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# Ageas Van Insurance Policy Book

Including optional cover

Keep this policy booklet in a safe place



Van  
insurance

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# Important contact information

## For van insurance claims only

Calling from the UK

**0345 125 2450**

Calling from abroad

**+44 1242 715929**

## For windscreen and window glass claims

**0345 165 0581**

24 hours a day - 365 days a year

## Want to make a change or contact us regarding a change?

If you wish to make changes to or amend your cover, you can do this free of administration charges via your online account at [my.ageas.co.uk](http://my.ageas.co.uk).

Your online account is easy to use and provides you with all the necessary information including how to contact us should you need to.

Alternatively you can call us on:

**0345 165 5751**

Any changes made to your policy may result in a change to your premium and/or excess and there may be an administration charge. You can make changes to your policy online 24/7 free of any administration charge.

Need to make a claim?



**0345 125 2450**

Please save this number to your mobile phone

# Welcome

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Thanks for buying a van insurance policy with Ageas. We're one of the UK's largest insurers, protecting millions of people and businesses across the country – so you can have peace of mind that you're in safe hands.

This policy document – along with two documents called your Statement of Fact and Certificate of Motor Insurance make up your agreement with us. The agreement is based on the information that you provided when you applied for the policy, so it's important that this is correct.

The policy document, Statement of Fact and Certificate of Motor Insurance tell you what is and isn't covered. We've tried to make it as clear as possible when your policy will cover you and when it won't. If anything's not clear to you, or is incorrect, please let us know.

It's important that you understand who 'we' are, so that you know who to contact about your policy or if you need to make a claim. When we use the words 'Ageas', 'we', 'our' or 'us' we mean Ageas, which is a trading name of Ageas Retail Limited and its sister company Ageas Insurance Limited. Each company has a different purpose and is here to help you in different ways:

Ageas Retail Limited – we sold you the policy and are here to help you manage it. We should therefore be your point of contact regarding anything to do with your policy, such as making changes, renewal or cancellation.

Ageas Insurance Limited – Underwriters of your insurance policy and also your point of contact in the event of a claim.

If you're ever not sure who to contact, don't worry, as we will provide the relevant contact details as we guide you through each part of the policy. You can also find out more about us in your Terms of Business Agreement (TOBA) or on our website [www.ageas.co.uk](http://www.ageas.co.uk)

Hopefully, you'll never need us. But if you do need to make a claim, we promise to deal with it as quickly as possible, leaving you with one less thing to worry about.

Thanks again for choosing Ageas.

**Your Ageas Team**

# Your policy in a nutshell

We've designed our van insurance policy to cover you against the unexpected. Like all insurance policies, there are limits to what we will and won't cover – and you can find all the details in the later sections of this document.

Just to be clear, the incident must happen during the time your vehicle is covered by us.

## **The most common reasons people claim on their insurance policy are:**

- They've been involved in an accident.
- Their windscreen has been damaged.
- Their vehicle has been stolen.

## **Common things people try to claim for, which aren't covered are:**

- Their vehicle was stolen while the keys were left in their vehicle or it was left unlocked.
- Their vehicle breaks down due to an electrical or mechanical fault.

## **If your vehicle has been modified**

You must tell us if your vehicle has been modified. If you have not told us, the policy may be cancelled, which may result in your claim not being paid.

# Making sense of your policy

We've tried to make this document easy to navigate and understand. But there may still be a handful of words and phrases that you may not be familiar with. Some words also have a technical meaning – so while they may sound straightforward, they have a specific meaning when we mention them in your policy.

Wherever possible, we've defined key words and phrases at the point where we mention them – but there are a few that come up regularly, so it's worth familiarising yourself with these before you read on.

As explained in the welcome note, don't worry if you are unsure who to contact, we will provide the relevant contact details as we guide you through each part of the policy. You can also find out more about us in your Terms of Business Agreement or on our website [www.ageas.co.uk](http://www.ageas.co.uk)

## Certificate of Motor Insurance

This is a document that you'll be sent after you've bought your policy. It shows which vehicle is covered, who is allowed to drive your vehicle, and what your vehicle can be used for. It also shows the start and end dates of your cover.

## Statement of Fact

This is a document that you'll have been sent when you set up your policy. It contains all the specific details of your policy, such as the level of cover you have, the maximum claim limits, excesses, endorsements and the dates when the policy starts and ends. It will also include the details of your vehicle along with details of the people who are insured to drive it. We will issue you a new Statement of Fact each time you renew your policy or if your policy is changed.

## Your vehicle

When we use the term 'your vehicle' we mean any vehicle that's covered under this policy. This includes any equipment in your vehicle (such as sat navs, accessories, spare parts), fitted as standard by your vehicle manufacturer or an approved dealer and, if your vehicle is electric, this also includes your charging cables and the charger installed at your home

## You or your

Where we use the words 'you' or 'your' – we're talking about the policyholder named on the Statement of Fact.

## Endorsements

Endorsements are additional terms that apply to your individual policy.

You'll find details of them on your Statement of Fact, which will have been sent to you when you took out your policy.

So, for example, if you have an additional security device fitted to your vehicle, we may agree to lower your premium, but we'll also add some extra terms to your policy.

These terms are your endorsement. In this example, your endorsement may say that we won't cover you if your vehicle was stolen and you didn't have the security device switched on at the time.

## Revenue Weight

As it is shown on your UK registration (V5c) certificate. We will cover vehicles up to 3.5 tonnes revenue weight.

## Dangerous or Hazardous goods

Any substance within the United Nations Hazard Classes (including any sub division) such as Explosives, Gases, Flammable Liquids, Flammable Solids, Oxidizing Substances, Toxic and Infectious Substances, Radioactive Material, Corrosives.

## Excess

This is the amount that you'll have to pay towards any claim you make. There are different excesses for different parts of your policy – and you'll find the details of these in your Statement of Fact. You also need to remember that sometimes more than one excess will apply, and we will add them together.

## Market Value

The cost of replacing your vehicle, with one that is of similar make, model, year, mileage and condition. We base this on market prices at the time of the loss.

Finally this policy is between you and us; it is not our intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else the right to enforce this policy. English Law will apply to this policy unless you live in Scotland, Northern Ireland and the Isle of Man, in which case the law where you live will apply. We will communicate with you in English.

## Your obligations to us

- 1 You must pay your premium, or have agreed to pay via instalments in order to make a claim under this policy.
- 2 You need to make sure that your vehicle is roadworthy and safe to drive at all times. You must protect your vehicle and its accessories from being stolen or damaged. If you don't look after your vehicle and ensure that it has a valid MOT (if required), we may not be able to pay your claim or limit what they pay out.
- 3 You need to ensure that all your personal possessions are placed out of sight and your vehicle is locked at all times when unattended.
- 4 You must use your vehicle's equipment in accordance with the manufacturers' instructions, such as tow bars.
- 5 Sometimes we are able to recover costs for a claim from another party, or we may need to defend a claim in court. If we do this, you or any other person covered must provide any documents or information that they request.

## Always tell the truth

It's really important that you're honest with us when you're buying a policy, updating the policy or making a claim. Providing wrong or misleading information that you know could either help you gain financially, or cause us to suffer a financial loss, is fraud and pushes up the cost of insurance for all customers.

If we do find that you have defrauded us to obtain or change a policy, we may void the policy and you may not get a refund. This means that we would treat the policy as though it had never been issued. If you have carelessly provided misleading information we may leave your policy in place but only pay part of any claim you make. If you commit fraud when making a claim we may refuse to pay the claim or make you repay any money we have already paid out in claims. For more details please see page 23.

## Period of insurance

The length of time that this policy applies for. This is shown in the statement of fact.

## Geographical limits

United Kingdom (England, Wales, Scotland, Northern Ireland), the Channel Islands and the Isle of Man (and, if you are a permanent resident of Northern Ireland, the Republic of Ireland) and while the vehicle is being transported between any of these countries.

We will also tell other insurers and anti-fraud databases, which could affect your ability to get access to insurance and other financial services in the future. We may also let the police know, who may choose to bring charges against you that could ultimately result in a prosecution. So please do make sure that you're always honest with us, so that we can pay claims you make, and keep the cost of our insurance down for all our customers.



## CheatLine

The Insurance Fraud Bureau's Cheatline is independent to us and is a free and confidential way for anyone to report insurance fraud.

Each month, around 500 reports are received by the IFB, via either the free-phone number, which is powered by Crimestoppers, or through the online form.

Information submitted to the Cheatline complements the wide array of data from the insurance industry and other agencies, giving us a unique insight into organised insurance fraud in the UK. Together, this information helps us identify fraudsters and work with others to bring them to justice, as well as help insurers avoid having to pay out fraudulent claims.

**0800 422 0421**

[insurancefraudbureau.org/cheatline](http://insurancefraudbureau.org/cheatline)

# Step by step guide to making a claim

1

## Before you contact us

If your vehicle has been involved in an accident, make sure you take down the registration number of any other vehicles involved, as well as the contact details of any other drivers and any witnesses.

If you have any video footage of the accident (such as dashcam footage) or photos of the damage, please send these to us as it may help us deal with your claim quicker.

Please try not to admit fault at the scene of an accident.

If your vehicle has been stolen, something's been stolen from it, or it has been vandalised, you should start by calling the police. You need to make sure you get a crime reference number.

Finally, you mustn't negotiate or settle any claims made against you.

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## Call the claims helpline

If you've been involved in an accident, or your vehicle has been damaged or stolen, call us on:

**0345 125 2450**

(or **+44 1242 715 929** if you're calling from abroad).

If you have comprehensive cover and you're calling to make a claim for damage to your windscreen or glass, call the glass helpline on:

**0345 165 0581**

(or **+44 0800 800 8000** if you're calling from abroad).

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## How we will handle your claim

After an incident, if you have cover for the damage, we will decide if your vehicle can be repaired. You will then need to decide whether you want us to arrange the repairs for you, or whether you want to arrange it yourself. We may choose to pay you a cash amount equal to the repair.

# Step by step guide to making a claim (cont.)

## If your vehicle is being repaired

Using our approved garage	Using your own garage
If your vehicle's not safe to drive, we will arrange for it to be collected from the scene of the incident.	If your vehicle's not safe to drive, you may have to arrange for it to be collected from the scene of the incident.
We will arrange for your vehicle to be securely stored if it can't be taken to a garage straight away.	If a garage can't take your vehicle straight away, you may have to arrange for it to be stored.
If your vehicle is safe to drive, we will arrange for it to be collected at a convenient time to carry out the repair.	If your vehicle is safe to drive, you may have to arrange collection from home with your own garage.
Your insurer will agree the costs of the repairs with an approved garage.	You will have to send us estimates for the cost of repairs, and your insurer will need to agree this before the work starts.
If you have comprehensive cover we will get you a courtesy vehicle on the next working day after we have agreed to repair your vehicle. We will let you keep it for 7 days or until the repair is complete (whichever is shorter).	We won't give you a courtesy vehicle while your vehicle is in the garage.
When the repairs are finished, your insurer will deliver your vehicle back to you.	You may have to arrange for your vehicle to be returned to you once the repairs are complete.
Our approved garages may use recycled parts as well as new parts which are not supplied by the manufacturer. All parts used to repair your vehicle come with a guarantee. All workmanship is guaranteed for as long as you continue to own your vehicle.	We won't guarantee the repair work.
	You may have to pay an additional excess.

### When we can get you a courtesy vehicle

If you have comprehensive cover and your vehicle is being repaired by one of our approved garages in the UK then we will offer you a courtesy vehicle for 7 days or until the repairs are complete (whichever is shorter). But we won't offer this if your vehicle has been stolen and unrecovered, or if your insurer has decided not to repair your vehicle, or if you have taken it to a garage of your choice.

The courtesy vehicle will be a car-derived style van where your vehicle was a light goods vehicle that weighs up to 1.8 tonnes revenue weight. If you had a larger vehicle (between 1.8 and 3.5 tonnes revenue weight) we will supply a panel van as your courtesy vehicle. We can't supply any specialist vehicles such as tippers or dropside vehicles.

# Step by step guide to making a claim (cont.)

## If your vehicle isn't being repaired

(Applies to fully comprehensive and Third Party, Fire and Theft policies only).

If we won't repair your vehicle, but have accepted your claim, we will assess its market value. We will calculate the market value by looking at what the cost would be to replace your vehicle with one of a similar age, type and mileage. We will also take into account the condition of your vehicle just before the incident.

If there is any outstanding loan, lease or contract hire agreement on your vehicle, we will pay the finance, leasing or contract company. Should our settlement be less than the amount you owe, then the loan, leasing or Contract Company may contact you for the shortfall. Please note that if you have paid you premium by instalments we may subtract any outstanding premium owed to us when settling this type of claim.

Once we've paid the claim, your vehicle will belong to us. If you have a private registration plate, please let us know.

If you bought your vehicle new and it is less than a year old and the mileage at the time of purchase was less than 250 miles – we will arrange to get you a new one of the same make, model and specification if you want them to. If the same vehicle is not available, we will ask you to supply your purchase invoice and give you the amount you paid for your vehicle when you bought it. We will always do this if the repair costs are more than 60% of replacing with a new identical one and they have permission from anyone with a financial interest in the vehicle.

## What is an excess and how does it work?

This is the amount that you'll have to pay towards any claim you make. For example, if we agree to settle your claim for £1,000 and you have an excess of £100 on your policy – we would pay you £900.

If we are repairing the vehicle, you may have to pay the £100 excess directly to the garage. There are different excesses for different parts of your policy – and you'll find the details of these in your Statement of Fact. You also need to remember that sometimes more than one excess will apply and we will add them together. For example, if the policy has an accidental damage excess of £100 and a young driver excess of £150, a young driver making an accidental damage claim would have to pay £250.

Just to be clear, you only pay an excess when you are claiming for loss or damage to your vehicle.

## Acting on your behalf

If someone takes legal action against you, or anyone else named on this policy after an accident involving your vehicle, you need to let us know. We may carry out the defence on your behalf, including representing you in court.

# What your policy doesn't cover

There are some circumstances where your policy won't pay out. You'll see a detailed list of what is and isn't covered in the later sections of this policy. But there are some things we won't cover you for regardless of the circumstances. We've laid these out below.

- 1** We won't pay for general wear and tear to your vehicle, or any damage that happens gradually.
- 2** We will not pay claims where another insurance policy already covers the same claim.
- 3** We won't pay for failures of your vehicle's equipment, electrics or mechanics if they don't work – for example, if your sunroof, hood mechanism, bonnet or electric windows won't open or close.
- 4** We won't pay claims which happen when your vehicle is being driven by someone who is not insured to drive under this policy and shown on the certificate. Even with your permission.
- 5** We won't pay claims if you allow someone to drive your vehicle who you know doesn't hold a valid driving licence or who doesn't meet all the conditions of their licence.
- 6** We won't pay claims if your vehicle is being used for racing, time trials or is driven on any kind of racetrack – including the Nürburgring in Germany.
- 7** We won't pay claims if you, or anyone allowed to drive under this policy drives recklessly, or without due care and attention and deliberately causes any loss or damage to your vehicle.
- 8** We won't pay claims if you allow your vehicle to be used for anything to do with crime which results in a criminal conviction.
- 9** We won't pay claims that are the result of war or Terrorism. Terrorism is defined as per the UK Terrorism Act 2000 or if outside of the UK an equivalent legislation. If no equivalent legislation is in place then as per the UK Terrorism Act 2000.
- 10** We won't pay claims that have been caused by ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste.
- 11** We won't pay claims that are the result of you, or anyone allowed to drive under this policy driving your vehicle anywhere that the public are not permitted, such as airfields or military sites.
- 12** We won't provide cover when the vehicle is being driven by someone named in the Certificate of Motor Insurance if the driver is convicted of driving whilst under the influence of alcohol or drugs. Where we are required to make payments in these circumstances, we can recover these from you
- 13** We won't provide cover for any person driving at the time who is given a driving ban as a result of the incident.
- 14** We won't pay claims if you use your vehicle for any other purpose that is not listed on your certificate of motor insurance, such as using your vehicle as a taxi.
- 15** We won't pay claims caused by you or anyone else not using your vehicle's equipment, such as tow bars, in the way your vehicle or accessory manufacturer tells you to, or it has been used in an unsafe way or not for its intended purpose.
- 16** We will only cover equipment and modifications on and in your vehicle, if fitted by your vehicle manufacturer or an approved dealer. If you fit new equipment to your vehicle, or make a modification which is not on your manufacturer's list, your insurer won't cover you for the cost, unless you have told us about the equipment or modification and your insurer has accepted it.
- 17** We won't cover your uninsured losses, such as your excesses. These excesses are shown in your Statement of Fact.
- 18** We won't cover you or other drivers named on this policy to drive any other vehicle other than that shown on your certificate of motor insurance.

# What your policy does and doesn't cover

## **Cover types**

The type of cover you have selected applicable policy sections will be displayed in your statement of fact.

Please read through this explanation of the different levels of cover we offer to ensure that the level of cover you have selected meets your needs.

### **Comprehensive -**

This is the highest level of cover we offer which comes with a range of benefits including covering your vehicle for accidental damage even if the damage is your fault.

You will be covered under all sections A, B C, D, E, F, G, H and I

### **Third Party Fire and Theft -**

As well as covering you against liabilities to third parties, this level of cover also covers your vehicle if it was damaged by fire or if it was stolen as per the policy wording.

You will only be covered under sections B, G and H

### **Third Party Only -**

This is the minimum level of cover that the law requires for you to drive your vehicle. This does not provide cover if your own vehicle is damaged but will cover other people if you were to injure them or damage their property.

You will only be covered under sections G and H

# What your policy does and doesn't cover (cont)

## Section A: Damage

### What's covered

We will pay a claim for your vehicle if it is damaged in the UK, Channel Islands or Isle of Man. For cover available in Europe, please see section H.

We will also pay claims to repair or replace your vehicle stereo or sat nav if damaged. Cover is unlimited if fitted by your vehicle's manufacturer or an approved dealer. If it hasn't, but is permanently fitted we will only pay up to the value shown in your Statement of Fact.

If your vehicle can't be driven after it has been damaged, your insurer can help you and your passengers get to your home or any other planned destination within the UK – as long as we have accepted the claim. Or, if you can't complete your journey until the next day, we will pay for overnight accommodation up to the limits shown in your statement of fact.

There's a limit to how much we will pay for transport from the scene of an accident. Please find these limits within your Statement of Fact.

If you accidentally put the wrong type or grade of fuel into your vehicle's fuel tank we will provide cover for:

- Any damage to your vehicle's engine, if it's proven that the damage is a direct result of accidental misfueling.
- The cost to drain the fuel tank and flush the vehicle's fuel system.

## Section B: Fire & Theft

### What's covered

We will pay your claim if Your vehicle is stolen or damaged by fire or attempted theft in the UK, Channel Islands or Isle of Man. For cover available in Europe, please see section H.

We will also pay claims to repair or replace your vehicle stereo or sat nav if stolen or damaged by fire or attempted theft. Cover is unlimited if fitted by your vehicle's manufacturer or an approved dealer. If it hasn't, but is permanently fitted we will only pay up to the value shown in your Statement of Fact.

### What's not covered under sections A&B

Your insurer won't pay for any claims or damage due to the following:

- If your vehicle is stolen or damaged because it was left open or unlocked.
- If your vehicle is stolen or damaged because you didn't take care of your vehicle keys or any other device used to unlock your vehicle.
- Tyre damage sustained during normal use of your vehicle, such as punctures or bursts.
- Damage to your vehicle stereo or sat nav if it is not permanently fitted to your vehicle.
- Loss in value if your vehicle is worth less after being stolen or repaired.
- Damage caused by you carelessly allowing someone to deceive you. For example, if you allow someone to test drive Your vehicle unaccompanied and they steal it, we wouldn't pay the claim.
- Loss or damage to the vehicle caused by a member of your immediate family, or a person living in your home or known to you taking the vehicle without permission unless you report the person to the Police for taking the vehicle without your permission and assist the Police in prosecution. This includes your partner, your boyfriend or girlfriend, your children (including step and foster children) and domestic staff in your employment or anyone who normally lives with you.
- If your vehicle is confiscated or destroyed under order of the police or any other authority.
- Any costs associated with you being unable to use your vehicle, such as getting to and from work or the loss of earnings.
- The theft of any tools or other items left in the vehicle under this section.
- The cost of any fuel that is drained from the tank or replacement fuel to refill it.

Just to be clear, your insurer will never pay more than the market value of your vehicle.

# What your policy does and doesn't cover (cont.)

## Section C: Damaged windscreens and glass

What's covered	What's not covered
<p>We will pay for the repair or replacement of your vehicle's windscreen or window. And your insurer will also pay for any damage to your vehicle's bodywork caused by the broken glass.</p> <p>We won't use your vehicle's manufacturer glass, but we will use glass of a similar quality and standard.</p> <p>If you don't use our approved glass repairer, there's a separate limit for these types of claims. You'll find details of your excesses and limits on your Statement of Fact.</p> <p>A claim under this section of your policy won't affect your no claims discount.</p>	<p>We won't cover any costs associated with you being unable to use your vehicle, such as getting to and from work. It also won't cover any loss of earnings arising from these claims.</p> <p>Just to be clear, we will never pay more than the market value of your vehicle.</p>

Your vehicle's safety features
<p>Where possible we will try to repair windscreens at a place which is convenient for you. However, if your vehicle has a built in safety system, such as an advanced driver assistance system, this may need to be reset once a windscreen has been replaced. If this is the case, we will arrange for this to be carried out.</p>

# What your policy does and doesn't cover (cont.)

## Section D: Personal accident

What's covered	What's not covered												
<p>We will provide cover if you or your partner are accidentally killed or injured whilst travelling in any vehicle or whilst getting into or out of any vehicle.</p>	<p>We won't pay a claim for any person who was driving while above the legal limit for drugs or alcohol.</p>												
<p>To be clear we only cover the following specific injuries:</p>	<p>We won't pay a claim for any person who is not wearing a seat belt when they are required to by law.</p>												
<table border="1" data-bbox="111 446 542 1025"> <tbody> <tr> <td data-bbox="111 446 542 493">Death</td><td data-bbox="447 446 542 493">£5,000</td></tr> <tr> <td data-bbox="111 493 542 565">Total and permanent loss of sight in both eyes</td><td data-bbox="447 493 542 565">£5,000</td></tr> <tr> <td data-bbox="111 565 542 700">Total and permanent loss (at or above the wrist or ankle) of both hands or both feet, or one hand together with one foot</td><td data-bbox="447 565 542 700">£5,000</td></tr> <tr> <td data-bbox="111 700 542 874">Total and permanent loss (at or above the wrist or ankle) of one hand or one foot, together with the total and permanent loss of sight in one eye</td><td data-bbox="447 700 542 874">£5,000</td></tr> <tr> <td data-bbox="111 874 542 962">Total and permanent loss (at or above the wrist or ankle) of one hand or one foot</td><td data-bbox="447 874 542 962">£3,000</td></tr> <tr> <td data-bbox="111 962 542 1025">Total and permanent loss of sight in one eye</td><td data-bbox="447 962 542 1025">£3,000</td></tr> </tbody> </table>	Death	£5,000	Total and permanent loss of sight in both eyes	£5,000	Total and permanent loss (at or above the wrist or ankle) of both hands or both feet, or one hand together with one foot	£5,000	Total and permanent loss (at or above the wrist or ankle) of one hand or one foot, together with the total and permanent loss of sight in one eye	£5,000	Total and permanent loss (at or above the wrist or ankle) of one hand or one foot	£3,000	Total and permanent loss of sight in one eye	£3,000	<p>There is no cover for death or injury caused by suicide or attempted suicide.</p> <p>The most your insurer will pay for one accident is £10,000 and the most your insurer will pay to any one person is £5,000 for one accident.</p>
Death	£5,000												
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Total and permanent loss of sight in one eye	£3,000												
<p>The direct cause of death or injury must have been an accident that happened in the UK, Isle of Man or Channel Islands.</p> <p>The death or injury must also happen within three months of the accident.</p> <p>By partner, we mean someone you're in a personal relationship with – such as your husband, civil partner or wife, and not a business partner.</p>	<p>Finally, we won't pay out under this section if the policy is held in the name of a company or other organisation.</p>												

# What your policy does and doesn't cover (cont.)

## Section E: Medical Expenses

What's covered	What's not covered
<p>We will provide cover if you or anyone in the vehicle is injured in an accident involving the vehicle, we will pay up to the value shown in your Statement of fact in medical expenses for each injured person.</p>	<p>We won't pay any more than this limit.</p> <p>We would need evidence of the expense you incurred in writing in order to pay any claims.</p>

## Section F: Personal belongings

What's covered	What's not covered
<p>We will pay for any personal belongings in your vehicle that are lost or damaged if your vehicle is involved in an accident or fire – or if your vehicle is stolen or broken into, in the UK, Channel Islands or Isle of Man.</p> <p>There is a separate limit for claims under this section. Please see your Statement of Fact for this limit. Note that you might need to provide proof of purchase for items claimed under this section.</p>	<p>We won't cover your personal belongings if they are stolen or damaged because your vehicle was left open or unlocked. We also won't cover you if your belongings are stolen because you or anyone else on the policy didn't take care of your vehicle keys or other devices used to unlock your vehicle.</p> <p>We won't pay for loss or damage to anything that relates to a trade, business or profession. That means things such as tools, stock or office equipment.</p> <p>And we won't cover money, tickets, gift cards, vouchers or any portable electronic devices, such as mobile phones.</p>

# What your policy does and doesn't cover (cont.)

## Section G: Claims against you or others named on the policy

What's covered	What's not covered
<p>If someone dies or is injured in a road traffic accident caused by or arising out of you using your vehicle in the UK, Channel Islands or Isle of Man, we will cover you for any amount that you're legally obliged to pay in relation to their injury or death.</p>	<p>Any amount we have not agreed in writing.</p>
<p>We will also cover you for any amount (up to the agreed limits) you're legally obliged to pay due to someone else's property being damaged.</p>	<p>We won't cover any damage to property which is owned by, or is in the care of the person who is claiming under this section – including any vehicle, trailer or caravan.</p>
<p>This section of your insurance policy will also cover other people driving Your vehicle if you have given them permission, but only if your certificate of motor insurance says they are allowed to drive it.</p>	<p>We won't pay any claims when your vehicle is being used to carry dangerous or hazardous goods.</p>
<p>We will also provide this cover for anyone getting into or out of Your vehicle.</p>	<p>Death of (or injury to) any of your employees or anyone that works with you whilst they are at work, even if the death or injury is caused by anyone named on the Certificate of motor insurance, if insurance cover is provided as a requirement of any compulsory Employers Liability legislation.</p>
<p>We will also provide cover for anyone using (but not driving) your vehicle with your permission, for social, domestic or pleasure purposes.</p>	<p>If a claim is made under this section for loss or damage to property, we won't pay any more than the amount shown on your Statement of Fact.</p>
	<p>Finally, we won't pay for damage caused by pollution or a contamination incident.</p>

Regardless of all of the exclusions under this section, we will provide the minimum cover needed under compulsory motor insurance legislation.

# What your policy does and doesn't cover (cont.)

## Section H: Using your vehicle abroad

What's covered	What's not covered
<p>If you or anyone else named on the policy drives your vehicle within the European Union, you'll be covered for any amount you're legally obliged to pay to someone else because of an accident.</p> <p>In addition we will cover you for a total of 90 days under the sections of this policy that are shown on your Statement of Fact, even though you are not in the UK, Channel Islands or Isle of Man.</p> <p>We also extend this cover to a few countries outside of the European Union. You'll find a full list on your certificate of motor insurance.</p> <p>All of the things listed under the 'What's not covered' parts of your policy will still apply while you're driving abroad. For example, if you have comprehensive cover and your vehicle is damaged while you're overseas, we will treat you as if you're making a claim under Section A of this policy. The list of things we won't cover under Section A will apply.</p>	<p>We will only cover your vehicle outside of the UK, Channel Islands or Isle of Man when it is being used for social, domestic or pleasure. We won't cover it if you are using it for any work or business purposes.</p> <p>We will only accept claims made while using your vehicle abroad if we would have been accepted if the incident had happened in the UK, Channel Islands or Isle of Man. For example, if you have comprehensive cover and your vehicle is damaged while you're on holiday, we'd only cover you if it met our criteria in Section A of this policy.</p> <p>You must also have your permanent home within the UK to be covered.</p>

## Section I: Replacement locks and keys

What's covered	What's not covered
<p>If your vehicle's key, or any other device used to unlock your vehicle, is lost or stolen in the UK, Channel Islands or Isle of Man, we will pay for the cost of replacing these, as well as the cost of replacing any locks that they open. We will only do this if it's necessary to keep your vehicle safe.</p> <p>We will also cover the cost of protecting your vehicle and will pay for it to be taken to and from your address to be repaired if needed.</p> <p>There is a separate limit for replacement locks and keys after taking off the excess. You'll find details of your excesses and cover limits on your Statement of Fact.</p> <p>A claim under this section of your policy won't affect your no claims discount.</p>	<p>We won't cover any costs associated with you being unable to use your vehicle, such as getting to and from work. We also won't cover any loss of earnings arising from these claims.</p> <p>You won't be covered if the key or other device used to unlock your vehicle is left in the vehicle. We also can't cover you if the key or device used to unlock your vehicle is taken without your permission by a member of your immediate family or someone living in your home.</p> <p>Just to be clear, we will never pay more than the market value of your vehicle.</p>

# Other things you are covered for

## When your vehicle is in the garage being repaired

We expect that your garage will already cover you for this, but just in case they don't: we will provide cover whilst your vehicle is in the garage being repaired or during an MOT.

This cover only applies when your vehicle is being driven or worked on by the garage for the purpose of the repairs or during an MOT.

## No claim discount

If a claim has not been made since you bought or last renewed your insurance policy, We'll offer you a discount in your price for next year when it's time to renew.

If you have made a claim, your no claim discount may be reduced and/or your excess may increase. But this doesn't include claims for damaged glass, windscreens or locks.

We also won't reduce your discount if we manage to recoup all the costs of your claim from someone else – for example, from the insurance company of someone else involved in the accident.

Having a no claim discount will reduce the price that we offer you when it's time to renew your policy. However, the overall cost of your insurance may still increase and you may have to pay a higher excess.

## No claim discount protection

If you are eligible, this is a cover that you can request and pay a premium to protect your no claim discount.

This protection will mean you can keep your discount as long as you do not make more than two claims in any consecutive three year period.

After a second claim is made you won't be eligible to protect your no claims discount.

Check your Statement of Fact for details of your no claim information and whether you have this protection.

## Uninsured driver promise

If an uninsured driver hits your vehicle, and it's not your fault, we'll refund any excess paid and your no claim discount will be restored.

You'll need to give us the other vehicle's registration number and the details of the accident including the name of the driver, for us to do this.

## Proving your No Claims Discount

You must provide us with written confirmation of your entitlement to the number of years discount you told us you had within 14 days of purchase. If we do not hear from you or receive your proof we will send notification that we will cancel your policy and you will be charged an administration fee. Please refer to your Terms of Business agreement for details of fees and charges that apply.

# Things you'll need to tell us about

It's important you keep us up to date with changes that may affect your insurance policy. If any of the information that you gave us has changed, then you must let us know. If you don't, it could mean that your policy may no longer be valid and we may not pay your claim.

The kind of things that we need to hear about are:

A change to:

- The vehicle or a change in your vehicle's registration number.
- You or any of your named drivers names, for example if you get married.
- Your estimated annual mileage.
- Your address or a change to the place where you keep your vehicle overnight.
- Any modifications or additions to Your vehicle – such as changes to the bodywork, suspension, brakes or any changes that affect the performance of Your vehicle.
- Who drives your vehicle or who drives it the most.
- You or anyone else on this policy, who changes their job, takes a second job or changes how they use your vehicle.
- You or anyone else on this policy that drives your vehicle has their driving licence taken away or suspended.
- You or anyone else on this policy who drives Your vehicle has any new motoring convictions.
- You or any named driver on the statement of fact develops a health condition, which requires notification to the DVLA.

This list is not exhaustive, if you are unsure – let us know.

You must tell us about any of these changes straight away. Failure to tell us about these changes or any changes to the information detailed on your Statement of Fact or Certificate of Motor Insurance, could result in your policy being voided (as if the policy never existed) and your insurer may not pay your claim. Any changes made to your policy may result in a change to your premium and/or excess and there may be an administration charge. You can make changes to your policy online 24/7 at [my.ageas.co.uk](http://my.ageas.co.uk) free of any administration charge.

You can make changes to your policy online through your portal at any time – or contact us on **0345 165 5751** 8.30am – 8pm Monday to Friday and 8.30am – 4pm Saturday. If you chose to make your changes online – you won't have to pay any administration fee.

## Keeping to the terms of the policy

We will only pay claims if:

Any person claiming cover has met with all the terms of the policy, as far as they apply.

The declaration and information given on a price comparison site, on our website or during a telephone conversation (or shown in the Statement of Fact), is complete and correct as far as you know.

You or any driver named on your Statement of Fact informs the DVLA of health conditions, which require notification to the DVLA.

## Protection against Fraud and Misrepresentation

Fraud and misrepresentation have an impact on us and our customers, so we take certain measures to prevent them.

### Fraud

A person is committing fraud if they or anyone acting on their behalf knowingly:

- Make a fraudulent or false claim in full or in part:
  - by providing false information in order to influence your insurer to accept a claim;
  - by exaggerating the amount of the claim; or
  - by supplying false or invalid documents in support of a claim.

## Misrepresentation

We would class a deliberate or reckless misrepresentation as a person or anyone acting on their behalf knowingly, or without care:

- providing answers to questions which are dishonest, inaccurate or misleadingly incomplete, or
- misleading us or your insurer in any way for the purpose of obtaining insurance, or more favourable insurance terms, or a reduced premium.

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

If we find that a deliberate or reckless misrepresentation has been committed, we will have the right to:

Void your policy without refund (treat it as if it never existed) and refuse to pay any claim.

Cancel all policies which you have with us and apply the relevant fee for each.

If we find that any form of claims fraud has been committed we will have the right to:

Refuse to pay the whole of a claim if any part is in any way fraudulent, false or exaggerated.

Recover any costs incurred including investigation and legal costs.

Inform the police, which could result in prosecution.

Inform other organisations as well as anti-fraud databases.

# How your policy can be cancelled

## How you can cancel your policy

You can cancel your policy at any time. To do so please contact us by telephone on 0345 165 5751 or write to us at the following address:

Ageas  
Deansleigh House  
Deansleigh Road  
Bournemouth  
BH77DU

alternatively you can email us at [help@ageas.co.uk](mailto:help@ageas.co.uk)

If you cancel your policy you will choose whether this takes effect immediately or from a later date, but you cannot backdate the cancellation to an earlier date.

You will also be charged a fee when your policy is cancelled. For full details of all charges please refer to your Terms of Business Agreement.

How much money you get back or have to pay when you cancel your policy will depend on the reason for cancellation, how you pay for your policy, how long you've had it for and whether or not you've made a claim or may need to make a claim.

## Cancelling within the first 14 days

If you cancel your policy within 14 days of the purchase date or the date at which you receive your documents (if this is later) then:

If your policy has not started we'll refund your full premium, plus Insurance Premium Tax (IPT) where applicable, minus the relevant administration fee for cancellation.

If your policy has started, as long as you've not made a claim and nothing has happened which could lead to a claim, we'll refund you for the time left on the policy (plus IPT where applicable). We'll do this by working out the cost of your insurance per day, and then refund you for the days that you haven't yet used, minus the relevant administration fee for cancellation.

If you've made a claim or something has happened which could lead to a claim, no refund will be paid. If you pay for your insurance on a monthly basis, we'll also ask you to pay the remainder of the year's premiums.

## Cancelling after the first 14 days

After the initial 14 days, as long as you've not made a claim and nothing has happened which could lead to a claim, we'll refund you for the time left on the policy (plus IPT where applicable). We'll do this by working out the cost of your insurance per day, and then refund you for the days that you haven't yet used, minus the relevant fee.

If you've had a claim during the cover period, or something has happened which might lead you to make a claim, then you won't receive any refund. If you pay for your insurance on a monthly basis, we'll also ask you to pay the remainder of the year's premiums.

It's important to be aware that your policy won't be cancelled if you simply stop your direct debit.

## Our right to cancel or void your policy

We and your insurer have the right to cancel this policy at any time by giving you 7 days' notice in writing. We'll tell you the reason why. Reasons why we may decide to cancel your policy include, but won't be limited to:

- We're unable to take a payment from your nominated account due to insufficient funds or a Direct Debit instruction being cancelled.
- You made a mistake when providing us with the information shown on your Statement of Fact or this information has changed and we are no longer willing to cover you or you are refusing to pay the correct premium.
- You won't give us information that we ask for.
- You or someone representing you is abusive to our staff or anyone acting on our behalf.

If we cancel your policy, we will use the same method to calculate any refund and deduct the same fees as if you cancelled the policy yourself, however, there are some exceptions.

If you have withheld or given us wrong information because you didn't take care when communicating with us, we can decide to void your policy instead of cancelling it. Wherever we use the term void, we mean we'll treat your policy as though it had never existed. In these circumstances you would receive a full refund but we wouldn't have to pay any existing claims.

If we discover that you deliberately withheld or gave wrong information, or acted recklessly when communicating with us, we will void your policy and you would not receive a refund. We would also refuse to pay any claims and make you repay any money we have paid out for previous claims.

We also reserve the right not to invite you to renew your policy and/or to cancel any other policies you have with us and apply the relevant fee to each.

## If we cancel or void your policy because of fraud

It's really important that you're honest with us at all times. If we find that you or anyone acting on your behalf has committed fraud, your policy will be immediately cancelled or we will declare it void from the start.

If we cancel or void your policy because of fraud, you will not receive a refund and we will refuse to pay any fraudulent claims. Similarly, we will make you repay any money we've paid out for any claims since the date the fraud first occurred, even if they were not fraudulent.

To be clear, when we make you repay any money paid out for claims, we mean all claim payments including any investigation fees or legal costs.

# How your policy can be cancelled (cont.)

## 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. We'll try to resolve your complaint as quickly as we can.

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 us to report your complaint. You can do this by writing to us at the following address:

Customer Relations Team  
Deansleigh House  
Deansleigh Road  
Bournemouth  
Dorset  
BH7 7DU

Alternatively, if you've a complaint regarding your claim, write to us at the address shown below or email us through our website at:  
[www.ageas.co.uk/make-a-complaint](http://www.ageas.co.uk/make-a-complaint)  
(please include your policy number and claim number if appropriate).

Customer Services Adviser  
Ageas 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've the right to take your complaint onto the Financial Ombudsman Service but you must do so within six months of the date of our response.

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

You can find out more about how to complain to the Ombudsman online at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Alternatively, you can write to 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. If you choose to take a dispute to the courts, this contract is governed by English law, and you and We agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.

## Financial Services Compensation Scheme

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

In the very unlikely event that Ageas were 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.

# Your information and what we do with it – putting your mind at rest

Please be aware that all references to 'us', 'We' and 'our' in the following section (Your information and what We do with it) only, refer to:

- Ageas Insurance Limited (your insurer) – in relation to underwriting and claims handling activity
- Ageas Retail Limited (your Insurance Intermediary) – in relation to the marketing and profiling for pricing.

You trust us to look after your personal information when you buy our products and we know we have a responsibility to protect this information. The details provided here are a summary of how we collect, use, share, transfer and store your information.

For full details of our Privacy Notice, please go to [ageas.co.uk/privacypolicy](http://ageas.co.uk/privacypolicy) or contact our Data Protection

Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA or by emailing [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk).

## Collecting your information

We collect a variety of information about you, such as:

- Your name, address, contact details and date of birth.
- Information about what and/or who you want to insure, such as vehicle details, named drivers, travel details and companions.
- Your claims and credit history. Any criminal offences.
- Information about your use of our website such as your IP address which is a unique number identifying your computer.

- Special categories of personal information (previously known as 'sensitive personal information'), such as details regarding your health.

This information is necessary for us to be able to provide you with a quotation and/or policy.

We also use a number of different sources to collect this information from, including:

- You or someone connected with you, as well as publicly available sources of information like social media and networking.
- Third parties' databases that have been made available to the insurance industry, as well as where you have given your permission to share information with third parties like us.
- Price comparison websites, if you have used them to obtain a quotation for a policy.

## Using your information

We use your personal information and/or special categories of personal information to not only provide you with our products and services, but to better understand and predict your needs and preferences, so that we can continue to improve our products and services to give you insurance that is right for you. These uses include:

- Providing you with services relating to an insurance quotation or policy, for example:
  - Assessing your insurance application and arranging your insurance policy including checking databases showing no claims discount entitlement and driving licence records.

- Managing your insurance policy including claims handling and issuing policy 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.

- Where We believe We have a justifiable reason to do so, such as:
  - Keeping information about your current and past policies.
  - Preventing and detecting fraud, financial crime and money laundering.
  - Carrying out processes such as research and analysis which may include computerised processes that profile you.
  - Providing sales information to third parties (for example price comparison websites) so that we fulfil our legal obligations to them.
  - Recording and monitoring calls for training purposes.
  - Contacting you if you fail to complete an online quotation to see if we can offer you any help with this.
- Please note that if you have given us information about someone connected to you, you would have confirmed that you have their permission to do so.

## How we contact you about our products and services

We may contact you via post, email, SMS, telephone and/or digital methods like social media and online advertising; unless you have said you do not want us to, in order to let you know about our products and/or services which may relate to your general insurance needs.

To assist us with this, We may also use and/or share your information with carefully selected third party databases which, when combined with the information you have given us, helps us to know what products and/or services may be of interest to you. Where products or services are not similar or where we have not contacted you for some time since you last obtained a quotation, product or service from us, then we will ask your permission to contact you about these.

We may also use our carefully selected business partners to supply our promotional offers to you and manage those offers on our behalf.

Should you no longer want us to contact you about our other products and services, just let us know by either: writing to our Data Protection Officer at the address on the previous page or, calling us – 0345 165 0570.

Use of your personal information when using our websites and email communications

When you visit one of our websites we may collect information which includes your email and/or IP address. We may also use cookies and/or pixel tags on some pages of our website. Useful information about cookies, including how to remove them, can be found on our website.

## Sharing your information

We share your information with a number of different organisations such as:

- Other companies or brands within the Ageas group.
- Other insurers, business partners, agents or carefully selected third parties providing a service to us or on our behalf.
- Organisations that have a specific role laid out in law such as statutory

bodies, regulatory authorities and other authorised bodies or where We have a duty to or are permitted to disclose your personal information to them by law.

- Fraud prevention and credit reference agencies.
- Third parties we use to recover money you may owe us or to whom we may sell your debt.
- Other companies when we are trialling their products and services which we consider may improve our services to you or our business processes.

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

## Keeping your information

We will keep your information only for as long as is reasonably necessary to provide our products and services to you and to fulfil our legal and regulatory obligations. Please see our full privacy notice on our website for more details. Use and storage of your information overseas your information may be transferred to, stored and processed outside the European Economic Area (EEA). We or our service providers may use cloud based computer systems (i.e. 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 EEA 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 firm has suitable standards in place to protect your information.

## Dealing with others acting on your behalf

We will deal with individuals you nominate, including third parties we reasonably believe to be acting on your behalf providing they are able to answer our security questions. For your protection though, We will need to speak to you, your legal representative, someone that you have specifically given us permission to speak to or a power of attorney should you want to change your contact address or policy coverage or cancel your policy.

## 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.
- Asking us to correct, delete or restrict or you can object to the use of your personal information.
- Withdrawing any previously provided permission for us to use your personal information.
- Complaining to the Information Commissioner's Office at any time if you object to the way we use your personal information.

Please note that there are times when we will not be able to delete your information, such as where we have to fulfil our legal and regulatory obligations or where there is a minimum statutory period of time for which we have to keep your information. If this is the case, then we will let you know our reasons.

## Optional cover

Your Statement of Fact will show if you have selected any of the optional cover detailed in this section.

# Important contact information

For Legal Expenses claims ONLY  
**0345 165 5756**

For Excess Protection claims ONLY  
**0345 165 0569**

For Replacement Vehicle claims ONLY  
**0345 165 0569**

This Optional Cover section will tell you all you need to know about the following Ageas Van Insurance Optional Cover policies:

- Legal Expenses cover
- Excess Protection cover
- Replacement Van cover

It also explains clearly and simply how to make a claim, should you ever need to. It's worth taking the time to read it, so you know exactly what you are covered for. Then put it somewhere safe, along with your Home Insurance policy documents, so you will know where it is should you need it. If there is anything you do not understand, please call us on 0345 165 0570 and we will be happy to help.

## How to use this Optional Cover section of your policy

**Part A** of this section contains general information relating to all Ageas van insurance Optional Cover policies (such as how to cancel or make a complaint).

**Part B** includes the specific terms and conditions relating to each individual Optional Cover policy.

**You should read Part B alongside the general information contained in Part A**, for full details on what you are and are not covered for and also your rights and obligations under these policies.

The Contents page will enable you to find information in this section that is relevant to you.

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# Part A – General information relating to all Optional Cover policies

## Words with Special meanings

Throughout Part A certain words have the same meaning wherever they appear and they are explained below:

**Claims Handler** – Ageas Retail Limited

**We, Us, Our** – Ageas, a trading name of Ageas Retail Limited

**You, Your** – The person(s) named on the certificate of insurance as the insured and any other people covered by Your Optional Cover policies, as determined by each individual policy wording.

**Your Insurer** – Ageas Retail Limited

**Please note** – Your Insurer for Legal Expenses Insurance is AmTrust Europe Limited and is managed and provided by Arc Legal Assistance (Claims Handler)

## How to Make a Complaint

### If your complaint concerns the service provided by Ageas.

If you are unhappy with the service that we have provided (including information or documentation issued to you), you should contact Ageas as follows:

#### In writing:

Customer Relations Manager  
Ageas  
Deansleigh House  
Deansleigh Road  
Bournemouth  
BH7 7DU

**Phone:** 0345 165 0570

**Email:** [customerrelations@ageas.co.uk](mailto:customerrelations@ageas.co.uk)

### If your complaint concerns the service provided by your insurer or claims handler

When you make a complaint about the service provided by insurer or claims

handler you should contact them as follows:

#### Legal Expenses

If your complaint concerns your Legal Expenses cover Please contact Arc Legal Assistance as follows:

#### In writing:

Arc Legal Assistance Limited  
PO Box 8921  
Colchester  
CO4 5YD

**Phone:** 01206 615000

**Email:** [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

### Excess Protection or Replacement Van

If your complaint concerns Excess Protection or Replacement Van cover, please contact your claims handler as follows:

#### In writing:

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

**Phone:** 0345 165 0564 (Excess Protection)

**Phone:** 0345 165 0569 (Replacement Van)

**Email:** [aslcomplaints@ageas.co.uk](mailto:aslcomplaints@ageas.co.uk)

Please include the following information in all emails - your name, address, policy number, claim number, date of insured incident, van registration number.

We/your insurer/claims handler/ Arc Legal Assistance will try to resolve your complaint by the end of the third working day and will send you a summary resolution letter. If unable to do this,

We/your insurer/Arc Legal Assistance will write to you within five working days to update you on the progress of your complaint and let you know who is dealing with the matter. Within eight weeks of receiving your complaint, you will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided.

You have the right to ask the Financial Ombudsman Service to review your complaint, free of charge, if for any reason you are still dissatisfied with either the summary resolution or final response letter, or if we/ your insurer/ claims handler/Arc Legal Assistance have not issued a final response within eight weeks from you first raising the complaint. However, you must do so within six months of the date of the summary resolution or final response letter.

#### **You can contact the Financial Ombudsman Service as follows:**

##### **In writing:**

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

**Phone:** 0800 023 4567 or 0300 123 9123

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

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

Please note that if you do not refer your complaint within the six months, the Ombudsman will not have the permission from us/ your insurer/ claims handler/ Arc Legal Assistance 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.

Following the above complaints procedure does not affect your right to take legal proceedings.

## **Financial Services Compensation Scheme**

We/your insurer/claims handler/ Arc Legal Assistance are covered by the independent Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event We/ your insurer/claims handler/Arc Legal Assistance cannot meet obligations to you. This depends on the type of insurance and circumstances of the claim. Further information is available from the Financial Services Compensation scheme. Their telephone number is 0800 678 1100 or 020 77414100. Alternatively more information can be found at [www.fscs.org.uk](http://www.fscs.org.uk).

#### **How to cancel your optional cover policy**

Within 14 days of starting this policy

You may cancel your policy 14 days from either the purchase date of the policy or the date you receive your policy documents, whichever is later. You can cancel by contacting us as follows:

##### **In writing:**

Ageas  
Deansleigh House  
Deansleigh Road  
Bournemouth  
BH7 7DU

**Phone:** 0345 165 0570

Providing a claim had not been made and no incidents have arisen that may give rise to a claim, a full refund of your premium will be provided. If there has been a claim or an incident has arisen that may give rise to a claim, no refund will be given and the annual premium must be paid in full.

#### **Cancellation after 14 days**

Cancellation can also take place at a later date. No refund will be provided.

We or your insurer may cancel your optional cover by giving you at least seven days written notice at your last known address. Valid reasons may include but are not limited to:

1. Fraud.
2. Non-payment of premium.
3. Threatening and abusive behaviour.
4. Non-compliance with policy terms and conditions.
5. We, you or your insurer cancel your underlying van insurance policy.

No refund will be provided if your policy is cancelled in this instance.

Your optional cover runs concurrently with your Ageas Van Insurance policy. If your van insurance policy is cancelled for any reason any optional cover will also be cancelled.

## Fraud, Misrepresentation or Mis-description

We/ your insurer will not pay any claim if it is in any respect dishonest or fraudulent.

A person is committing fraud if they knowingly:

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

If we/your insurer finds that fraud has been we/your insurer will have the right to:

- Void the policy and may not refund any premium
- Refuse to pay the whole of a claim if any part is in any way fraudulent, false or exaggerated
- Recover any cost incurred by Ageas/ Arc Legal Assistance/Inter Partner Assistance including investigating and legal costs
- Recover the cost of any previously paid claims
- Inform the police, which could result in prosecution
- Inform other organisations as well as anti-fraud Databases

## Privacy Notice

Please refer to page XX for further details on how your data will be collected, used, shared and stored.

## IPT

Insurance Premium Tax, also known as IPT, is an indirect tax levied by the government on all insurance premiums, and is included in the premium you pay.

## Authorisation

Legal Expenses is provided by Arc Legal Assistance Ltd and underwritten by AmTrust Europe Limited, Registered office; 10th Floor Market Square House, St James Street, Nottingham, NG1 6FG, Registered number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number; 202189. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk)

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct authority. Arc Legal's firm reference

number is 305958. This can be checked on the Financial Serviced Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768

Excess Protection and Replacement Van is underwritten by Ageas Insurance Limited. Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Registered in England and Wales No 354568. Ageas Insurance Limited is authorised by Prudential Regulation authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register no 202039. This can be checked by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768

### **Governing Law and Language**

These Optional Cover policies will be governed by English law, and you/we/your insurer/ Arc Legal Assistance agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.

The language for contractual terms and communication will be English.

## Legal Expenses cover

Your Statement of Fact will show if you have selected any of the optional cover detailed in this section.

# Part B – Legal Expenses (Optional)

Please note: This optional cover only applies if shown on your Statement of Fact.

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## Your Demands and Need

This policy meets the demands and needs of Ageas Van Insurance customers who want legal cover to help resolve any disputes and recover losses following a non-fault accident.

This insurance covers advisers' costs and other costs and expenses as detailed under the separate sections of cover, up to the maximum amount payable which is £100,000 where:

- a** The insured event takes place within the period of insurance and within the territorial limits, and
- b** The legal action takes place in the territorial limits.
- c** Where there is a 51% or greater prospect of success (see page XX for more information).

Once your claim has been accepted, we will appoint one of our panel of solicitors, or their agents, to handle your case. Should you wish to appoint your own adviser, you can only do so once court proceedings are issued or a conflict of interest arises and you must obtain approval from us before proceeding. If you do not obtain our approval your claim will be rejected. Where we agree to your own choice of adviser you will be liable to pay any advisers' costs over and above our standard advisers' costs.

Please note that at any time we may form the view that you do not have more than 50% chance of winning the case and achieving a positive outcome. If so, we may decline support or any further support. Further details about this are set out in this policy wording.

## Who Provides Your Legal Expenses Cover?

This insurance policy is managed and provided by Arc Legal Assistance Limited and is underwritten by Am Trust Europe Limited, Registered Office: 10th Floor Market Square House, St James Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk)

## Definitions applicable to your Legal Expenses Policy

Throughout this section, your legal expenses policy has certain words and phrases, which have special meanings and these are explained below:

**Action** – The pursuit of civil proceedings and appeals against judgement following a road traffic accident; the pursuit or defence and appeals against judgement in relation to a contractual dispute to do with the van; the defence of criminal motoring prosecutions in relation to the van and the defence of civil legal cases and criminal prosecutions in relation to van cloning.

**Adviser** – Ageas Law LLP or one of our other specialist panel of solicitors or their agents appointed by us to act for you, or, where agreed by us, another legal representative nominated by you.

**Advisers' costs** – Reasonable legal and accountancy fees and costs incurred by the adviser. Third party's costs shall be covered if awarded against you.

**Conditional fee agreement** – An agreement between you and the adviser, or between us and the adviser, which sets out the terms under which the adviser will charge you or us for their own fees.

**Conflict of interest** – There is a conflict of interest if we administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

**Insured event** – The event or the first of a series of incidents which may lead to a claim under this insurance. Only one insured incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time.

**Period of insurance** – The period of insurance declared to and accepted by us, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

**maximum amount payable** – The maximum amount payable in respect of an insured event.

**Road traffic accident** – A traffic accident in the territorial limits involving the insured van occurring during the period of insurance on a public highway or on a private road or other public place for which you are not at fault and for which another known insured party is at fault.

**Standard advisers' costs** – The level of advisers' costs that would normally be incurred by your insurer in using a nominated adviser of our choice.

Territorial limits

- Uninsured loss recovery and personal injury: United Kingdom and the European Union.

- All other areas of cover: United Kingdom and the Isle of Man.

**Van** – The van declared to us including a caravan or trailer whilst attached to it.

**We/us/our** – Arc Legal Assistance Ltd.

**You/your** – The person responsible for insuring the van declared to us. This is extended to include the authorised driver and passengers for uninsured loss recovery and personal injury.

**Your Insurer** – AmTrust Europe Limited

## How to make a claim on your Legal Expenses policy

You should call 0345 1655 756 and quote "Ageas" to obtain advice and request a claim form. Upon return of a completed claim form we will assess the claim, and if covered send details to the adviser who will then contact you to discuss any assistance you require (including a claim in relation to a hire van or van repairs).

Unless a conflict of interest arises you are not covered for legal fees incurred before court proceedings are issued, unless you use our panel of solicitors or their agents which we will appoint to act for you.

## What is Covered by your Legal Expenses policy

### Personal Injury

#### What is insured

You are covered for Advisers' Costs to pursue damages claims arising from a road traffic accident whilst you are in, boarding or alighting the Van against those whose negligence has caused your injury or death.

## What is not insured

Claims;

- a) Relating to an agreement you have entered into with another person or organisation.
- b) For stress, psychological or emotional injury unless it arises from you suffering physical injury.

## Uninsured Loss Recovery

### What is insured

You are covered for advisers' costs to pursue damages claims arising from a road traffic accident against those whose negligence has caused you to suffer loss of your insurance policy excess or other out of pocket expenses.

If the legal action is going to be decided by a court in England or Wales and the damages you are claiming are above the small claims court limit, the adviser must enter into a conditional fee agreement which waives their own fees if you fail to recover the damages that you are claiming in the legal action in full or in part. If the damages you are claiming are below the small claims track limit advisers' costs will be covered subject to the conditions applicable to this insurance.

### What is not insured

Claims;

- a) Relating to an agreement you have entered into with another person or organisation.
- b) For Applications for payment to the Motor Insurers Bureau under the Untraced Drivers Agreement, or Uninsured Drivers Agreement or any future agreements funded by the Motor Insurers' Bureau.

## Motor Prosecution Defence

### What is insured

Advisers' costs to defend an action in respect of a motoring offence,

arising from your use of a van. Pleas in mitigation are covered where there is a 51% or greater prospect of such a plea materially affecting the likely outcome of the action and when it is in the public interest to do so. Support for such pleas is solely at the discretion of us.

## What is not insured

Claims:

- For alleged road traffic offences where you are being prosecuted for driving whilst under the influence of alcohol or non-prescribed drugs or prescription medication where you have been advised by a medical professional not to drive.
- For advisers' costs where you are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy.
- For parking offences which you do not get penalty points on your licence for.

## Motor Contract Disputes

### What is insured

You are covered to pursue or defend contract disputes relating to the sale or purchase of goods or services relating to the van including the van itself. At least £250 including VAT must be in dispute.

### What is not insured

Claims:

- Where the contract was entered into before you first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

## Van Cloning

### What is insured

You are covered for advisers' costs to defend civil or criminal legal proceedings arising from use of the van's identity by another person or organisation without your permission.

## What is not insured

### Claims:

- Where the van's identity has been copied by somebody living with you.
- Where you did not act to take reasonable precautions against your van's identity being copied without your permission.
- For any losses (other than adviser's costs) incurred by you as a result of your van's identity being copied without your permission.

## Motor Insurance Database Disputes

### What is insured

You are covered for advisers' costs for representation of your legal rights in a dispute with the police and/or other government agency in the event your van is seized following a failure in the communications between your insurance broker/insurer and the Motor Insurance Database resulting in incorrect information about you or your van being recorded on that database.

## General exclusions

### There is no cover:

- Where the insured event began to occur or had occurred before you purchased this insurance.
- Where you fail to give proper instructions to us or the adviser or fail to respond to a request for information or attendance by the adviser.
- Where your act or omission prejudices your, or your insurer's position in connection with the action
- Where advisers' costs have not been agreed in advance
- For advisers' costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.

- For the amount of advisers' costs in excess of our standard advisers' costs where you have elected to use an adviser of your own choice.
- For claims over loss or damage where that loss or damage is covered under another insurance policy.
- For claims made by or against your insurer, us or the adviser.
- Where your van insurer repudiates the motor insurance policy or refuses indemnity.
- For any claim arising from racing, rallies, competitions or trials.
- For advisers' costs beyond those for which we have given our prior written approval.
- For an application for judicial review.
- For appeals without our prior written consent.
- Prior to the issue of court proceedings, for the costs of any legal representative other than those of the adviser unless a conflict of interest arises.
- For any action that we reasonably believe to be false, fraudulent, exaggerated or where you have made mis-representations to the adviser.
- Where at the time of the insured event you were disqualified from driving, did not hold a licence to drive or the van did not have a valid MOT certificate or road tax or comply with any laws relating to its ownership or use.
- For disputes over the level of advisers' costs claimed from another party.
- For advisers' costs where you are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy.
- Arising from an allegation of a deliberate criminal act (including an allegation of violence) or omission by you.

- For your solicitors own costs where your claim is being pursued under a conditional fee agreement.
- Where the insured event occurs outside the period of insurance.
- For motoring prosecutions where your van insurer has agreed to provide your legal defence.

## Conditions that apply to your Legal Expenses policy

### 1. Claims

a) You must notify us as soon as possible and within a maximum of 180 days once you become aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, our position has been prejudiced. To report a claim you must follow the instructions under the 'How to make a claim' section on page XX.

b) We shall appoint the adviser to act on your behalf

c) We may investigate the claim, take over and conduct the legal action in your name. Subject to your consent which must not be unreasonably withheld, we may reach a settlement of the legal action.

d) You must supply at your own expense, all of the information which we reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a conflict of interest arises and you wish to nominate a legal representative to act for you, you may do so. Where you have elected to use a legal representative of your own choice you will be responsible for advisers' costs in excess of our standard advisers' costs. The adviser must represent you in accordance with our standard conditions of appointment available on request.

If we cannot reach an agreement with the adviser over the terms of their appointment, the Law Society will be asked to nominate another legal

representative and this nomination shall be binding.

e) The adviser must:

- i.) Provide a detailed view of your prospects of success including the prospects of enforcing any judgment obtained without charge
- ii.) Keep us fully advised of all developments and provide such information as we may require
- iii.) Keep us regularly advised of advisers' costs incurred
- iv.) Advise us of any offers to settle and payments in court. If against our advice such offers or payments are not accepted there shall be no further cover for advisers' costs unless we agree in our absolute discretion to allow the case to proceed
- v.) Submit bills for assessment or certification by the appropriate body if requested by us
- vi.) Attempt recovery of costs from third parties
- vii.) Agree with us not to submit a bill for advisers' costs to your insurer until conclusion of the legal action.
- f) In the event of a dispute arising as to advisers' costs we may require you to change adviser.
- g) Your insurer shall only be liable for costs for work expressly authorised by us in writing and undertaken while there are prospects of success as defined under condition 2 .
- h) You shall supply all information requested by the adviser and us.
- i) You are responsible for any advisers' costs if you withdraw from the legal action without our prior consent. Any costs already paid under this insurance must be reimbursed by you.
- j) You must instruct the adviser to provide us with all information that we ask for and report to us as we direct at

their own cost

## 2. Prospects of Success

At any time we may form the view that you do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, we may decline support or any further support.

In forming this view we may consider:

- a) The amount of money at stake
- b) Whether a person without legal expenses insurance would wish to pursue or defend the matter
- c) The prospect of being able to enforce a judgement whether your interests could be better achieved in another way.

## 3. Proportionality

We will only pay advisors' costs that we are proportionate to the amount of damages that you are claiming in the legal action. Advisers' costs in excess of the amount that you are able to claim from your opponent will not be covered.

## 4. Disputes

Any disputes between you and us in relation to our assessment of your prospects of success in the case or nomination of solicitor may, where the parties agree, be referred to an arbitrator who shall be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration shall be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration shall be at the discretion of the arbitrator. As an alternative to the arbitration process, you may use the complaints procedure shown later in this document.

## 5. Contracts (Rights of Third Parties) Act 1999

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

## 6. Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, we will only pay our share of the claim even if the other insurer refuses the claim.

## Total Legal – Additional Legal services

In this policy our aim is to provide a wide ranging insured legal service. Inevitably there are areas where it is not possible to insure legal expenses, in particular those which everybody at some time may face, but which are nevertheless often expensive and sometimes unexpected.

### Examples are:

- Sale of van and challenging parking penalties.
- Divorce and child custody issues.
- Wills and probate.

To help you deal with these and other matters which may arise we are able to give you access to discounted legal services provided by us in partnership with our panel of solicitors. Our panel of solicitors are one of the country's leading law firms with expertise in all areas where assistance is likely to be required.

If you would like to make use of the service please contact 0345 1655 756 and quote "Ageas" for an initial telephone consultation which will be provided at no cost to you. Our panel of solicitors will give you a quotation for the likely cost of their representation and it will then be your decision whether you appoint them to act for you.

## The Arc legal document service

As part of your Legal Expenses Insurance policy, you have access to a range of free legal documents that may help you resolve any legal issue you may have.

The variety of legal documents available

cover disputes relating to many topics, including:

- Debt and arrears
- Holiday and travel
- Motoring issues

- Probate

- Wills

The service gives you peace of mind that if you are faced with a legal issue, you may be able to solve the dispute without having to pursue a claim.

For full details of the documents available and information on how to obtain them, please contact [ageaslegaldocs@arclegal.co.uk](mailto:ageaslegaldocs@arclegal.co.uk).

## Excess Protection cover

Your Statement of Fact will show if you have selected any of the optional cover detailed in this section.

# Part B – Excess Protection (Optional)

Please note: This optional cover only applies if shown on your Statement of Fact.

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## Your Demands and Needs

This policy meets the demands and needs of Ageas Van Insurance customer who would like to insure themselves against the expense of their van insurance policy excess should their insured van be involved in an insured event, subject to the following terms, conditions and exclusions.

## Who provides your Excess Protection cover

This insurance is underwritten by Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars way, Eastleigh, Hampshire, SO53 3YA. Registered in England and Wales No 354568. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register no 202039. Claims handling for this Excess Protection policy is provided by Ageas Retail Limited.

Definitions applicable to your Excess Protection cover only

Throughout this section, your Excess protection policy has certain words which have special meanings which are shown below.

**Claims handler** – Ageas Retail Limited.

**Excess** – The amount which you are required to pay under the terms and conditions of your van insurance policy following an insured event, except the glass or windscreen excess.

**Insured event** – Malicious damage, an accident, fire, attempted theft, recovered theft or where the van has been stolen and remains unrecovered and where no recovery can be made from a third party.

**Insured van** – The van listed in and insured under the van insurance policy.

**Van insurance policy** – The Ageas Van insurance policy that has been issued to you for the insured van.

**Period of insurance** – The period of the van insurance policy which runs concurrent with this policy and does not exceed 12 months. If you have taken out this policy after the start date of your van insurance policy cover will be provided from the date you purchased it and will end on the expiry of your van insurance policy.

**Purchase date** – The date shown in your Statement of Fact which is the date from which you are covered under the policy.

**Statement of Fact** – The latest Statement of Fact issued to you, it details the period of insurance policy and is a UK resident with a permanent UK address

**We/us/our** – Ageas, a trading name as Ageas Retail Limited.

**You/your** – Any person aged 17 years or over who is a named driver on the van insurance policy and is a UK resident with a permanent UK address.

**Your Insurer** – Ageas Insurance Limited

## How to make a claim on your Excess Protection Policy

In the event of an incident which may give rise to a claim you must follow the claims procedure detailed below;

We hope you do not suffer any misfortune that would result in you making a claim but if you do, please read this policy wording to ensure the incident is covered under the terms of this policy. If you believe your claim to be valid then contact Ageas Services (UK) Limited on 0345 165 0569. Claims lines are open 8am–9pm Monday to Friday, 9am–6pm weekends.

Before consideration is given to the settlement of your claim, you will be required to provide supporting documentary evidence of your excess. This will either be a copy of your excess receipt or written confirmation from your van insurance company of the excess. Failure to provide necessary documentation may jeopardise your claim.

## What is covered by your Excess Protection Policy

The optional cover is designed to provide reimbursement of your excess in the event of an insured incident during the period of insurance:

- Where no recovery can be made from a third party
- To the value of your motor insurance policy excess up to a maximum of £500 (if your excess exceeds this amount you will be responsible for the difference).
- Up to two claims in the period of insurance

## What is not covered by your Excess Protection policy

### **This policy will not cover:**

- Claims when the amount claimed on the van insurance policy does not exceed the excess amount
- More than two claims in the period of insurance.

- Any claim which has occurred within a country which is not specifically covered by your van insurance policy.
- Any excess for theft or attempted theft of personal belongings.
- Any claim for windscreen or glass damage.
- Any insured event which occurs whilst the insured van is being used and/or driven on any race track, circuit or other prepared course.
- Any insured event which occurs whilst the insured van is being driven by someone who is under 25 years of age.
- Any claim where the excess has been waived or where a third party has reimbursed you or made good any loss or damage in respect of which you have or would have otherwise have claimed against your van insurance policy.
- Deliberate non-disclosure or criminal act, which is found to our satisfaction to be of a fraudulent or false nature. This insured person will be held responsible for any costs paid or due where this happens.
- Any insured incident, which happened outside the period of insurance.
- Any claim where the van insurer does not provide cover under the terms of the underlying van insurance policy.

Need to make a claim on your Excess Protection policy?



**0345 165 0564**

8am-9pm Monday to Friday and 9am-6pm Saturday to Sunday

## Replacement Van cover

Your Statement of Fact will show if you have selected any of the optional cover detailed in this section.

# Part B – Replacement Van (Optional)

## Your Demands and Needs

This policy meets the demands and needs of Ageas Van Insurance customers whose insured van is a total loss (a write off) or has been immobilised due to a fault road traffic accident, fire, theft, act of nature or act of malicious damage, and will be using the replacement van facility provided by the hire company. This policy will cover you for the replacement van hire charges which are not recoverable from any third party.

## Who provides your Replacement Van cover

This insurance is underwritten by Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Registered in England and Wales No 354568. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register no 202039.

Claims handling for this Replacement Van policy is provided by Ageas Services (UK) Limited. The hire company provides the Replacement Van under this policy, but the contract of insurance remains between you and Ageas Insurance Limited. If you or any insured person is under 21 years of age, the hire company may appoint another hire van company to provide you with your Replacement Van.

## Definitions

Throughout this section, your replacement van policy has certain words which have special meanings which are shown below.

**Act of nature** – A naturally occurring environmental event that includes but is not limited to storm, flood, earthquake or landslide.

**Claims handler** – Ageas Services (UK) Limited.

**Geographical limits** – England, Scotland, Wales, Northern Ireland, the Isle of Man, and while the insured van is being transported between any of these countries.

**Hire company** – Enterprise Rent-A-Car UK Limited, Enterprise House, Delta Way, Egham, Surrey TW20 8RX or such other hire company as the insurer may appoint from time to time.

**Insured incident** – A fault road traffic accident, theft, attempted theft, fire, vandalism, act of nature or an act of malicious damage within the geographical limits that renders the insured van a total loss (a write off) or immobilised (as determined or accepted by the Insurer or by a garage who is a member of the Van Builders & Repairers Association (VBRA) or Motor Van Repairers Association (MVRA) or another similar recognised body).

**Insured person** – A full driving licence holder and up to two named persons who hold full driving licences, all aged 25 years to 70 years inclusive, who are authorised under your van insurance policy to drive the insured van (as shown on the current certificate of van insurance issued by Ageas Van Insurance) as at the date of the insured incident.

**Insured van** – The van specified in the van insurance policy issued by Ageas Van Insurance, for which you hold a current certificate of Van insurance at the time of the insured incident.

**Van insurance policy** – The van insurance policy which you have taken out through Ageas Van Insurance to cover your insured van.

**Period of insurance** – This Replacement Van policy will run concurrently with your van insurance policy for a maximum of

12 months. If the policy was arranged after the start date of your Van insurance policy, cover will be provided from the date you bought it and will end on the expiry date of your van insurance policy.

**Replacement van** – A replacement van which is provided to you on a temporary basis in the event of an insured incident. The actual make and model of the replacement van will be decided by the hire company. The replacement van will, where possible, be of a similar engine size to the insured van and to not exceeding 3.5 tonne in weight.

**Replacement Van policy** – This Replacement Van policy which is a separate and stand-alone insurance contract to your van insurance policy.

**Statement of Fact** – The latest Statement of Fact issued to you, it details the period of insurance and confirms the optional cover you have selected.

**Third party** – The other person(s) responsible for the insured incident, excluding any insured person.

**We/us/our** – Ageas, a trading name of Ageas Retail Limited.

**You, your** – Any insured person.

**Your Insurer**– Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA, registered in England and Wales No 354568

## How to make a claim on your Replacement Van policy

If you need to make a claim for a replacement van due to an insured incident then please call Ageas Services (UK) Limited on 0345 165 0569. Claims lines are open 8am–9pm Monday to Friday, 9am–6pm weekends.

If you have a valid Replacement Van policy in place and the claim is due to an insured incident you will be provided with a replacement van within 1 working day of the claim being accepted. The

following process will be undertaken to provide a replacement van:

- You will be required to provide your crime reference number for all theft related claims.
- You will be required to present the following documents to the hire company;
  - Valid van insurance policy documents including a current certificate of van insurance.
  - The photocard driving licence for yourself and any other insured drivers you wish to drive the replacement van.
- If you do not provide these documents and, if applicable, a crime reference number, you will not be provided with a replacement van and your claim will not be covered under this policy.
- You will be required to provide your credit or debit card details before the replacement van can be released for your use. You may be charged a fee of £1 on your card. This will be refunded when you return the replacement van to the hire company providing the conditions of this policy are met:

The hire van will be provided with some fuel and it is your responsibility to replenish the tank to the same level as you received it, ready for the hire company to collect (from any UK registered address). Any excess fuel cannot be refunded. You will be responsible for any additional, necessary costs that are incurred in delivering or collecting the van (e.g. tolls, water crossings).

## What is covered by your Replacement Vehicle Policy

This insurance cover provides you with a replacement vehicle, within the geographical limits for up to 14 continuous days, to help keep you on the road following an insured incident.

One replacement vehicle will be provided per insured incident

## What is not covered by your Replacement Van policy

1. Any claim for a replacement van where your van insurer does not agree to pay your claim for loss or damage to your insured van under the terms of your van insurance policy following an insured incident which gives rise to a claim under this Replacement van policy.
2. Any Claim where the insured van was being used for hire or reward, racing, competitions, rallies or trials at the time of the insured incident
3. Any claim where the insured van has been stolen, which you have not reported to the police.
4. Any sea transit charges for the delivery and collection of the replacement van.
5. All fees, fines, fares and fuel relating to the replacement van while you hire it.
6. Any further hire charges due after:
  - The first 14 days or hire; or
  - The date on which the insured van is repaired or replaced under the terms of your van insurance policy; or
  - The date on which your stolen insured van was recovered in a driveable condition; or
  - The seventh day since receiving the first settlement from your van insurer, whichever is earliest.
7. Any insurance excess payable in the event of a claim arising out of an accident involving the replacement van.
8. Any claim which you report to the claims handler more than 14 days after the insured incident.
9. Any claim for a replacement van which you report to the claims handler more than 5 days after the insured van has been determined, or accepted, by the van insurer to be a total loss (a write off) or immobilised.

10. Any claim:

- a) where the insured incident was due to a deliberate or criminal act of an insured person;
- b) which is fraudulent, false or exaggerated; or
- c.) which is genuine, but which an insured person has used fraudulent means or false statements to make.

In these circumstances the insured person will be held responsible for any costs paid or due to the hire company.

11. Any insured incident, which happened before the Replacement van policy started.
12. Any claim for a replacement van which is covered under any other policy, or any claim that would have been covered by another policy, if this replacement van policy did not exist.
13. Any claim for a replacement van where it is possible to recover the amount paid to you under your van insurance policy for the loss or damage to your insured van and the cost of a replacement van from a third party.
14. No more than 2 claims can be made during the period of insurance



**If you require this policy booklet in another format  
please call 0345 165 0928.**

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