



Motor Guard

Insurance Policy

ONECALL Claims Helpline open 24 hours a day, 365 days a year 0845 122 3018



Contents

Important customer information	3
What to do if you have an accident	4
Broken windscreen and window glass	4
How to make a claim	5
Contract of insurance	6
Definitions	7
Your cover:	8-14
Section A – Damage to the car	8
Section B – Broken windscreen and window glass	9
Section C – Fire and theft	9
How we will settle your claim under Sections A or C	10
Section D – Personal accident	11
Section E – Medical expenses	11
Section F – Personal belongings	11
Section G – Liabilities to third parties	12
Section H – Using your car abroad	13
Section I – Spanish bail bond	13
Section J – No claim discount	14
Section K – No claim discount protection	14
Section L – Replacement locks	14
Policy exclusions	15
Standard endorsements	15
These only apply if stated on the schedule	
Policy conditions	16-18
What to do if you have a complaint	19
Financial Services Compensation Scheme	19

Useful telephone numbers

Onecall 24 hour claims helpline 0845 122 3018

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

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

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

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

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

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

Important customer information

Under policy condition 9 on page 17, you must tell us about any of the changes below straight away. If you do not tell us about these changes, your policy may no longer be valid or we may not pay your claim. In these circumstances, no premium would be refunded to you unless and until you return your certificate of motor insurance to us.

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 £15 (subject to Insurance Premium Tax where applicable) if you alter your policy.

- You change the car or its registration number, sell the car or you get another car.
- You change your address or the address at which the car is kept overnight.
- There is a change to the estimated annual mileage that the car will cover.
- The car is or will be:
 - Changed from the manufacturer's original specification;
 - Taken abroad, either for more than 90 days or outside the European Union;
 - Used for any purpose not covered by your certificate of motor insurance.
 - Involved in an accident or fire, or someone steals, damages or tries to break into it.
- There is any change of main user of the car.
- You or any other person who may drive the car:
 - Have a motoring conviction (including any fixed penalty offences);
 - Have a non-motoring criminal conviction;
 - Passes their driving test or has their licence suspended or revoked;
 - Changes their name;
 - Changes job, starts a new job, including any part-time work, or stops work;
 - Is involved in any accident or has a vehicle damaged or stolen, whether covered by this policy or not;
 - Has had insurance refused, cancelled or had special terms put on;
 - Develop a health condition that requires notification to the DVLA, or an existing condition worsens. You can find additional information in the Motoring section at www.direct.gov.uk or pick up leaflet D100 from the Post Office.
- You wish to change who is allowed to drive the car. Drivers aged 35 or under will not be covered unless we have been given their details and accepted them in writing. You must still disclose the information shown above for any driver aged 36 or over.

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

IMPORTANT

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. You can check whether your car appears on the MID at www.askmid.com. Please let us know immediately if your registration mark is showing incorrectly on your documents.

IMPORTANT

Please report all incidents to us immediately on 0845 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 5). 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 0845 122 3018 or +44 2380 621982 if calling from abroad (see page 5).
- 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 10 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.

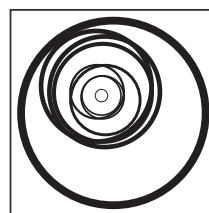
Broken windscreen and window glass

If you have comprehensive cover:

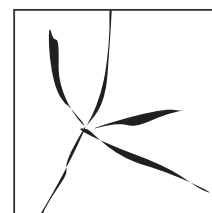
- Call **0800 174764** to arrange for the glass to be repaired or replaced. If you phone this number and use one of our chosen glass companies, cover is unlimited. If you do not, the most we will pay is £100 after taking off any excess.
- Repairing a windscreen or window instead of replacing it can save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

The drawings to the right may help you to recognise whether or not the break can be repaired.

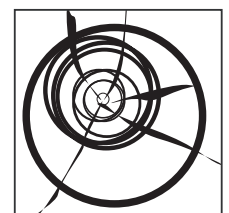
Cracks up to five centimetres (two inches) and breaks the size of a £1 coin can generally be repaired.



'Bullseye'



'Starbreak'



'Combination'

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.

What to do if you need to make a claim

Call ONECALL 0845 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

Message relay	We can pass messages to friends, family or colleagues.
Repairs	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.
Authorisation	You do not need to get any estimates, and repairs can begin immediately after we have authorised them.
Delivery	When the work is done, our repairer will contact you to arrange a convenient time to deliver the car back to you.
Paying for repairs	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

Get-you-home service within the geographical limits	If the car is not roadworthy after an accident, we can arrange to get you and your passengers from the scene of the accident to your home or to your planned destination. 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).
Keeping you mobile while your car is being repaired within the geographical limits	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.
If the car cannot be repaired	If your car cannot be economically repaired, we will offer you a settlement amount within one week of the date we receive the engineer's report. Once this amount is agreed, we will send you a cheque by first-class post within one working day of receiving satisfactory vehicle documents. If your car is a total loss (a write-off), you must send in all the original documents that we ask for (for example, the vehicle registration document (V5C) and the current MOT certificate). We will arrange for an appointed salvage agent to collect the vehicle to dispose of it. Please remember to remove all your personal belongings and the tax disc from the car before it is collected.

Contract of insurance

Introduction

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

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

This contract of insurance is based on information **you** gave **us** on the **proposal** (or which is shown in a **statement of insurance** or **statement of fact**) and any other information **you** gave **us**. It is an offence under the Road Traffic Act to make a false statement or withhold any material information for the purposes of obtaining a **certificate of motor insurance**. Failure to disclose all material facts could render **your** insurance invalid and not give protection in the event of a claim. Material facts are those that **we** would regard as likely to influence the acceptance and assessment of this

risk. If **you** are in any doubt about the facts considered material, **you** should disclose them. **We** will be happy to give **you** advice if **you** wish.

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



Mark Cliff
Managing Director

IMPORTANT

Please report all incidents to us immediately on 0845 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.

Definitions

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

Certificate of motor insurance

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

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

If **your certificate of motor insurance** allows driving by any driver, please refer to **your schedule** for any restrictions that may apply as well as referring to policy condition 9 on page 17, which shows **you** what details **you** need to disclose to **us**.

Endorsement

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

Excess

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

Geographical limits

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

Market value

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

Period of insurance

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

Proposal

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

IMPORTANT

Please report all incidents to us immediately on 0845 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.

Schedule

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

Statement of insurance or statement of fact

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

Terrorism

Terrorism as defined in the Terrorism Act 2000.

The car

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

We, our, us

Ageas Insurance Limited
Registered address:
Ageas House
Tollgate
Eastleigh
Hampshire
SO53 3YA

Registered number 354568 England
Financial Services Authority number 202039

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**.

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 arrange to get **you** and **your** passengers from the scene of the accident to **your** home or to **your** planned destination. 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 10 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 reasonable 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.
- **The car** losing value after, or because of, repairs.
- Loss of or damage to **the car** resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
- **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 - Broken windscreen and window glass

What is covered

If the windscreen or any window glass in **the car** is broken during the **period of insurance we** will pay the cost of repairing or replacing it. **We** will also pay for any repair to the bodywork that has been damaged by broken glass from the windscreen or windows.

If **you** phone the Ageas Insurance Glassline (see page 4) and use one of **our** chosen glass companies, cover is unlimited. If **you** do not, the most **we** will pay under this section is £100 after taking off any **excess**.

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

What is not covered

- The first £60 of any claim if the glass is replaced.
- The first £10 of any claim if the glass is repaired.
- Loss of use of **the car**.
- 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 reasonable fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available.
- Mechanical, electrical, electronic or computer failures or breakdowns or breakages to sun roof and hood mechanisms.
- Repair or replacement of any windscreen or window unless it is made of glass.

Section C - Fire and theft

What is covered

We will pay for loss of or damage to **the car** caused by fire, theft or attempted theft.

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

provided this equipment is permanently fitted to **the car**.

See page 10 for details of how **we** settle claims.

What is not covered

- Loss of or damage to **the car** 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 first £100 of any claim.
- Loss of use of **the car**.
- Wear and tear.
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages.
- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the **geographical limits**.
- Any amount over the cost shown in the manufacturer's latest price guide, plus reasonable 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.
- **The car** losing value after, or because of, repairs.
- Loss of or damage to **the car** resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
- 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.
- **The car** being confiscated or destroyed by or under order of any government or public or local authority.
- Loss arising from **the car** being taken from **you** and returned it to its legal owner where it is established that **you** are not the legal owner.
- 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**.

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 5.

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 reasonable costs of delivering **the car** back to **your** address 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 **the car** is the subject of a finance or leasing agreement, **we** will make any payment to the finance or leasing company first. If **our** estimate of the **market value** is more than the amount **you** owe the finance or leasing company, **we** will pay **you** the balance.

If **our** estimate of the **market value** is less than the amount **you** owe the finance or leasing company, **you** may have to pay them the balance.

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

When **you** accept **our** offer for total loss, **the car** will belong to **us**. **You** must return **your certificate of motor insurance** to **your insurance adviser**. It is an offence under the Road Traffic Act not to return the **certificate of motor insurance**.

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

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

- **You** make **your** intention clear at the time of reporting the claim and prior to any settlement being agreed; and
- **You** provide details of the replacement registration number for **the car** prior to any settlement being made.

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); 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 reasonable delivery charges) 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

If **you** or **your** husband or wife or civil partner are accidentally killed or injured while getting into, travelling in or getting out of **the car** (or any other private car that **you** do not own), **we** will pay the following benefit per person:

- For death - £2,500.
- For total and permanent loss of sight in one eye - £1,500.
- For total and permanent loss (at or above the wrist or ankle) of one hand or one foot - £1,500.

We will only pay these amounts if the cause of the death or loss is an accident involving a car and the death or loss happens within three months of the accident.

This cover also applies to any person who is getting into, travelling in or getting out of **the car** (as long as there is a seat for that person).

What is not covered

- No cover is provided under this section if the policy is held in the name of a corporate organisation, a company or a firm.
- Death or loss caused by suicide or attempted suicide.
- Death of or loss to any person 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.
- Death of or loss to any person not wearing a seat belt when they have to by law.
- More than £10,000 for any one accident.
- More than £2,500 to any one person for any one accident.
- If **you**, or **your** husband or wife or civil partner, have more than one motor policy with **us**, **we** will only pay under one policy.

Section E - Medical expenses

What is covered

If **you** or anyone in **the car** is injured in an accident involving **the car**, **we** will pay up to £100 in medical expenses for each injured person.

What is not covered

- No cover is provided under this section if the policy is held in the name of a corporate organisation, a company or a firm.

Section F - Personal belongings

What is covered

We will pay for personal belongings in **the car** that are lost or damaged following an accident, fire or theft involving **the car**.

We will pay for the cost of the item, less an amount for wear and tear and loss of value.

What is not covered

- Loss of or damage when no-one is in **the car** 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**.
- More than £100 for each incident.
- Any goods, tools or samples that are carried as part of any trade or business.
- Loss of or damage to telephone or other communication equipment.
- Money, stamps, tickets, documents and securities (such as share or bond certificates).
- Loss of or damage to any radar detection equipment.

IMPORTANT

Please report all incidents to us immediately on 0845 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.

Section G - Liabilities to third parties

What is covered

We will cover legal liability for the death of or injury to any person and damage to property caused by or arising out of:

Cover for you

- **You** using **the car**.
- **You** using a motor car not belonging to **you** and not hired to **you** under a hire-purchase agreement or leased to **you** under a leasing agreement, provided that:
 - **your** current **certificate of motor insurance** allows **you** to do so; and
 - **you** have the owner's permission to do so; and
 - **you** still have **the car** and it has not been damaged beyond economical repair nor been stolen and not recovered; and
 - the motor car is registered within the **geographical limits**; and
 - **you** are not using the motor car outside of the **geographical limits**; and
 - **you** are not insured under any other insurance to drive the motor car.
- **You** using **the car** to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to **the car** and if allowed by law, provided it is not being towed for hire or reward.

Cover for other people

- Any person driving **the car** with **your** permission (as long as **your certificate of motor insurance** shows that he or she is allowed to drive **the car**). The person driving must not be excluded from driving **the car** by any **endorsement**, exception or condition.
- Any person using (but not driving) **the car**, with **your** permission, for social, domestic and pleasure purposes.
- Any passenger in, getting into or getting out of **the car**.
- Any person using **the car**, with **your** permission (as long as **your certificate of motor insurance** shows that he or she is allowed to drive **the car**), to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to **the car** and if allowed by law, provided it is not being towed for hire or reward.

We will also pay:

- 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 **geographical limits**);
- legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving;
- any costs and expenses for which **your** employer or business partner is legally liable as a result of **you** using **the car** for their business; and
- any other costs and expenses for which **we** have given our written permission.

arising from an accident covered under this policy,

If anyone who is insured by this section dies while they are involved in legal action, **we** will give the same cover as they had to their legal personal representatives.

What is not covered

- Any amount **we** have not agreed to in writing.
- Death of or injury to any of **your** employees during the course of their work, even if the death or injury is caused by anyone insured by this policy, if insurance cover is provided as a requirement of any compulsory Employers Liability legislation within the **geographical limits**.
- Loss of or damage to property owned by or in the care of the person who is claiming cover under this section.
- Any loss of or damage to a vehicle, trailer, trailer caravan or broken-down vehicle covered by this section.
- Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at one specific time and place.
- Any amount over £1 million, for one pollution or contamination event.
- 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.
- 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.
- Use to secure the release of a motor car, other than **the car** as described by its registration mark on **your certificate of motor insurance**, which has been seized by, or on behalf of, any government or public authority.

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

Section H - Using your car abroad

What is covered

We will cover **your** legal liability to others while **you** or any driver covered by this policy are using **the car** within the European Union and any other country which has agreed to follow Article 7(2) of the EU Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (number 72/166/EEC).

You do not need an International Motor Insurance Card (Green Card) for visits to these countries as the legal evidence of this cover is shown on **your certificate of motor insurance**.

We will also provide the cover shown on **your schedule** for up to 90 days in any **period of insurance** while **you** are using **the car** within the countries referred to above.

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 I - Spanish bail bond

What is covered

A bail bond may be shown on **your certificate of motor insurance**. If this is not shown and **you** ask **us**, **we** will issue a bail bond, which means **we** will pay up to £3,000 if the Spanish police hold **the car** or the driver after an accident involving **the car**.

If **we** make any payment because of the bail bond **you** must repay that payment as soon as possible.

IMPORTANT

Please report all incidents to us immediately on 0845 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.

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 discount will be reduced in accordance with **our** current scale. This means that **you** may have to pay a higher renewal premium. In addition **we** may increase **your excess** from renewal.

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

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.

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 reasonable 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**.

IMPORTANT

Please report all incidents to us immediately on 0845 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.

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, racing, competitions, rallies or trials.
 2. If **you** receive any payment for giving people lifts in **the car**, the policy is not valid if:
 - a) **the car** is made or altered to carry more than eight people including the driver; or
 - b) **you** are carrying the passengers as part of a business of carrying passengers; or
 - c) **you** are making a profit from the payments **you** receive.
 3. **We** will not pay claims arising directly or indirectly from any of the following:
 - a) Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel.
 - b) The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.
 - c) Pressure waves caused by aircraft (and other flying objects) travelling at any speed.
 - d) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power.
 - e) Acts of **terrorism**.
 4. **We** will not pay claims arising directly or indirectly from earthquakes, riots or civil disturbances outside Great Britain, the Isle of Man or the Channel Islands, except under section G.
 5. **We** will not pay for any liability **you** accept under an agreement or contract, unless **you** would have been legally liable anyway.
 6. Any decision or action of a court which is not within the **geographical limits** is not covered by this policy unless the proceedings are brought or a judgement is given in a foreign court because **the car** was used in that country and **we** had agreed to cover it there.
 7. **We** will not pay claims arising directly or indirectly from any motor car being in a place used for the take-off, landing, parking or movement of aircraft, including the associated service roads, refuelling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come within the Customs examination area or any part of airport premises to which the public does not have access to drive their vehicle.
- However, **we** will provide the minimum cover needed under compulsory motor insurance legislation.

Standard endorsements

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

- I **We** will not pay for any loss or damage caused by theft or attempted theft if any security or tracking device fitted to **the car** has not been set or is not in full working order, or the network subscription for the maintenance contract of any tracking device is not current.
- Y **We** will not pay for any claim when **the car** is being driven by or is in the charge of anyone who is under 25 years old or anyone who does not hold a full driving licence, issued within the **geographical limits** or the European Union, to drive **the car**, unless **you** have sent **us** their details and **we** have accepted them in writing. The information required under policy condition 9 on page 17 must still be disclosed for all drivers aged 25 or over.
- Z **We** will not pay for any claims when **the car** is being driven by or is in the charge of anyone who is under 36 years old unless **you** have sent **us** their details and **we** have accepted them in writing. The information required under policy condition 9 on page 17 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 0845 122 3018 (or +44 2380 621982 if calling from abroad). Details of the benefits **you** will receive through **our** Onecall service are on page 5.

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. Compulsory insurance

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. Reasonable precautions

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

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

6. Keeping to the terms of the policy

We will only provide cover under this policy if:

- any person claiming cover has met with all the terms of the policy, as far as they apply; and
- the declaration and information given on the **proposal** or shown in the **statement of insurance** or **statement of fact** which this contract is based on 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** mislead **us** in any way, including over who is the main user of **the car**, in order to get insurance from **us**, to obtain more favourable terms or to reduce **your** premium; or
- Any claim or part of any claim is fraudulent, false or exaggerated.

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

8. Cancelling your policy

- **You** have 14 days from the start date of the policy or the date **you** receive the policy documents, whichever is the later, to cancel the cover. **You** can cancel by phoning **your insurance adviser**. Cancellation can take effect immediately or from a later date, but cannot be backdated to any earlier date. **You** must then return **your certificate of motor insurance** to **your insurance adviser**. It is an offence under the Road Traffic Act not to return **your certificate of motor insurance**.

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

If **cover** has not yet started, **we** will refund any premium paid in full. This refund will not be sent to **you** unless and until **we** receive **your certificate of motor insurance**. If cover has started, **you** will have to pay for any period of cover that has already been provided as well as an administration charge of £25 (subject to Insurance

Premium Tax where applicable).

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

- After the 14-day period **you** can cancel this policy by phoning **your insurance adviser**. Cancellation can take effect immediately or from a later date, but cannot be backdated to any earlier date. **You** must then return **your certificate of motor insurance** to **your insurance adviser**. It is an offence under the Road Traffic Act not to return **your certificate of motor insurance**.

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

If no claims have been made during the current **period of insurance**, **we** will refund a percentage of the premium in proportion to the **period of insurance** left unused, less an administration charge of £25 (subject to Insurance Premium Tax where applicable). This refund will not be sent to **you** unless and until **we** receive **your certificate of motor insurance**.

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

- Our authorised agent or **we** can cancel this policy by sending **you** seven days' notice to **your** last known address. **You** must then return **your certificate of motor insurance** to **your insurance adviser**. It is an offence under the Road Traffic Act not to return **your certificate of motor insurance**.

We will refund a percentage of the premium in proportion to the **period of insurance** left unused, less an administration charge of £25 (subject to Insurance Premium Tax where applicable). This refund will not be sent to **you** unless and until **we** receive **your certificate of motor insurance**.

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

9. Changes you must tell us about

You must tell **us** about any of the changes below straight away. If **you** do not tell **us** about these changes, **your** policy may no longer be valid or **we** may not pay **your** claim. In these circumstances, no premium would be refunded to **you** unless and until **you** return **your certificate of motor insurance** to **us**.

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 £15 (subject to Insurance Premium Tax where applicable) if **you** alter **your** policy.

- **You** change **the car** or its registration number, sell **the car** or **you** get another car.
- **You** change **your** address or the address at which **the car** is kept overnight.
- There is a change to the estimated annual mileage that **the car** will cover.
- **The car** is or will be:
 - Changed from the manufacturer's original specification;
 - Taken abroad, either for more than 90 days or outside the European Union;
 - Used for any purpose not covered by **your certificate of motor insurance**.
 - Involved in an accident or fire, or someone steals, damages or tries to break into it.
- There is any change of main user of **the car**.
- **You** or any other person who may drive **the car**:
 - Have a motoring conviction (including any fixed penalty offences);
 - Have a non-motoring criminal conviction;
 - Passes their driving test or has their licence suspended or revoked;
 - Changes their name;
 - Changes job, starts a new job, including any part-time work, or stops work;
 - Is involved in any accident or has a vehicle damaged or stolen, whether covered by this policy or not;
 - Has had insurance refused, cancelled or had special terms put on;
 - Develop a health condition that requires notification to the DVLA, or an existing condition worsens. **You** can find additional information in the Motoring section at www.direct.gov.uk or pick up leaflet D100 from the Post Office.
- **You** wish to change who is allowed to drive **the car**. Drivers aged 35 or under will not be covered unless **we** have been given their details and accepted them in writing. **You** must still disclose the information shown above for any driver aged 36 or over.

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

10. Data protection notice

Please read this notice carefully as it contains important information about **our** use of **your** personal information. In this notice, **we** and **us** and **our** means Ageas Insurance Limited. **Your** personal information means any information **we** hold about **you** and any information **you** give **us** about anyone else. If **you** do give **us** anyone else's personal information, **you** should show this notice to them, as it will also apply to them. **You** must ensure that all personal information **you** provide is accurate and complete.

Sensitive information

Some of the personal information that **we** ask **you** to provide is known as sensitive personal data. This will include information relating to health, race, religion and any criminal convictions.

We need to use sensitive personal data to manage **your** policy and to provide the services described in **your** policy documents (such as dealing with claims).

How we use your personal information

We are part of the Ageas group of companies. **We** may share **your** personal information with other companies in the Ageas group for any of the purposes set out in this notice. The Ageas group includes Ageas (UK) Ltd, Ageas Insurance Ltd, RIAS Plc, Text2Insure Ltd, UKAIS Ltd and Ageas Life UK Ltd.

We will use **your** personal information to manage **your** insurance policy, including handling underwriting and claims and issuing renewal documents and providing renewal information to **you** or **your insurance adviser**.

We may use **your** personal information and information about **your** use of **our** products and services to carry out research and analysis.

We may have to share **your** personal information with other insurers, regulatory authorities, **our** business partners or agents providing services on **our** behalf.

We will share **your** personal information with others:

- if **we** need to do this to manage **your** policy with **us** including settling claims;
- for underwriting purposes;
- to prevent or detect crime (see below);
- if **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority); or
- if **you** have given **us** permission.

If **we** change the way that **we** use **your** personal information, **we** will write to you to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

Preventing crime

We may use **your** personal information to prevent crime. In order to prevent crime **we** may:

- check **your** personal information against **our** own databases;
- share it with fraud prevention agencies;
- share it with operators of registers available to the insurance industry to check information and prevent fraud.

IMPORTANT

Please report all incidents to us immediately on 0845 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.

These include the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register. **We** may pass information relating to **your** insurance policy and any incident (such as an accident, theft or loss), to the operators of these registers; and/or

- share it with the Motor Insurance Database (MID) which may be used to establish whether a driver is insured to drive a vehicle and/or for preventing or detecting crime. If **you** are involved in an accident in the UK or abroad, the MID may be searched to obtain relevant policy information. **You** can find out more at www.mib.org.uk.

Dealing with others on your behalf

To help **you** manage **your** insurance policy, subject to answering security questions, **we** will deal with **you** or **your** husband, wife or partner or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy or a claim relating to **your** policy.

Marketing

We will only use **your** personal information to market **our** products and services to **you** if **you** agree to this.

Monitoring and recording

We may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

Further information

You are entitled to receive a copy of the information **we** hold about **you**. To receive a copy, please contact **our** Data Protection Officer, giving **your** name, address and insurance policy number. **We** may charge **you** a small fee for this.

If **you** require further information on, or wish to complain about, the way that **we** use **your** personal information, please write to the Data Protection Officer at Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

11. Law applicable to the contract

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

12. Language

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

What to do if you have a complaint

If **you** have experienced a problem with any part of **our** service, **we** will sort this out as quickly and fairly as possible.

What you should do first

- If **your** complaint is about the way **your** policy was sold to **you**, contact **your insurance adviser** to report **your** complaint.
- If **you** have a complaint about a claim, call **your** claims handler first. **You** will find the claim handler's name and phone number on any letters they have sent **you**.

If your problem has still not been sorted out

Step 1

Contact **our** Customer Service Adviser who will make sure that the issue is dealt with at a senior level. **You** can write to **us** at the address below or e-mail us through **our** website at www.ageas.co.uk/complaints (please include **your** policy number and claim number if appropriate).

Customer Service Adviser,
Ageas Insurance Limited,
Ageas House,
Tollgate,
Eastleigh,
Hampshire,
SO53 3YA

Step 2

If this matter has still not been sorted out, **you** can write to Mark Cliff, Managing Director at the same address.

Step 3

If **you** are not satisfied with **our** final decision, **you** can write to: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Following the complaints procedure does not affect **your** legal rights.

Service standards

We will reply to any letter **you** send **us** within two working days of receiving it. In **our** letter **we** will tell **you** who will be dealing with **your** complaint and when **you** should expect a reply.

Financial Services Compensation Scheme

If **we** cannot meet **our** liabilities, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Claims for compulsory insurance, such as third party motor insurance, are covered in full.

Any claims made to the Financial Services Compensation Scheme for non-compulsory (optional) insurance, such as damage to the insured car and for any unused premium, are covered up to 90% of the value of the claim submitted.

You can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling 020 7892 7300.

IMPORTANT

Please report all incidents to us immediately on 0845 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.

Ageas Insurance Limited

Office address

Ageas House, The Square,
Gloucester Business Park, Brockworth,
Gloucester GL3 4AD

Registered address

Ageas House, Tollgate, Eastleigh,
Hampshire SO53 3YA

Email: talkback@ageas.co.uk

Website: www.ageas.co.uk

Registered number 354568

Ageas Insurance Limited is authorised
and regulated by the Financial Services
Authority

