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defaqto EXPERT RATED ★★★ Car Insurance 2022

Ageas Essentials Car Insurance

Policy Booklet

Including optional cover

Keep this policy booklet in a safe place

Ageas Essentials Car Insurance has been given a 3 Star Rating by industry experts Defaqto for its cover and benefits.

Car insurance

Please refer to page 39 for Optional Cover information

Car insurance

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Important contact information

For car insurance claims ONLY

Calling from UK

0345 125 2450

Calling from abroad

+44 1242 715929

24 hours a day – 365 days a year

For optional cover claims please see page 39

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

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 0570

8.30am - 6pm Monday to Friday

8.30am - 4pm Saturday

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** free of any administration charge.

Important

Changes you need to tell us about

It is essential that you tell us straight away about any of the following changes. Failure to tell us about these changes, which could alter this insurance, means your policy may no longer be valid and your insurer may not pay your claim.

Please note – 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.

- You sell the car, change the car or its registration number, or you get another car.
- There is any change of driver.
- You or any driver named on the Statement of Fact gets a motoring conviction (including fixed penalty offences or disqualification), or a criminal conviction.
- You or any driver named on the Statement of Fact develops a health condition, which requires notification to the DVLA.
- You change the purpose the car is used for – for example, you start using the car for business purposes.
- You or any driver named on the Statement of Fact changes job, starts a new job, including any part-time work, or stops work.
- The car is changed from the manufacturer's original specification, such as changing to alloy wheels.
- You intend to take the car outside the European Union for any amount of time or you intend on taking the car outside the Geographical Limits of the policy for more than 90 days in any period of insurance.
- You change your address or the address where you keep the car overnight.
- You change your name – for example, if you get married.
- You or any driver named on the Statement of Fact passes their driving test or their driving licence has expired or been revoked.
- The details on the Statement of Fact change.
- The car is involved in an accident or fire, or someone steals, damages or tries to break into it.
- You or any driver named on the Statement of Fact is involved in any accident or has a vehicle damaged or stolen.
- There is a change to your estimated annual mileage.
- You or any driver named on the Statement of Fact has had insurance refused, cancelled or had special terms applied to an insurance policy.
- There is a change of main user of the car.

If you are not sure whether certain information needs to be disclosed, our Customer Service team will be happy to help.

Need to speak to the Customer Services Team?

0345 165 0570

8.30am – 6pm Monday to Friday and 8.30am – 4pm Saturday

Had an accident?

What to do if you have an accident

If your car is involved in an accident or you need to make a claim, please phone the claims team as soon as possible using the number below. If you are making a claim for the accident you will have access to professional teams who are ready to help you through this straightforward process, getting you back on the road quickly.

There are some things you need to know about accidents and what you should do and what you should try to avoid doing, in order to comply with the law and make your claim go smoothly.

Safety first!

The most important thing to do in the event of an accident is to make sure that you and your passengers are safe and to call an ambulance if anyone involved in the accident is injured. You should only take the action suggested below if it is safe to do so.

What the law says

When you need to stop

You must stop if you are involved in any incident:

- Involving injury to a person.
- Where certain animals have been killed or injured, except in your own vehicle or trailer.
  For example – you must stop if you kill or injure dogs, horses, cattle, sheep and goats, but not cats or wildlife.
- If other vehicles or property are damaged.

Giving your details

- If you own the vehicle, you must give the following information to anyone who has a good reason for asking (for example, the police or anyone else involved in the accident):
  - Your name and address.
  - The name and address of your insurer and your car insurance policy number.
- If you do not own the vehicle, you must give the owner's name and address and the registration number of the vehicle.
- If you do not have these details with you at the time, you need to supply them as soon as possible.

Reporting the accident to the police

- You must report an accident to the police within 24 hours if:
  - There is an injury.
  - You do not give your details to anyone at the scene.
- You will also need to present your Certificate of Motor Insurance at the police station within five days of the accident.

Helping with the claims process

Try not to apologise or admit fault

- It is natural to want to apologise for an accident if you feel it was your fault. However, it is really important that you don't do this, because you may not be legally liable for the accident and you may affect your insurer's ability to act on your behalf. It may also affect your no claims discount.

Need to make a claim?

0345 125 2450

Lines are open 24 hours a day, 365 days a year

Had an accident? (cont.)

Collecting important information for your claim

To help speed up your claim, please try to collect details of the following:

- Full details of the other drivers, including their phone numbers, and the registration numbers of all vehicles involved.
  This will allow your insurer to contact anybody else involved straight away. In addition, your no claims discount will not be affected if the accident was not your fault and your insurer manages to recover all money paid from the person who caused the accident (or their insurer).
- Injuries caused.
- Property damage.
- Witnesses (if there are any).
- Police officers and report reference numbers.
- Full details of what happened.

If it is possible (and won't endanger you or other road users), please take photos of the accident with a camera or mobile phone, as this can help to confirm certain accident details. Include pictures of the damage to both vehicles, any injuries and the general scene. If there is any dash-cam footage available your insurer may request a copy of this.

All the information you gather will help your insurer and legal representatives (if you have chosen Legal Expenses on your policy) to assist you in getting things sorted out as quickly and easily as possible.

Informing your insurer

- Call the claims team – using the number shown on page 3 of this policy booklet.
- If you need to contact your insurer during the claims process, you should call the phone number your insurer sends you and remember to have your claims reference number handy, as this will make it easier to get a quick update on your claim. Don't forget – If your car is taken away for assessment or repair, please remember to remove all your personal belongings from the car.

Recovering losses you are not insured for

Legal Expenses (optional cover)
Your insurer is not responsible for recovering losses you are not insured for, such as your policy excess. Full details of Legal Expenses insurance and how you make a claim can be found on pages 49-58 of this booklet.

Please refer to your Statement of Fact to see if you have selected this cover. If not, you can add this to your policy by calling the number below. Please note this will not cover any claims/incidents that have occurred prior to purchasing the cover.

This optional Legal Expenses cover is designed to help you if the accident was not your fault and:

- You have suffered an injury.
- You have incurred losses you are not insured for.
- You are seeking compensation for damage to your belongings.

Want to add Legal Expenses cover to your policy?

0345 165 0570

8.30am – 6pm Monday to Friday and 8.30am – 4pm Saturday

How to make a claim

Start of the claims process

1. If your car is involved in an incident or you need to make a claim, please phone the claims team as soon as possible.
2. Please have your Certificate of Motor Insurance and details of the incident with you when you call. If you are at the scene of the accident when you call and do not have your Certificate of Motor Insurance with you, all you need to do is give your car registration number.

Settling your claim

In the event of damage to your car, fire or theft, your insurer will choose whether to repair the car or pay you a cash amount equal to the cost of the loss or damage. If the car cannot be driven because of damage that is covered under this policy, your insurer will arrange collection and take your car to the nearest approved repairer.

If the car is economically repairable

If your insurer decides to repair your car, you will be offered use of an approved repairer.

If you chose to use an approved repairer, you will benefit from the following repair service

Authorisation

You do not need to get any estimates and repairs can begin immediately after your insurer has authorised them.

Repairs

If damage to the car is covered and it can be repaired, your insurer will arrange for one of its approved repairers to contact you to arrange to collect the car.

As long as you own the car, workmanship by approved repairers has a lifetime guarantee.*

*Any repairs carried out by an approved repairer have a workmanship guarantee for as long as you own the car. Defective parts will be replaced without charge as long as they are covered by the part manufacturer's warranty.

This is subject to the vehicle being maintained in accordance with the manufacturer routine maintenance schedule (in the event of a claim against this guarantee we may ask for documentation / invoices as evidence of this). Failure of components (such as tyres, exhaust, brakes) or bodywork damage will not be covered if failure or deterioration is through normal usage. To help assist in maintenance of the car, the Repairer will be happy to discuss arrangements for an annual bodywork inspection.

Delivery

When the work is done, your repairer will contact you to arrange a convenient time to deliver the car back to you.

Message relay

If you call your insurer after an accident, they can arrange to pass messages to friends, family or colleagues to tell them you are safe and if you will be delayed.

This service applies to incidents in the United Kingdom, the Isle of Man, the Channel Islands and while the car is being transported between any of these countries.

Please note

- ! If the condition of the car is better after the repair than it was just before it was damaged, you may be asked to pay something towards the repair. This will be discussed with you before the repair is made.
- ! The repairer can use parts (including recycled parts) that compare in quality to those available from the manufacturer.

Need to make a claim?

0345 125 2450

Lines are open 24 hours a day, 365 days a year

How to make a claim (cont.)

If you do not want to use one of the approved repairers, you will need to send your insurer an estimate for authorisation and they may need to inspect the car.

If the car is a total loss

If your car is very badly damaged or unsafe to drive and it is decided that it does not make financial sense to repair it, your car will be declared a "total loss" – many people call this a "write off".

Once an engineer has inspected and assessed the market value of the car, your insurer will send you an offer of payment to cover the market value of the car. Any payment made will be after any policy excess has been deducted and any other payments from the list below have been made.

Please note
The market value of your car provides you with sufficient funds to replace your car with one of a similar age, mileage and condition.

- If there is any outstanding loan on the car, your insurer may pay the finance company first.
- If the market value of your car is more than the amount you owe the finance company, your insurer will pay you the balance.
- If the market value of your car is less than the amount you owe the finance company, you may have to pay them the balance.
- If you have chosen to pay your premium by instalments, your insurer may subtract any outstanding premium owed to us from your total loss settlement.

What happens to the car?

When you accept an offer for "total loss", then the car will belong to your insurer.

What happens if the car is up to one year old?

Your insurer will not pay more than the market value of the car unless all of the following apply:

- The loss or damage happens within 12 months of the cars first registration.
- You are its first and only registered keeper and you have owned the car (or it has been hired to you under a hire-purchase agreement) since it was first registered as new.

Please note
If you buy a pre-registered car from a car dealership, then you will not be the first and only registered owner.

- The car was supplied as new in the United Kingdom, the Isle of Man or the Channel Islands
- The cost of repair is estimated to be more than 60% of the cost of buying an identical new car (based on the UK list price) at the time of the loss or damage.

In these circumstances, you can choose to ask your insurer to replace your car with a new car of the same make, model and specification and to pay the cost of delivery, using the dealers usual delivery service.

Your insurer will only do this if:

- at the time of your claim the replacement vehicle is available within the United Kingdom, Isle of Man or the Channel Islands (delivery times may vary); and
- they have permission from the hire-

purchase company, if this is how you bought the car and you have not finished paying for it.

Overnight accommodation or onward transport

- If the car is not roadworthy after an accident, your insurer can arrange to get you and your passengers home or to your planned UK destination.
- Alternatively, they will reimburse you for transport costs incurred to get you and your passengers home or to your planned UK destination, up to £150 for each person (limit of £400 each claim).
- If you cannot complete your journey, your insurer will pay for overnight accommodation up to £50 for each person (£250 in total).

Keeping you on the road while your car is being repaired

For incidents in the United Kingdom, the Isle of Man, the Channel Islands and while the car is being transported between any of these countries.

- If you are using an approved repairer, you will be offered a small courtesy car to drive whilst yours is being repaired.

Please note
The courtesy car may not be the same size as your own car. If you wish to have a larger car, you may be able to upgrade if you pay an additional sum to the approved repairer, but this is something you will need to agree with the repairer at the time.

- Once it has been decided that your car can be economically repaired by one of the approved repairers, you will be provided with the courtesy car:
  - If your own car cannot be driven, you will be provided with the courtesy car on the next working day. You will have this car for as long as the repairs to your own car take.
  - If your own car is roadworthy and can still be legally driven, the courtesy car will be delivered when your car is collected for repairs.
- While you have the courtesy car, you will be liable to pay fines for any parking or driving offences, congestion charges and any additional costs for any non-payment of these charges.
  - The approved repairer will ask you to provide credit or debit card details, which can be used to pay for these costs, if any are incurred.
- If your car is declared a total loss and written off, **you will not** be provided with a courtesy car.

Disposing of your car if it cannot be repaired

- If your car cannot be economically repaired or is a total loss, your insurer will offer you a settlement amount within one week of the date they receive the engineer's report.
- Once this amount is agreed, subject to satisfactory vehicle documents, payment will be made within one working day.
- You will be asked to send in all the original documents (for example, the vehicle registration document (V5C) and the current MOT certificate).
- Your insurer will arrange for an appointed salvage agent to collect your car to dispose of it for you.
- Please remember to remove all your personal belongings from the car before it is collected.

Please note
You may be able to get a refund on your car tax for any unused months.

Intentionally Blank

Your car insurance cover

Your car insurance policy offers a range of benefits.

The table below provides a summary of benefits available but you should look at the full details in the various sections of this policy to understand what is and what is not covered.

Some of the words used in this section of the policy booklet have special meanings, which can be found on page 25.

Type of Cover	Policy section
Accidental damage to your own car	**A**
Overnight accommodation or onward transport	**A**
Audio, navigation and entertainment equipment	**A&C**
Courtesy car whilst your car is being repaired	**A&C**
Disposing of your car if it can't be repaired	**A&C**
Fire or theft damage to own car	**C**
Personal accident	**D**
Medical expenses	**E**
Liabilities to third parties	**G**
Driving a car that does not belong to you *Cover will be third party only and applies only if shown on your Certificate of Motor Insurance (conditions apply)*	**G**
Using your car in the EU	**H**
No claims discount protection *Only included if shown on your policy Statement of Fact*	**K**

The rest of this section of your policy booklet explains in detail what you are and are not covered for by your car insurance policy. Please take the time to read this section carefully.

Section A – Damage to your car

What is insured

Damage

Damage to the car caused by accidental or malicious damage, or vandalism.

Audio, navigation and entertainment equipment

The cost of replacing or repairing the car's audio, navigation and entertainment equipment up to the following amounts:

- Unlimited for equipment **fitted as original equipment** by the manufacturer.
- £300 for any other equipment provided this equipment is **permanently fitted** to the car.

If the car is not roadworthy after an accident

If the car is not roadworthy after an accident, which has been reported and your insurer has accepted the claim, they can arrange to get you and your passengers home or to your planned UK destination. Alternatively, they will reimburse you for transport costs incurred to get you and your passengers home or to your planned UK destination, up to £150 for each person (up to a limit of £400). If you cannot complete your journey, they will pay for overnight accommodation up to £50 for each person (up to £250 in total).

Child car seat

If your insurer is paying for loss of or damage to the car and you have a child car seat fitted to the car, they will also cover the cost of replacing the child car seat with a new one of the same or similar model and standard.

Free courtesy car

To keep you on the road, your insurer will provide a small courtesy car, free of charge while the car is being repaired by one of their approved repairers.
This only applies if your own car has not been declared a total loss and the incident takes place in the United Kingdom, the Isle of Man or the Channel Islands.

Whilst your car is being repaired

Once your insurer has decided that your car can be economically repaired by one of their approved repairers, what happens next depends on whether your car can still be driven and if it is still roadworthy:

- If your car is still roadworthy and can be legally driven, the courtesy car will be delivered when your car is collected for repairs.
- If your car can't be driven, your insurer will provide the courtesy car on the next working day and you will have use of this car for as long as the repairs take.

More information on how your claim will be settled can be found on pages 7-9.

What is not insured

- The excesses shown in the policy Statement of Fact.
- An additional excess based on the age and the experience of the person driving or in charge of the car at the time of the accident:

What is not insured (cont.)

Age/experience additional excess

- Under age **21 £350.**
- Ages **21-24 £250.**
- Ages **25 and over**, but has not held a full driving licence issued within the United Kingdom, Isle of Man and the Channel Islands or the European Union for at least a year **£250.**

Please note
You must pay these policy excesses for every incident that you claim for under this section.

- Provision of a courtesy car if your own is declared a total loss.
- Loss of use of the car.
- Wear and tear.
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages.
- Damage to your tyres caused by braking, punctures, cuts or bursts.
- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the United Kingdom, Isle of Man and the Channel Islands.
- Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs in line with those charged by your insurer's approved repairer network, for any lost or damaged parts or accessories, if these parts or accessories are not available.
- The car losing value after (or because of) repairs.
- The car being confiscated or destroyed, by or under order of, any government or public or local authority.
- The windscreen, windows or sunroof glass, unless the bodywork is damaged at the same time by something other than broken glass from the windscreen, windows or sunroof.

Loss of, or damage to:

- The car caused by malicious damage or vandalism when no one is in it, unless all its windows, doors, roof openings, hood and boot are closed and locked and all keys or devices needed to lock the car are with you or the person authorised to use the car.
- The car caused by fire or by theft.

Please note
Whilst loss or damage caused by fire and theft is not covered in this particular section of your policy, it is included in Section C (Fire and Theft) and details of the cover can be found on page 15.

- The car caused by an inappropriate type or grade of fuel being used
- The car caused by a member of your immediate family, or a person living in your home or known to you taking the car without permission unless you report the person to the Police for taking the car 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
- The car caused by you carelessly or recklessly allowing a buyer, someone posing as a buyer or someone acting on behalf of a buyer to defraud or deceive you. This includes accepting a form of payment that a bank or building society will not authorise.
- The car, which occurred outside of the geographical limits.
- Any audio, navigation and entertainment equipment unless this equipment is permanently fitted to the car.
- Any radar detection equipment.
- Telephone or other communication equipment.

Section B – Damaged windscreen and window glass

Section B **does not** apply to this policy.

Section C – Fire & Theft

What is insured

Fire, theft and attempted theft

Loss of (or damage to) the car caused by fire, theft or attempted theft.

Audio, navigation and entertainment equipment

The cost of replacing or repairing the car's audio, navigation and entertainment equipment up to the following amounts:

Amounts
Unlimited If the equipment is **fitted as original equipment** by the manufacturer and if **permanently fitted** to the car.
£300 For any other equipment if **permanently fitted** to the car.

See pages 7-9 for details of how claims are settled.

Child car seat

If your insurer is paying for loss of or damage to the car and you have a child car seat fitted to the car, they will also cover the cost of replacing the child car seat with a new one of the same or similar model and standard.

Free courtesy car

To keep you on the road your insurer will provide a small courtesy car, free of charge while the car is being repaired by one of their approved repairers. **They will only do this if your own car has not been declared a total loss and the fire or theft incident takes place in the United Kingdom, the Isle of Man or the Channel Islands.**

Whilst your car is being repaired

Once your insurer has decided that your car can be economically repaired by one of their approved repairers, what happens next depends on whether your car can still be driven and if it is still roadworthy:

- If your car is still roadworthy and can be legally driven, the courtesy car will be delivered when your car is collected for repairs.
- If your car can't be driven, your insurer will provide the courtesy car on the next working day and you will have use of this car for as long as the repairs take.

With your agreement, the repairer may provide an alternative solution if this suits your needs better.

More information on how your claim will be settled can be found on pages 7-9.

What is not insured

- The policy excess, which is shown on your policy Statement of Fact.
- Loss of (or damage to) the car:
  - When no one is in it, unless all its windows, doors, roof openings, hood and boot are closed and locked and all keys or devices needed to lock the car are with you or the person authorised to use the car.
  - Caused by a member of your immediate family, or a person living in your home or known to you taking the car without permission unless you report the person to the Police for taking the car 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.

- Caused by you carelessly or recklessly allowing a buyer, someone posing as a buyer or someone acting on behalf of a buyer to defraud or deceive you. This includes accepting a form of payment that a bank or building society will not authorise.

- Loss or damage which occurred outside of the geographical limits.
- Loss of (or damage to):
  - Any audio, navigation and entertainment equipment, unless this equipment is permanently fitted to the car.
  - Telephone or other communication equipment.
  - Any radar detection equipment.
- Wear and tear.
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages.
- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the United Kingdom, Isle of Man and the Channel Islands.
- Any amount over the cost shown in the manufacturer's latest guide price, plus fitting costs in line with those charged by your insurer's approved repairer network, for any lost or damaged parts or accessories, if these parts or accessories are not available.
- The car losing value after (or because of) repairs.
- The car being confiscated or destroyed, by or under order of, any government or public or local authority.
- Loss from taking the car and returning it to its legal owner.

For example: if you buy a car and subsequently find that it is stolen and it has to be returned to its original owner, you are not covered for any financial loss you incur.

- Loss of use of the car.
- The windscreen, windows or sunroof glass, unless the bodywork is damaged at the same time by something other than broken glass from the windscreen, windows or sunroof.

Section D - Personal Accident

What is insured

Who is covered?

- You in the car (or any other car that you do not own).
- Your partner in the car (or any other car that you do not own).
- Any other passenger in the car insured on your policy only, as long as there is a passenger seat for that person.

Under what circumstances?

- If any of the people outlined above are accidentally killed or injured while:
  - getting into or out of; or travelling in;
  - your car or any other car that you do not own (except for other passengers, who are covered only in the car insured on your policy), your insurer will pay the following for:

Death	£2,500
Total and permanent loss of sight in both eyes	£2,500
Total and permanent loss (at or above the wrist or ankle) of both hands or both feet, or one hand together with one foot	£2,500
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	£2,500
Total and permanent loss (at or above the wrist or ankle) of one hand or one foot	£1,500
Total and permanent loss of sight in one eye	£1,500

These amounts will only be paid if:

- The cause of the death or loss is an accident involving a car.
- The death or loss happens within three months of the accident.
- The accident occurred within the geographical limits.

What is not insured

- More than £5,000 for any one accident.
- More than £2,500 to any one person for any one accident.

If any person insured under this section is covered by your insurer for the same incident under another policy, the insurer will only pay for

- each insured person under one policy.
- Death or injury caused by suicide or attempted suicide.
- Death of or injury to any person not wearing a seat belt when they have to by law.
- Death of or injury to any person driving at the time of the accident who is found to have a higher level of alcohol or drugs in their body than is allowed by law.
- No cover is provided under this section if the policy is held in the name of a business.

Section E – Medical expenses

What is insured

If you or anyone in the car is injured in an accident involving the car, your insurer will pay up to £300 in medical expenses for each injured person.

What is not insured

- No cover is provided under this section if the policy is held in the name of a business.
- Any medical expenses relating to an accident that occurred outside of the geographical limits.

Section F – Personal belongings

Section F **does not** apply to this policy.

Section G – Liabilities to third parties

If you cause damage to someone or something with your car, then you may have incurred a legal liability to someone else and they may have a right to make a claim for compensation against you.

For example: someone is injured in an accident that you have caused.

What is insured

Your policy provides cover for legal liability for the death of or injury to any person and damage to property caused directly or indirectly by:

You and your actions

- You using the car.
- You using the car to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to the car and if allowed by law, provided it is not being towed for hire or reward.
- You using a car not belonging to you and not hired to you under a hire-purchase agreement or leased to you under a leasing agreement, as long as all of the following apply:
  - Your current Certificate of Motor Insurance allows you to do so.
  - You have the owner's permission to do so.
  - You still have your car and it has not been damaged beyond economical repair, nor been stolen and not recovered.
  - The car you are using is registered in the Geographical Limits defined in this policy and is being used within this area.
  - You are not insured under any other insurance to drive the car.
  - There is a current and valid policy of insurance held for the car in accordance with the Road Traffic Acts.

Other people and their actions:

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

Where agreed your insurer will also pay:

- Solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or magistrates court (including a court of equal status in Scotland, Northern Ireland, the Isle of Man or the Channel Islands).
- Legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving caused by an accident covered under this policy.
- Any costs and expenses for which your employer or business partner is legally liable as a result of you using the car for their business.
- Any other costs and expenses for which your insurer has given their written permission.

- Charges set out in the Road Traffic Acts.

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

What is not insured

- Any amount your insurer has not agreed to in writing.
- Death of (or injury to) any of your employees during the course of their work, even if the death or injury is caused by anyone insured by this policy.
- Loss of (or damage to):
  - Property owned by (or in the care of) the person who is claiming cover under this section.
  - A vehicle, trailer, trailer caravan or broken-down vehicle covered by this policy.
- Any claim for pollution or contamination unless it is caused by a sudden, identifiable event that was unintended and unexpected and happened at one specific time and place.
- Any amount over £1 million for one pollution or contamination event.
- Any amount over £20 million (excluding costs and expenses) for any one claim (or series of claims) arising from one event that causes loss of (or damage to) property, including any indirect loss or damage.
- Any amount over £5 million for all costs and expenses, for any one claim (or series of claims) arising from one event that causes loss of or damage to property.

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

Section H – Using your car abroad

What is insured

- You will be covered for your legal liability to others while you (or any driver covered by this policy) are using the car:
  - Within the European Union.
  - In any other country which has agreed to follow Article 8 of the EC Directive 2009/103/EC relating to Civil Liabilities arising from the use of motor vehicles.

  Please note
  You do currently need an International Motor Insurance Card (Green Card) for visits to these countries.
- You must contact us if you intend to take the car outside the European Union for any amount of time.
  You must also contact us if you intend on taking the car outside the Geographical Limits of the policy for more than 90 days in any period of insurance. You can call our Customer Services Team on 0345 165 0570.

What is not insured

- If your Certificate of Motor Insurance allows you to drive any other vehicle, that cover does not apply outside of the Geographical limits.
- Any damage caused to your car under ‘Section A - Damage to your car’ and ‘Section C - Fire & Theft’.
- Any cover under ‘Section E - Medical expenses’.

Section I – Replacement locks and keys

Section I **does not** apply to this policy.

Optional cover is available, please refer to page 39 and onwards for more information.

Section J – Your no claims discount

The table below shows what will happen to your no claim discount if you make a claim, including the difference protecting your no claim discount (NCD) makes. See Section K for further details about no claims discount protection.

NCD Years at the start of current period of insurance	NCD at next renewal without NCD protection (number of claims in current year)				NCD at next renewal with NCD protection (number of claims in last three years prior to renewal)			
	0 Claims	1 Claim	2 Claims	3 Claims	0 Claims	1 Claim	2 Claims	3 Claims
0	1	0	0	0	-	-	-	-
1	2	0	0	0	-	-	-	-
2	3	0	0	0	-	-	-	-
3	4	1	0	0	4	-	-	-
4	5	2	0	0	5	4	4	2
5	6	3	1	0	6	5	5	3
6	7	3	1	0	7	6	6	3
7	8	3	1	0	8	7	7	3
8	9	3	1	0	9	8	8	3
9+	9	3	1	0	9	9	9	3

Section J – Your no claims discount (cont.)

- As long as a claim has not been made during the period of insurance immediately before your renewal, a discount will be included in your renewal premium.
- If a claim is made during the period of your insurance, at your next renewal the discount will be reduced or removed in line with your insurer's current scale (see table opposite) and you may also have to pay a higher excess and/or higher premium on your policy.

Important – About your no claims discount

You must provide us with written confirmation of your entitlement to the number of years discount you disclosed 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. If you make a claim following an accident with an uninsured driver, you will have your excess reimbursed and your no claims discount reinstated, provided that:

- Your insurer can establish that the accident is not your fault and the driver of the other vehicle is not insured.
- You give your insurer the other vehicle's make, model and valid registration number.
- If possible you should also supply the name and address of the person driving the other vehicle.

It will help your insurer to confirm who is at fault if you can supply the name and addresses of any independent witnesses, if available.

When you claim you may have to pay your excess and may also temporarily lose your no claims discount. If subsequently your insurer is satisfied that the accident was not your fault, they will repay your excess and we will reinstate your no claims discount and refund any premium which may be due to you.

Section K – No claims discount protection

! **Please note –** You will only have no claims discount protection on your policy if it is shown on your policy Statement of Fact.

- You will not lose any of your no claims discount as long as:
  - No more than two claims are made in the three-year period immediately before your renewal.
  - You have paid any additional premium requested to protect your no claims discount.
- After a second claim is made in any three-year period.
  - Your no claims discount will no longer be protected and any further claims will result in the loss of (or reduction to) your no claims discount.
- You may also have to pay a higher premium and/or policy excess if any claims are made.

Important information

Your car insurance policy

This contract of insurance (policy) is between you, us and your insurer. No one else has any rights under this policy or has the right to enforce any part of it under the Contracts (Rights of Third Parties) Act 1999.

Under the terms of this insurance policy, your insurer will provide cover against accidental injury, loss or damage that happens during the period of insurance and within the United Kingdom, the Channel Islands or the Isle of Man, in return for you paying or agreeing to pay the premium.

This insurance policy is based on information you gave us when applying for this insurance via a price comparison site, on our website or during a telephone conversation (and which is summarised in your Statement of Fact) and any other information you provided.

It is an offence under the Road Traffic Act to make a false statement or withhold any requested information for the purposes of obtaining a Certificate of Motor Insurance.

Important notice – you are required by the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all the questions asked on a price comparison site, on our website or asked during a telephone conversation (or those declared on the Statement of Fact) and to make sure that all information supplied is true. Failure to supply accurate and complete information may mean that your policy is invalid and that it will not operate in the event of a claim.

Please check all your documents carefully to make sure that they give you the cover you want.

Details of the insurers underwriting your policy

Car Insurance

Ageas Insurance Limited,
Ageas House,
Hampshire Corporate Park,
Templars Way,
Eastleigh,
Hampshire
SO53 3YA.

Registered number: 354568. FCA firm reference number: 202039.

Words with special meanings

Throughout this car insurance policy, certain words and phrases have special meanings and these are explained below. Please note: The words used for optional sections of cover (starting on page 39) have their own special meanings.

Certificate of Motor Insurance

The proof of the motor insurance you need by law. The Certificate of Motor Insurance shows:

- What car is covered.
- Who is allowed to drive the car.
- What the car can be used for.

If your Certificate of Motor Insurance allows your car to be driven by any driver, your Statement of Fact will show any restrictions that apply.

Excess

The part of a claim you must pay. Sometimes more than one policy excess can apply. If this is the case, you will need to pay all of these.

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 car is being transported between any of these countries.

Market value

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

Partner

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

Period of insurance

The length of time that the insurance policy applies for. This is shown in the Statement of Fact.

Statement of Fact

The latest Statement of Fact issued to you. This forms part of the insurance policy. It gives details of the period of insurance, the sections of the policy that apply, the premium you have to pay, the car which is insured and details of any excesses or endorsements. This also shows the information that you provided, including information given on your behalf and verbal information you gave prior to commencement of the policy.

Terrorism

Terrorism as defined in the Terrorism Act 2006 or any subsequent amendments or any act deemed by the Government or a UK Court of Law to be an act of terrorism.

The car

The motor vehicle shown as insured on your Statement of Fact and for which you have been issued a Certificate of Motor Insurance. The car's registration number will be shown on your latest Certificate of Motor Insurance. This also includes accessories and spare parts when they are with the car or locked in your own garage and, if your car is electric, this also includes your charging cables and the charger installed at your home.

We, us, our

Ageas, a trading name of Ageas Retail Limited.

You, your

The person or company shown under "About you" on the Statement of Fact.

Your insurer

Ageas Insurance Limited.

Car insurance conditions

Claims

You should report any claim to your insurer as soon as possible. Contact details for your insurer can be found at the front of this policy booklet. You must send your insurer any letter, claim, writ or summons as soon as you receive it. You must also let them know straight away if you or your legal advisers know of any prosecution, inquest or fatal accident inquiry that might be covered under this policy. Unless you have your insurer's written permission, you (or any other person who claims under this policy), must not:

- Negotiate on any claim made against you.
- Admit fault.
- Make any payment, offer or promise of payment.

In dealing with any claim under the terms of this policy, your insurer may:

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

Anyone who makes a claim under this policy must give your insurer any reasonable information they ask for.

Right of recovery

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

Other insurance

If any incident that leads to a valid claim is covered under any other insurance policy, your insurer will only pay their share of the claim.

Reasonable precautions

Anyone covered by this policy must take all reasonable steps they can to protect the car (and anything in or attached to it), against loss or damage. This includes making sure that the car has all its windows, doors, roof openings, hood and boot closed and locked, and all keys or devices needed to lock the car are with you or the person authorised to use the car when no one is in it.

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

Keeping to the terms of the policy

Your insurer 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, your insurer and our customers, so we and your insurer 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 and your insurer 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 and your insurer deal with fraud and misrepresentation to protect us, your insurer and our customers

If we or your insurer find that a deliberate or reckless misrepresentation has been committed we and your insurer 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 or your insurer find that any form of claims fraud has been committed we and your insurer 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.

Changes you must tell us about

You must tell us about any of the changes listed on page 4 straight away. Failure to tell us or your insurer 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** free of any administration charge.

Cancelling your policy

How you can cancel your policy

You can cancel your policy at any time. To do so please contact us by telephone or by writing to the following address:

0345 650 0345

Ageas
Deansleigh House
Deansleigh Road
Bournemouth
BH7 7DU

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.

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 both Ageas and your insurer Ageas Insurance Limited.

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

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 Policy, please go to ageas.co.uk/privacy-policy or contact our Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA or by emailing thedpo@ageas.co.uk.

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.
- Financial details, such as bank account and card details.
- 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 publically 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, where they have sent your personal information to us to see whether we are able to provide you with a quotation.

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 statistical, trend and market research in relation to our products and/or services, as well as analysis and modelling 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 who either provide a service to us or on our behalf or where we provide services in partnership with them.
- 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, regulatory, tax and accounting obligations. We also keep your information for several years after the expiry of your policy in order to respond to any queries or concerns that may be raised at a later date with respect to the policy or handling of a claim. Please see our full Privacy Policy on our website for more details.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside of the United Kingdom (UK). We or our service providers may use cloud based computer systems (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 UK unless it is to a country which is considered to have sound data protection laws or we have taken all reasonable steps to ensure the 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 the use of your personal information.
- Asking us to move, copy or transfer your personal information to a third party (known as ‘data portability’).

- Objecting to the use of your personal information or to an automated decision including profiling.
- 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 personal 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.

Law applicable to the contract

This contract is subject to the law of England and subject to the non-exclusive jurisdiction of the courts of England unless we agree otherwise.

Language

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

Policy Exclusions

Your car insurance policy does not cover you for the following and claims will not be paid in these circumstances. However, your insurer will provide the minimum cover needed under compulsory motor insurance legislation.

1. Your insurer will not pay any claims arising directly or indirectly from the following:
   - The car being driven by, or being in the charge of someone who is not described in your certificate of motor insurance as entitled to drive, other than while the car is with a member of the motor trade for servicing or repair.
   - The car being driven, with your permission, by anyone who you know does not hold a driving licence or is disqualified from driving. However your insurer will still give cover if the person used to hold a licence and is allowed to hold one by law.
   - The car being driven by someone who does not meet all the conditions of their driving licence. An example of this would be a provisional licence holder driving without appropriate supervision as required by law.
   - The car being used for a purpose that is not shown as covered in your certificate of motor insurance, other than while the car is with a member of the motor trade for servicing or repair. An example of this would be using a car for business purposes when you have not insured it for this purpose.
   - The car being used for hiring, competitions, rallies or trials or racing formally or informally against another motorist.
   - The car being used on a motor racing track, de-restricted toll road, airfield, at an offroad event or at The Nurburgring.
   - The car being used for criminal purposes or deliberately used to threaten to cause harm, loss or damage. An example of this would be ‘road rage’.
   - The car 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
2. If you receive any payment for giving people lifts in the car, the policy is not valid if:
   - the car is made or altered to carry more than eight people including the driver; or
   - you are carrying the passengers as part of a business of carrying passengers; or
   - you are making a profit from the payments you receive.
3. Claims arising directly or indirectly from any of the following:
   - Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel.
   - The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.

- Pressure waves caused by aircraft (and other flying objects) travelling at any speed.
- War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, insurrection or military or usurped power.
- Acts of terrorism.

4 Claims arising directly or indirectly from earthquakes, riots or civil disturbances outside Great Britain, the Isle of Man or the Channel Islands, except under section G (liabilities to third parties) of this policy.

! **Please note** Riots or civil disturbances in Northern Ireland are excluded.

5 Any liability you accept under an agreement or contract, unless you would have been legally liable anyway.

Please try to avoid admitting fault at the scene of an accident – just exchange your insurance details with anyone else involved.

6 Any decision or action of a court which is not within the geographical limits of this policy (i.e. the United Kingdom, Channel Islands or Isle of Man) unless the proceedings are brought, or a judgement is given, in a foreign court because the car was used in that country and your insurer had agreed to cover it there.

7 Claims arising directly or indirectly from any car being in a place used for the take-off, landing, parking or movement of aircraft, including the associated service roads, refuelling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come within the Customs examination area or any part of airport premises to which the public does not have vehicular access.

! **Please note** You will be covered at airports in areas where the general public are allowed, such as airport car parks and pick-up and drop-off areas.

How to make a complaint

We and your insurer strive to provide the highest standard of service to you at all times. However, things can go wrong occasionally and when this happens, we and your insurer are committed to sorting this out quickly.

If your complaint concerns the service at Ageas

If you wish to make a complaint about the service we have provided (including information or documentation issued to you), you should contact us as follows:

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

By phone: 0345 165 0570 (8.30am - 6pm Monday to Friday and 8.30am - 4pm Saturday)

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 your insurer (including complaints about the service or the amount offered in settlement of a claim), you should contact them as follows:

Ageas Insurance Limited - You can call your claims handler (your handler's name and phone number will be located on any letters which they have sent to you) or contact them as follows:

Customer Services
Ageas Insurance Limited,
Ageas House,
Hampshire Corporate Park,
Templars Way,
Eastleigh,
Hampshire,
SO53 3YA

Alternatively, you can email your insurer via the website www.ageas.co.uk including your policy number and claim number (if appropriate).

We/your Insurer 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 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 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:

Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR

0800 023 4567 or 0300 123 9123

complaint.info@financial-ombudsman.org.uk

www.financial-ombudsman.org.uk

Please note that if you do not refer your complaint within the six months, the Ombudsman will not have our/your insurer's 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.

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

Financial Services Compensation Scheme (FSCS)

Ageas and your insurer are covered by the independent Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we or your insurer cannot meet our obligations to you. This depends on the type of insurance and circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS **(www.fscs.org.uk)** or by writing to the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

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
0344 701 1119

For Excess Protection claims ONLY
0345 165 0564

For Replacement Vehicle claims ONLY
0345 165 0569

For Key Protection claims ONLY
0345 165 0571

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

- Legal Expenses cover
- Excess Protection cover
- Replacement Vehicle cover
- Key Protection 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 Car 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 Essentials Car 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 overleaf 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:

Please note - Legal Expenses claims are handled by Arc Legal Assistance.

- **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 Insurance 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 us as follows:

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

0345 165 0570

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 your 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:

Arc Legal Assistance Limited
PO Box 8921
Colchester
CO4 5YD

01206 615000

customerservice@arclegal.co.uk

Key Protection

If your complaint concerns Key Protection cover, please contact your insurer as follows:

Ageas Insurance Limited
Ageas House
Hampshire Corporate Park,
Eastleigh
Hampshire
SO53 3YA

0345 165 0571

Alternatively, you can email your insurer via www.ageas.co.uk including your policy number and claim number (if appropriate).

Excess Protection or Replacement Vehicle

If your complaint concerns your Excess Protection or Replacement Vehicle cover, please contact us as follows;

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

0345 165 0564 (Excess Protection)

0345 165 0569 (Replacement Vehicle)

aslcomplaints@ageas.co.uk

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

We/your insurer/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/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:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

0800 023 4567 or 0300 123 9123

complaint.info@financial-ombudsman.org.uk

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/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/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/Arc Legal Assistance cannot meet our/their 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.**

How to cancel your optional cover policy

Cancellation can take effect immediately or from a later date, however it cannot be backdated to any earlier date.

Cancelling any direct debit instruction does not mean you have cancelled the policy.

Within 14 days of buying the policy

- You have 14 days from either the purchase date of the policy or the date you receive the policy documents, whichever is later, to telephone or write to us at the address shown below if you want to cancel your policy.

Ageas
Deansleigh House
Deansleigh Road,
Bournemouth,
BH7 7DU

0345 165 0570

- If the cover has not yet started, we will refund any premium already paid.
- If the cover has started, as long as you have not made a claim, and neither you nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim, we will refund any premium already paid. If any claim has been made, you must pay the full annual premium.

After the 14 day period

- You may cancel your policy any time after the 14 days by telephoning or writing to us at the details shown above.
- If the cover has not yet started, we will refund any premium already paid.
- If the cover has started, no refund of premium will be given.

Our right to cancel 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 or your insurer suspect fraud on this or another insurance policy. For more about how we deal with fraud and the consequences of it, please refer to the section titled "Fraud, Misrepresentation or Mis-description" shown overleaf.
- There's been a misrepresentation which means your insurer no longer wishes to insure you.
- We're unable to take a payment from your account.
- You, or someone representing you, is abusive to our staff or anyone acting on our behalf.
- You won't give us information that we ask for.

No refund of premium will be made in these circumstances.

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

We reserve the right not to invite you to renew your policy.

Fraud, Misrepresentation or Mis-description

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 find that fraud has been committed 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 including investigation 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 30 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.

The Legal Expenses Insurance policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's 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.

Key Protection, Excess Protection and Replacement Vehicle cover are underwritten by Ageas Insurance Limited.

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 Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

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. This can be checked by visiting the website 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 Ltd 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.

Your Demands and Needs

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

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

a The insured incident takes place within the insured period and within the territorial limits, and

b The legal action takes place in the territorial limits.

c Where there are reasonable prospects of success (see page 55 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 AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's 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.

Definitions applicable to your Legal Expenses policy only

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 vehicle; the defence of criminal motoring prosecutions in relation to the vehicle and the defence of civil legal cases and criminal prosecutions in relation to vehicle cloning.

Adviser – Ageas Law LLP or one of our

Want to add Legal Expenses cover to your policy?

0345 165 0570

8.30am – 6pm Monday to Friday and 8.30am – 4pm Saturday

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 incident – The incident 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.

Insured period – The period of insurance declared to us by Ageas, a trading name of Ageas Retail Limited.

Limit of indemnity – The maximum amount payable in respect of an insured incident.

Road traffic accident – A traffic accident in the territorial limits involving the insured vehicle occurring during the insured period 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.

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.

Territorial limits

- Uninsured loss recovery and personal injury: The European Union.
- All other areas of cover: Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

Vehicle – The vehicle 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 vehicle 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 0344 701 1119 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 car or vehicle repairs).

Unless a conflict of interest arises you are not covered for legal fees incurred before

Need to make a claim on your Legal Expenses policy?

0344 701 1119

Lines are open 24 hours a day, 365 days a year

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 vehicle 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;

- Relating to an agreement you have entered into with another person or organisation.
- For applications for payment to the Motor Insurers Bureau under the Untraced Driver's Agreement, or Uninsured Driver's 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 vehicle. Pleas in mitigation are covered where there is a reasonable 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 for advisers' costs to pursue or defend contract disputes relating to the sale or purchase of goods or services relating to the vehicle including the vehicle 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.

Vehicle Cloning

What is insured;

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

What is not insured;

Claims:

- Where the vehicle's identity has been copied by somebody living with you.
- Where you did not act to take reasonable precautions against your vehicle's identity being copied without your permission.
- For any losses (other than advisers' costs) incurred by you as a result of your vehicle'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 vehicle is seized following a failure in the communications between Ageas, a trading name of Ageas Retail Limited/ your insurer and the Motor Insurance Database resulting in incorrect information about you or your vehicle being recorded on that database.

General exclusions which apply to your Legal Expenses policy

There is no cover:

- Where the insured incident 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 car 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 misrepresentations to the adviser.
- Where at the time of the insured incident you were disqualified from driving, did not hold a licence to drive or the vehicle 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 incident occurs outside the insured period.
- For motoring prosecutions where your car 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 which you would like to claim about. 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 51.

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 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 reasonable 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 more than 50% 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 advisers' costs that 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 on page 44 of 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 Contracts (Rights of Third Parties) Act 1999 gives anyone else either any rights under this policy or the right to enforce any part of it.

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 motor vehicle 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 0344 701 1119 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 a legal issue you 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.

To make a claim, call and quote 'Ageas' for an initial telephone conversation

0344 701 1119

Lines are open 24 hours a day, 365 days a year

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.

Your Demands and Needs

This policy meets the demands and needs of Ageas Essentials Car Insurance customers who would like to insure themselves against the expense of their Motor insurance policy excess should their insured vehicle 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.

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.

Excess – The amount which you are required to pay under the terms and conditions of your motor insurance policy following an insured event.

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

Insured vehicle – The vehicle listed in and insured under the motor insurance policy.

Motor insurance policy – The Ageas Essentials Car Insurance policy that has been issued to you for the insured vehicle.

Period of insurance – The period of the motor 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 motor insurance policy cover will be provided from the date you purchased it and will end on the expiry of your motor 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 and confirms the optional cover you have selected.

United Kingdom/UK – England, Scotland, Wales, Northern Ireland and the Isle of Man.

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

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

Your insurer – Ageas Insurance Limited.

Want to add Excess Protection cover to your policy?

0345 165 0570

8.30am-6pm Monday to Friday and 8.30am-4pm Saturday

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 the claims team on 0345 165 0564. Claims Lines are open 8am-9pm Monday to Friday, 9am-6pm Weekends.

Before consideration is given to the settlement of your claim, you may 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 motor car insurance company that the excess is payable due to an insured incident. Failure to provide necessary documentation may jeopardise your claim.

What is covered by your Excess Protection policy

This 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 motor 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 motor insurance policy.
- Any excess for theft or attempted theft of personal belongings.
- Any insured event which occurs whilst the insured vehicle is being used and/or driven on any race track, circuit or other prepared course.
- Any insured event which occurs whilst the insured vehicle is being driven by someone who is under 17 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 motor insurance policy.
- Deliberate non-disclosure or criminal act, which is found to your insurer's 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.

Need to make a claim on your Excess Protection policy?

0345 165 0564

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

- Any claim where the motor insurer does not provide cover under the terms of the underlying motor insurance policy.

Replacement Vehicle cover

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

Replacement Vehicle (Optional)

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

Your Demands and Needs

This policy meets the demands and needs of Ageas Essentials Car Insurance customers whose insured vehicle 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 vehicle facility provided by the hire company. This policy will cover you for the replacement vehicle hire charges which are not recoverable from any third party.

Who provides your Replacement Vehicle 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.

The hire company provides the Replacement Vehicle under this policy, but the contract of insurance remains between you and your insurer. If you or any insured person are under 21 years of age, the hire company may appoint another hire car company to provide you with your Replacement vehicle.

Definitions

Throughout this section, your Replacement Vehicle 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.

Geographical limits – England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands and while the insured vehicle 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 your 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 vehicle 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 Vehicle Builders & Repairers Association (VBRA) or Motor Vehicle 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, and who are authorised under your motor

Want to add Replacement Vehicle cover to your policy?

0345 165 0570

8.30am – 6pm Monday to Friday and 8.30am – 4pm Saturday

insurance policy to drive the insured vehicle (as shown on the current certificate of motor insurance issued by us) as at the date of the insured incident.

Insured vehicle – The vehicle specified in the motor insurance policy issued by us, for which you hold a current certificate of motor insurance at the time of the insured incident.

Motor insurance policy – The motor insurance policy which you have taken out through us, which covers your insured vehicle.

Period of insurance – This Replacement Vehicle policy will run concurrently with your motor insurance policy for a maximum of 12 months. If the policy was arranged after the start date of your motor insurance policy, cover will be provided from the date you bought it and will end on the expiry date of your motor insurance policy.

Replacement vehicle – A replacement vehicle which is provided to you on a temporary basis in the event of an insured incident. The actual make and model of the replacement vehicle will be decided by the hire company. The replacement vehicle will, where possible, be of a similar engine size to the insured vehicle but will be subject to a maximum engine size of 1600cc.

Replacement Vehicle policy – This Replacement Vehicle policy which is a separate and stand-alone insurance contract to your motor 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 Vehicle policy

If you need to make a claim for a replacement vehicle due to an insured incident then please call the claims team on 0345 165 0569. Claims Lines are open 8am-9pm Monday to Friday, 9am-6pm weekends.

If you have a valid replacement vehicle policy in place and the claim is due to an insured incident, subject to availability and your claim being accepted your insurer will aim to provide you with a replacement vehicle within 1 working day. The following process will be undertaken to provide a replacement vehicle:

- 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 motor insurance policy documents including a current certificate of motor insurance.

Need to make a claim on your Replacement Vehicle policy?

0345 165 0569

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

- The photocard driving licence for yourself and any other insured drivers you wish to drive the replacement vehicle.

- If you do not provide these documents and, if applicable, a crime reference number, you will not be provided with a replacement vehicle 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 vehicle 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 vehicle to the hire company providing the conditions of this policy are met.

The hire car 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 car (e.g. tolls, water crossings).

In the unlikely event the hire company are unable to provide you with a replacement vehicle, a one off payment of up to £340 will be made. This will be calculated on the hire equivalent of a similar engine size to the insured vehicle up to a maximum engine size of 1600cc. Alternatively if you would prefer to cash settle your claim rather than use the replacement vehicle that the hire company can provide, a one off payment of £150 will be made to you by your insurer.

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 Vehicle policy

1. Any claim for a replacement vehicle where your motor insurer has not agreed to pay your claim for loss or damage to your insured vehicle under the terms of your motor insurance policy following an insured incident which gives rise to a claim under this replacement vehicle policy.
2. Any claim where the insured vehicle 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 vehicle has been stolen, which you have not reported to the police.
4. Any sea transit charges for the delivery and collection of the replacement vehicle.
5. All fees, fines, fares and fuel relating to the replacement vehicle while you hire it.
6. Any further hire charges due after:
   - the first 14 days of hire; or
   - the date on which the insured vehicle is repaired or replaced under the terms of your motor insurance policy; or
   - the date on which your stolen insured vehicle was recovered in a driveable condition; or
   - the seventh day since receiving

the first settlement from your motor vehicle insurer, whichever is earliest.

7 Any insurance excess payable in the event of a claim arising out of an accident involving the replacement vehicle.

8 Any claim which you report to the claims handler more than 14 days after the insured incident.

9 Any claim for a replacement vehicle which you report to the claims handler more than 5 days after the insured vehicle has been determined, or accepted, by the motor vehicle 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 Vehicle policy started.

12 Any claim for a replacement vehicle which is covered under any other policy, or any claim that would have been covered by another policy, if this Replacement Vehicle policy did not exist.

13 Any claim for a replacement vehicle where it is possible to recover the amount paid to you under your motor insurance policy for the loss or damage to your insured vehicle and the cost of a replacement car from a third party.

14 No more than 2 claims can be made during the period of insurance.

Key Protection cover

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

Key Protection cover (Optional)

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

Your Demands and Needs

This policy meets the demands and needs of Ageas Essentials Car Insurance customers who would like cover against the potential costs arising after loss, accidental damage or theft of their keys and additional specified costs.

We do not make personal recommendations as to whether this policy suits your individual circumstances.

Looking after your keys

- Never have anything with your name and address attached to your keys.
- Never leave your keys under doormats, on a string through the letterbox, under a stone, on top of a door or window frame etc. An opportunist thief may be watching.
- Never leave vehicle keys close to the front door or where they can be seen.
- Never leave doors or windows open when you go out.

Who provides your Key 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.

Want to add Key Protection cover to your policy?

Definitions applicable to your Key Protection policy only

Throughout this section, your Key Protection policy has certain words which have special meanings which are shown below:

Appropriate solution – The most appropriate and cost effective course of action when assessing your claim.

Keys/locks – Any keys and the associated locks for your vehicle (including electronic, remote and proximity keys), home and office (including security safe), garage, shed, outbuildings and gates. We will only provide a replacement key and one duplicate key for each key covered under a valid claim.

Period of insurance – This policy will run concurrently with your Ageas Essentials Car Insurance policy for a maximum of 12 months. If you arranged this policy after the start date of your motor insurance policy, cover will be provided from the date you bought this Key Protection policy and will end on the expiry date of your motor insurance policy, as detailed on your Statement of Fact.

Policy limit – The total amount payable, under this policy, in respect of each insured incident and in total for all insured incidents in any period of insurance is £1,500 including VAT.

Reimburse(d)/Reimbursement – Where a payment has to be made by you, we will repay you up to the policy limit subject to the policy conditions.

0345 165 0570

8.30am – 6pm Monday to Friday and 8.30am – 4pm Saturday

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.

Stranded – If you are without transport to your onward destination.

You/your – The person(s) named on the policy schedule and any immediate member of your family permanently residing at the same address during the period of insurance.

Your Insurer – Ageas Insurance Limited

United Kingdom/UK – England, Scotland, Wales, Northern Ireland including Isle of Man & the Channel Islands.

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

How to make a claim on your Key Protection policy

We hope you will not suffer any misfortune that would result in you making a claim, but if you do, the following guidance may be of assistance.

1. Tell the police as soon as reasonably possible if you suspect theft or loss of your keys.
2. Please read your policy document to check that the cause of the claim is covered.
3. If you believe your claim to be valid then please telephone your insurer on 0345 165 0571 as soon as reasonably possible.
4. Your insurer will arrange the appropriate solution and assistance for you and your insurer will either reimburse or pay for any valid costs incurred up to the policy claim limit.

What is covered by your Key Protection policy

This Key Protection policy provides cover in the event of accidental damage to, loss or theft of your keys. Your insurer will reimburse you up to the Policy limit and will assist with the arrangements for replacing your keys and locks, opening of safes or onward transportation.

Important – Please note that damage to locks alone is not covered.

During the period of insurance you will be covered for;

1. Theft or loss of your keys – If your keys are stolen or lost anywhere in the UK, you must report this to both the police, obtaining a crime reference number or if provided a lost property number, and your insurer. Following validation of your claim your insurer will reimburse you or pay for the cost of your key or lock replacement up to the policy limit.
2. Accidentally damaged or locked in keys – If your keys are locked in your vehicle, home or office or accidentally damaged denying you access to your property, you must report this event to your insurer. Following validation of your claim your insurer will reimburse you or pay for the cost of gaining access and if necessary provide reimbursement for a replacement key, or repair or replacement of the damaged lock, up to the policy limit.
3. Becoming stranded due to theft or loss of keys – if you are stranded due to theft or loss of your vehicle keys and have no access to your vehicle your insurer will pay £75.00 per day including VAT for vehicle hire,

Need to make a claim on your Key Protection policy?

0345 165 0571

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

for up to 3 days. As an alternative, public transport or taxi fares may be reimbursed.

What is not covered by your Key Protection policy

1. All costs incurred where you have not notified your insurer within a reasonable time of the incident.
2. Any claim for theft or loss of keys that is not reported to the police within a reasonable time of the incident and a crime reference or lost property number obtained.
3. Any claims for public transport or taxi fares with no valid receipts or tickets.
4. Any claim for replacing locks when only parts need changing.
5. Any claim for damage to locks or keys by wear and tear, mechanical or electrical breakdown, cleaning, repairing, restoring or anything that happens gradually.
6. Any claim for damage to locks alone where there is no associated damage to the keys.
7. Any claim for loss or damage caused by any act of war, invasion or revolution.
8. Locks that are damaged prior to the loss or theft of keys.
9. Replacement locks or keys of a higher standard or specification than those replaced.
10. Charges or costs incurred where your insurer arranges for the attendance of a contractor at a particular location and you fail to attend.
11. Charges or costs incurred where you make alternative arrangements with a third party once your insurer has arranged for a contractor to attend a particular location unless otherwise agreed by your insurer.

Claims Conditions of your Key Protection policy

1. For an insured incident, your insurer will find an appropriate solution for you or they will reimburse your incurred costs, up to the policy limit. You will only be provided with one replacement key and one duplicate key for each key covered under a valid claim.
2. All lost or stolen keys or keys locked in your vehicle, home or office or accidentally damaged must be reported to your insurer on 0345 165 0571 as soon as possible. Lines are open 8am-9pm Monday to Friday, 9am-6pm Weekends.
3. The police must be notified of all lost and stolen keys and a crime reference or lost property number obtained in order to proceed with the claim.
4. Following validation of your claim your insurer will either find an appropriate solution for you or will reimburse your incurred costs, up to the policy limit. For any claims requiring reimbursement you must forward the original detailed invoice(s), receipt(s) and crime reference or lost property number to your insurer as soon as possible.
5. Claims for reimbursement of public transport or taxi fares will be assessed individually. All receipts and tickets for you and your passengers must be retained as proof of your claim.

Notes

ageas is a trading name of Ageas Retail Limited. Registered office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Registered in England and Wales 1324965.

Ageas Retail Limited is authorised and regulated by the Financial Conduct Authority. FCA registered number: 312468. Insurance provided by Ageas Retail Limited is not available in the Channel Islands. Ageas Insurance Limited (a sister company of Ageas Retail Limited) underwrite the insurance and provide our claims service.

ADMEPB May 22