

# Ageas Short Period Private Car Policy Wording

## Introducing your Short Period Private Car insurance policy

This booklet gives full details of your cover.

Please read this booklet, your schedule and your certificate of motor insurance carefully and make sure that they meet your needs.

If you have any questions, please contact your insurance broker or intermediary and they will help you.

Please keep all your insurance documents in a safe place, as you may need to read them if you want to make a claim.

### Our contract with you

We will provide car insurance under the terms, exceptions, conditions and endorsements of this policy, during any period for which we have accepted your premium.

The contract is based on the proposal (or any statement of facts or statement of insurance we prepare using the information you have provided), and any declaration you make. The schedule, any endorsements and the certificate of motor insurance are all part of this policy. You must read all the documents that make up your policy as one document.

### The law that applies to this policy

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.)

### Language

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

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

ageas®

# Definitions

Whenever the following words or expressions appear in your policy, they have the meaning given below.

## **Accessories and spare parts**

Items which are for the car only and are in or attached to the car, or in your private garage, at the time of the loss or damage.

## **Acts of 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.

## **Certificate of motor insurance**

A document we issue that proves you have the car insurance you need and must have by law.

## **Current owner**

The person named as the registered keeper of the car on the V5C registration certificate (log book).

## **Endorsement**

Statements, found in your schedule, that either show changes to the terms of your policy or terms that apply specifically to you (for example, the amount of excess you must pay).

## **Excess**

The first amount of any claim which you must pay if the car is lost, stolen or damaged.

## **Inexperienced driver**

Anybody who is 25 or older who holds a provisional driving licence or who has held a full United Kingdom, European Union or European Economic Area driving licence for less than 12 months.

## **Key**

Any key or alternative electronic or mechanical device designed to open the car's locks or turn on the ignition (or both).

## **Market value**

The cost of replacing the car with another of the same make, specification (for example, the level of equipment found in the car), model, age, mileage and condition as the car was just before the loss or damage you are claiming for.

## **Proposal**

The document that records the information you gave us when you bought or renewed your policy and which your contract with us is based on.

## **Racetrack**

Any track, field, circuit or road, including toll roads (with no maximum speed limit), which is being used at the time of the loss or damage for racing, rallies, pacemaking, speed trials or track days.

## **Schedule**

The document that names you as the policyholder and sets out what this policy covers you for. We will replace your schedule whenever you renew the policy or if you make any changes to the policy while your insurance applies.

## **Statement of fact or statement of insurance**

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

## **Territorial limits**

England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands, any other country that is a member of the European Union and any other country stated on the back of your certificate of motor insurance.

## **We, us, our**

Ageas Insurance Limited.

## **You, your**

The policyholder whose name is on the schedule or, if you die, your legal personal representatives.

## **Young driver**

A person under 25 at the time of an event which you or they may be entitled to claim for.

## **The car**

Any motor car 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.

# Your cover

## Section 1 – Liability to other people

What we will cover	What we will not cover
<p><b>a Cover for your liabilities</b> This policy covers you for:</p> <ul style="list-style-type: none"><li>• all your legal responsibilities as a result of death of or injury to anybody caused by an incident involving the car; and</li><li>• damage to any property as a result of an incident involving the car. We will pay up to £20 million (including all costs, expenses and indirect losses, apart from those covered under the legal expenses part of your policy).</li></ul> <p>This cover applies to any one event or any series of incidents resulting from one event.</p> <p><b>b Cover for other people</b> We will also provide the cover outlined in section 1a for:</p> <ul style="list-style-type: none"><li>• anyone insured by this policy to drive the car as long as they have your permission;</li><li>• anyone you allow to use (but not drive) the car for social, domestic and pleasure purposes (that is, not for business purposes);</li><li>• anyone who is travelling in or getting into or out of the car; and</li><li>• your employer (as long as they have your permission to use the car and are allowed to do so by your current certificate of motor insurance).</li></ul> <p><b>c Cover for legal personal representatives</b> If anyone insured under the policy dies, we will transfer the protection we provide under this policy to their estate.</p> <p><b>d Emergency medical treatment</b> We will pay for emergency treatment fees as set out in the Road Traffic Acts.</p> <p>If we make a payment under this section, it will not affect your no claim discount.</p>	<p><b>(This applies to all claims made under parts 1a and 1b of the policy.)</b></p> <ul style="list-style-type: none"><li>• We will not cover loss of or damage to your belongings or the belongings of anybody else insured.</li><li>• We will not cover anyone driving the car who has never held a licence to drive it or who is disqualified from driving.</li><li>• We will not cover anyone who fails to keep to any of the terms, conditions and endorsements of this policy.</li><li>• We will not cover the liability of anyone insured under this policy for causing the death of, or injury to, any employee who was carrying out any activity associated with their work at the time of the accident, unless the Road Traffic Acts say otherwise.</li><li>• We will not cover loss of or damage to the car being used or driven at the time of the incident.</li><li>• We will not cover loss of or damage to any trailer or vehicle you tow.</li><li>• We will not cover you using any car other than the car.</li></ul>

## Section 1 – Liability to other people *continued*

What we will cover	What we will not cover
<p><b>e Legal expenses</b></p> <p>If we give our permission in writing beforehand, we will pay the fee for a solicitor to:</p> <ul style="list-style-type: none"> <li>• represent anybody insured under this policy at any coroner’s inquest or fatal accident inquiry; or</li> <li>• defend anybody insured under this policy in a magistrates’ court, as long as the case relates to an event you may be able to claim for under parts 1a or 1b of this policy.</li> </ul> <p>We will pay for legal services to defend anyone insured under this policy if legal action is taken against them for:</p> <ul style="list-style-type: none"> <li>• manslaughter;</li> <li>• causing death by dangerous driving; or</li> <li>• causing death after drinking alcohol or taking drugs.</li> </ul> <p>The following conditions apply to legal expenses cover.</p> <ul style="list-style-type: none"> <li>• You must ask us and we must agree to provide the cover.</li> <li>• The deaths the legal action relates to must be covered under this policy.</li> <li>• The event causing the deaths must have happened in the United Kingdom.</li> </ul>	

## Section 2 – Loss of, or damage to, the car

What we will cover	What we will not cover
<p>If the car, its accessories and spare parts are lost, stolen or damaged, we will:</p> <ul style="list-style-type: none"> <li>• repair the damage ourselves;</li> <li>• replace what is lost or is damaged if this is more cost-effective than repairing it; or</li> <li>• settle your claim by sending you a cheque for the amount of the loss or damage.</li> </ul> <p><b>The most we will pay</b></p> <p>We will not pay more than the market value of the car (including any accessories and spare parts) at the time of the loss or damage, less any excess that may apply.</p> <p><b>Hire-purchase, leasing and other agreements</b></p> <p>If the car is owned by someone else, we will settle any claim by paying the legal owner before paying anything left over to you.</p> <p><b>Parts that are not available</b></p> <p>If a replacement for any damaged accessory or part of the car is not available, the most we will pay is its price (as specified by the manufacturer) at the time of the loss. We will not pay more than the cost of the accessory or part as shown in the manufacturer’s last price list in the United Kingdom.</p> <p>We may decide to repair the car with parts which have not been made or supplied by the car’s manufacturer, but which are of a similar standard.</p> <p>We are not responsible for:</p> <ul style="list-style-type: none"> <li>• any extra costs of storing the car that result from any accessory or part not being available; or</li> <li>• the cost of importing any accessory or part into the United Kingdom.</li> </ul>	<ul style="list-style-type: none"> <li>• We will not cover the excesses shown in your schedule.</li> <li>• We will not cover loss or damage caused by wear and tear.</li> <li>• We will not cover any reduction in the market value of the car (for example reductions caused by the age of the car or the number of miles it has covered).</li> <li>• We will not cover loss in the market value of the car resulting from any repair, whether or not this has happened as a result of any claim under this policy.</li> <li>• We will not cover any mechanical, electrical or computer equipment breaking or failing to work properly.</li> <li>• We will not cover damage to tyres caused by braking, punctures, cuts or bursts.</li> <li>• We will not cover damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound.</li> <li>• We will not cover loss of, or damage to, any trailer, caravan or vehicle, or anything inside, while being towed by or attached to the car.</li> <li>• We will not cover you for loss of use or other indirect losses.</li> <li>• We will not cover the car being stolen by someone who claims to be a buyer or a buying or selling agent.</li> <li>• We will not cover loss of, or damage to, the car if, at the time of the incident, someone in your family or someone who is living with you was using it without your permission. (This exception does not apply if you report the person using the car to the police for taking the car without your permission.)</li> <li>• We will not cover loss or damage caused by any government, public or local authority legally taking, keeping or destroying the car.</li> <li>• We will not cover loss of, or damage to, televisions, phones, games consoles, electronic-navigation or radar-detection equipment not permanently fitted to the car and which was not part of the manufacturer’s specification when the car was first registered.</li> </ul>

## Section 2 – Loss of, or damage to, the car *continued*

What we will cover	What we will not cover
	<ul style="list-style-type: none"><li>• We will not cover loss of, or damage to, the car if it is unoccupied (that is, nobody is inside it) and is left:<ul style="list-style-type: none"><li>– unlocked;</li><li>– with the windows or roof open; or</li><li>– with the keys inside (or on) the car.</li></ul></li></ul>

### New car benefit

We will replace the car with one of the same make, model and specification if:

- the car is less than 12 months old;
- the current owner is the first and only registered keeper (or the second registered keeper if the first registered keeper is a company we recognise as a main agent of the car's manufacturers); and
- the car has:
  - been stolen and not found; or
  - been damaged and the cost of repairing the car is more than 60% of the manufacturer's United Kingdom list price at the time of the damage (including car tax and VAT) for a car that is exactly the same.

We will only replace the car if the current owner and anyone else who has a financial interest in the car agrees.

If a replacement car which is the same make, model and specification as the old car is not available, we will pay the current owner 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.

If we settle a claim under this section of the policy, the lost or damaged car becomes our property and you must send us its registration document (V5 or V5C).

### Removing and delivering the car

If the car is in the United Kingdom and cannot be driven as a result of loss or damage which is covered under this policy, we will pay the cost of protecting it and taking it to the nearest suitable repairer. We will also pay the costs of delivering the vehicle back to the address shown on your certificate of motor insurance or any other address we agree with you when the damage has been repaired.

### Radio and audio equipment

This policy covers loss or damage to any radio or audio equipment permanently fitted to the car.

There is no limit on the level of cover for equipment in the car which was fitted by the manufacturer at the time the car was made.

We cover equipment not fitted to the manufacturer's specification up to £500, after taking off the excess that applies to your claim.

### Replacing children's car seats

If you have children's car seats fitted in the car and the car is involved in an accident or damaged as a result of fire or theft, we will pay up to £250 (after taking off any excess that applies to your policy) towards the cost of replacing them, even if they do not seem to be damaged. To be able to claim for your children's car seats, you must also provide evidence that the car has been damaged or stolen.

### Young drivers or inexperienced drivers

If the car or any of its accessories and spare parts are damaged while it is being driven by a young driver or an inexperienced driver, you will be responsible for the first part of the cost, on top of any compulsory and voluntary excesses set out in your schedule, as shown below.

Young driver	Amount you pay
Under 21 years	£250
21 to 24 years	£150
Inexperienced driver	£150

You will not have to pay the amount stated if the damage is caused by fire, theft, attempted theft or malicious damage.

## Section 3 – Medical expenses

What we will cover	What we will not cover
We will pay up to £100 towards the medical expenses for each person injured in the car if it is in an accident.	

## Section 4 – Travelling abroad

What we will cover	What we will not cover
<p>Your policy automatically provides the cover you have chosen within the territorial limits. See the 'Definitions' section.</p> <p><b>Minimum cover outside the territorial limits</b> This policy also provides the minimum cover you need by law to use the car in any country not in the European Union which the Commission of the European Union approves as meeting the conditions of Article 7 (2) of the Directive on Insurance of Civil Liabilities arising from using motor vehicles (72/166/EEC).</p> <p><b>Customs duty and delivery costs</b> If the car is within the territorial limits, and is not fit to drive because of loss or damage covered by this policy and we agree beforehand, we will pay:</p> <ul style="list-style-type: none"><li>• the reasonable cost of delivering it to your address in the United Kingdom; and</li><li>• any customs duty you have to pay as a direct result of the loss or damage.</li></ul>	

## Section 5 – Personal belongings

What we will cover	What is not covered
<p>We will cover loss of or damage to clothing and personal belongings caused by fire, theft, attempted theft or an accident while they are in or on the car.</p> <p>The most we will pay for any one event is £100.</p> <p>If the items which have been lost or damaged, do not belong to you, you may ask us to pay the benefit to the actual owner. If the owners accept our payment, this will prove that we have paid the claim.</p>	<ul style="list-style-type: none"><li>• Money, credit or debit cards, stamps, tickets, vouchers, documents or securities (such as share certificates).</li><li>• Goods or samples carried in connection with any trade or business.</li><li>• Wear, tear and loss in value.</li><li>• Property left in a convertible car unless it is stored in a locked boot or locked glove compartment.</li><li>• Property you leave in the car when it is unoccupied, and:<ul style="list-style-type: none"><li>– the car is unlocked;</li><li>– the windows or sunroof are open; or</li><li>– the keys are inside or on the car.</li></ul></li><li>• Loss or damage to mobile-phone or electronic-navigation equipment.</li></ul>

# General exceptions under this policy

## 1 Car user

This policy does not apply when any car it covers is:

- being driven or used by anybody who is not allowed to do so under your certificate of motor insurance;
- being used for purposes not shown on your certificate of motor insurance;
- being driven with your permission by anybody you know has never held a driving licence or is disqualified from holding or applying for a driving licence;
- being driven by, or in the charge of, a person who is not complying with the conditions or limitations of their driving licence, unless we must provide cover under the Road Traffic Acts;
- towing a caravan, trailer or broken-down vehicle for payment; or
- towing more than one caravan, trailer or broken-down vehicle at any one time.

## 2 Contracts

This policy does not cover any liability you have under an agreement or contract, unless you would have had that liability anyway.

## 3 War

This policy does not cover any loss or damage caused by war, invasion (whether or not war is declared), revolution, military force, acts of terrorism or other hostile events, unless we must provide cover under the Road Traffic Acts.

## 4 Radioactivity

This policy does not cover any loss, damage or legal liability caused by:

- ionising radiation or radioactive contamination from nuclear fuel or from burning nuclear fuel; or
- radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

## 5 Using the car on airfields

We will not pay any claim for events that happen while the car is parked or is being driven in any area of an airport or airfield used for:

- moving, taking off or landing aircraft;
- parking aircraft or other ground equipment, and for maintaining and refuelling; or
- customs inspections at passenger terminals.

## 6 Pollution

Unless the law says otherwise, we are not liable for any loss, damage or liability caused by pollution or contamination unless the pollution or contamination is caused by a sudden, identifiable, unexpected and unintended event which happens at one time and place during the period of insurance. We will treat all pollution or contamination which results from one event as having happened at the same time the event took place.

## 7 Fraud

We will not pay any claim and all cover under the policy will end from the date you (or anyone acting for you):

- make a false or exaggerated claim or support your claim with forged or fraudulent documents or evidence; or
- deliberately cause the loss, damage or injury.

## 8 Riot

Apart from events covered under section 1, we will not cover any accident, injury, loss or damage that happens outside Great Britain, the Isle of Man or the Channel Islands that is caused by riot or civil commotion.

## 9 Earthquake

Apart from events covered under section 1, we will not cover any accident, injury, loss or damage caused by earthquakes.

## 10 Use on a racetrack

This policy will not cover loss, damage, injury or liability arising while the car is being used on a racetrack or for completing pre-paid laps of circuits such as the Nürburgring.

## 11 Deliberate acts

This policy will not cover loss, damage, injury or liability arising from any deliberate act by you or someone insured under this policy.

# Conditions that apply to all of this policy

## 1 General

We will only provide the cover set out in this policy if you keep to all the terms and conditions of the policy.

## 2 Your duty

All the information given to us must be complete and correct as far as you know. You are responsible for making sure that information relating to all drivers the policy covers is complete and correct.

If we discover that you (or someone acting for you) deliberately gave us incomplete or false information, all cover under this policy will end. We will treat the policy as though it never existed and we will not pay your claim.

We may also recover any money we may have paid under this policy.

## 3 How to claim and how to tell us about claims which may be made against us

(In this condition only, you means you, your legal representative or anybody insured under this policy.)

You must give us, as soon as possible, full details of any event that could lead to a claim under this policy.

You must not:

- admit an accident is your fault;
- negotiate to settle any claim; or
- offer or promise anything without our permission in writing.

You must send us, unanswered, any documents you receive to do with the claim (or any accident or event which may lead to a claim).

If you know about any possible legal action or inquiries that might be carried out, you must tell us immediately in writing.

We may, in your name, take over and deal with a claim and try to recover from others any money we have paid out under this policy. At all times you must give us whatever help we need.

If the law of any country where you are covered by this policy says we must settle a claim which we would not otherwise have paid, we can ask you (or the person who caused the event) to pay us that amount.

## 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 the car

You must make sure that:

- the car is in a roadworthy condition and is safe to drive; and
- you do all you can to keep the car and its contents safe.

If the car is damaged by something covered under this policy, you must do whatever is necessary to protect the car and its accessories from further loss or damage.

If we ask, you must let us examine the car at any reasonable time.

The car must have a current MOT certificate (if it applies).

## 6 Cancelling your cover

You can cancel this policy at any time by calling the insurance adviser who sold you the policy. If cover has not yet started we will refund any premium paid in full less an administration charge. If cover has already started, due to the short term nature of this policy there will be no return of premium.

We or your insurance broker or intermediary 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.

If the current owner sells or get rid of the car, you must tell us immediately. All cover under this policy will stop from the date the car is no longer in the current owners' possession.

## 7 Settling disagreements

If we accept your claim under Section 2 of this policy but we and you cannot agree the amount we should pay, we will pass the matter to an arbitrator to decide. The arbitrator is an independent person who we and you will appoint in line with the law in force at the time. You cannot take legal action against us before the arbitrator makes a decision.

## 8 Contracts (Rights of Third Parties) Act

Under the Contracts (Rights of Third Parties) Act 1999 or any other relevant laws, only you and we may enforce any of the terms of this policy (except in the case of the current owner in Section 2). This will not affect any rights other people or organisations have under other laws.

## 9 Changes you must tell us about

You must tell us about any of the changes below straight away. Failure to tell us about any changes to the information detailed on your statement of fact, schedule or certificate of motor insurance may mean that your policy is invalid and that it does not operate in the event of a claim.

Some of the changes you must tell us about are:

- The car or its registration is changed or if the car is sold, the current owner gets rid of the car, or gets a new car.
- You change your address or the address at which the car is kept overnight
- There is a change to the estimated mileage that the car will cover under this policy
- The car is or will be:
  - Changed from the manufacturer's original specification. This would include:
    - Changes to the bodywork, such as spoilers or body kits
    - Changes to suspension or brakes
    - Cosmetic changes such as alloy wheels
    - Changes affecting performance such as changes to the engine management system or exhaust system
    - Changes to the audio/entertainment systemPlease be aware that this is not a full list of all possible changes, all changes made from the manufacturers standard specification must be disclosed.
  - 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 a car 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.

Due to the short term nature of this policy, all cover under this policy will stop from the date of any change, without any refund in premium.

# Making a claim

## **If the car is involved in an accident or has been damaged or stolen, here's what to do.**

We hope you'll find our service fast, efficient and friendly.

Call **0345 122 3018** (or +44 23 8062 1982 if you are phoning from outside the United Kingdom) as soon as possible. You can do this at any time of the day.

### **You will need to tell us:**

- your policy number or the number shown on your certificate of motor insurance;
- your personal details;
- the driver's personal details, if you were not driving the car; and
- full details of what happened, including the details of any other people or vehicles involved and any witnesses' names and addresses.

We will validate your claim and discuss with you how your claim will be progressed.

### **Getting the car repaired**

If the car needs to be repaired, we have a network of approved repairers across the United Kingdom who can arrange to start work on the damaged car as soon as possible. Simply call the claims helpline and we will contact the nearest repairer to you. You do not need to get estimates for the repair because we already have agreements in place with our repairers.

We can arrange to collect the car from your home and return it to you once it has been repaired. When the car has been repaired, you will need to pay the repairer the excess and any contribution that may apply.

We have chosen repairers carefully to make sure you receive the highest standard of repairs and service.

All parts used to repair the car come with a guarantee. All workmanship is guaranteed for as long as the current owner continues to own the car.

If you want, you can arrange for a repairer you choose to carry out the repairs. If you want to do this, you must send us a detailed repair estimate and full details of the accident before your repairer starts any work.

## **If the car is a total loss**

If:

- the car cannot be repaired;
- the cost of the repair is more than the market value of the car and its accessories; or
- the car is stolen and not found;

we will call it a total loss and it will become our property. You must send us its registration document (V5 or V5C).

If it is possible to do so, we will immediately move the car to a place it can be stored, so please make sure you remove all your belongings from the car.

For reasons of safety and to prevent fraud, insurers actively discourage policyholders keeping a vehicle that has been declared a total loss, and future insurance on these vehicles may not be available.

### **Documents you must send us to claim for a total loss**

Before we can deal with your claim, you must send us:

- the vehicle registration document (V5 or V5C);
- details of any money you still owe for the car; and
- any other documents you may want us to take into account when valuing the car (such as the car's service history).

Please send the documents to us direct so we can pay your claim as soon as possible.

We will contact you to agree the market value of the car.

From this value we will take off the amount of:

- any excess;
- any money you owe; and
- any premium you have not yet paid. You must still pay the full premium because we have met all our responsibilities to you under the policy.

## **If the car is stolen**

If the car is stolen and is found, but it has been damaged, we will either repair it or treat it as a total loss as described above.

If the car is not found we will treat it as a total loss.

We place all claims for a total loss on a register shared by a range of insurance companies. This is to protect us against fraud.

## **Personalised number plates**

If the car is stolen and not found, or declared a total loss, you should contact the Driver and Vehicle Licensing Authority (DVLA) as soon as possible to transfer your number plate to a replacement car.

If you fail to do this, we may not be able to pay your claim as quickly as we normally would.

## **Claiming for 'uninsured losses'**

When you make a claim, any costs which are not included under your policy (such as your policy excess) are known as 'uninsured losses'.

If you have an accident and it is not your fault, you may be able to claim these costs back from the other driver.

Before you contact the other driver or their insurers direct you must tell us that this is what you plan to do.

You may have separate insurance that pays the costs of claiming for your uninsured losses. Please check your policy documents.

# Privacy Notice

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

**We** are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share, transfer and store **your** information. **Your** insurance adviser will have their own uses for **your** personal data. Please ask **your** insurance adviser if **you** would like more information about how they use **your** personal information.

## Collecting your information

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

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

## Using your information

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

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

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

## Sharing your information

**We** share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **us** or on **our** behalf or where **we**

provide services in partnership with them; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes. Unless required to by law, **we** would never share **your** personal data without the appropriate care and necessary safeguards being in place.

## Keeping your information

**We** will only keep **your** information for as long as is necessary to provide **our** products and services to **you** and/or to fulfil **our** legal, regulatory, tax and accounting obligations. **We** also keep **your** information for several years after the expiry of **your** policy in order to respond to any queries or concerns that may be raised at a later date with respect to the policy or handling of a claim. Please refer to **our** full Privacy Policy for more information.

## Use and storage of your information overseas

**Your** information may be transferred to, stored and processed outside of the United Kingdom (UK). **We** or **our** service providers may use cloud based computer systems (ie network of remote servers hosted on the internet which process and store **your** information) to which foreign law enforcement agencies may have the power to access. However, **we** will not transfer **your** information outside the UK unless it is to a country which is considered to have sound data protection laws or **we** have taken all reasonable steps to ensure the third party has suitable standards in place to protect **your** information.

## Your rights

**You** have a number of rights in relation to the information **we** hold about **you**, including: asking for access to and a copy of **your** personal information, objecting to the use of **your** personal information or to an automated decision including profiling, asking **us** to correct, delete or restrict the use of **your** personal information, withdrawing any previously provided permission for the use of **your** personal information and complaining to the Information Commissioner's Office at any time if **you** object to the way **we** use **your** personal information. Please refer to **our** full Privacy Policy for more information.

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

# How to make a complaint

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

If we can't, then we'll:

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

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

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

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

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

Our address:  
Customer Services Adviser  
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**.

# What to do if you have an accident

If you are involved in an accident or the car is stolen, call **0345 122 3018** (or +44 23 8062 1982 if you are phoning from outside the United Kingdom). Lines are open 24 hours a day.

The following guidelines will help us to help you with your claim.

## 1 Stop the car if you:

- Have an accident with another vehicle;
- hit a pedestrian;
- hit certain animals (for example, farm animals or dogs); or
- hit another person's property.

It is against the law to drive away.

## 2 Exchange all details

Make sure you get:

- the names, phone numbers and addresses of everyone involved (including any witnesses);
- the details of their insurance companies (including names and policy numbers if the people know them); and
- the registration numbers of the cars involved.

## 3 Show your certificate of motor insurance

- If someone is injured in the accident, you must show your certificate of motor insurance to anyone who has a good reason for asking to see it.
- You must also tell the police within 24 hours of the incident, and also show them your certificate of motor insurance.

## 4 Do not admit the accident was your fault or offer any payment

Accidents are stressful, but it is essential that you do not:

- admit you are to blame; or
- offer to pay anything;

as it could be difficult for us to manage your claim and may also affect your rights.

Please tell us if any other person admits the accident was their fault.

## 5 Write down all the facts

Write down all the facts of the accident as soon as possible, no matter how trivial the fact may seem at the time – these facts may help us prove your case.

- If possible, take a photo of the scene.
- If you do not have a camera, draw a diagram of the scene. Show as much detail as you can – for example, the position of all the cars involved (before and after the accident), road names, road signs and markings, the width of the road, skid marks, where the witnesses were, and anything that was blocking your and other people's views.
- Write down what the weather was like, including whether it affected visibility (for example, fog) and the condition of the road.
- If anyone is injured, write down their name and their injury.

## 6 Letters and documents

You must send us all letters and documents you receive to do with the accident. Do not answer them yourself. Do not try to deal with any claim unless we have agreed this with you.

## 7 Theft

If the car or its contents are stolen, you must report it to the police as soon as possible.

## 8 Note

It will help speed up your claim if you have all your documents to hand when you make your claim, such as your:

- driving licence;
- vehicle registration document (V5 or V5C).

We will then guide you through the claims process.

To make a claim, phone **0345 122 3018**, (or +44 23 8062 1982 if you are phoning from outside the United Kingdom).

It is important that you only use these numbers to claim.

### 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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