



# Van Guard

## Policy Wording

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To make a claim, call **0345 122 3260**  
Please add this number to your mobile phone

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## Useful telephone numbers

Onecall 24 hour claims helpline **0345 122 3260**

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

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

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

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

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

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

# Important information

Under policy condition 9 on page 20, you must tell us about any of the changes below straight away. If you do not tell us about any changes to the information detailed on your proposal, statement of insurance or statement of fact, schedule or certificate of motor insurance it may mean that your policy is invalid and that it does not operate in the event of a claim.

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

- You change the vehicle or its registration number, sell the vehicle or get another vehicle.
- You change your address or the address at which the vehicle is kept overnight.
- There is a change to the estimated annual mileage that the vehicle will cover.
- The vehicle is or will be:
  - Changed from the manufacturer's original specification; This would include:
    - Changes to the bodywork, such as spoilers or body kits
    - Changes to suspension or brakes
    - Cosmetic changes such as alloy wheels
    - Changes affecting performance such as changes to the engine management system or exhaust system
    - Changes to the audio/entertainment 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 vehicle.
- You or any other person who may drive the vehicle:
  - Have a motoring conviction (including any fixed penalty offences);
  - Have a non-motoring criminal conviction;
  - Passes their driving test or has their licence suspended or revoked;
  - Changes their name;
  - Is issued with a new Driving Licence Number;
  - Changes job, starts a new job, including any part-time work, or stops work;
  - Is involved in any accident or has vehicle damaged or stolen, whether covered by this policy or not;
  - Has had insurance refused, cancelled or had special terms put on;
  - Develop a health condition that requires notification to the DVLA, or an existing condition worsens. You can find additional information in the Motoring section at [www.gov.uk](http://www.gov.uk) or pick up leaflet D100 from the Post Office.
- You wish to change who is allowed to drive the vehicle. Drivers aged under 30 will not be covered unless we have been given their details and accepted them in writing. You must still disclose the information shown above for any driver aged 30 or over.

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

### Protection against fraud

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

#### Fraud and misrepresentation

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

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

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

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

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

In addition, we may:

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

## Stay insured. Stay legal.

### Check your registration details

It is vital that the registration mark of your vehicle is correctly shown on your policy. If this is incorrect, your vehicle may not appear on the Motor Insurance Database (MID) and this could lead to your vehicle being seized by the authorities.

It is a legal requirement in Great Britain to have continuous insurance in place for your vehicle and if there is no record on the MID showing the vehicle is insured and you have not declared it as 'off road' by completing a SORN (Statutory Off Road Notification), you may receive a letter from the DVLA advising that you could receive a fine or prosecution and the vehicle could also be clamped, seized and ultimately destroyed. You can check that details held about your vehicle on the MID are correct by visiting [www.askmid.com](http://www.askmid.com).

#### How to report an incident

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

# What to do if you have an accident

## The Law

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

## To help with the claims process

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

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

## Next steps

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

## Important note

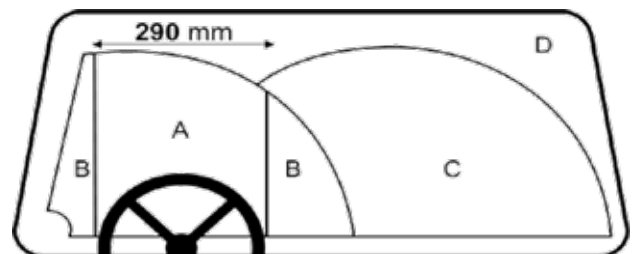
We, Ageas Insurance, are not your insurer for recovering your uninsured losses such as your policy excess. You should contact your insurance adviser direct to see if any separate insurance cover has been arranged.

# Damaged windscreen and window glass

If you have comprehensive cover:

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

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



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

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

# ONECALL 0345 122 3260

If you are calling from outside the UK please telephone +44 2380 684112

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

Calls charged at local rates.

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

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

## Start of the claims process

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

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

## OneCall repair service for an incident in the geographical limits

<b>Message relay</b>	We can pass messages to friends, family or colleagues.
<b>Repairs</b>	If damage to the vehicle is covered and it can be repaired, we will arrange for one of our approved repairers to contact you to arrange to collect the vehicle. Repairs made by our approved repairers are guaranteed for three years.
<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 vehicle back to you.
<b>Paying for repairs</b>	We will pay the repair bill. All you need to do is pay any policy excess and/or VAT (if it applies) directly to our repairer when they deliver the vehicle back to you.
<b>If the vehicle cannot be repaired</b>	If your vehicle cannot be economically repaired, we will offer you a settlement amount within one week of the date we receive the engineer's report. Once this amount is agreed, we will send you a cheque by first-class post within one working day of receiving satisfactory vehicle documents. If your vehicle is a total loss (a write-off), you must send in all the original documents that we ask for on your report form (for example, the vehicle registration document (V5C) and the current MOT certificate). We will arrange for an appointed salvage agent to collect the vehicle to dispose of it. Please remember to remove all your belongings and the tax disc from the vehicle before it is collected.
<b>Replacement vehicle – comprehensive policyholders only</b>	<p>For comprehensive policyholders only, as a contribution to keeping you mobile, we will arrange for a supplier to provide you with a replacement vehicle for up to seven consecutive days following an incident covered by your policy. The vehicle provided will be:</p> <ul style="list-style-type: none"><li>• a car-derived style van, where the vehicle is a light goods vehicle that weighs up to 1.8 tonnes revenue weight (the revenue weight is shown on your UK registration certificate V5C).</li><li>• a panel van, where the vehicle is a light goods vehicle that weighs between 1.8 and 3.5 tonnes revenue weight (the revenue weight is shown on your UK registration certificate V5C).</li></ul> <p>The supplier will provide the replacement vehicle whilst the vehicle is being repaired or until we make a settlement offer because the vehicle is a total loss. A replacement vehicle will not be provided for losses involving the vehicle being stolen and not recovered. The maximum duration the replacement vehicle is available for is 7 days in all circumstances.</p> <p>This service depends on a suitable replacement vehicle being available from the supplier. While we will do what we can to make a replacement vehicle available, neither we nor the supplier will be liable to pay any compensation, or provide a vehicle from another source if a suitable vehicle is not available.</p> <p>The notes above are a summary of the cover we will provide. Full details are on page 10 under Section A – Damage to the vehicle.</p>

# Contract of insurance

## Introduction

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

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

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

## Important notice

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

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

# Definitions

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

## Certificate of motor insurance

The proof of the motor insurance **you** need by law.

The **certificate of motor insurance** shows:

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

## Dangerous goods

“**Dangerous goods**” means those detailed in:

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

## Endorsement

A clause that alters the cover provided by the policy.

These only apply if stated on the **schedule**.

## Excess

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

## Geographical limits

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

## Market value

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

## Partner

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

## Period of insurance

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

## Personal Information

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

## Proposal

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

## Revenue weight

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

## Schedule

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

## Statement of insurance or statement of fact

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

## Terrorism

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

## The vehicle

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

## Trailer

Any drawbar trailer or semi-trailer.

## We, our, us

Ageas Insurance Limited.

## You, your

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

## Your insurance adviser

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



# Policy Cover

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

Section Name	Cover applicable		
	Comprehensive	Third Party Fire and Theft	Third Party Only
Section A: Damage to the vehicle	✓		
Section B: Damaged Windscreen and window glass	✓		
Section C: Fire and theft	✓	✓	
Section D: Personal accident	✓		
Section E: Medical expenses	✓		
Section F: Personal belongings	✓		
Section G: Liabilities to third parties	✓	✓	✓
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 vehicle

What is covered	What is not covered
<p><b>We</b> will pay for accidental or malicious damage to <b>the vehicle</b> including damage caused by vandalism.</p> <p><b>We</b> will also cover the cost of replacing or repairing <b>the vehicle's</b> audio, navigational and entertainment equipment up to the following amounts:</p> <ul style="list-style-type: none"> <li>• Unlimited for equipment fitted as original equipment by the manufacturer</li> <li>• £300 for any other equipment</li> </ul> <p>provided this equipment is permanently fitted to <b>the vehicle</b></p> <p><b>Replacement vehicle cover</b></p> <p>If <b>we</b> have accepted a claim (not including glass) which <b>you</b> have reported to <b>us</b>, <b>we</b> will arrange for a replacement vehicle to be supplied, for a maximum of 7 days:</p> <ul style="list-style-type: none"> <li>• while the vehicle is being repaired; or</li> <li>• until we make a settlement offer where the vehicle is not economical to repair.</li> </ul> <p>The replacement vehicle will be provided for up to seven days in a row. During this period, <b>we</b> will insure the replacement vehicle as <b>the vehicle</b> under this policy and the same terms and conditions will apply. Any incident relating to the replacement vehicle may affect <b>your</b> no-claim discount.</p> <p><b>You</b> will be responsible for:</p> <ul style="list-style-type: none"> <li>• the cost of the fuel you use;</li> <li>• collection and delivery charges, if these apply;</li> <li>• any charges for fitting accessories;</li> <li>• any <b>excess</b> which would have applied to the replaced vehicle whilst it is temporarily replaced; and</li> <li>• all charges and costs where <b>the vehicle</b> is on hire for more than seven days in a row.</li> </ul> <p>The replacement vehicle will be:</p> <ul style="list-style-type: none"> <li>• a car-derived style van, where <b>the vehicle</b> is a light goods vehicle that weighs up to 1.8 tonnes <b>revenue weight</b>; or</li> <li>• a panel van where <b>the vehicle</b> is a light goods vehicle that weighs between 1.8 and 3.5 tonnes <b>revenue weight</b>.</li> </ul> <p>Replacement vehicles will be of standard type and will not include:</p> <ul style="list-style-type: none"> <li>• specialised vehicles such as pick-up trucks, tippers or refrigerated vans; or</li> <li>• any <b>trailers</b> or semi-trailers.</li> </ul>	<ul style="list-style-type: none"> <li>• a The first amount of any claim for damage to the vehicle, as shown in the schedule.</li> <li>• b As well as the amount shown above, <b>you</b> must also pay one of the following:             <ul style="list-style-type: none"> <li>• i The first £250 of any claim if the person driving or in charge of <b>the vehicle</b> at the time of the accident is under 21;</li> <li>• ii The first £150 of any claim if the person driving or in charge of <b>the vehicle</b> at the time of an 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 geographical limits or the European Union for at least a year.</li> </ul> </li> </ul> </li> </ul> <p><b>You</b> must pay these amounts for every incident <b>you</b> claim for under this section.</p> <ul style="list-style-type: none"> <li>• Loss of or damage to <b>the vehicle</b> caused by fire or theft.</li> <li>• Loss of use of <b>the vehicle</b>.</li> <li>• Loss of or damage to tools of trade, personal belongings, documents or goods.</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 and 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 and costs for fitting, if any lost or damaged parts or accessories are not available.</li> <li>• Loss of or damage to phone or other communication equipment.</li> <li>• <b>The vehicle</b> losing value after, or because of, repairs.</li> <li>• Loss or damage to <b>the vehicle</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 vehicle</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 vehicle</b>) are left in or on <b>the vehicle</b>.</li> </ul> </li> </ul>

## Section A – Damage to the vehicle continued

What is covered	What is not covered
<p><b>Availability of replacement vehicles</b> This service depends on a suitable replacement vehicle being available from the supplier. While <b>we</b> will do what <b>we</b> can to make a replacement vehicle available, neither <b>we</b> nor the supplier will be liable to pay any compensation or to provide a vehicle from any other source if a suitable vehicle is not available.</p> <p><b>Returning replacement vehicles</b> The replacement vehicle will be provided on the condition that <b>you</b> return it to the depot which provided it unless <b>you</b> have made other arrangements with the supplier.</p> <p>See page 12 for details of how <b>we</b> settle claims.</p>	<ul style="list-style-type: none"> <li>• <b>The vehicle</b> being confiscated or destroyed by or under order of any government or public or local authority.</li> <li>• Loss or damage to <b>the vehicle</b> caused by an inappropriate type or grade of fuel being used.</li> <li>• Loss of or damage to any radar detectors, unless this equipment is permanently fitted to <b>the vehicle</b> as part of the manufacturer's original specification.</li> <li>• Loss of or damage to any audio, navigational and entertainment equipment unless this equipment is permanently fitted to <b>the vehicle</b>.</li> <li>• Loss of or damage to <b>the vehicle</b> caused by a person known to you, employees or ex-employees taking the vehicle without <b>your</b> permission, unless that person is reported to the police for taking <b>the vehicle</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 in <b>the vehicle</b> is damaged during the <b>period of insurance</b>, <b>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 glassline (see page 5) 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 rather than repaired.</li> <li>• The first £10 of any claim if the glass is repaired.</li> <li>• Loss of use of <b>the vehicle</b>.</li> <li>• Costs of importing parts or accessories, and/or storage costs caused by delays, where the parts or accessories are not available from current stock within the <b>geographical limits</b>.</li> <li>• Any amount over the cost shown in the manufacturer's latest price guide and costs for fitting if any lost or damaged parts or accessories are not available.</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 <b>the vehicle</b> caused by fire theft or attempted theft. <b>We</b> will also cover the cost of replacing or repairing <b>the vehicles</b> audio, navigational and entertainment equipment up to the following amounts:</p> <ul style="list-style-type: none"> <li>• Unlimited if <b>your</b> cover is comprehensive and the equipment is fitted as original equipment by the manufacturer.</li> <li>• £300 for any other equipment or if <b>your</b> cover is third party fire and theft.</li> </ul> <p>provided this equipment is permanently fitted to <b>the vehicle</b>.</p> <p><b>For comprehensive policyholders:</b></p> <p><b>Replacement vehicle cover</b> If <b>we</b> have accepted a claim for fire or attempted theft of <b>the vehicle</b>, <b>we</b> will arrange for a replacement vehicle to be supplied, for a maximum of 7 days:</p> <ul style="list-style-type: none"> <li>• while the vehicle is being repaired; or</li> <li>• until <b>we</b> make a settlement offer where the vehicle is not economical to repair.</li> </ul>	<ul style="list-style-type: none"> <li>• Loss of or damage to <b>the vehicle</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 vehicle</b>) are left in or on <b>the vehicle</b>.</li> </ul> </li> <li>• The first £100 of any claim.</li> <li>• Loss of use of <b>the vehicle</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 and costs for fitting if any lost or damaged parts or accessories are not available.</li> <li>• Loss of or damage to phone or other communication equipment.</li> <li>• <b>The vehicle</b> losing value after, or because of, repairs.</li> <li>• Loss or damage to <b>the vehicle</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> </ul>

## Section C – Fire and theft continued

What is covered	What is not covered
<p>The replacement vehicle will be provided for up to seven days in a row. During this period, <b>we</b> will insure the replacement vehicle as <b>the vehicle</b> under this policy and the same terms and conditions will apply. Any incident relating to the replacement vehicle may affect <b>your</b> no-claim discount. <b>You</b> will be responsible for:</p> <ul style="list-style-type: none"><li>• the cost of the fuel you use;</li><li>• collection and delivery charges, if these apply;</li><li>• any charges for fitting accessories;</li><li>• any <b>excess</b> which would have applied to the replaced vehicle whilst it is temporarily replaced; and</li><li>• all charges and costs where <b>the vehicle</b> is on hire for more than seven days in a row. The replacement vehicle will be:<ul style="list-style-type: none"><li>• a car-derived style van, where <b>the vehicle</b> is a light goods vehicle that weighs up to 1.8 tonnes <b>revenue weight</b>; or</li><li>• a panel van where <b>the vehicle</b> is a light goods vehicle that weighs between 1.8 and 3.5 tonnes <b>revenue weight</b></li></ul></li></ul> <p>Replacement vehicles will be of standard type and will not include:</p> <ul style="list-style-type: none"><li>• specialised vehicles such as pick-up trucks, tippers or refrigerated vans; or</li><li>• any <b>trailers</b> or semi-trailers.</li></ul> <p><b>Availability of replacement vehicles</b></p> <p>This service depends on a suitable replacement vehicle being available from the supplier. While <b>we</b> will do what <b>we</b> can to make a replacement vehicle available, neither <b>we</b> nor the supplier will be liable to pay any compensation or to provide a vehicle from any other source if a suitable vehicle is not available.</p> <p><b>Returning replacement vehicles</b></p> <p>The replacement vehicle will be provided on the condition that <b>you</b> return it to the depot which provided it unless <b>you</b> have made other arrangements with the supplier.</p> <p><b>Please refer to the section on page 12 on how we settle claims.</b></p>	<ul style="list-style-type: none"><li>• Loss of or damage to <b>the vehicle</b> caused by a person known to <b>you</b> or employees or ex-employees taking <b>the vehicle</b> without <b>your</b> permission, unless that person is reported to the police for taking the vehicle without <b>your</b> permission.</li><li>• <b>The vehicle</b> being confiscated or destroyed by or under order of any government or public or local authority.</li><li>• Loss arising from taking <b>the vehicle</b> from <b>you</b> and returned to its legal owner where it is established that <b>you</b> are not the legal owner.</li><li>• Loss or damage to <b>the vehicle</b> caused by an inappropriate type or grade of fuel being used.</li><li>• Loss of or damage to any radar detection equipment, unless this equipment is permanently fitted to <b>the vehicle</b> as part of the manufacturer's original specification.</li><li>• Loss of or damage to any audio, navigational and entertainment equipment unless this equipment is permanently fitted to <b>the vehicle</b>.</li></ul>

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

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

### If the vehicle can be economically repaired

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

authorise and **we** may need to inspect **the vehicle**. **We** reserve the right to ask **you** to obtain alternative estimates. **You** will have to pay any policy **excess** direct to the repairer.

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

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

### If the vehicle is a total loss

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

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

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

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

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

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

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

## Replacement vehicle

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

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

**We** will only do this if:

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

## Section D – Personal accident

What is covered	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 vehicle</b>, <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 only cause of the death or loss is an accident involving a vehicle and the death or loss happens within three months of the accident.</p> <p>This cover also applies to any person who is getting into, travelling in or getting out of <b>the vehicle</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 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> <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> </ul>

## Section E – Medical expenses

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

## Your cover – continued

### Section F – Personal belongings

What is covered	What is not covered
<p><b>We</b> will pay for personal belongings in <b>the vehicle</b> which are lost or damaged following an accident, a fire or theft involving <b>the vehicle</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 vehicle</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 vehicle</b>) are left in or on <b>the vehicle</b>.</li></ul></li><li>• More than £100 for each incident.</li><li>• Any goods, tools or samples which are carried as part of any trade or business.</li><li>• Loss of or damage to phone 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</b> will cover legal liability for the death of or injury to any person and damage to property caused by or arising out of:</p> <ul style="list-style-type: none"><li>• <b>You</b> using <b>the vehicle</b>.</li><li>• Goods falling from <b>the vehicle</b>.</li><li>• Loading and unloading <b>the vehicle</b>.</li><li>• Any person driving <b>the vehicle</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 vehicle</b>). The person driving must not be excluded from driving <b>the vehicle</b> by any <b>endorsement</b>, exception or condition.</li><li>• Any person using (but not driving) <b>the vehicle</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 vehicle</b>.</li><li>• Any single <b>trailer</b>, trailer-caravan or broken-down vehicle while it is attached to <b>the vehicle</b> and if allowed by law.</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 court of summary jurisdiction;</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 legally liable as a result of <b>you</b> using <b>the vehicle</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, <b>trailer</b>, trailer-caravan or broken-down vehicle covered by this section.</li><li>• Any amount for any one claim or series of claims arising from one event that causes loss of or damage to property while <b>the vehicle</b> is being used to carry <b>dangerous goods</b>.</li><li>• Any loss or damage caused by loading or unloading <b>the vehicle</b> when it is not on a public road.</li><li>• Any loss or damage caused by using <b>the vehicle</b>, or any machinery attached to it, as a tool of trade.</li><li>• Loss of or damage to any bridge, weighbridge, viaduct, road or surface which <b>the vehicle</b> is being driven on, or anything under the road surface, caused by vibration or by the weight of <b>the vehicle</b> or its load.</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 £1,000,000 for one pollution or contamination event.</li><li>• Any amount over £2,000,000 for any one claim or series of claims arising from one event that causes loss of or damage to property. This limit includes all costs, expenses and indirect losses.</li></ul> <p>However <b>we</b> will provide the minimum cover needed under compulsory motor insurance legislation.</p>

## Section H – Using your vehicle abroad

What is covered	What is not covered
<p>Provided <b>your</b> main permanent home is within the <b>geographical limits</b>, the cover shown on <b>your</b> policy, the <b>schedule</b> and <b>certificate of motor insurance</b> is extended for the <b>period of insurance</b> for travel in the Republic of Ireland.</p> <p>We will also cover <b>your</b> minimum legal liability to others while <b>you</b> or any other driver covered by this policy and allowed to drive on <b>your</b> current <b>certificate of motor insurance</b> are using <b>the vehicle</b> within the European Union and any other country which the Commission of the European Communities is satisfied has made arrangements under Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle. This cover is the minimum required to comply with the laws of compulsory insurance for motor vehicle.</p> <p><b>You</b> do not need an International Motor Insurance Card (Green Card) for visits to these countries as the legal evidence of this cover is shown on <b>your certificate of motor insurance</b>.</p> <p><b>We</b> will also provide the cover shown on <b>your schedule</b> for up to a total of 90 days in any <b>period of insurance</b> while <b>you</b> or any driver covered by this policy and allowed to drive on <b>your</b> current <b>certificate of motor insurance</b> are using <b>the vehicle</b> within the countries referred to above for social, domestic or pleasure purposes, provided <b>your</b> main permanent home is within the <b>geographical limits</b>.</p> <p>Cover also applies while <b>the vehicle</b> 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>If <b>you</b> want to extend <b>your</b> policy to give the same cover for more than 90 days, or for business use, or in a country outside the countries referred to above, <b>you</b> must:</p> <ul style="list-style-type: none"><li>• tell <b>us</b> before <b>you</b> leave; and</li><li>• get <b>our</b> written agreement to the extension of cover <b>you</b> need; and</li><li>• pay any premium <b>we</b> ask for.</li></ul> <p><b>We</b> will also pay customs duty if <b>the vehicle</b> is damaged and <b>we</b> decide not to return it after a valid claim on the policy.</p>	

## Section I – Spanish bail bond

What is covered	What is not covered
<p>A bail bond is shown on <b>your certificate of motor insurance</b>. The bail bond means <b>we</b> will pay up to £3000 if the Spanish police hold <b>the vehicle</b> or the driver after an accident involving <b>the vehicle</b>.</p> <p>If <b>we</b> make any payment because of the bail bond, <b>you</b> must repay that payment as soon as possible.</p>	

## Section J – No-claim discount

What is covered	What is not covered
<p>As long as a claim has not been made during the <b>period of insurance</b> immediately before <b>your</b> renewal, we will include a discount in <b>your</b> renewal premium. <b>You</b> may not transfer this discount to any other person.</p> <p>If a claim is made during the <b>period of insurance</b>, at renewal the no claims discount will be reduced in accordance with <b>our</b> current scale. (Please refer to <a href="http://www.ageas.co.uk">www.ageas.co.uk</a> for details of our current scale) This means that <b>you</b> may have to pay a higher renewal premium. In addition <b>we</b> may increase <b>your excess</b> from renewal.</p> <p>If a claim is made during the <b>period of insurance</b> and the policy is cancelled prior to renewal the no claims discount will be reduced in accordance with <b>our</b> current scale on any proof of no claim discount that <b>we</b> supply.</p> <p><b>Your</b> 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.</p> <p><b>If you have comprehensive cover you have the following extra benefit.</b></p> <p>If <b>you</b> make a claim for an accident that is not <b>your</b> fault and the driver of the vehicle that hit <b>your vehicle</b> is identified and is uninsured, <b>you</b> will not lose <b>your</b> no claims discount or have to pay any excess as long as <b>you</b> provide <b>us</b> with:</p> <ul style="list-style-type: none"><li>• the vehicle registration number and the make and model of the vehicle; and</li><li>• the driver details; and</li><li>• if possible, the names and addresses of any witnesses.</li></ul> <p><b>You</b> may initially have to pay <b>your</b> excess and lose <b>your</b> no claims discount whilst investigations are ongoing but if <b>we</b> establish the accident is the fault of the uninsured driver <b>we</b> will refund <b>your</b> excess, re-instate <b>your</b> no claims discount and refund any extra premium <b>you</b> have paid.</p>	



## Section K – No-claim discount protection

What is covered	What is not covered
<p><b>You</b> will not lose any of <b>your</b> no-claim discount as long as:</p> <ul style="list-style-type: none"><li>• <b>you</b> do not make more than two claims in any period of three years; and</li><li>• <b>you</b> have paid any extra premium <b>we</b> ask for.</li></ul> <p>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.</p> <p>The protection provided under this section only applies to <b>your</b> no claim discount. It does not protect <b>your</b> premium and <b>you</b> may have to pay a higher premium or <b>excess</b> if any claims are made.</p>	

## Section L – Replacement locks

What is covered	What is not covered
<p>If the keys, lock transmitter or entry card for a keyless entry system of <b>the vehicle</b> are lost or stolen, <b>we</b> will pay up to £500 towards the cost of replacing:</p> <ul style="list-style-type: none"><li>• all entry locks that can be opened by the missing item; and</li><li>• the lock transmitter, entry card and central locking system; and</li><li>• the ignition and steering lock.</li></ul> <p><b>We</b> will also pay the cost of protecting <b>the vehicle</b>, transporting it to the nearest repairers when necessary and delivering it to <b>your</b> address after repair.</p> <p><b>Your</b> no-claim discount will not be affected solely as a result of making a claim under this section.</p>	<p><b>We</b> will not pay:</p> <ul style="list-style-type: none"><li>• the first £100 of any claim; or</li><li>• any claim where the keys, lock transmitter or entry card are either:<ul style="list-style-type: none"><li>a left in or on the vehicle at the time of the loss; or</li><li>b taken without your permission by a person known to you or an employee or an ex-employee.</li></ul></li></ul>

# Policy exclusions

1 **We** will not pay claims arising directly or indirectly from any of the following:

- **The vehicle** being driven by, or being in the charge of, someone who is not described in **your certificate of motor insurance** as entitled to drive, other than while **the vehicle** is with a member of the motor trade for servicing or repair.
- **The vehicle** being driven, with **your** permission, by anyone who **you** know does not hold a driving licence or is disqualified from driving. However, **we** will still give cover if the person used to hold a licence and is allowed to hold one by law.
- **The vehicle** being driven by someone who does not meet all the conditions of their driving licence.
- **The vehicle** being used for a purpose that is not shown as covered in **your certificate of motor insurance** other than while **the vehicle** is with a member of the motor trade for servicing or repair.
- **The vehicle** being used for hiring, competitions, rallies or trials, for racing formally or informally against another motorist; or on a motor racing track, de-restricted toll road, airfield, at an off-road event or at the Nürburgring.
- **The vehicle** being used for criminal purposes or deliberately used to threaten or cause harm, loss or damage. An example of this would be 'road rage'.

2 If **you** receive any payment for giving people lifts in **the vehicle**, the policy is not valid if:

- **The vehicle** is made or altered to carry more than six people including the driver; or
- **You** are carrying the passengers as part of a business of carrying passengers; or
- **You** are making a profit from the payments **you** receive.

3 **We** will not pay claims arising directly or indirectly from any of the following:

- Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel.
- The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.
- Pressure waves caused by aircraft (and other flying objects) travelling at or above the speed of sound.
- War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power.
- Acts of **terrorism**.

4 **We** will not pay for claims arising directly or indirectly from earthquakes, riots or civil disturbances outside Great Britain, the Isle of Man or the Channel Islands, except under Section G.

5 **We** will not pay for any liability **you** accept under an agreement or contract, unless **you** would have been legally liable anyway.

6 Any decision or action of a court which is not within the **geographical limits** is not covered by this policy unless the proceedings are brought or judgement is given in a foreign court because **the vehicle** was used in that country and **we** had agreed to cover it there.

7 **We** will not pay claims arising directly or indirectly from any vehicle being in a place used for aircraft taking off, landing, parking or moving, including the associated service roads, refuelling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come within the Customs examination area or any part of airport premises to which the public does not have access to drive their vehicle.

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

## Standard endorsements

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

**I** **We** will not pay for any loss or damage caused by theft or attempted theft if any security or tracking device fitted to **the vehicle** has not been set or is not in full working order, or the network subscription for the maintenance contract of any tracking device is not current.

**Z** **We** will not pay for any claims when **the vehicle** is being driven by or is in the charge of anyone who is under 30 years old unless **you** have sent **us** their details and **we** have accepted them in writing. The information required under policy condition 9 on page 20 must still be disclosed for all drivers aged 30 or over.

# Policy conditions

## 1 How to claim

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

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

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

## 2 Dealing with claims

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

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

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

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

## 3 Right of recovery

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

## 4 Other insurance

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

## 5 Taking care of your vehicle

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

**The vehicle** must be kept in good working order. **We** may examine **the vehicle** at any time.

## 6 Keeping to the terms of the policy

**We** will only provide cover under this policy if:

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

## 7 Fraud

**We** will not make any payment if:

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

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

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

## 8 Cancelling your policy

- **You** have 14 days from the start date of the policy or the date **you** receive the policy documents, whichever is the later, to cancel the cover. **You** can cancel by phoning **your insurance adviser**. Cancellation can take effect immediately or from a later date, but cannot be backdated to any earlier date.

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

If **cover** has not yet started, **we** will refund any premium paid in full. If cover has started, **you** will have to pay for any period of cover that has already been provided as well as an administration charge of £7.50 (subject to Insurance Premium Tax where applicable).

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

- After the 14-day period **you** can cancel this policy by phoning **your insurance adviser**. Cancellation can take effect immediately or from a later date, but cannot be backdated to any earlier date.

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

If no claims have been made during the current **period of insurance**, **we** will refund a percentage of the premium in proportion to the **period of insurance** left unused, less an administration charge of £7.50 (subject to Insurance Premium Tax where applicable). If any claim has been made in the current **period of insurance**, **you** must pay the full annual premium and **you** will not be entitled to any refund.

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

**We** will refund a percentage of the premium in proportion to the **period of insurance** left unused, less an administration charge of £7.50 (subject to Insurance Premium Tax where applicable).

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

## 9 Changes you must tell us about

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

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

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

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

## 10 Law applicable to the contract

This contract will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

## 11 Language

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

# Privacy Notice

For **our** full Privacy Policy please visit **our** website [www.ageas.co.uk/privacy-policy](http://www.ageas.co.uk/privacy-policy), or contact **our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or email [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk).

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

## Collecting your information

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

**We** also collect information from a number of different sources for example: 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

**We** collect **your** personal information and/or special categories of personal information 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.

Please note if **you** have given **us** 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 or where **we** provide services in partnership with them; 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 to provide **our** products and services to **you** and/or to fulfil **our** legal, regulatory, tax and accounting obligations. **We** also keep **your** information for several years after the expiry of **your** policy in order to respond to any queries or concerns that may be raised at a later date with respect to the policy or handling of a claim. 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 of the United Kingdom (UK). **We** or **our** service providers may use cloud based computer systems (ie network of remote servers hosted on the internet which process and store **your** information) to which foreign law enforcement agencies may have the power to access. However, **we** will not transfer **your** information outside the UK unless it is to a country which is considered to have sound data protection laws or **we** have taken all reasonable steps to ensure the third party 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**, including: asking for access to and a copy of **your** personal information, objecting to the use of **your** personal information or to an automated decision including profiling, asking **us** to correct, delete or restrict the use of **your** personal information, withdrawing any previously provided permission for the use of **your** personal information and complaining to the Information Commissioner's Office at any time if **you** object to the way **we** use **your** personal information. Please refer to **our** full Privacy Policy for more information.

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

# How to make a complaint

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

If we can't, then we'll:

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

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

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

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

Alternatively, for claims or any other type of complaint, you can also write to us at the address shown below or email us through our website at [www.ageas.co.uk/complaints](http://www.ageas.co.uk/complaints) (please include your policy number and claim number if appropriate).

Our address:

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

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

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

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

You can find out more information about how to complain to the Ombudsman online at:

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

Alternatively, you can write to the Ombudsman at:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

By phone: **0800 023 4567**

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

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

## Financial Services Compensation Scheme

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

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

Please contact your broker if you require large print, audio or Braille versions of your policy documents.

**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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