



# Motor Guard Telematics

## Policy Wording

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

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## Useful telephone numbers

Onecall 24 hour claims helpline 0345 122 3018

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

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

If you are calling from abroad, please call +44 2380 621982.

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

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

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

## Protection against fraud

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

### Fraud and misrepresentation

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

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

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

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

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

In addition, we may:

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

## Stay insured. Stay legal.

### Check your registration details

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

### How to report an incident

Please report all incidents to us immediately on **0345 122 3018** so that we can tell you what to do next and help resolve any claim on your behalf. If you receive any contact from another party in relation to any claim, please re-direct this to us and we will manage it on your behalf.

# What to do if you have an accident

## The Law

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

## To help with the claims process

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

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

## Next steps

- Call the OneCall 24 hour claims helpline on 0345 122 3018 or +44 2380 621982 if calling from abroad (see page 6).
- There will be a phone number on all correspondence from our claims department for you to call if you need to contact us. Please remember to have your claim number ready when you call.
- Please remember to remove all personal belongings from the car before it is taken for assessment or repair.
- Please see page 12 for details on how we will settle your claim under sections A or C.

## Important note

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

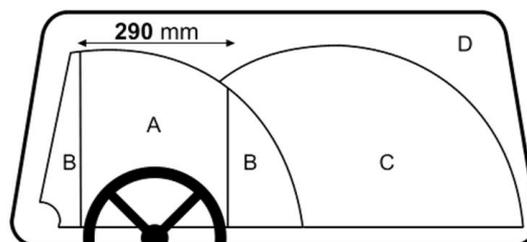
# Damaged windscreen and window glass

If you have comprehensive cover:

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

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

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



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

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

# What to do if you need to make a claim

## Call ONECALL 0345 122 3018

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

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

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

## Start of the claims process

- If your car is involved in an incident or you need to make a claim, please phone us as soon as possible.
- To help us deal with your call efficiently, please have your certificate of motor insurance and details of the incident with you when you call. If you are at the scene of the accident when you call OneCall and do not have your certificate of motor insurance with you, please give us your car registration number.
- We will validate your claim and discuss with you how your claim will be progressed.
- We will answer all correspondence within five working days of receiving it.

ONECALL repair service for an incident within the geographical limits	
<b>Message relay</b>	We can pass messages to friends, family or colleagues.
<b>Repairs</b>	If damage to the car is covered and it can be repaired, we will arrange for one of our approved repairers to contact you to arrange to collect the car. Repairs made by our approved repairers are guaranteed for three years.
<b>Authorisation</b>	You do not need to get any estimates, and repairs can begin immediately after we have authorised them.
<b>Delivery</b>	When the work is done, our repairer will contact you to arrange a convenient time to deliver the car back to you.
<b>Paying for repairs</b>	We will pay the repair bill. All you need to do is pay any policy excess directly to our repairer when they deliver the car back to you.
If you have comprehensive cover you have the following extra services	
<b>Get-you-home service within the geographical limits</b>	If the car is not roadworthy following an incident covered by your policy, we can assist in getting you and your passengers from the scene of the incident to your home or to your planned destination, subject to a maximum payment of £250. If you cannot complete your journey, we will pay for overnight accommodation up to £50 per person for you and your passengers (up to £250 in total).
<b>Keeping you mobile while your car is being repaired within the geographical limits</b>	To keep you mobile, while using our approved repairer, you will be offered a small courtesy car while yours is being repaired. The repairer may, with your agreement, provide an alternative solution more suitable to your requirements. Once we have decided that your car can be economically repaired by one of our approved repairers and if it cannot be driven, we will provide the courtesy car on the next working day for as long as the repairs take. If your car can still be legally driven (in other words it is roadworthy), we will deliver the courtesy car when your car is collected for repairs. While you have the courtesy car you will be liable to pay fines for any parking or driving offences or congestion charges, and any additional costs for any non-payment of these charges. You may be asked to produce an appropriate credit or debit card to the approved repairer to cover these costs.
<b>If the car cannot be repaired</b>	If your car cannot be economically repaired, we will offer you a settlement amount within one week of the date we receive the engineer's report. Once this amount is agreed, we will send you a cheque by first-class post within one working day of receiving satisfactory vehicle documents. If your car is a total loss (a write-off), you must send in all the original documents that we ask for (for example, the vehicle registration document (V5C) and the current MOT certificate). We will arrange for an appointed salvage agent to collect the vehicle to dispose of it. Please remember to remove all your personal belongings from the car before it is collected.

# Contract of insurance

## Introduction

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

In return for **you** paying or agreeing to pay the premium, **we** will provide cover up to any limits set out in **your schedule**, under the terms and conditions of this policy, under those sections of this policy which **your schedule** tell **you** apply. This cover will be against any accidental injury, loss or damage that happens during the **period of insurance** and within the **geographical limits**, except in cases where Section D or H applies.

As this is a **telematics** product, **your driving behaviour** will be reviewed and assessed for the **period of insurance**.

Depending on the type of **telematics** policy that **you** have chosen, **your** premium may be increased or decreased following a review of **your driving behaviour** during the **period of insurance**.

**Your** policy is based on the answers **you** gave on the **proposal** or which is shown in a **statement of insurance** or

**statement of fact** and any other information **you** gave **us**.

**You** must tell **us** of any changes to the answers **you** have given. It is an offence under the Road Traffic Act to make a false statement or withhold information for the purposes of obtaining a **certificate of motor insurance**.

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

Signed for and on behalf of  
Ageas Insurance Limited



François-Xavier Boisseau  
CEO, Insurance  
Ageas Insurance Limited

# Definitions

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

## App

The **Telematics** Smartphone Application, which has been designed to record and transmit information about **your driving behaviour**.

## Certificate of motor insurance

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

- what car is covered;
- who is allowed to drive **the car**; and
- what **the car** can be used for.

If **your certificate of motor insurance** allows driving by any driver, please refer to **your schedule** for any restrictions that may apply as well as referring to policy condition 8, which shows **you** what details **you** need to disclose to **us**.

## Driving behaviour

**Your** driving history which is recorded by the **telematics device** for journeys which **you** have undertaken and includes information about how, when and where **the car** is driven.

## Endorsement

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

## Excess

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

## Geographical limits

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

## Installation partner

The company appointed to install the **Telematics Device**.

## Manufacturer integrated device

A **telematics device** that is factory fitted to **the car**.

## Market value

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

## Partner

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

## Period of insurance

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

## Personal information

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

## Premium adjustment

An amount by which your premium may be increased or decreased following a review of **your driving behaviour** during the **period of insurance**.

## Professionally fitted device

A **telematics device** that is fitted to **the car** by our **installation partner**.

## Proposal

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

## Schedule

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

## Self-fit device

A **telematics device** that requires **you** to fit it to **the car**.

## Statement of insurance or statement of fact

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

## Telematics device / device

Equipment or an **app** which records and transmits **your** driving data to **us** and those acting on **our** behalf.

## Terrorism

Any act that the government of the United Kingdom considers to be an act of terrorism. The use of or threat of action, force or violence by any person or group of people acting alone or on behalf of any organisation or government for political, religious, ideological or similar beliefs. This includes trying to influence any government or intimidate the public.

## The car

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

## We, our, us

Ageas Insurance Limited

## You, your

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

## Your insurance adviser

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

# Policy Cover

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

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

# Your cover

## Section A - Damage to the car

### What is covered

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

**We** will also cover the cost of replacing or repairing **the car's** audio, navigation and entertainment equipment up to the following amounts:

- £1,000 for equipment fitted as original equipment by the manufacturer; or
- £300 for any other equipment, provided this equipment is permanently fitted to the car.

If **the car** is not roadworthy after an accident within the **geographical limits**, which has been reported to **us** and **we** have accepted the claim (not including glass), **we** can assist with getting **you** and **your** passengers from the scene of the accident to **your** home or to **your** planned destination, subject to a maximum payment of £250.

If **you** cannot complete **your** journey, **we** will pay for overnight accommodation up to £50 per person for **you** and **your** passengers (up to £250 in total).

To keep **you** mobile, within the geographical limits only, **we** will offer **you** a small courtesy car, free of charge, while **the car** is being repaired by one of **our** approved repairers.

Once **we** have decided that **the car** can be economically repaired by one of **our** approved repairers and if it cannot be driven, **we** will provide the courtesy car on the next working day for as long as the repairs take.

If **the car** can still be legally driven (in other words, it is roadworthy), **we** will deliver the courtesy car when **the car** is collected for repairs.

The repairer may, with **your** agreement, provide an alternative solution more suitable to **your** requirements.

See page 12 for details of how **we** settle claims.

### What is not covered

- Loss of or damage to **the car** caused by malicious damage or vandalism when no one is in it if:
  - Any window, door, roof opening, removable roof panel or hood was left open or unlocked; or
  - The keys (or any other device needed to lock **the car**) are left in or on **the car**.
- The **excesses** shown in the **schedule**; and
- a The first £350 of any claim if the person driving or in charge of **the car** at the time of the accident is under 21; or
- b The first £250 of any claim if the person driving or in charge of **the car** at the time of the accident is:
  - Aged 21 or over but under 25; or
  - Aged 25 or over but has not held a full driving licence issued within the **geographical limits** or the European Union for at least a year.

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

- Loss of or damage to **the car** caused by fire, or by theft.
- Loss of use of **the car**.
- Wear and tear.
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages.
- Damage to **your** tyres caused by braking, punctures, cuts or bursts.
- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the geographical limits.
- Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- Loss of or damage to telephone or other communication equipment; this includes any smartphone or tablet used to run the **app**.
- **The car** losing value after, or because of, repairs.
- Loss or damage to **the car** caused by **you** carelessly or recklessly allowing a buyer, someone posing as a buyer or someone acting on behalf of a buyer to defraud or deceive **you**. This includes accepting a form of payment that a bank or building society will not authorise.
- **The car** being confiscated or destroyed by or under order of any government or public or local authority.
- Loss of or damage to any radar detection equipment unless this equipment is permanently fitted to **the car** as part of the manufacturer's original specification.
- Loss of or damage to any audio, navigation and entertainment equipment unless this equipment is permanently fitted to **the car**.
- Loss of or damage to **the car** caused by a person known to **you** taking **the car** without **your** permission, unless that person is reported to the police for taking **the car** without **your** permission.

## Section B - Damaged windscreen and window glass

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

## Section C - Fire and theft

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

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

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

### If the car is economically repairable:

If **the car** is repaired by one of **our** approved repairers, please see 'OneCall Repair service for an incident within the **geographical limits**' on page 6.

**You** do not need to get any estimates, and repairs can begin immediately after **we** have authorised them.

**We** will arrange for one of **our** repairers to contact **you** to arrange to collect **the car**. Repairs made by **our** approved repairers are guaranteed for three years.

**We** will also pay the costs of delivering **the car** back to the address shown on **your** current **schedule** or any other address **we** agree with **you** when the damage has been repaired.

If **you** do not want to use one of **our** approved repairers, **you** will need to send **us** an estimate for **us** to authorise and **we** may need to inspect **the car**. **We** reserve the right to ask **you** to obtain alternative estimates.

**You** will have to pay any policy **excess** direct to the repairer. If the condition of **the car** is better after the repair than it was just before it was damaged, **we** may ask **you** to pay something towards it.

The repairer can use parts, including recycled parts, that compare in quality to those available from the manufacturer.

### If the car is a total loss:

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

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

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

When **you** accept **our** offer for total loss, **the car** will belong to **us**.

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

By purchasing this policy **you** agree that **we** can handle **your** claim in this way.

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

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

### Replacement car

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

- the loss or damage happens before **the car** is a year old; and
- **you** are the first and only registered keeper of **the car** (or the second registered keeper if the first registered keeper is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); and
- **you** have owned **the car** (or it has been hired to **you** under a hire-purchase agreement) since it was first registered as new (or **you** are the second owner if the first owner is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); and
- the cost of repair is valued at more than 60% of the cost of buying an identical new car at the time of the loss or damage (based on the United Kingdom list price including taxes); and
- **the car** was supplied as new within the **geographical limits**.

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

**We** will only do this if:

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

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

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

## Section D - Personal accident

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

## Section E - Medical expenses

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

## Section F - Personal belongings

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

## Section G - Liabilities to third parties

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

## Section H - Using your car abroad

### What is covered

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

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

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

**We** may agree to extend the cover for more than 90 days as long as:

- **the car** is taxed and registered within the **geographical limits**; and
- **your** main permanent home is within the **geographical limits**; and
- **your** visit abroad is only temporary; and
- **you** tell **us** before **you** leave; and
- **you** pay any premium **we** ask for.

If **you** want to extend **your** policy to give the same cover in a country outside the countries referred to above, **you** must:

- tell **us** before **you** leave; and
- get **our** written agreement to cover **you** in the countries involved; and
- pay any premium **we** ask for.

If **we** agree to **your** request, **we** will issue **you** with an International Motor Insurance Card (Green Card) as legal evidence of this cover.

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

### What is not covered

- If **your certificate of motor insurance** allows **you** to drive any other motor car, that cover does not apply outside of the **geographical limits**.

## Section J - No claim discount

### What is covered

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

If a claim is made during the **period of insurance**, at renewal the no claims discount will be reduced in accordance with **our** current scale. (Please refer to [www.ageas.co.uk](http://www.ageas.co.uk) for details of **our** current scale) This means that **you** may have to pay a higher renewal premium. In addition **we** may increase **your excess** from renewal. If a claim is made during the **period of insurance** and the policy is cancelled prior to renewal the no claims discount will be reduced in accordance with **our** current scale on any proof of no claim discount that **we** supply.

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

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

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

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

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

## Section K - No claim discount protection

### What is covered

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

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

After a second claim is made in any three-year period, this policy section will no longer apply and any further claims will result in the loss of no claim discount as set out under Section J.

The protection provided under this section only applies to **your** no claim discount. It does not protect **your** premium and **you** may have to pay a higher premium or **excess** if any claims are made.

## Section L - Replacement locks

### What is covered

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

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

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

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

### What is not covered

**We** will not pay:

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

# Policy exclusions

- 1 **We** will not pay claims arising directly or indirectly from any of the following:
    - a **The car** being driven by, or being in the charge of, someone who is not described in **your certificate of motor insurance** as entitled to drive, other than while **the car** is with a member of the motor trade for servicing or repair.
    - b **The car** being driven, with **your** permission, by anyone who **you** know does not hold a driving licence or is disqualified from driving. However, **we** will still give cover if the person used to hold a licence and is allowed to hold one by law.
    - c **The car** being driven by someone who does not meet all the conditions of their driving licence.
    - d **The car** being used for a purpose that is not shown as covered in **your certificate of motor insurance** other than while **the car** is with a member of the motor trade for servicing or repair.
    - e **The car** being used for hiring, competitions, rallies or trials, for racing formally or informally against another motorist; or on a motor racing track, de-restricted toll road, airfield, at an off-road event or at the Nürburgring.
    - f **The car** being used for criminal purposes or deliberately used to threaten or cause harm, loss or damage. An example of this would be 'road rage'.
  - 2 **We** will not pay any claims if **you** receive any payment for giving people lifts in **the car**, and:
    - a **The car** is made or altered to carry more than eight people including the driver; or
    - b **You** are carrying the passengers as part of a business of carrying passengers; or
    - c **You** are making a profit from the payments **you** receive.
  - 3 **We** will not pay claims arising directly or indirectly from any of the following:
    - a Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel.
    - b The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.
    - c Pressure waves caused by aircraft (and other flying objects) travelling at any speed.
    - d War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power.
    - e Acts of **terrorism**.
  - 4 **We** will not pay claims arising directly or indirectly from earthquakes, riots or civil disturbances outside Great Britain, the Isle of Man or the Channel Islands, except under section G.
  - 5 **We** will not pay for any liability **you** accept under an agreement or contract, unless **you** would have been legally liable anyway.
  - 6 Any decision or action of a court which is not within the **geographical limits** is not covered by this policy unless the proceedings are brought or a judgement is given in a foreign court because **the car** was used in that country and **we** had agreed to cover it there.
  - 7 **We** will not pay claims arising directly or indirectly from any motor car being in a place used for the take-off, landing, parking or movement of aircraft, including the associated service roads, refuelling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come within the Customs examination area or any part of airport premises to which the public does not have access to drive their vehicle.

However, **we** will provide the minimum cover needed under compulsory motor insurance legislation.
- ### Standard endorsements
- (These only apply if it says so on the **schedule**)
- I **We** will not pay for any loss or damage caused by theft or attempted theft if any security or tracking device fitted to **the car** has not been set or is not in full working order, or the network subscription for the maintenance contract of any tracking device is not current.
  - Y **We** will not pay for any claim when **the car** is being driven by or is in the charge of anyone who is under 25 years old or anyone who does not hold a full driving licence, issued within the **geographical limits** or the European Union, to drive **the car**, unless **you** have sent **us** their details and **we** have accepted them in writing. The information required under policy condition 9 on page 19 must still be disclosed for all drivers aged 25 or over.
  - Z **We** will not pay for any claims when **the car** is being driven by or is in the charge of anyone who is under 36 years old unless **you** have sent **us** their details and **we** have accepted them in writing. The information required under policy condition 8 must still be disclosed for all drivers aged 36 or over.

# Policy conditions

## 1 How to claim

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

The helpline number is 0345 122 3018 (or +44 2380 621982 if calling from abroad). Details of the benefits **you** will receive through **our** Onecall service are on page 6.

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

## 2 Dealing with claims

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

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

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

**We** can do any of these in **your** name or in the name of any person claiming under this policy.

Anyone who makes a claim under this policy must give **us** any reasonable information **we** ask for.

## 3 Right of recovery

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

## 4 Other insurance

If any incident that leads to a valid claim is covered under any other insurance policy, **we** will not pay any part of the claim.

## 5 Taking care of your car

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

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

## 6 Keeping to the terms of the policy

If **you** or any person who claims under this policy fails to comply with any policy condition or any **endorsement** which requires **you** or them to act or refrain from acting in a certain way, **we** will

not pay any claim where the claim is connected with the non-compliance.

## 7 Providing accurate information

Whenever **you** take out or ask **us** to make changes to **your** policy, **you** must take reasonable care to:

- Supply accurate and complete answers to all questions
- Ensure the statements declared on the statement of fact are accurate; and
- Make sure that all other information supplied to **us** is accurate and complete.

**We** will treat **your** policy as if it had not existed and keep any premium paid from the start date or the date that any changes were made to the policy (as the case may be) if **you**:

- Deliberately or recklessly gave **us** inaccurate or incomplete information; or
- Did not take reasonable care to give **us** accurate and complete information, in circumstances where **we** would not have issued this policy to **you** at all.

In all other cases, if **you** fail to exercise reasonable care **we** may refuse to pay all or part of a claim. If **we** would have:

- Provided cover to **you** on different terms, had **you** provided **us** with accurate and complete information, then the policy will be treated as if it had contained such terms. In such circumstances, **we** will only pay a claim if it would have been covered by a policy containing such terms.
- Provided **you** with cover under this policy at a higher premium, the amount payable on any claim will be reduced proportionately, based on the amount of premium that **we** would have charged. For example, **we** will only pay half of the claim, if **we** would have charged double the premium.

If **we** discover inaccuracies in any of the information **you** provided **us** with which would have made a difference to the premium charged, before any incident which might give rise to a claim has occurred, **we** may, at **our** discretion, offer **you** the option to pay the additional premium in return for **us** not reducing the amount payable on any future claims under the policy.

## 8 Changes you must tell us about

- **You** change **the car** or its registration number, sell **the car**, get rid of **the car** or **you** get another vehicle
- **You** change **your** address or the address at which **the car** is kept overnight
- There is a change to the estimated annual mileage that **the car** will cover

- **The car** is or will be:
- Changed from the manufacturer's original specification. This would include:
  - Changes to the bodywork, such as spoilers or body kits
  - Changes to suspension or brakes
  - Cosmetic changes such as alloy wheels
  - Changes affecting performance such as changes to the engine management system or exhaust system
  - Changes to the audio/entertainment system
 Please be aware that this is not a full list of possible changes all changes; made from the manufacturer's original specification must be disclosed.
- Used for any purpose not covered by your **Certificate of Motor Insurance**.
- Involved in an accident or fire, or someone steals, damages or tries to break into it.
- There is any change of main user of **the car**.
- You or any other person who may drive **the car**:
- Gain a motoring conviction (including any fixed penalty offences);
- Gain a non-motoring criminal conviction;
- Passes their driving test or has their licence suspended or revoked;
- Is issued with a new Driving Licence Number;
- Changes their name;
- 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 insurance refused, cancelled or had special terms put on;
- Develops a health condition that requires notification to the DVLA, or an existing condition worsens. **You** can find additional information in the Motoring section at [www.gov.uk](http://www.gov.uk) or pick up leaflet D100 from the Post Office.
- **You** wish to change who is allowed to drive **the car**. Drivers aged 35 or under will not be covered unless **we** have been given their details and accepted them in writing. **You** must still disclose the information shown above for any driver aged 36 or over.

## 9 Fraudulent claims

**We** will not pay any claim if:

- Any claim or part of any claim is fraudulent, false or exaggerated;
- Falsified documentation is submitted in support of a claim; or
- **You** or any other person who claim under this policy makes a dishonest or false statement to **us** in support of a claim.

In these circumstances, all cover will be cancelled from the date of the fraud 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.

## 10 Cancelling your policy

- **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.

- **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.

## 11 Telematics Data

Within this section, **we** and **us** relates to Ageas Insurance Limited and those acting on **our** behalf.

The **device** will transmit to **us**, information which will include (but is not limited to), **your** location and time and date of travel, **your** acceleration, braking and cornering manoeuvres, **your** speed compared to the speed limit on a particular road, the type of road and the distance travelled. This will enable **us** to build a profile of **your driving behaviour**.

The information collected from **your telematics device** will be used for the following purposes:

- To contribute towards the calculation and charging of insurance premiums based on **your driving behaviour** whilst using **the car**;
- To provide **you** with driving feedback based upon the **journeys you** undertake; Please contact your **insurance adviser** for further information on how to access the website or **app**;
- To help **us** to gain a better understanding of **driving behaviours**, and this knowledge may be used by **us** in the development of this and similar products; and
- To help **us** to determine the precise circumstances of any claim **you** make under **your** policy.

Please note that whilst the information collected on driving speed will be used to determine **your driving behaviour**, including unacceptable **driving behaviour** as defined in the telematics conditions of this policy; this will only be used to support a prosecution if **we** or **your insurance adviser** are required by law to disclose information about **your driving behaviour** to the authorities. **We** or **your insurance adviser** may also be required by law to disclose information about **your driving behaviour** to the authorities for other reasons, for example in answer to any enquiry by **our** regulatory body or to a court of law if **we** or **your insurance adviser** are issued with a court order.

From the date the **device** is installed or activated, or the **app** is registered, **your driving behaviour** will be captured from **the car** whilst **you** are driving. If auto start is enabled on the **app**, **your** journey data will automatically be recorded and transmitted to **us**. **Your** information will be used for the purposes outlined above for the **period of insurance**; however, the **device** may continue to transmit data to **us** until it is disabled.

This policy wording must be shown to any named driver on **your** insurance policy so they are aware that their driving will be monitored.

## 12 Telematics conditions

Depending on the type of **telematics device** that you have, there will be a number of conditions that will apply. Please see the conditions below for the **telematics device** relevant to **your** policy. If **you** are unsure what **telematics device** applies, please contact **your insurance adviser**.

Failure to comply with any of the conditions below may result in:

- **Your** policy being cancelled;
- **Us** changing the terms of **your** policy; and/or
- **Us** refusing to deal with all or part of any claim or reducing the amount of any claims payments.

For cancellation by **us** please refer to policy condition 10.

## 13 Law applicable to the contract

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

## 14 Language

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

## App

### Installation

The **app** must be downloaded, enabled and registered within 24 hours of cover commencing. For more information on how and where to download the **app**, please contact **your insurance adviser**.

The **app** must be enabled and registered by **you** and any named driver(s) for the duration of the **period of insurance**. If **you** or any named driver changes their Smartphone, the **app** must be reinstalled and registered to the new smartphone within the required time period shown above.

### Validation

Upon registration of the **app**, if **we** or **your insurance adviser** request **you** to do so, the following documents will require uploading within 28 days of the cover commencing:

- Proof of **your** no claims discount (if applicable)
- Vehicle Registration document (V5/Log Book)
- Driving licence for all drivers to be insured. Certificates confirming **that** you have passed a driving test will not be sufficient.
- Photographs of **the car** to be insured.
- If **the car** is changed or additional drivers are added to the policy within the **period of insurance**, the documents above will need to be uploaded in respect of the new car or the additional driver(s).

### Use

The collection and transmission of data by the **app** may occasionally be impaired or interrupted by operational and/or atmospheric conditions, power failures, or other causes, conditions or events beyond our reasonable control or the capabilities of the **app**. The transmission and receipt of data is dependent upon mobile telecommunications services and **you** acknowledge that this service may be interrupted, circumvented or compromised. If transmission of data is affected in the manner described in this paragraph, this does not necessarily mean the **app** is defective.

The app will require mobile data in order to function and **you** must ensure that **your** mobile data allowance is sufficient. **You** will be responsible for any charges associated with the use of the **app**.

**You** and any named driver(s) must ensure that the **app** is used at all times whilst driving **the car** from the start to the end of each journey. If **your app** does not have autostart, or this functionality is disabled, **you** and any other drivers named on **your** policy will need to manually start and stop the app to ensure that every journey is recorded.

## Professionally fitted device

### Installation

Before the device can be installed, it is **your** responsibility to ensure that **you** have the agreement of anybody who has a legal interest in **the car**.

During the first 14 days of **your insurance policy** you will be contacted by the **installation partner** to arrange the installation of **your telematics device**. You will be required to make **the car** available at a location agreed between **you** and the **installation partner** within 14 days of the commencement date of the policy, to enable the installation of the **telematics device** to take place.

**You** may be charged a fee if **you** fail to attend the booked installation at the agreed location; please refer to **your** insurance adviser's terms of business agreement for these charges. In accordance with Policy Condition 10, **we** may cancel your policy if **you** fail to complete the installation process within the 14 day time period.

### Inspection/Validation

During the installation process, **the car** may be inspected by the **installation partner's** trained technicians. The technicians will:

- check **the car** matches the description of the vehicle **you** provided at the point of quotation;
- ensure there are no modifications to **the car's** original specification, which have not already been disclosed to **us**
- check the Vehicle Registration document (V5/Log Book);
- Inspect and take a copy of any proof of NCD that has been disclosed at the time of inception;
- inspect and take a copy of **your** driving licence; certificates confirming that **you** have passed a driving test will not be sufficient; and
- photograph **the car** and document any pre-existing damage.

If **the car** fails the inspection/validation process **you** must contact **your insurance adviser** before the installation can continue. **Your insurance adviser** will advise **you** of the action that needs to be taken and this will be dependent on the reason for the failure of the inspection process:

a) If the inspection failure was due to a difference between the specification of **the car** presented to the **Installation partner** and the description originally provided by **you** at the time of quotation, it may be possible to continue this insurance but this will be subject to:

- the insurance risk remaining acceptable to **us**; and
- **your** payment of any additional premium and the acceptance by **you** of any additional terms required because **we** regard the correct vehicle description as being a greater insurance risk. If the insurance can be continued subject to an increased premium and/or revised policy terms, but **you** decide not to accept this, the policy will be cancelled by **us** in accordance with Policy Condition 10. **You** may also be required to pay a cancellation fee to **your** insurance adviser in accordance with their terms of business agreement with **you**.

In some circumstances, the reason for the inspection failure may not be resolvable, for example the correct description of **the car** makes the insurance risk unacceptable to **us**. In these circumstances **we** will have the option to:

- I. void the policy, which means **we** will treat it as if it had never existed and repay to you the premium paid; and/or
- II. seek to recover any money from **you** for any claims **we** have already paid, including the amount of any costs or expenses **we** have incurred.

### Changing the car

This insurance only applies to **the car** shown in the current Policy **Schedule**. If **you** change **the car** you must notify **your insurance adviser** in accordance with Policy Condition 8.

In addition to arranging cover on the new car, **your insurance adviser** will also arrange for a **telematics device** to be installed in accordance with the installation and validation conditions above.

In accordance with their terms of business agreement with **you**, **your insurance adviser** may charge a fee to cover the cost of the installation of a **telematics device** on **your** new car.

## Self-fit Device

### Installation

Before the device can be installed, it is **your** responsibility to ensure that **you** have the agreement of anybody who has a legal interest in **the car**. **Your telematics device** will be sent to **you** in the post. **You** must install and register the device within 7 days of the commencement date of the policy. **We** may cancel **your** policy if you fail to complete the installation process within the 7 day time period.

### Validation

Upon registration of the device, **your** insurance adviser may request from **you**, the following:

- Proof of **your** no claims discount (if applicable)
- Vehicle Registration document (V5/Log Book)
- Driving licence for all drivers to be insured. Certificates confirming that **you** have passed a driving test will not be sufficient.
- Photographs of **the car** to be insured.
- If **the car** is changed or additional drivers are added to the policy within the period of insurance, the documents above will need to be uploaded in respect of the new car or the additional driver(s).

### Changing the car

This insurance only applies to **the car** shown in the current Policy Schedule. If **you** change **the car** you must notify **your** insurance adviser in accordance with Policy Condition 8. If **you** change **the car**, **you** must install the **telematics device** in the new car within 24 hours of the adjustment taking effect. In the event that **we** have sent **you** a replacement device, **you** must install and register the device within 7 days of the adjustment taking effect. In accordance with Policy Condition 10, **we** may cancel your policy if **you** fail to complete the installation process within the required time periods specified above. If **you** lose the device, **you** may be may have to pay for a replacement; any charges can be found in the terms of business agreement that **you** have with **your insurance adviser**.

## Manufacturer Integrated Device

### Activation

The device must be enabled and registered within 3 days of cover commencing. For more information on how to enable and register the device, please contact **your insurance adviser**. The **device** must be enabled and registered by **you** and any named driver(s) for the duration of the **period of insurance**.

### Validation

Upon registration of the device, **your insurance adviser** may request from **you**, the following:

- Proof of **your** no claims discount (if applicable)
- Vehicle Registration document (V5/Log Book)
- Driving licence for all drivers to be insured. Certificates confirming that **you** have passed a driving test will not be sufficient.
- Photographs of **the car** to be insured.
- If **the car** is changed or additional drivers are added to the policy within the **period of insurance**, the documents above will need to be uploaded in respect of the new car or the additional driver(s).

## Changing the car

This insurance only applies to **the car** shown in the current Policy Schedule. If **you** change **the car** you must notify **your insurance adviser** in accordance with Policy Condition 8. If **you** change **the car**, **we** may cancel the policy if the new car does not have the equivalent device installed. If the new car does have the equivalent device installed, **you** must enable and register it within 24 hours of the adjustment taking effect. In accordance with Policy Condition 10, **we** may cancel **your** policy if **you** fail to complete this process within the 24 hour time period.

### Use

It is **your** responsibility to ensure that the device is in full working order for the **period of insurance**.

If, during the monitoring of data from **your telematics device**, **your** insurance adviser suspects that there is any defect in the operation of **your telematics device**, they will contact **you** as soon as is possible so that **you** can arrange for the defect to be rectified. **You** must also contact **your insurance adviser** as soon as is possible if you believe for any reason that the **telematics device** may be defective in some way.

The following conditions apply to all types of device:

### Accident detection

**We** may contact **you** in some instances if **your telematics device** detects that there has been an accident.

The insurer may use the telematics data in the event of a claim to assist in the assessment of liability.

Whilst the technology used to detect accidents is effective, it is not able to detect every type of accident. If **you** are not contacted by **us** immediately, it is important **you** report any incident as soon as possible via our 24 hour claims helpline on 0345 122 3018.

### Excessive speed

If during any one annual **period of insurance** **you** or any permitted driver of **the car** exceeds the speed limit for the road on which **the car** is being driven by more than 20 mph on more than one occasion, **your** policy may be cancelled in accordance with Policy Condition 10. **You** may also be required to pay a cancellation fee to **your** insurance adviser in accordance with their terms of business agreement with **you**.

### Policy renewal

**You** will be contacted by **your insurance adviser** regarding the renewal of **your** policy. **Your** renewal premium will reflect **your driving behaviour** during the **period of insurance**. **We** reserve the right to amend or withdraw the invited renewal premium due to unacceptable **driving behaviour** that occurs between the date that the renewal is offered and the renewal date of the policy.

## Premium adjustments

Depending on the type of policy that **you** have chosen, **your driving behaviour** may be subject to a review during the **period of insurance**, and a premium adjustment may be processed against **your** policy. **Your** premium may be increased or decreased following a review of **your driving behaviour**. **You** will be notified of any changes to **your** premium, and **your** premium finance arrangements if applicable will be updated accordingly; **your** remaining monthly instalments will be amended in accordance with the increase or decrease in premium. If **you** are unsure whether **your** policy will be subject to premium adjustments, please contact **your insurance adviser**.

## Unacceptable driving behaviour

If **you** or any other driver of the car, show unacceptable or consistently poor **driving behaviour** at any point during the **period of insurance**, **your** policy may be cancelled in accordance with Policy Condition 10.

# Privacy Notice

**We** are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share, transfer and store **your** information. For **our** full Privacy Policy please visit **our** website [www.ageas.co.uk/privacy-policy](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 by emailing [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk).

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

## Collecting your information

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

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

## Using your information

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

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

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

## Sharing your information

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

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

## Keeping your information

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

## Use and storage of your information overseas

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

## Your rights

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

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

# How to make a complaint

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

If we can't, then we'll:

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

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

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

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

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

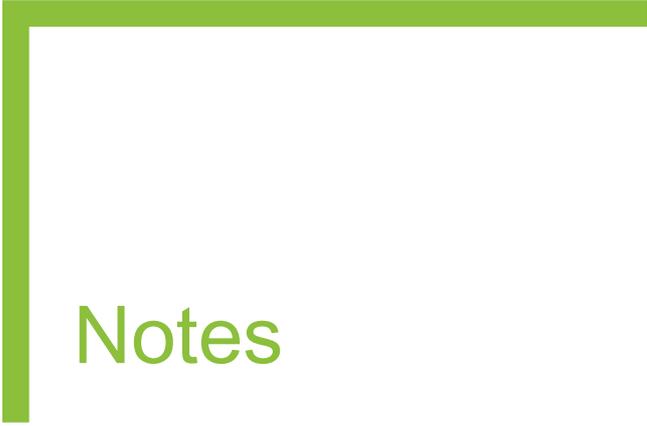
By email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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.

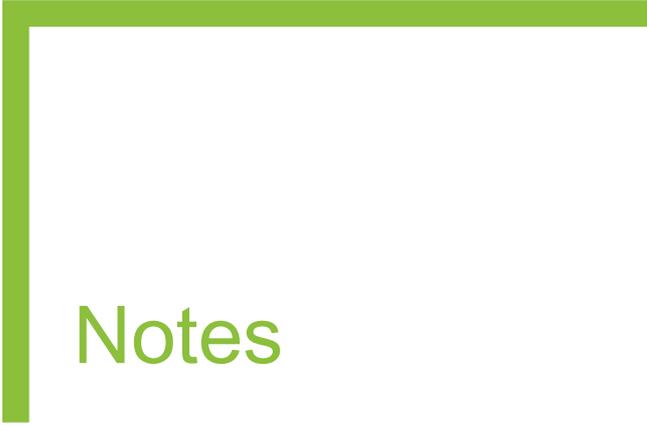
## Financial Services Compensation Scheme

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**.



# Notes



# Notes

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

**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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