



## Notice to Policyholders

**This notice forms part of your policy and must be read in conjunction with your Commercial Guard – Semploy Extra policy wording and the schedule; it provides details of key changes that affect your policy.**

These changes apply to your policy wording effective from the start date of your policy.

### Insurance Act 2015

The Insurance Act 2015 (the Act) comes into effect on 12 August 2016. This notice contains information on the Act and details of changes to your wording to reflect the provisions of the Act.

### Fair Presentation

The duty on you to declare all material facts to your insurers has been replaced by a duty to make a fair presentation of your risk to your insurers. Before the Act, if you did not declare all material facts, your insurers had the right to declare a policy void and not pay any claims.

You now have to make a fair presentation to your insurers of all material facts and circumstances that you know or could have discovered after a reasonable search.

Providing us with inaccurate information may still invalidate a policy if we would not have accepted the risk had we known the correct facts and circumstances or if you have recklessly or deliberately misrepresented facts and circumstances.

If we would have accepted the risk but required a higher premium had the correct detail been known, the policy will remain in force, but we will now have the right to proportionately reduce the amount of the claim we pay. For example, if the premium would have been double based on the correct facts we will be entitled to reduce the claim by half instead of having to pay nothing.

If cover would have been provided on different terms (other than those relating to premium) had the correct facts been declared, the policy will remain in force and we can deal with a claim as though those different terms applied at the time of the claim. For example, if an increased excess (the first amount of a claim that you have to pay) would have been applied had the correct facts been known, that increased excess can be deducted from a claim instead of nothing being paid at all.

### Warranties and Other Terms

Any term stating that the proposal form or statement of fact or other information provided by you forms the basis of the contract is of now of no effect.

The effect of other warranties has been made less severe. Prior to the Act, a breach of a warranty invalidated a policy completely. Under the Act, claims that occur at a time when a warranty is breached will not be paid if compliance with the warranty would have prevented or reduced the risk of the claim. If you can show that compliance with the warranty would not have prevented or decreased the risk of the loss claimed for, we must pay the claim. Once the breach is remedied full cover applies again.

For example, before the Act, if there was a warranty that an intruder alarm is operative at your premises, we would not have to pay claims for any type of loss if the alarm system was out of order. After the Act, while the alarm is out of order we will not have to pay claims for theft, but would now have to pay claims the alarm would not have prevented, for example for storm damage.

### Statement of Fact

If a Statement of Fact is enclosed with your documentation, please read it carefully to ensure it is correct. Please note, if you are renewing your existing policy, some of the detail and statements may have changed from your previous documentation.

Please contact your agent immediately if the Statement of Fact is not correct.

### Notices

#### Notices and General Conditions

A number of the General Conditions and Exclusions are deleted, added or amended by this notice. These are details in the following pages

#### The introduction to your policy

##### Key change

The Introduction to your policy on page 3 of your policy is amended to read as follows:

This Policy is a contract of insurance between the **Insured** and the **Company** by which the **Company** agrees to cover the **Insured** in respect of the risks set out in the Sections and Subsections of this Policy shown as insured on the Schedule, subject to the terms, conditions and exclusions of this Policy and in consideration of the **Insured** paying or agreeing to pay the premium.

This Policy is made up of a number of documents which must be read together. The **Insured** should read carefully all documents that the **Company** has provided and contact the **Insured's** agent immediately if this Policy does not meet the **Insured's** needs.

This Policy has been signed for and on behalf of the **Company**.

##### What this means to you

This clarifies our existing position.

## Important Notice

### Key Change

The following 'Important Notice' is added to your policy:

The **Insured** has a duty to make a fair presentation of all material facts and circumstances to the **Company**. Providing the **Company** with inaccurate information or failing to tell the **Company** of anything which may increase the risk may invalidate this Policy or lead to claims not being paid or being paid in part only.

To assist the **Insured's** understanding of which facts and circumstances are material to the **Company**, here are some key examples:

- **Number of Persons working in the Business** – the premium charged for this Policy is based on the total number of persons working in the **Business**, as declared to the **Company** by the **Insured**. The maximum number of workers permitted under this Policy is 10 during the first Period of Insurance and 15 during any subsequent Period of Insurance. If the number of workers increases beyond the number shown on the Schedule during the Period of Insurance, the **Insured** must notify the **Company** within 30 days of such increase or by the renewal date whichever is the earlier. If the total number exceeds the maximum permitted under the Policy however the **Insured** must notify the **Company** immediately.

If part-time workers are used, it is the number of persons that must be declared to the **Company**, not their full-time equivalents.

Sub-Section A – Public and Products Liability - the number of persons shown on the Schedule must include all persons working in the **Business** i.e. working proprietors, **Partners**, working **Directors**, direct **Employees**, labour only subcontractors or other self-employed persons for labour only, agency workers, trainees, apprentices, work experience persons or volunteers. If the **Insured** uses bona-fide subcontractors, the annual payments to them must not exceed 25% of the **Insured's** annual turnover and the **Insured** must obtain documentary evidence of the bona fide subcontractor's public liability insurance before they commence work on any contract and a record of such evidence must be retained.

Sub-Section B – Employers' Liability - proprietors or **Partners** of unincorporated companies do not need to be included in the number shown on the Schedule but working **Directors** and all other **Employees** i.e. direct **Employees**, labour only subcontractors or other self-employed persons for labour only, agency workers, trainees, apprentices, work experience persons or volunteers must be included – please refer to the Policy definition of **Employee** for full details. If labour only subcontractors are engaged by the **Business**, they must be included regardless of whether or not they hold public liability insurance in their own name. Whenever **Employees** are engaged by the **Business**, the **Insured** must ensure that employers' liability insurance is in force.

- **WHO YOU ARE** – the legal entity that owns the **Business**
- **BUSINESS STATUS** – sole proprietor, partnership, limited liability partnership or a limited company
- **WHAT YOU DO** – the description of the **Business** as shown on the Schedule
- **PERSONAL AND BUSINESS HISTORY** – the previous history relating to proprietors, **Partners** or **Directors** or their business that is provided to the **Company** in the statement of fact e.g. previous bankruptcies, company liquidations, convictions, claims etc.

Other material facts and circumstances will be shown on the statement of fact or proposal form. If the **Insured** is in any doubt or requires clarification of what must be declared to the **Company**, this should be discussed with their agent.

### What this means to you

This will aid your understanding of what must be declared to us.

### General Conditions

These are conditions that apply to the whole policy. Additional conditions may apply to individual sections or sub-sections. Please refer to the section and sub-section wordings for details.

## Precedents to Liability

### Key change

The Precedents to Liability condition on page 28 of your policy is replaced with the following:

Liability under this Policy is conditional on the observance and fulfillment of the terms and Conditions of this Policy in so far as they relate to anything to be done by or complied with by the **Insured**.

### What this means to you

This sets out our revised position

## Reasonable Precautions

### Key change

The following Reasonable Precautions condition has been added to your policy:

### Reasonable Precautions

The **Insured** shall take all reasonable care:

- a for the safety of the property insured
- b to prevent accidents or disease
- c to comply with all statutory obligations and regulations imposed by any authority
- d to prevent the sale or supply of goods which are defective in any way.

### What this means to you

This clarifies your duties under the policy

## Misrepresentation

### Key change

The Misrepresentation condition on page 28 of your policy is replaced with the following:

The **Insured** must make a fair presentation of the risk to the **Company**. This means the **Insured** must disclose at inception or variation to this Policy and prior to each renewal every material circumstance which the **Insured** knows or ought to know and not make misrepresentations to the **Company**. If the **Insured** does not make a fair presentation to the **Company**, the **Company** can:

- a avoid this Policy from inception or renewal if the **Company** would not have issued it or continued it knowing the true situation
- b avoid a variation to this Policy if the **Company** would not have accepted it had the true situation been known
- c alter the terms of this Policy from the date the nondisclosure or misrepresentation was made to those the **Company** would have applied had the true situation been known
- d reduce the payment for a claim
- e cancel this Policy from the date the non-disclosure or misrepresentation was made. This may result in claims not being paid or not being paid in full.

### What this means to you

This clarifies the action we may take if you misrepresent the risk to us or fail to disclose material facts and circumstances

## Cancelling the Policy

### Key change

The Cancelling the Policy condition on page 29 of your policy is replaced by Your Cancellation Rights and Our Cancellation Rights:

### Insured's Cancellation Rights

During the first Period of Insurance, the **Insured** has the right to cancel this Policy within 14 days of:

- i receipt of the Policy wording and Schedule or
- ii the inception date of this Policy

whichever is the later, by writing to the **Company** or alternatively by contacting the **Insured's** agent to confirm cancellation. Cancellation will take effect from the date that the **Company** or the **Insured's** agent receives the

**Insured's** cancellation instructions. Provided no claim has been made and there has been no incident known to the **Insured** prior to cancellation which may give rise to a claim, the **Insured** will be entitled to a full refund of the premium paid. Should a claim be submitted after such refund has been provided, payment of the premium in full will be required before the **Company** can deal with the claim. The **Company** will only deal with claims occurring during the period commencing on or after inception up to the cancellation of this Policy.

The **Insured** may cancel this Policy at any other time by writing to the **Company** or alternatively by contacting the **Insured's** agent to confirm cancellation. The **Insured** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired Period of Insurance provided no claim has been made during the Period of Insurance in which the cancellation is to take effect. If a claim has been made, the **Company** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. The **Insured** will not be entitled to any refund if:

- i there has been an incident known to the **Insured** which may give rise to a claim or
- ii the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid.

#### **Company's Cancellation Rights**

The cover provided by this Policy shall automatically cease from the date that:

- a. a liquidator, administrator or insolvency practitioner is appointed to administer the **Business**
- b. the **Business** is permanently discontinued
- c. the **Insured's** interest ceases other than as a result of the **Insured's** death unless the **Company** agree otherwise in writing.

In addition to a, b and c of this condition and any right to cancel under more specific conditions, the **Company** also have the right to cancel this Policy at any other time by sending 14 days' notice in writing to the **Insured's** last known address.

Reasons for cancellation under this condition may include but are not limited to:

- a. a change to the risk which makes it one the **Company** would not normally accept
- b. the **Insured's** failing to co-operate with or provide information to the **Company** which affects the **Company's** ability to underwrite the risk.

The **Insured** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired Period of Insurance provided no claim has been made during the Period of Insurance in which the cancellation is to take effect. If a claim has been made, the **Company** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. The **Insured** will not be entitled to any refund if:

- i there has been an incident known to the **Insured** which may give rise to a claim, or
- ii the cost of the claim (or the estimated cost where the claim is outstanding) exceeds the amount of the premium paid.

#### **What this means to you**

This clarifies the rights you and we have to cancel the policy and sets out the position on refund of premium.

#### **Alteration**

##### **Key change**

The Alteration condition on page 28 of your policy is deleted.

##### **What this means to you**

The provisions relating to the winding up of the business or your interest in it ceasing have been moved to the cancellation condition. (Please see General Condition Cancelling the Policy above). Provision c has been deleted.

#### **Fraud**

The Fraud Condition on page 28 of your policy is replaced by the following Fraud Condition:

The **Company** will not pay for any claim that is deliberately exaggerated or where the **Insured** or anyone acting for the **Insured** uses, or attempts to use, fraudulent means to obtain benefits under this Policy. If the **Insured** or they do, or attempt to:

- a the **Company** will cancel this Policy from the date of the fraudulent act
- b the **Company** will not refund any premiums
- c all benefit under this Policy shall be forfeited.

The **Company** may inform the police and fraud prevention agencies of the circumstances.

#### **What this means to you**

This clarifies the action we may take if you deliberately exaggerate a claim or use fraudulent means to obtain a benefit under the policy.

## **Privacy Notice**

### **Key change**

The Data Protection Act 1998 condition on page 30 and 31 of your policy wording is replaced with the following:

#### **Privacy Notice**

In this notice **you**, **your** and **yours** mean the person, persons or corporate body named on the schedule as the **Insured** including any subsidiary companies notified to and accepted by the **Company** and **we**, **us** and **our** mean Ageas Insurance Limited.

**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](http://www.ageas.co.uk) 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](mailto:emailing.thedpo@ageas.co.uk).

**Your** agent will have their own uses for **your** personal data, please ask **your** agent if **you** would like more information about how they use **your** personal information.

#### **Collecting your information**

**We** collect a variety of information about **you** including personal information such as **your** name, address, contact details, date of birth and IP address (which is a unique number identifying **your** computer). Where relevant, **we** also collect sensitive personal information such as details regarding **your** health, credit history and/or criminal convictions.

**We** also collect information from a number of different sources for example: publicly 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 and/or sensitive 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.

There may be situations where **we** will only use **your** information if **you** have given **us** permission such as using or collecting sensitive information. 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.

#### **What this means to you**

This sets out the revised position for our handling of data from outside the European Economic Area

## **Terrorism**

### **Amendment to Definitions and General Exclusions**

Applicable to the whole Policy (including the Business Legal Guard policy wording if legal expenses are insured)

#### **Applicable to the Definitions Section**

The following definitions are added:

#### **Data**

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatsoever.

#### **Phishing**

Any access or attempted access to **Data** made by means of misrepresentation or deception.

#### **System**

Computer or other equipment or component or system or item which processes, stores, transmits or receives **Data**.

The definitions of Denial of Service Attack, Hacking, Media, Property, Terrorism and Virus or Similar Mechanism are cancelled and replaced by the following:

#### **Denial of Service Attack**

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **Systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **Systems**.

#### **Hacking**

Unauthorised access to any **System** whether owned by the **Insured** or not.

#### **Media**

All forms of electronic, magnetic and optical tapes and discs for use in any **Computer Equipment**.

The following definitions are amended:

**Property**

Material property which shall not include **Data**.

**Terrorism**

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

**Virus**

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **Systems, Data** or operations, whether involving self-replication or not including, but not limited to, trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

**General Exclusion 8 Date Recognition is cancelled and replaced by General Exclusion 8 Electronic Risks as follows:**

**Damage, Injury** or liability directly or indirectly caused by, contributed to by or arising from:

i **Damage** to any **System** whether owned by the **Insured** or not and whether tangible or intangible including any **Data** where such **Damage** is caused by programming or operating error by any person, acts of malicious persons, **Virus, Hacking, Phishing, Denial of Service Attack** or failure of any external network

ii loss, alteration, modification, distortion, erasure, corruption or **Hacking of Data**

iii any misinterpretation, use or misuse of **Data**

iv unauthorised transmission of **Data** to any third party or transmission of any **Virus**

v **Damage** to any other **Property** directly or indirectly caused by, contributed to by or arising from

**Damage** described in i, ii, iii or iv of this Exclusion

but this shall not exclude accidental **Damage** to insured **Property** which results from a **Defined Peril**, not otherwise excluded, except for acts of malicious persons which do not involve physical force or violence.

**What to do if you have a complaint**

In this notice you, your and yours mean the person, persons or corporate body named on the schedule as the Insured including any subsidiary companies notified to and accepted by the Company and we, us and our mean Ageas Insurance Limited.

The Financial Ombudsman Service has amended their definition of Eligible Complainants. The section in your policy wording(s) entitled 'Customer Care Policy' is deleted and replaced with the following:

**How to make a complaint**

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

**We** will try to resolve **your** complaint as quickly as **we** can. If **we** are unable to do this, **we** will:

- write to **you** to acknowledge **your** complaint
- let **you** know when **you** can expect to receive a full response
- let **you** know who is dealing with the matter.

In most instances **we** will 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** will provide **you** with a full written response to **your** complaint within eight weeks of notification.

If **your** complaint is about the way this **policy** was sold to **you**, please contact **your agent** to report **your** complaint.

If **you** have a complaint regarding **your** claim, please telephone **us** on the number shown in **your** claims documentation.

Alternatively, for claims or any other type of complaint, **you** can write to **us** at the address shown below or email **us** through **our** website at [www.ageas.co.uk/make-a-complaint](http://www.ageas.co.uk/make-a-complaint) (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

### **What to do if you are not happy with our response**

In the unlikely event that **we** have not responded to **your** complaint within eight weeks, or **you** are not happy with **our** final response, **you** may be able to refer **your** complaint to the Financial Ombudsman Service but **you** must do so within six months of the date of **our** response.

**You** may refer **your** complaint to the Financial Ombudsman Service if **you** are a:

- micro-enterprise with an annual turnover or annual balance sheet of less than EUR2 million and fewer than 10 employees. For the purpose of this process, a micro-enterprise is defined as a business engaged in economic activity irrespective of the legal form, including but not limited to, self employed persons and family businesses, partnerships or associations
- small business that is not a micro-enterprise as defined above, with an annual turnover of less than £6.5 million and:
  - a fewer than 50 employees, or
  - b an annual balance sheet of less than £5 million
- charity with an annual turnover of less than £6.5 million
- trustee of a trust with a net asset value of less than £1.5 million
- guarantor and the complaint arises from matters relevant to their relationship with the **business**. For the purpose of this process, guarantor is defined as someone who is not a consumer and who has given a guarantee or security in respect of an obligation or liability of a micro-enterprise or small business, as defined above.

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 about how to complain to the Ombudsman online at

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Alternatively, **you** can write to them at:

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

By phone: **0800 023 4567**

By [email: \*\*complaint.info@financial-ombudsman.org.uk\*\*](mailto:complaint.info@financial-ombudsman.org.uk)

Please note that if **you** do not refer **your** complaint within the six months, the Ombudsman 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.

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**Ageas Insurance Limited**

*Registered 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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