"><li>- Any window, door, roof opening, removable roof panel or hood was left open or unlocked; or</li><li>- The keys (or any other device needed to lock <b>the car</b>) are left in or on <b>the car</b>.</li></ul></li><li>• More than £100 for each incident.</li><li>• Any goods, tools or samples that are carried as part of any trade or business.</li><li>• Loss of or damage to telephone or other communication equipment.</li><li>• Money, stamps, tickets, documents and securities (such as share or bond certificates).</li><li>• Loss of or damage to any radar detection equipment.</li></ul>

## Section G - Liabilities to third parties

What is covered	What is not covered
<p><b>We will cover legal liability</b> for the death of or injury to any person and damage to property caused by or arising out of:</p> <p><b>Cover for you</b></p> <ul style="list-style-type: none"> <li>• <b>You using the car.</b></li> <li>• <b>You</b> using a motor car not belonging to <b>you</b> and not hired to <b>you</b> under a hire-purchase agreement or leased to <b>you</b> under a leasing agreement, provided that: <ul style="list-style-type: none"> <li>- <b>your</b> current <b>certificate of motor insurance</b> allows <b>you</b> to do so; and</li> <li>- <b>you</b> have the owner's permission to do so; and</li> <li>- <b>you</b> still have <b>the car</b> and it has not been damaged beyond economical repair nor been stolen and not recovered; and</li> <li>- the motor car is registered within the <b>geographical limits</b>; and</li> <li>- <b>you</b> are not using the motor car outside of the <b>geographical limits</b>; and</li> <li>- <b>you</b> are not insured under any other insurance to drive the motor car.</li> </ul> </li> <li>• <b>You</b> using <b>the car</b> to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to <b>the car</b> and if allowed by law, provided it is not being towed for hire or reward.</li> </ul> <p><b>Cover for other people</b></p> <ul style="list-style-type: none"> <li>• Any person driving <b>the car</b> with <b>your</b> permission (as long as <b>your certificate of motor insurance</b> shows that he or she is allowed to drive <b>the car</b>). The person driving must not be excluded from driving <b>the car</b> by any <b>endorsement</b>, exception or condition.</li> <li>• Any person using (but not driving) <b>the car</b>, with <b>your</b> permission, for social, domestic and pleasure purposes.</li> <li>• Any passenger in, getting into or getting out of <b>the car</b>.</li> <li>• Any person using <b>the car</b>, with <b>your</b> permission (as long as <b>your certificate of motor insurance</b> shows that he or she is allowed to drive <b>the car</b>), to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to <b>the car</b> and if allowed by law, provided it is not being towed for hire or reward.</li> </ul> <p><b>We will also pay:</b></p> <ul style="list-style-type: none"> <li>• solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or magistrates court (including a court of equal status in any country within the <b>geographical limits</b>);</li> <li>• legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving;</li> <li>• any costs and expenses for which <b>your</b> employer or business partner is <b>legally liable</b> as a result of <b>you</b> using <b>the car</b> for their business; and</li> <li>• any other costs and expenses for which <b>we</b> have given <b>our</b> written permission arising from an accident covered under this policy,</li> </ul> <p>If anyone who is insured by this section dies while they are involved in legal action, <b>we</b> will give the same cover as they had to their legal personal representatives.</p>	<ul style="list-style-type: none"> <li>• Any amount <b>we</b> have not agreed to in writing.</li> <li>• Death of or injury to any of <b>your</b> 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 <b>geographical limits</b>.</li> <li>• Loss of or damage to property owned by or in the care of the person who is claiming cover under this section.</li> <li>• Any loss of or damage to a vehicle, trailer, trailer caravan or broken-down vehicle covered by this section.</li> <li>• 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.</li> <li>• Any amount over £1 million, for one pollution or contamination event.</li> <li>• Any amount over £20 million, exclusive of costs and expenses, for any one claim or series of claims arising from one event that causes loss of or damage to property, including any indirect loss or damage.</li> <li>• Any amount over £5 million for all costs and expenses, for any one claim or series of claims arising from one event that causes loss of or damage to property.</li> <li>• Use to secure the release of a motor car, other than <b>the car</b> as described by its registration mark on <b>your certificate of motor insurance</b>, which has been seized by, or on behalf of, any government or public authority.</li> </ul> <p>However, <b>we</b> will provide the minimum cover needed under compulsory motor insurance legislation.</p>

## Section H - Using your car abroad

What is covered	What is not covered
<p><b>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 car 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 vehicles.</b></p> <p><b>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 car within the countries referred to above, provided your main permanent home is within the geographical limits.</b></p> <p>Cover also applies while your 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.</p> <p><b>We may agree to extend the cover for more than 90 days as long as:</b></p> <ul style="list-style-type: none"><li>• <b>the car</b> is taxed and registered within the <b>geographical limits;</b> and</li><li>• <b>your main permanent home</b> is within the <b>geographical limits;</b> and</li><li>• <b>your visit abroad</b> is only temporary; and</li><li>• <b>you tell us</b> before <b>you leave;</b> and</li><li>• <b>you pay any premium we ask for.</b></li></ul> <p><b>If you want to extend your policy to give the same cover in a country outside the countries referred to above, you must:</b></p> <ul style="list-style-type: none"><li>• <b>tell us</b> before <b>you leave;</b> and</li><li>• <b>get our written agreement to cover you</b> in the countries involved; and</li><li>• <b>pay any premium we ask for.</b></li></ul> <p><b>If we agree to your request, we will issue you with an International Motor Insurance Card (Green Card) as legal evidence of this cover.</b></p> <p><b>We will also pay customs duty if the car is damaged and we decide not to return it after a valid claim on the policy.</b></p>	<ul style="list-style-type: none"><li>• <b>If your certificate of motor insurance allows you to drive any other motor car, that cover does not apply outside of the geographical limits.</b></li></ul>

## Section I - Spanish bail bond

What is covered	
<p>A bail bond may be shown on <b>your certificate of motor insurance.</b> If this is not shown and <b>you ask us, we will issue a bail bond, which means we will pay up to £3,000 if the Spanish police hold the car or the driver after an accident involving the car.</b></p> <p><b>If we make any payment because of the bail bond you must repay that payment as soon as possible.</b></p>	

## 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](http://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 car** 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.

## Section K - No claim discount protection

### What is covered

**You** will not lose any of **your** no claim discount as long as:

- no more than two claims are made in any period of three years; and
- **you** have paid any extra premium **we** ask for.

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 **your** no claim discount. It does not protect **your** premium and **you** may have to pay a higher premium or **excess** 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 car** 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; and
- the ignition and steering lock;

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

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

### 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:
  - left in or on **the car** at the time of the loss; or
  - taken without **your** permission by a person known to **you**.



# Policy exclusions

- 1 **We will not pay claims arising directly or indirectly from any of the following:**
    - a **The car** 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 car** is with a member of the motor trade for servicing or repair.
    - b **The car** 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.
    - c **The car** being driven by someone who does not meet all the conditions of their driving licence.
    - d **The car** being used for a purpose that is not shown as covered in **your certificate of motor insurance** other than while **the car** is with a member of the motor trade for servicing or repair.
    - e **The car** 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.
    - f **The car** 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 car**, the policy is not valid if:
    - a **The car** is made or altered to carry more than eight people including the driver; or
    - b **You** are carrying the passengers as part of a business of carrying passengers; or
    - c **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:**
    - a Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel.
    - b The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.
    - c Pressure waves caused by aircraft (and other flying objects) travelling at any speed.
    - d War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power.
    - e Acts of **terrorism**.
  - 4 **We will not pay 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 a judgement is given in a foreign court because **the car** 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 motor car being in a place used for the take-off, landing, parking or movement of aircraft, 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 car 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.**
  - Y We will not pay for any claim when the car is being driven by or is in the charge of anyone who is under 25 years old or anyone who does not hold a full driving licence, issued within the geographical limits or the European Union, to drive the car, unless you have sent us their details and we have accepted them in writing. The information required under policy condition 9 on page 19 must still be disclosed for all drivers aged 25 or over.**
  - Z We will not pay for any claims when the car is being driven by or is in the charge of anyone who is under 36 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 19 must still be disclosed for all drivers aged 36 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 3018 (or +44 2380 621982 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 any claim under the terms of this policy **we** may:

- carry out the defence or settlement of 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 car

Anyone covered by this policy must take all reasonable steps they can to protect **the car**, 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 any other device needed to lock **the car**) are not left in or on **the car**).

**The car** must be kept in good working order. **We** may examine **the car** 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 with 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 car**, 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). 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 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 car** or its registration number, sell **the car** or **you** get another car.
- **You** change **your** address or the address at which **the car** is kept overnight.
- There is a change to the estimated annual mileage that **the car** will cover.
- **The car** 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 systemPlease 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 car**.
- **You** or any other person who may drive **the car**:
  - 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 a 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](http://www.gov.uk) or pick up leaflet D100 from the Post Office.

- **You** wish to change who is allowed to drive **the car**. Drivers aged 35 or under 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 36 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** car] 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](http://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](http://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; and/or
- 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](http://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 **you** (or any person included on the proposal) NCD details against a No Claims Discount database to obtain information in relation to **you** NCD entitlement. Such searches may be carried out against **you** (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.

#### Marketing

**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](http://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 car 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.uk](http://www.fscs.org.uk) or by calling 020 7741 4100.



**To make a claim, call 0345 122 3018**  
Please add this number to your mobile phone

**Ageas Insurance Limited**

*Registered office address*

Ageas House, Hampshire Corporate Park,  
Templars Way, Eastleigh, Hampshire SO53 3YA

[www.ageas.co.uk](http://www.ageas.co.uk)

Registered in England and Wales No 354568

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