



Optima Small Fleet

Policy Wording

What's inside...

Important information	3
What to do if you have an accident	3
Broken windscreen and window glass	4
What to do if you need to make a claim	4
Contract of insurance	6
Definitions	7
Your cover	9
Policy exclusions	18
General policy conditions	19



To make a claim, call 0345 125 8833
Please add this number to your mobile phone

Contents

	Page No
Important customer information	3
What to do if you have an accident	3
Broken windscreens and windows	4
Contract of insurance	6
Definitions	7-8
Your cover:	9-17
Section A – Damage to the vehicle	9-10
Section B – Broken windscreen and windows	11
Section C – Fire and theft	11-12
How we will settle your claim under Sections A, B or C	13
Section D – Personal accident	14
Section E – Medical expenses	14
Section F – Personal belongings	14
Section G – Liabilities to third parties	14-16
Section H – Replacement locks	17
Section I – Trailers	17
Policy exclusions	18
General policy conditions	19-21
What to do if you have a complaint	22
Financial Services Compensation Scheme	23

Useful telephone numbers

Onecall **0345 125 8833** (or +44 2380 352943 if you are calling from outside the UK).

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

Broken windscreens and windows 0800 174764

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

Important information

Under general policy condition 12 on page 20, you must tell us about any of the following changes within the timescales mentioned. If you do not tell us about these changes, your policy may no longer be valid or we may not pay your claim. These changes may result in a change to your premium and/or excess.

- Any changes to the vehicle must be notified prior to cover being required to ensure that an appropriate certificate is issued i.e. you change the vehicle or its registration number, you get another vehicle or you sell the vehicle. You must supply details of any vehicle whose use is insured under this policy as required by the relevant law applicable within Great Britain and Northern Ireland for entry on the Motor Insurance Database. No cover applies under this policy for the vehicle until a certificate has been issued.
- Anyone who drives the vehicle gets a motoring conviction that includes any period of disqualification or results from the death of any person. These must be notified immediately you become aware of them.
- You change the purpose the vehicle is used for. This must be notified immediately as the certificate may need amendment.
- You change your address. This must be notified immediately.
- The vehicle is involved in an accident or fire, or someone steals, damages or tries to break into it. This must be notified immediately.
- You change your business name or trading title. This must be notified immediately.

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

What to do if you have an accident

The Law

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

To help with the claims process

- Do not apologise or admit fault.
- Try to collect the following information to give to the Onecall claims helpline (see page 4). This will help us to speed up your claim.
 - Full details of the other drivers, including their phone numbers, and the registration numbers of all vehicles involved. This will allow us to contact anybody else involved straight away and, if you are not at fault endeavour to recover any money we pay.
 - Injuries caused.
 - Property damage.
 - Witnesses (if there are any).
 - Police officers and report references.
 - Full details of what happened.
 - Taking photos with a camera or mobile phone can help to confirm certain accident details.

- Full details of the driver of your vehicle or the last person in charge of the vehicle.

Next steps

- Call the Onecall 24-hour claims helpline on 0345 125 8833 (see page 4). If you are calling from outside the UK, please call +44 2380 352943
- Onecall will collate the information and send you a report form to fill in if required.
- There will be a phone number on all correspondence from our claims department for you to call if you need to contact us. Please remember to have your claim number ready when you call.
- Please remember to remove all personal belongings from the vehicle before it is taken for assessment or repair.
- Please see page 13 for details on how we settle your claim for sections A, B or C.

Important note

We, Ageas Insurance, are not responsible for recovering your uninsured losses such as your policy excess. You may have cover under a Fleet Legal Guard extension if identified on your schedule. If not you should contact your insurance adviser directly to see if any separate insurance cover has been arranged.

Broken windscreens and windows

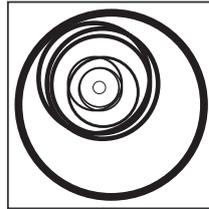
The windscreen helpline is open 24 hours a day, 365 days a year

If you have windscreen cover:

- Call **0800 174764** to arrange for the glass to be repaired or replaced. If you phone this number and use one of our chosen glass companies, cover is unlimited, subject to any policy excess.
- Repairing a windscreen or window instead of replacing will save you paying any applicable policy excess. Ask when calling the Ageas Insurance Glassline on the number above.

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

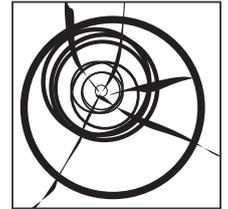
Cracks up to five centimetres (two inches) and breaks the size of a £1 coin can generally be repaired.



'Bullseye'



'Starbreak'



'Combination'

If you are registered for VAT then you will be responsible for the payment of the amount direct to the repairer.

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

ONECALL 0345 125 8833

If you are calling from outside the UK, please call +44 2380 352943
The claims helpline is open 24 hours a day, 365 days a year

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

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

Start of the claims process

- If your vehicle is involved in an incident or you need to make a claim, please phone us as soon as possible.

- To help us deal with your call efficiently, please ensure the drivers have your certificate number and details of the incident with them when they call. If they are at the scene of the accident when they call OneCall and do not have your certificate number with them, please give us the vehicle registration number. (To speed up the process please ensure you keep the motor insurance database up to date with your vehicle details).
- We will collect the information and send you a report form to fill in, if required.
- We will answer all correspondence within five working days of receiving it.

Repair service for an incident in the geographical limits	
Message relay	We can pass messages to friends, family or colleagues.
If damage to the vehicle is covered under the policy	
Repairs	If the vehicle can be repaired and the vehicle is within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, we will arrange for one of our approved repairers to contact you to arrange to collect the vehicle.
Authorisation	In this situation you do not need to get any estimates, and repairs can begin immediately after we have authorised them.
Delivery	When the work is done, our repairer will contact you to arrange a convenient time to deliver the vehicle back to you within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
Paying for repairs	We will pay the repair bill. All you need to do is pay any policy excess and/or VAT (if it applies) directly to our repairer when they deliver the vehicle back to you.
Get-you-home Service	If the vehicle is not roadworthy after an incident which occurs within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, we can arrange to get the driver and the passengers home or to your planned destination. If they cannot complete their journey, we will pay for overnight accommodation up to £50 for each person (up to £250 in total).
Keeping you mobile while your vehicle is being repaired within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands	<p>If your vehicle is insured for comprehensive cover, to keep you mobile, we offer the following:</p> <ul style="list-style-type: none"> • If your vehicle is a car, and you are using one of the Ageas approved repairers, you will be offered a small courtesy car while yours is being repaired. Once we have decided that your car can be economically repaired and if it cannot be driven, we will provide the courtesy car on the next working day for as long as the repairs take. If your car can still be legally driven, we will deliver the courtesy car when your car is collected for repairs. The repairer may, with your agreement, provide an alternative solution more suitable to your requirements. • If your vehicle is a goods carrying commercial vehicle, with a revenue weight of up to 3.5 tonnes, we will arrange for a supplier to provide you with a replacement vehicle for up to 14 consecutive days if your vehicle is unroadworthy following an accident. The vehicle provided will be: <ul style="list-style-type: none"> • a car-derived style van, where your vehicle weighs up to 1.8 tonnes revenue weight • a panel van, where your vehicle weighs between 1.8 and 3.5 tonnes revenue weight. The supplier will provide the replacement vehicle for the shorter of 14 consecutive days, until the vehicle is repaired, or until we make a settlement offer because the vehicle is a total loss. The service depends on a suitable replacement vehicle being available from the supplier. Whilst we will do what we can to make a replacement vehicle available, neither the supplier nor we will be liable to pay any compensation, or provide a vehicle from another source if a suitable vehicle is not available. <p>This cover also applies to vehicles damaged by fire, or stolen and recovered, provided the vehicle is repairable.</p> <p>For full terms and conditions see page 9-12.</p>
If the vehicle cannot be repaired	<p>If your vehicle cannot be economically repaired, we will offer a settlement amount within one week of the date we receive the engineer's report. Once this amount is agreed, we will send you (or the leasing, contract hire or hire purchase company) a cheque by first-class post within one working day of receiving satisfactory vehicle documents. The vehicle will then become our property.</p> <p>If your vehicle is a total loss (a write-off), you must arrange for all the original documents that we ask for to be sent to us (for example, the vehicle registration document (V5C)). We will arrange for an appointed salvage agent to collect the vehicle to dispose of it. Please remember to remove all your personal belongings from the vehicle before it is collected.</p>

Contract of insurance

Introduction

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

In return for **you** paying or agreeing to pay the premium, **we** will provide cover, under the terms of this contract of insurance, against accidental injury, loss or damage that happens during the **period of insurance** and within the **geographical limits**. **Our** liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this policy, the **schedule** or any **endorsement** to this policy.

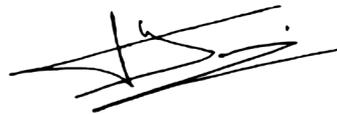
This contract of insurance is based on information on the **proposal** or statement of fact. It is an offence under the Road Traffic Act to make a false statement or withhold any material information for the purposes of obtaining a **certificate**. Failure to disclose all material facts could render **your** insurance invalid and not give protection in the event of a claim. Material facts are those that **we** would regard as likely to influence the acceptance and assessment of this risk. If **you** are in any doubt about the facts considered material, **you** should disclose them. **We** will be happy to give **you** advice if **you** wish.

In this policy:

- Any reference to the singular will include the plural and vice versa.
- Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.
- Any heading in this policy is for ease of reference only and does not affect its interpretation.

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

Signed for and on behalf of
Ageas Insurance Limited



François-Xavier Boisseau - CEO, Insurance
Ageas Insurance Limited

Definitions

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

Accessories

- a Parts or products specifically designed to be fitted to or used with the **vehicle** including spare parts
- b entertainment systems, communications, navigation or other electronic equipment only if permanently fitted to the **vehicle** excluding electronic equipment temporarily sited in and removable from the **vehicle** being powered from a cigarette lighter or accessory socket.

Business partner

Any person in business with **you** under the terms of a partnership agreement (whether express or implied by law).

Car

Any private car, estate car or utility car.

Certificate

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

The **certificate** shows:

- a what **vehicle** is covered
- b who is allowed to drive the **vehicle** and
- c what the **vehicle** can be used for.

If **your certificate** allows **driving** by any driver, please refer to **your schedule** for any restrictions that may apply.

Commercial vehicle

A motor vehicle other than a **car**, **motorcycle** or **minibus**.

Costs and expenses

- a Claimants' costs and expenses
- b costs and expenses incurred with **our** consent in defending any claim
- c costs incurred with **our** consent for:
 - i solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction (including a court of equal status in any country within the **geographical limits**)
 - ii legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving or any equivalent charge within the **geographical limits** arising from an incident covered under this policy.

Driver

Any person driving the **vehicle** and entitled to do so under the terms of the **certificate**.

Endorsement

A clause, detailed on the **schedule**, that alters the cover provided by this policy.

Excess

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

Geographical limits

- a Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- b any other member country of the European Union
- c any other country which has agreed to follow Article (8) of the EU Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (number 2009/103/EC)
- d any other country but only during any period for which **you** have requested and **we** have agreed to extend cover for the use of the **vehicle** in that country

and while the **vehicle** is being transported by land or sea between any of these countries.

Insurance adviser

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

Insured person

- a **you**
- b the **driver**
- c if **you** ask us:
 - i any principal, director, **business partner** or employee of **yours**
 - ii any **passenger**
 - iii the legal owner of any **vehicle** hired, or loaned or leased to **you**
 - iv any member or committee member of **your** sports and social club
 - v the hirer of any agricultural tractor or self-propelled agricultural or forestry machine provided always that such hire is permitted under the terms of the **certificate**
- d any person using (but not driving) the **vehicle**, with **your** permission, for social domestic and pleasure purposes provided that such use is permitted under the terms of the **certificate**
- e the employer or **business partner** of any person whose business use is permitted under the terms of the **certificate**.

Definitions - continued

Licence

A current licence to drive a motor vehicle of the same class as the **vehicle** as required by relevant jurisdiction within the **geographical limits**.

Market value

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

Minibus

A motor vehicle with between 9 and 16 (inclusive) **passenger** seats.

Motorcycle

Any motorcycle, motorcycle and sidecar or moped.

Passenger

Any person other than the **driver** travelling in or on or getting into or out of the **vehicle** or any **trailer** or broken down vehicle attached to the **vehicle**.

Period of insurance

The length of time that the contract of insurance applies for as shown in the **schedule**.

Pollution or contamination

Pollution or contamination of buildings or other structures or of water, land or the atmosphere.

Property

Physical **property**.

Proposal

The information that **you** gave **us**, including information given on **your** behalf and verbal information **you** gave prior to commencement of this policy.

Road

Anywhere within the **geographical limits** where compulsory motor insurance legislation is operative.

Schedule

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

Terrorism

Terrorism as defined in the Terrorism Act 2000.

Trailer

Any trailer which is **your** property or for which **you** are legally responsible. **Trailer** does not include a broken down motor vehicle.

Vehicle

Any **car**, **motorcycle**, **minibus** or **commercial vehicle** (excluding a steam driven vehicle) which is insured under the policy and described in the **certificate**.

Except when **you** have requested and **we** have agreed to provide cover the **vehicle** does not include any motor vehicle registered outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We, our, us

Ageas Insurance Limited.

You, your, yours, yourself

The person, people (either acting in partnership or on behalf of an unincorporated organisation) or company shown under 'Policyholder details' in the **schedule**.

Extent of Cover

Cover only applies within the **geographical limits**. The extent of cover applicable is as stated in the **schedule** or any relevant **endorsement** and the following meanings apply where the words or phrases are printed in **bold**.

Comprehensive

The full insurance as written in this policy.

Third Party Fire and Theft

Sections A, B, D, E and F do not apply.

Third Party Only

Sections A, B, C, D, E, F and H do not apply.

Third Party Road Risks

Sections A, B, C, D, E, F and H do not apply.

Section G does not apply when legal liability arises out of death of or injury to any person or damage to **property** caused or arising beyond the limit of any **road**.

Your cover

Section A - Damage to the vehicle

What is covered	What is not covered
<p>We will pay for damage to the vehicle and accessories on the vehicle caused by accidental or malicious damage, or vandalism.</p> <p>We will not pay more than the market value of the vehicle, except as stated in how we settle claims on page 13, and in respect of any vehicle bearing a trade plate the maximum we will pay is the amount stated in the schedule or the market value of the vehicle whichever is the lesser.</p> <p>A.1 Courtesy car and replacement vans</p> <p>If your vehicle is insured for comprehensive cover, to keep you mobile, we offer the following:</p> <p>a If your vehicle is a car and you are using one of our approved repairers in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, you will be offered a small courtesy vehicle while yours is being repaired. Once we have decided that your car can be economically repaired and if it cannot be driven, we will provide the courtesy car on the next working day for as long as the repairs take. If your car can still be legally driven, we will deliver the courtesy car when your car is collected for repairs.</p> <p>The repairer may, with your agreement, provide an alternative solution more suitable to your requirements. While you have the courtesy car you will be responsible to pay fines for any parking or driving offences or congestion charges, and any additional charges for non-payment of these charges.</p> <p>You or your driver will need to produce an appropriate credit or debit card to the approved repairer to cover these costs.</p> <p>b If your vehicle is a goods carrying commercial vehicle, with a revenue weight of up to 3.5 tonnes, we will arrange for a supplier to provide you with a replacement van for up to 14 consecutive days if your vehicle is unroadworthy following an accident, which has been reported to us and we have accepted a claim (not including glass). The vehicle provided will be:</p> <ul style="list-style-type: none"> i a car-derived style van, where your vehicle weighs up to 1.8 tonnes revenue weight ii a panel van, where your vehicle weighs between 1.8 and 3.5 tonnes revenue weight. 	<p>Under section A:</p> <ol style="list-style-type: none"> 1 Loss of or damage to the vehicle when unoccupied or unattended unless all its windows, doors, roof openings or hood are closed and locked and all ignition keys or other removable ignition device and keys or devices needed to lock the vehicle are removed from the vehicle. 2 The excesses shown in the schedule. You must pay these amounts for every incident that you claim for under this section. 3 Loss of or damage to the vehicle caused by fire, lightning, self-ignition, explosion, theft or attempted theft. 4 Loss of use of the vehicle. 5 Loss of or damage to tools of trade, personal belongings, documents or goods. 6 Wear and tear. 7 Depreciation. 8 Mechanical, electrical, electronic and computer failures or breakdowns or breakages. 9 Damage to tyres caused by braking, punctures, cuts or bursts. 10 Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands. 11 Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available. 12 Loss of or damage to telephone or other communication equipment, audio, navigation and entertainment equipment unless this equipment is permanently fitted to the vehicle. 13 The vehicle losing value after, or because of, repairs. 14 Loss of or damage to the vehicle resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer. 15 Loss of or damage to any vehicle bearing a trade plate arising beyond the limits of a road except when during the course of a journey it is garaged elsewhere than in or on any premises which you own or occupy. 16 The vehicle being confiscated or destroyed by or under order of any government or public or local authority.

Your cover - continued

What is covered	What is not covered
<p>Replacement vans will be of a standard type and will not include:</p> <ul style="list-style-type: none">A specialist vehicles such as pick-up trucks, tippers or refrigerated vansB any trailer orC any accessories. <p>The supplier will provide the replacement van for the shorter of 14 consecutive days, until your vehicle is repaired, or until we make a settlement offer because your vehicle is a total loss.</p> <p>You will be responsible for all charges and costs where the replacement van is on hire for more than 14 days in a row. The service depends on a suitable replacement van being available from the supplier. Whilst we will do what we can to make a replacement van available, neither the supplier nor we will be liable to pay any compensation, or provide a vehicle from another source if a suitable vehicle is not available. Unless you have made other arrangements with the supplier it is a condition of hire that the replacement van must be returned to the depot that provided it at the end of the hire period.</p> <p>The courtesy car or replacement van will be insured under this policy as a vehicle and the same terms and conditions will apply as to the vehicle involved in the accident.</p> <p>A.2 Custom duty</p> <p>We will also pay customs duty if the vehicle is damaged and we decide not to return it after a valid claim on the policy.</p> <p>A.3 Other charges</p> <p>We will also pay any general average contribution and salvage and sue and labour charges incurred during the transportation of the vehicle by sea after a valid claim on the policy.</p> <p>Provided always that:</p> <ul style="list-style-type: none">a such vehicle is covered against loss or damage under this sectionb the contribution relates to the value of the vehicle. <p>A.4 Overnight accommodation</p> <p>If the vehicle is not roadworthy after an accident occurring within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, which has been reported to us and we have accepted the claim (not including glass), we can arrange to get you, the driver and any passengers home or to the planned destination. If the journey cannot be completed, we will pay for overnight accommodation up to £50 for each person (up to £250 in total).</p> <p>A.5 Unauthorised use</p> <p>We will pay for loss or damage while the vehicle is being used or driven by any person without your knowledge or consent for any purpose not permitted provided always that you will take all reasonable precautions to ensure that all persons who may use or drive the vehicle are made aware of the permitted purposes of use as stated in this policy.</p> <p>If the provision above is complied with then policy exclusion 1 d will not apply.</p> <p>See page 13 for details of how we settle claims.</p>	<p>17 Loss of or damage to any radar or laser detection equipment.</p> <p>Under sub-section A.1 you will be responsible for:</p> <ul style="list-style-type: none">1 paying fines for any parking or driving offences or congestion charges, and any additional charges for non-payment of these charges whilst you have the courtesy car or replacement van. You or your driver may need to produce an appropriate credit or debit card to the approved repairer or supplier to cover these costs2 the cost of the fuel you use3 collection and delivery charges, if these apply4 any charges for fitting accessories and5 all charges and costs where the replacement van is on hire for more than 14 days in a row.

Section B - Broken windscreen and windows

What is covered	What is not covered
<p>If the windscreen or any window glass in the vehicle is broken we will pay the cost of repairing or replacing it.</p> <p>We will also pay for any repair to the bodywork that has been damaged by broken glass from the windscreen or windows.</p> <p>If you wish to use our chosen glass companies phone the Ageas Insurance Glassline (see page 4).</p>	<ol style="list-style-type: none"> 1 The excess shown on the schedule in relation to a claim for glass damage if the glass is replaced rather than repaired. 2 Loss of use of the vehicle. 3 Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands. 4 Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available. 5 Mechanical, electrical, electronic or computer failures or breakdowns or breakages to sun roof and hood mechanisms. 6 Repair or replacement of any windscreen or window unless it is made of glass.

Section C - Fire and theft

What is covered	What is not covered
<p>We will pay for loss of or damage to the vehicle and accessories on the vehicle caused by fire, lightning, self-ignition, explosion, theft or attempted theft.</p> <p>We will not pay more than the market value of the vehicle, except as stated in how we settle claims on page 13, and in respect of any vehicle bearing a trade plate the maximum we will pay is the amount stated in the schedule or the market value of the vehicle whichever is the lesser.</p> <p>C.1 Custom duty</p> <p>We will also pay customs duty if the vehicle is damaged and we decide not to return it after a valid claim on the policy.</p> <p>C.2 Unauthorised use</p> <p>We will pay for loss or damage while the vehicle is being used or driven by any person without your knowledge or consent for any purpose not permitted provided always that you will take all reasonable precautions to ensure that all persons who may use or drive the vehicle are made aware of the permitted purposes of use as stated in this policy.</p> <p>If the provision above is complied with then policy exclusion 1 d will not apply.</p> <p>C.3 Courtesy car and replacement vans</p> <p>If your vehicle is insured for comprehensive cover, to keep you mobile, we offer the following:</p> <ol style="list-style-type: none"> a If your vehicle is a car and you are using one of our approved repairers in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, you will be offered a small courtesy vehicle while yours is being repaired. Once we have decided that your car can be economically repaired and if it cannot be driven, we will provide the courtesy car on the next working day for as long as the repairs take. If your car can still be legally driven, we will deliver the courtesy car when your car is collected for repairs. 	<p>Under section C:</p> <ol style="list-style-type: none"> 1 Loss of or damage to the vehicle when unoccupied or unattended unless all its windows, doors, roof openings or hood are closed and locked and all ignition keys or other removable ignition device and keys or devices needed to lock the vehicle are removed from the vehicle. 2 The excess shown on the schedule. 3 Loss of use of the vehicle. 4 Loss of or damage to tools of trade, personal belongings, documents or goods. 5 Wear and tear. 6 Depreciation. 7 Mechanical, electrical, electronic and computer failures or breakdowns or breakages. 8 Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands. 9 Any amount over the cost shown in the manufacturer's latest price guide, plus fitting costs, for any lost or damaged parts or accessories if such parts or accessories are not available. 10 Loss of or damage to telephone or other communication equipment, audio, navigation and entertainment equipment unless this equipment is permanently fitted to the vehicle. 11 The vehicle losing value after, or because of, repairs. 12 Loss of or damage to the vehicle resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer. 13 The vehicle being confiscated or destroyed by or under order of any government or public or local authority. 14 Loss of or damage to any vehicle bearing a trade plate arising beyond the limits of a road except when during the course of a journey it is garaged elsewhere than in or on any premises which you own or occupy. 15 Loss from taking the vehicle and returning it to its legal owner. 16 Loss of or damage to any radar or laser detection equipment.

Section C - Fire and theft - continued

What is covered	What is not covered
<p>The repairer may, with your agreement, provide an alternative solution more suitable to your requirements. While you have the courtesy car you will be responsible to pay fines for any parking or driving offences or congestion charges, and any additional charges for non-payment of these charges.</p> <p>You or your driver will need to produce an appropriate credit or debit card to the approved repairer to cover these costs.</p> <p>b If your vehicle is a goods carrying commercial vehicle, with a revenue weight of up to 3.5 tonnes, we will arrange for a supplier to provide you with a replacement van for up to 14 consecutive days if your vehicle is unroadworthy following an accident, which has been reported to us and we have accepted a claim (not including glass). The vehicle provided will be:</p> <ul style="list-style-type: none"> i a car-derived style van, where your vehicle weighs up to 1.8 tonnes revenue weight ii a panel van, where your vehicle weighs between 1.8 and 3.5 tonnes revenue weight. <p>Replacement vans will be of a standard type and will not include:</p> <ul style="list-style-type: none"> A specialist vehicles such as pick-up trucks, tippers or refrigerated vans B any trailer or C any accessories. <p>The supplier will provide the replacement van for the shorter of 14 consecutive days, until your vehicle is repaired, or until we make a settlement offer because your vehicle is a total loss. You will be responsible for all charges and costs where the replacement van is on hire for more than 14 days in a row. The service depends on a suitable replacement van being available from the supplier. Whilst we will do what we can to make a replacement van available, neither the supplier nor we will be liable to pay any compensation, or provide a vehicle from another source if a suitable vehicle is not available. Unless you have made other arrangements with the supplier it is a condition of hire that the replacement van must be returned to the depot that provided it at the end of the hire period.</p> <p>The courtesy car or replacement van will be insured under this policy as a vehicle and the same terms and conditions will apply as to the vehicle involved in the accident.</p> <p>C.4 Overnight accommodation</p> <p>If the vehicle is stolen or not roadworthy after an incident occurring within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, which has been reported to us and we have accepted the claim (not including glass), we can arrange to get you, the driver and any passengers home or to the planned destination. If the journey cannot be completed, we will pay for overnight accommodation up to £50 for each person (up to £250 in total).</p> <p>See page 13 for details of how we settle claims.</p>	<p>Under sub-section C.3:</p> <p>A courtesy car or replacement van will not be provided if</p> <ul style="list-style-type: none"> a your vehicle is stolen and not recovered b your vehicle is a car and you are not using one of our approved repairers in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands c your vehicle is declared a total loss. <p>Additionally you will be responsible for:</p> <ul style="list-style-type: none"> 1 paying fines for any parking or driving offences or congestion charges, and any additional charges for non-payment of these charges whilst you have the courtesy car or replacement van. 2 You or your driver may need to produce an appropriate credit or debit card to the approved repairer or supplier to cover these costs 3 the cost of the fuel you use 4 collection and delivery charges, if these apply 5 any charges for fitting accessories and 6 all charges and costs where the replacement van is on hire for more than 14 days in a row.

How we will settle your claim under Section A, B or C

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

If the vehicle can be economically repaired

If the **vehicle** is repaired by one of **our** approved repairers **you** do not need to get any estimates, and repairs can begin immediately after **we** have authorised them. **We** will arrange for one of **our** repairers to contact **you** to arrange to collect the **vehicle**. **We** will also pay the costs of delivering the **vehicle** back to the address shown on **your** current schedule or any other address we agree with **you** when the damage has been repaired.

If **you** do not want to use one of **our** approved repairers, **we** may need to inspect the **vehicle** before **we** can authorise the repair. **We** reserve the right to ask **you** to obtain alternative estimates.

You will have to pay any policy **excess** direct to the repairer. If **you** are registered for VAT, **you** must reduce **your** loss as far as possible by recovering VAT on the cost of repairs and replacement goods, to the extent allowed by law.

If the condition of the **vehicle** is better after the repair than it was just before it was damaged, **we** may ask **you** to pay something towards it. The repairer can use parts, including recycled parts, that compare in quality to those available from the manufacturer.

If the vehicle is a total loss

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

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

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

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

When **our** offer for total loss is accepted, the **vehicle** will belong to **us**.

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

Replacement vehicle

We will not pay more than the **market value** of the **vehicle** unless the **vehicle** is a car or goods carrying commercial vehicle with a revenue weight of less than the limit shown on the **schedule** and:

- a the loss or damage happens within one year of first registration as new and
- b the cost of repair is valued at more than the percentage shown on the **schedule** of the UK list price (including taxes) of the **vehicle** at the time of its first registration as new and
- c the **vehicle** was supplied as new within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

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

We will only do this if:

- **we** can buy a vehicle straight away within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and
- **we** have permission from any other interested party known to **us**.

Your cover - continued

Section D - Personal accident

What is covered	What is not covered
<p>If you or the driver or a passenger are accidentally killed or injured while getting into, travelling in or getting out of the vehicle we will pay the amounts shown in the schedule for:</p> <ol style="list-style-type: none">deathtotal and permanent loss of sight in one eyetotal and permanent loss (at or above the wrist or ankle) of one hand or one foot. <p>We will only pay these amounts if the cause of the death or injury is an accident involving the vehicle and the death or loss happens within three months of the accident.</p> <p>This cover as far as it applies to any passenger will only apply as long as there is a passenger seat for that person.</p>	<ol style="list-style-type: none">1 Death or injury caused by suicide or attempted suicide.2 Death of or injury to any person convicted of driving while under the influence of drink or drugs at the time of the accident.3 Death of or injury to any person not wearing a seat belt when they have to by law.4 More than the limit on the schedule for any one accident.5 More than the limit on the schedule to any one person for any one accident.6 Where the same cover exists on more than one motor policy with us, we will only pay under one policy.

Section E - Medical expenses

What is covered	What is not covered
<p>If you or anyone in the vehicle is injured in an accident involving the vehicle, we will pay up to the amount shown in the schedule for medical expenses for each injured person.</p>	

Section F - Personal belongings

What is covered	What is not covered
<p>We may at your request provide cover for personal belongings in the vehicle that are lost or damaged following an accident, fire or theft involving the vehicle.</p> <p>You are covered for the cost of the item, less an amount for wear and tear and loss of value.</p>	<ol style="list-style-type: none">1 More than the limit shown on the schedule for each incident.2 Any goods, tools or samples that are carried as part of any trade or business.3 Loss of or damage to telephone or other communication equipment.4 Money, credit, debit or charge cards, stamps, cheques, tickets, documents and securities (such as share or bond certificates).5 Loss or damage when no one is in the vehicle unless all its windows, doors, roof openings or hood are closed and locked and all ignition keys or other removable ignition device and all keys or devices needed to lock the vehicle are removed from the vehicle.6 Loss of or damage to any radar or laser detection equipment.7 We will not pay the first amount shown in the schedule for any claim.

Section G - Liabilities to third parties

What is covered	What is not covered
<p>We will cover the legal liability of an insured person for the death of or injury to any person and damage to property caused by or arising out of using the vehicle or in connection with the loading or unloading of the vehicle.</p> <p>We will also pay costs and expenses.</p>	<p>Under section G:</p> <ol style="list-style-type: none">1 Any amount we have not agreed to in writing.2 Death of or injury to any of your employees during the course of their work, if insurance cover in respect of liability for such death or injury is provided as a requirement of any compulsory employers' liability legislation within the geographical limits.

Section G - Liabilities to third parties - continued

What is covered	What is not covered
<p>G.1 Broken down vehicle We will cover the legal liability of an insured person for the death of or injury to any person and damage to property caused by or arising out of any broken down vehicle while attached to the vehicle. This section will also apply to any broken down vehicle detached from the vehicle and not attached to any other vehicle and being used by you but only to the extent necessary to meet the requirements of any compulsory motor insurance legislation operative within the geographical limits.</p> <p>G.2 Indemnity to personal representatives If anyone who is insured by this section dies while they are involved in legal action, we will give the same cover as they had to their legal personal representatives.</p> <p>G.3 Movement of third party vehicles In respect of legal liability for the death of or injury to any person and damage to property we will indemnify you or any principal, director, business partner or employee of yours when liability is caused by or arises out of the driving or movement of any vehicle with or without the authority of the owner</p> <ol style="list-style-type: none"> when the vehicle is parked in a position which obstructs the legitimate passage or the loading or unloading of the vehicle for movement of a vehicle within the vicinity of any premises owned or occupied by you. <p>In these circumstances the vehicle will not be regarded as property in your care.</p> <p>G.4 Principal's clause In the event of any claim in respect of which we would indemnify you being brought or made against any public or local authority or other principal we will indemnify the said public or local authority or other principal against such claim and/or any costs and expenses in respect thereof.</p> <p>Provided always that we have the sole conduct of all claims.</p> <p>G.5 Third party contingency In respect of legal liability for the death of or injury to any person and damage to property we will indemnify you alone when liability is caused by or arises out of the use of or in connection with any vehicle while being used in connection with your business.</p> <p>Provided always that:</p> <ol style="list-style-type: none"> such vehicle is not your property or held by you under a hire purchase agreement or hired by or leased to you you have taken all reasonable steps to ensure that there is in force in respect of such vehicle an insurance that is valid for such use if any claim covered by this clause is covered by any other insurance then notwithstanding general policy condition 6 on page 19 we will not be liable to make any contribution to such claim vehicle does not include any vehicle registered outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. 	<ol style="list-style-type: none"> Loss of or damage to property owned by or in the care of the insured person. Any loss of or damage to a vehicle, trailer or broken-down vehicle. Any damage to premises or to the fixtures and fittings therein which are not your property but are occupied by you under a lease or rental agreement if such damage is covered by any other insurance. Loss or damage to property in or on the vehicle. Any claim for death of or bodily injury to any person or loss of or damage to property caused by or attributed to: <ol style="list-style-type: none"> any defect in or the action of any commodity or goods or anything including any packaging, container and label transported by or disposed of from the vehicle or any vehicle not your property or provided by you treatment given or services provided at or from the vehicle or any other vehicle. Any claim for death of or bodily injury to any person or loss of or damage to property caused by or occurring beyond the limits of any road in connection with: <ol style="list-style-type: none"> the bringing of the load to the vehicle for loading thereon the taking away of the load from the vehicle after unloading therefrom <p>by any person other than the driver or attendant of such vehicle.</p> Any person other than you if that person is entitled to indemnity under any other insurance. Any claim for death of or bodily injury to any person or loss of or damage to property arising while a commercial vehicle or plant forming part of such commercial vehicle or attached thereto is working as a tool of trade. This exclusion does not apply to any: <ol style="list-style-type: none"> goods carrying commercial vehicle forklift truck agricultural tractor, self-propelled agricultural or forestry machine or any trailer attached to such vehicle other than death of or bodily injury to any person or loss of or damage to property caused by or attributed to the spraying or spreading of any chemical by any agricultural tractor, self-propelled agricultural or forestry machine or any trailer attached to such vehicle. Any claim for death of or bodily injury to any person or loss of or damage to property in connection with any vehicle bearing a trade plate caused or arising beyond the limits of a road except when during the course of a journey it is temporarily garaged elsewhere than in or on any premises which you own or occupy. Any liability if to the knowledge of the insured person the driver does not hold a licence unless the driver has held and is not disqualified from holding or obtaining such a licence.

Section G - Liabilities to third parties - continued

What is covered	What is not covered
<p>G.6 Unauthorised use We will indemnify you in the event of any accident occurring while the vehicle is being used or driven by any person without your knowledge or consent for any purpose not permitted provided always that you will take all reasonable precautions to ensure that all persons who may use or drive the vehicle are made aware of the permitted purposes of use as stated in this policy.</p> <p>If the provision above is complied with then policy exclusion 1 d will not apply.</p>	<p>13 Any claim for death of or bodily injury to any person or loss of or damage to property directly or indirectly caused by:</p> <ol style="list-style-type: none"> a delivery of a load where such delivery was not authorised, not ordered or unlawful b delivery whether correctly or incorrectly carried out to your customer of goods which do not conform strictly to the specification of or the order for the goods made by such customer. <p>14 Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at one specific time and place.</p> <p>15 Any amount over that specified in the schedule, for one pollution or contamination event.</p> <p>16 Any amount over that specified in the schedule 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.</p> <p>17 Any claim for death of or bodily injury to any person or loss of or damage to property caused by or attributed to any act of terrorism.</p> <p>18 Any claims arising directly or indirectly from any motor vehicle being in a place used for the take-off, landing, parking or movement of aircraft or aerial devices, 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.</p> <p>19 Any damage to any bridge, viaduct, weighbridge or road, or anything above, beneath or fixed to them, by vibration or by the weight of the vehicle and its load if the vehicle exceeds the maximum gross vehicle, plated or train weight permitted by the relevant law.</p> <p>Additionally we will not be liable under sub-section G.1 for:</p> <ol style="list-style-type: none"> 1 loss of or damage to the broken down vehicle 2 any liability if the broken down vehicle is being towed otherwise than in accordance with the law 3 loss of or damage to property being carried in or on a broken down vehicle. <p>Additionally we will not pay under sub-section G.3 for:</p> <ol style="list-style-type: none"> 1 liability if the vehicle is: <ol style="list-style-type: none"> a moved by any person other than you or any principal, director, business partner or employee of yours b your property or held by you under a hire purchase agreement or hired by or loaned or leased to you c driven by any person who does not hold a licence unless such person has held and is not disqualified from holding or obtaining such a licence. 2 loss or damage to property in or on the vehicle. <p>However, we will provide the minimum cover needed under compulsory motor insurance legislation.</p>

Section H - Replacement locks

What is covered	What is not covered
<p>If the keys, lock transmitter or entry card for a keyless entry system of the vehicle are lost or stolen, we will pay up to the amount shown in the schedule towards the cost of:</p> <ol style="list-style-type: none"> 1 replacing all entry locks that can be opened by the missing item 2 replacing the lock transmitter, entry card and central locking system 3 replacing the ignition and steering lock and 4 recoding or if necessary replacing any alarm system used with the vehicle <p>as long as we are satisfied that any person who may have your keys, transmitter or card, knows the identity or garage address of the vehicle.</p> <p>We will also pay the costs of protecting the vehicle, transporting it to the nearest repairer when necessary and delivering it to your address after repair.</p>	<p>We will not pay:</p> <ol style="list-style-type: none"> 1 the first amount shown in the schedule of any claim or 2 any claim where the keys, lock transmitter or entry card are either: <ol style="list-style-type: none"> a left in or on the vehicle at the time of the loss or b taken without your permission by a principal, director, business partner or employee of yours or a member of their immediate family or a person living in their home.

Section I – Trailers

What is covered	What is not covered
<p>I.1 Declared trailers</p> <p>The cover as specified in the schedule applies to trailers declared to us by identification mark as if they were a vehicle when attached to or detached from the vehicle (and not attached to another vehicle).</p> <p>I.2 Undeclared trailers</p> <p>The cover applicable to the vehicle applies to any trailer attached to the vehicle. Section G will also apply to a trailer detached from the vehicle (and not attached to any other vehicle) and being used by you but only to the extent necessary to meet the minimum cover needed under compulsory motor insurance legislation.</p>	<p>We will not be liable for:</p> <ol style="list-style-type: none"> 1 any liability if the trailer is being towed otherwise than in accordance with the law 2 loss of or damage to property being carried in or on the trailer. 3 any loss of or damage to any trailer, horsebox or caravan which is owned by any person in your employment.

Policy exclusions

- 1 **We** will not pay claims arising directly or indirectly from any of the following:
 - a the **vehicle** being driven by, or being in the charge of, someone who is not described in **your certificate** as entitled to drive
 - b the **vehicle** being driven, with **your** permission, by anyone who **you** know does not hold a **licence** or is disqualified from driving. However, **we** will still give cover if the person used to hold a **licence** and is allowed to hold one by law
 - c the **vehicle** being driven by someone who does not meet all the conditions of their **licence**
 - d the **vehicle** being used for a purpose that is not shown as covered in **your certificate**.

However,

- i this exclusion will not apply while the **vehicle** is with a member of the motor trade for servicing or repair
- ii exclusions 1b and 1c will not apply in circumstances where a **licence** is not required by law.

Provided always that:

- A the terms of the **certificate** will otherwise apply
- B in respect of the **vehicle** other than any agricultural tractor or self propelled agricultural or forestry machine the person driving is of an age to hold a **licence** to drive the **vehicle** on a **road**.

- 2 If **you** receive any payment for giving people lifts in a **car**, the policy is not valid if:
 - a the **car** is made or altered to carry more than eight people excluding the driver or
 - b **you** are carrying the **passengers** as part of a business of carrying **passengers** or
 - c **you** are making a profit from the payments **you** receive.
- 3 **We** will not pay claims arising directly or indirectly from any of the following:
 - a ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel
 - b the radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment
 - c any weapon employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter
 - d pressure waves caused by aircraft (and other flying objects) travelling at any speed

- e war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power
- f nationalisation, confiscation, requisition, seizure or destruction by any government or public or local authority.

- 4 **We** will not pay claims arising directly or indirectly from earthquakes, riots or civil disturbances outside Great Britain, the Isle of Man or the Channel Islands, except under section G.
- 5 **We** will not pay for any liability **you** accept under an agreement or contract, unless **you** would have been legally liable anyway. However **we** will not pay for any liability in respect of liquidated damages or under any penalty clause.
- 6 Any decision or action of a court which is not within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands is not covered by this policy unless the proceedings are brought or a judgement is given in a court of another country because the **vehicle** was used in that country and **we** had agreed to cover it there.

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

General policy conditions

1 How to claim

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

The helpline number is 0345 125 8833 (or +44 2380 352943 if you are calling from outside the UK). Details of the benefits **you** will receive through **our** Onecall service are on page 4.

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

2 Dealing with claims

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

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

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

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

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

3 Compulsory insurance

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

4 Discharge of liability

We may at any time pay any limit of indemnity after deduction of any sum already paid or any lower amount for which any claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of **costs and expenses** incurred with **our** written consent prior to the date of such payment.

5 Joint liabilities

If **you** comprises more than one party **we** will indemnify each party as though a separate policy had been issued to each of them provided always that the total amount of indemnity to all such parties will not exceed the amount payable if **you** comprised only one party and in any event will not exceed the limit of indemnity stated in the **schedule**.

6 Other insurance

If any incident that leads to a valid claim is covered under any other insurance policy, **we** will only pay **our** share of the claim.

Provided always that:

- a nothing in this policy condition will impose on **us** any liability from which **we** would be relieved under sub-section G.5 or numbers 5 and 9 of what is not covered under section G
- b this condition will not apply when the **vehicle**:
 - i is the property of or on hire or loan or leased to a person in **your** employ and
 - ii has not been provided by **you** and
 - iii is being used in connection with **your** business and **we** have issued a **certificate** to cover such **vehicle**.

7 Arbitration

Provided that liability for a claim has been admitted any dispute as to the amount to be paid will be referred to an arbitrator who will be appointed by the parties in accordance with the statutory provisions in force at the time and the making of an award will be a condition precedent to any right of action against **us**.

8 Reasonable precautions

Anyone covered by this policy must take all reasonable steps they can to protect the **vehicle**, and anything in or attached to it, against loss or damage. (This includes making sure that the **vehicle** has all its windows, doors, roof openings or hood closed and locked, and all ignition keys or other removable ignition device and all keys or devices needed to lock the **vehicle** are removed from the **vehicle** when no-one is in it).

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

9 Keeping to the terms of the policy

We will only pay claims if:

- a any person claiming cover has met with all the terms of the policy, as far as they apply and
- b the information given on the **proposal** on which this contract is based is complete and correct as far as **you** know.

10 Fraud

We will not pay any claim which is in any part fraudulent or exaggerated, or if **you**, or anyone acting for **you**, uses fraudulent means to get benefits under this policy.

Policy conditions - continued

11 Cancelling your policy

- a **You** have 14 days from the later of the start date of the policy or the date **you** receive the policy documents to cancel the cover. **You** can cancel by phoning **your insurance adviser** and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. **You** must then surrender the **certificate** to **us** or **your insurance adviser**, as it is an offence under the Road Traffic Act not to do so. If cover has not yet started, **we** will refund any premium paid in full. If cover has started, **we** will refund a percentage of the premium in proportion to the **period of insurance** left unused, less an administration charge as shown on the **schedule**. If **we** have paid for the total loss of any **vehicle**, **you** must pay the full annual premium and **you** will not be entitled to any refund.
- b After the 14 day period **you** can cancel this policy by phoning **your insurance adviser** and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. **You** must then surrender the **certificate** to **us** or **your insurance adviser**, as it is an offence under the Road Traffic Act not to do so. Cancelling any direct debit instruction does not mean **you** have cancelled the policy. If no claims have been made during the current **period of insurance**, **we** will refund a percentage of the premium in proportion to the **period of insurance** left unused, less an administration charge as shown on the **schedule**. If **we** have paid for the total loss of any **vehicle**, **you** must pay the full annual premium and **you** will not be entitled to any refund. If any claim made was not for the total loss of the **vehicle**, **we** will deduct the costs of any payments made by **us** for the claim from any refund. If the cost of the claim is more than the annual premium, **we** will not pay any refund.
- c **Our** authorised agent or **we** can cancel this policy by sending **you** seven days' notice to **your** last known address. **You** must then surrender the **certificate** to **us** or **your insurance adviser**, as it is an offence under the Road Traffic Act not to do so. **We** will refund a percentage of the premium in proportion to the **period of insurance** left unused, less an administration charge as shown on the **schedule**. Reasons for cancellation may include but are not limited to:
- a change to the risk which makes it one that **we** would not normally accept
 - non receipt of confirmed claims experience within the required timescale
 - if the information supplied on the **proposal** or statement of fact is not as advised to **us**.

12 Changes you must tell us about

You must tell **us** about any of the following changes within the timescales mentioned. If **you** do not tell **us** about these changes **your** policy may no longer be valid or **we** may not pay **your** claim. These changes may result in a change to **your** premium and/or **excess**.

- a Any changes to the **vehicle** must be notified prior to cover being required to ensure that an appropriate **certificate** is issued i.e. **you** change the **vehicle** or its registration number, **you** get another **vehicle** or **you** sell the **vehicle**. **You** must supply details of any **vehicle** whose use is

insured under this policy as required by the relevant law applicable within Great Britain and Northern Ireland for entry on the Motor Insurance Database. No cover applies under this policy for the **vehicle** until a **certificate** has been issued.

- b Anyone who drives the **vehicle** gets a motoring conviction that includes any period of disqualification or results from the death of any person. These must be notified immediately **you** become aware of them.
- c **You** change the purpose the **vehicle** is used for. This must be notified immediately as the **certificate** may need amendment.
- d **You** change **your** address. This must be notified immediately.
- e The **vehicle** is involved in an accident or fire, or someone steals, damages or tries to break into it. This must be notified immediately.
- f **You** change **your** business name or trading title. This must be notified immediately.

13 Contractual right of renewal (Tacit)

If **you** pay the premium using **our** direct debit instalment scheme **we** will have the right which **we** may choose not to exercise to renew this policy each year and continue to collect premiums using this method. **We** may vary the terms and conditions of this policy including the premium at renewal. **We** will let **you** have details of any such changes in good time before the renewal date. If **you** do not wish to renew this policy **you** or **your insurance adviser** must notify **us** prior to the next renewal date.

14 Payment by instalments

Reference to the payment of premium includes payment by monthly instalments. If **you** pay by this method this policy remains an annual contract and the date of the payment and the amount of the instalments are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 if applicable the credit agreement and this policy will be cancelled immediately by **us**.

15 Data protection notice

Please read this notice carefully as it contains important information about **our** use of **personal information**.

In this notice, **we** and **us** and **our** mean Ageas Insurance Limited. **Personal information** means any information **we** have about **you** and the other people insured under **your** policy such as any director, officer, partner or employee of **your** business or any other person connected with **your** business.

Please note that if **you** give **us** false or inaccurate information this could give **us** the right to avoid **your** insurance policy or it could impact **your** ability to claim.

Sensitive information

Some of the **personal information** that **we** ask **you** to provide is known as "sensitive personal data". This will include information relating to health issues, race, religion and any criminal convictions. **We** need to use sensitive personal data to provide **you** with quotes, arrange and manage **your** policy and to provide the services described in **your** policy documents (such as dealing with claims).

How we use personal information

We are part of the Ageas group of companies. **We** may share **personal information** with other companies in the group for any of the purposes set out in this notice. If **you** want to know more about the Ageas group please go to www.ageas.co.uk.

We will use **personal information** to arrange and manage **your** insurance policy, including handling underwriting and claims and issuing renewal documents and information to **you** or **your** insurance adviser. **We** will also use **personal information** to assess **your** insurance application and provide information to credit reference agencies.

We may research, collect and use data about **you** from publically available sources including social media and networking sites. **We** may use this data for the purposes set out in this notice, including fraud detection and prevention.

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

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

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

You can ask for further information about **our** use of **personal information**. If **you** require such information, please write to the Data Protection Officer at the address set out below.

Preventing and detecting crime

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

- check **personal information** against **our** own databases;
- share it with fraud prevention agencies. **Your personal information** will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **you** make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, **we** will share **your** relevant **personal information** with them. The information **we** share may be used by those companies when making decisions about **you**. **You** can find out which fraud prevention agencies are used by **us** by writing to **our** Data Protection Officer at the address set out below;
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd and the Motor Insurance Anti-Fraud and Theft Register. **We** may pass information relating to **your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers; and/or
- share it with the Motor Insurance Database (MID) which may be used to establish whether a driver is insured to drive

a vehicle and/or for preventing or detecting crime. If **you** are involved in an accident in the UK or abroad, the MID may be searched to obtain relevant policy information. **You** can find out more at www.mib.org.uk.

Dealing with others on your behalf

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

Marketing

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

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

Monitoring and recording

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

Further information

You are entitled to receive a copy of any **personal information** **we** hold about **you**. If **you** would like to receive a copy, or if **you** would like further information on, or wish to complain about, the way that **we** use **personal information**, please write to the Data Protection Officer at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA giving **your** name, address and insurance policy number. **We** may charge **you** a small fee for this.

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

You have the right to complain to the Information Commissioner's Office at any time if **you** object to the way **we** use **your personal information**. For more information please go to www.ico.org.uk.

16 Law applicable to the contract

This contract will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales [unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction.]

17 Language

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

What to do if you have a complaint

Should there ever be an occasion where **you** need to complain, **we** will sort this out as quickly and fairly as possible.

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

If **you** have a complaint regarding **your** claim, please telephone **us** on the number shown in **your** claims documentation.

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

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

We will try to resolve **your** complaint by the end of the next working day. If **we** are unable to do this, **we** will write to **you** within five working days to either:

- tell **you** what **we** have done to resolve the problem; or
- acknowledge **your** complaint and let **you** know when **you** can expect a full response. **We** will also let **you** know who is dealing with the matter.

We will always aim to resolve **your** complaint within four weeks of receipt. If **we** are unable to do this **we** will give **you** the reasons for the delay and indicate when **we** will be able to provide a final response.

If **we** cannot resolve the differences between **us**, **you** may refer **your** complaint to the Financial Ombudsman Service if:

- **you** have an annual turnover of less than EUR 2million and fewer than 10 employees and,
- if for any reason **you** are still dissatisfied with **our** final response, or
- if **we** have not issued **our** final response within eight weeks from **you** first raising the complaint.

You can contact the Financial Ombudsman Service at the address below, however they will only consider **your** complaint once **you** have tried to resolve it with **us**.

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

www.financial-ombudsman.org.uk

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



Financial Services Compensation Scheme

If **we** cannot meet **our** liabilities, **you** may be entitled to compensation from the Financial Services Compensation Scheme.

You can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling 0207 741 4100 or 0800 678 1100.

To make a claim, call 0345 125 8833
Please add this number to your mobile phone

Ageas Insurance Limited

Registered office address

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

www.ageas.co.uk

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.

