

MARMALADE LEARNER DRIVER INSURANCE POLICY BOOKLET



Underwritten by
ageas.

 **marmalade**

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USEFUL TELEPHONE NUMBERS

The number for **our** 24 hours claims helpline is **0333 358 0258**.

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

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

STAY INSURED, STAY LEGAL

Check your registration details

It is vital that the registration mark of **the car** is correctly shown on **your** policy. If this is incorrect, **the car** may not appear on the Motor Insurance Database (MID) and this could lead to **the car** being seized by the authorities. Please let **us** know immediately if the registration mark is showing incorrectly on **your** documents.

Important

- All cover provided by this policy will cease immediately once **you** (the insured policyholder) pass **your** practical driving test and are entitled to obtain a full UK car licence. This means that **you** are not covered by this policy to drive **the car** home from the test centre if **you** have passed **your** practical driving test.
- It is **your** responsibility to inform **your insurance adviser** once **you** have passed **your** practical driving test.
- For cover to apply, **you** must be accompanied whilst driving at all times by a driver aged 25 to 75 who holds a full UK driving licence and has done so for at least 3 full years.
- The **current owner** of **the car** must have **the car** insured for cover to apply.
- Please refer to **your schedule** and **certificate of insurance** to note the expiry date and time of **your** insurance.

INTRODUCTION

Welcome to your Marmalade Learner Driver Insurance policy

In return for **you** paying or agreeing to pay the premium, **we** will provide cover under the terms and conditions of this policy for those sections of the policy stated on **your schedule**, up to any limits set out in **your schedule**. This cover will be against any unforeseen injury, loss or damage that happens during the **period of insurance** and within the **geographical limits**.

Your policy is based on the answers **you** gave on the **proposal** or that which is shown in a **statement of fact** and any other information **you** gave **us**. **You** must tell **us** of any changes to the answers **you** have given. It is an offence under the Road Traffic Act to make a false statement or withhold any information for the purposes of obtaining a **certificate of motor insurance**.

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

Signed for and on behalf of
Ageas Insurance Limited

A handwritten signature in black ink, appearing to read 'A. Watson', with a long horizontal flourish underneath.

Andy Watson
CEO, Insurance
Ageas Insurance Limited

DEFINITIONS

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

Certificate of motor insurance

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

- What car is covered;
- Who is allowed to drive **the car**; and
- What **the car** can be used for

Current owner

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

Excess

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

Geographical limits

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

Market value

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

Medical emergency

A sudden, unforeseeable event that interrupts any journey and leads to **you** being unable to continue driving **the car**.

Period of insurance

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

DEFINITIONS Continued

Personal information

Any information that **you** provide and **we** collect, use, share, transfer and store about **you** and anyone else.

Proposal

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

Schedule

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

Statement of insurance or statement of fact

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

Terms of business agreement

The document issued to **you** by Marmalade titled 'Marmalade **Terms of business agreement**' provided to **you** at inception of **your** policy.

The car

Any motor car **you** have given **us** details of and for which **we** have issued a **certificate of motor insurance**. **The car's** registration number will be shown on **your** latest **certificate of motor insurance**.

We, our, us

Ageas Insurance Limited.

You, your

The person shown under 'Policyholder' in the **schedule**.

Your insurance adviser

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

POLICY CONDITIONS

1. Keeping to the terms of the policy

If **you** or any person who claims under this policy fails to comply with any policy condition, **we** will not pay any claims.

2. Right of Recovery

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**.

3. Other insurance

If any incident that leads to a valid claim is covered under any other insurance policy, **we** will not pay any part of the claim.

4. Taking care of the car

Anyone covered by this policy must take all reasonable steps they can to protect **the car** and anything in or attached to it, against loss or damage. This includes making sure that all windows, doors, roof openings, removable roof panels or hoods are closed and locked, and the keys (or devices needed to lock **the car**) are not left in or on **the car**. **The car** must be roadworthy and kept in good working order. **We** may examine **the car** at any time.

5. Providing accurate information

Whenever **you** take out or ask **us** to make changes to **your** policy, **you** must take reasonable care to:

- Supply accurate and complete answers to all questions
- Ensure the statements declared on the **statement of fact** or **proposal** are accurate; and
- Make sure that all other information supplied to **us** is accurate and complete.

We will treat **your** policy as if it had not existed and keep any premium paid from the start date or the date that any changes were made to the policy (as the case may be) if **you**:

- Deliberately or recklessly gave **us** inaccurate or incomplete information; or
- Did not take reasonable care to give **us** accurate and complete information, in circumstances where **we** would not have issued this policy to **you** at all.

POLICY CONDITIONS Continued

In all other cases, if **you** fail to exercise reasonable care to provide accurate and complete information **we** may refuse to pay all or part of a claim. If **we** would have:

- Provided cover to **you** on different terms, had **you** provided **us** with accurate and complete information, then the policy will be treated as if it had contained such terms. In such circumstances, **we** will only pay a claim if it would have been covered by a policy containing such terms.
- Provided **you** with cover under this policy at a higher premium, the amount payable on any claim will be reduced proportionately, based on the amount of premium that **we** would have charged. For example, **we** will only pay half of the claim, if **we** would have charged double the premium.

If **we** discover inaccuracies in any of the information **you** provided **us** with which would have made a difference to the premium charged, before any incident which might give rise to a claim has occurred, **we** may, at **our** discretion, offer **you** the option to pay the additional premium in return for **us** not reducing the amount payable on any future claims under the policy.

6. Changes you must tell us about

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

These changes may result in a change to **your** premium and/ or **excess**. **We** may make an administration charge (subject to Insurance Premium Tax where applicable) if **you** alter **your** policy.

Some of the changes **you** must tell **us** about are:

- **The car** or its registration number is changed or if **the car** is sold, the **current owner** gets rid of **the car** or gets a new car.
- **You** change **your** address or the address at which **the car** is kept overnight.
- There is a change to the estimated mileage that **the car** will cover under this policy.

POLICY CONDITIONS Continued

- **The car** is or will be changed from the manufacturer's original specification. This would include:
 - Changes to the bodywork, such as spoilers or body kits;
 - Changes to suspension or brakes;
 - Cosmetic changes such as alloy wheels;
 - Changes affecting performance such as changes to the engine management system or exhaust system;
 - Changes to the audio/entertainment system;

Please be aware that this is not a full list of all possible changes. All changes made from the manufacturers standard specification must be disclosed.

- **The car** is used for any purpose not covered by **your certificate of motor insurance**.
- **The car** is involved in an accident or fire, or someone steals, damages or tries to break into it.
- **You** or any other person who may drive **the car** under this policy:
 - Gain a motoring conviction (including any fixed penalty offences);
 - Gain a non-motoring criminal conviction;
 - Passes their driving test or has their licence suspended or revoked;
 - Is issued with a new Driving Licence Number;
 - Changes their name;
 - Changes job, starts a new job, including any part-time work, or stops work;
 - Is involved in any accident or has a car damaged or stolen, whether covered by this policy or not;
 - Has insurance refused, cancelled or had special terms put on;
 - Develops a health condition that requires notification to the DVLA, or an existing condition worsens.

POLICY CONDITIONS Continued

You can find additional information in the Motoring section at www.gov.uk or pick up leaflet D100 from the Post Office.

- **You** wish to change who is insured to drive **the car** under this policy.

7. Fraudulent claims

We will not pay any claim if:

- Any claim or part of any claim is fraudulent, false or exaggerated;
- Falsified documentation is submitted in support of a claim; or
- **You** or any other person who claims under this policy makes a dishonest or false statement to **us** in support of a claim.

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

We may also notify relevant authorities, so that they can consider criminal proceedings.

8. Cancelling your policy

All cover provided by this policy will cease immediately once **you** (the insured policyholder) pass **your** practical driving test and are entitled to obtain a full UK car licence. This means there is no cover under this policy for **you** to drive home from the test centre in **the car**.

It is **your** responsibility to inform **your insurance adviser** once **you** have passed **your** practical driving test.

Cancelling **your** policy before cover has started

You can cancel this policy at any time by telling **us** or **your** agent. If cover has not yet started, **we** will refund any premium paid in full.

An administration charge may apply (subject to Insurance Premium Tax where applicable), please refer to **your terms of business agreement** for details.

POLICY CONDITIONS Continued

Cancelling **your** policy within the first 14 days

If **your period of insurance** is for 30 days or less, due to the short term nature of the policy there will be no refund in premium.

If **your** policy is for 60 days or more **you** have 14 days to decide if this policy meets **your** requirements. If **you** are not satisfied **you** can cancel within 14 days of the policy starting. How much money **you** get back will depend on how long **you** have had the policy for, and whether or not **you** have made a claim, may need to make a claim, or a claim has been made against **you**. An administration charge may apply (subject to Insurance Premium Tax where applicable), please refer to **your terms of business agreement** for details.

Cancelling **your** policy after 14 days

You can cancel this policy at any time by telling **us** or **your** agent. If **your period of insurance** is for 6 months or less, there will be no refund in premium.

If **your period of insurance** is 12 months, **we** will refund any unused premium to **you**. How much money **you** get back will depend on how long **you** have had the policy for, and whether or not **you** have made a claim, may need to make a claim, or a claim has been made against **you** (which would result in no refund being given). An administration charge may apply (subject to Insurance Premium Tax where applicable), please refer to **your terms of business agreement** for details.

We or **your insurance adviser** can cancel this policy by sending **you** seven days' notice to **your** last known address. The reason for cancellation will be set out clearly in the communication with **you**.

Valid reasons include, but will not be limited to, those listed below;

- There are changes to the information detailed in **your statement of fact, schedule or certificate of motor insurance** which result in **us** no longer wishing to provide cover.
- Where the circumstances of a new claim, or an incident **we** have become aware of, result in **us** no longer wishing to provide cover.
- Where **we** suspect fraud on this policy, the **current owner's** policy or any other related policy.

POLICY CONDITIONS Continued

- Where **you**, a person acting on **your** behalf, or any person covered to drive **the car** uses threatening, intimidating or abusive behaviour or language towards **our** staff, suppliers or agents acting on **our** behalf, including **your insurance adviser**.
- Where any person claiming cover under this policy fails to provide **us** with any reasonable information **we** ask for.
- Where a misrepresentation has been made that results in **us** no longer wishing to provide cover.
- If **we** become aware that **you** pass **your** driving test and are entitled to obtain a full UK driving licence.

We will refund a percentage of the premium in proportion to the **period of insurance** left unused.

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

9. Law applicable to the contract

English Law will apply to this contract unless **you** and **we** agree otherwise. However, if **you** live in Scotland, Northern Ireland or the Channel Islands, the law of that country will apply unless **you** and **we** agree otherwise (if **you** live in Jersey, the law of Jersey will apply to this contract and the Jersey courts will have exclusive jurisdiction over disputes between **us** and **you** in relation to it).

10. Language

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

11. Rights of third parties

This policy is a contract between **you** and **us**. It is not intended 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, except in the case of the **current owner** in Section A.

POLICY CONDITIONS Continued

12. Provisional Licence

We will only provide cover under this policy if whilst **you** are driving **the car**, **you** are accompanied by a driver who is aged 25 to 75 and who has held a full UK driving licence for at least 3 full years.

13. Annual insurance covering the car

We will only provide cover under this policy if **the car** is insured elsewhere by an annual insurance policy.

YOUR COVER

Section A: Loss of or damage to the car

What is covered

We will pay for damage to **the car** caused by accidental or malicious damage, vandalism, fire, theft or attempted theft. We will also cover the cost of replacing or repairing **the car's** audio, navigational and entertainment equipment caused by accidental or malicious damage, vandalism, fire, theft or attempted theft, up to one of the following amounts:

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

See page 26 for details on how we will settle your claim.

Medical emergency cover

While **you** are practising driving or undergoing an official DVSA (Driver and Vehicle Standards Agency) practical driving test, **we** will extend the cover if it is necessary because of a **medical emergency** to allow an accompanying passenger to drive **the car** in order to complete the journey provided:

- They are aged 25 to 75 and have held a full UK driving licence at least 3 years; or
- They are a qualified DVSA Examiner; and
- **The car** can still be legally driven (in other words, it is roadworthy); and
- **The car** is being driven within the **geographical limits**; and
- In the case of an incident where the **medical emergency** cover is required, **you** call the 24 hour Claims Number on **0333 358 0258** and provide **us** with the full details.

We will cover any person using **the car** under the cover provided by the **medical emergency** part of sections A and B, provided that the driver is not covered to drive **the car** by virtue of any 'driving other car/vehicle' extension provided by another insurance policy. If the driver is able to drive **the car** using such extension, this policy will only cover damage to **the car**. Any loss or damage to a third party arising directly or indirectly from the driver using **the car** will not be covered.

If the accompanying passenger using the **medical emergency** section is covered under any other insurance policy, **we** will not pay any part of the claim.

YOUR COVER Continued

Section A: Loss of or damage to the car

What is not covered

- The **excesses** shown in the **schedule**.
- Loss of use of **the car**.
- Loss of or damage to tools of trade, personal belongings, documents or goods.
- Wear and tear.
- Mechanical, electrical, electronic and computer failures or breakdowns or breakages.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Costs of importing parts or accessories and storage costs caused by delays, where the parts or accessories are not available from current stock within the **geographical limits**.
- Any amount over the cost shown in the manufacturer's latest price guide and costs for fitting, if any lost or damaged parts or accessories are not available.
- Loss of or damage to phone or other communication equipment.
- **The car** losing value after, or because of, repairs.
- Loss or damage to **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.

YOUR COVER Continued

Section A: Loss of or damage to the car

- Loss of or damage to **the car** caused by malicious damage, vandalism, fire, theft or attempted theft, when no-one is in it if:
 - Any window, door, roof opening, removable roof panel or hood was left open or unlocked; or
 - The keys (or any other device needed to lock **the car**) are left in or on **the car**.
- **The car** being confiscated or destroyed by or under order of any government or public or local authority.
- Loss or damage arising from **the car** being repossessed by or returned to its rightful owner.
- Loss or damage to **the car** caused by an inappropriate type or grade of fuel being used.
- Loss of or damage to any radar detectors, unless this equipment is permanently fitted to **the car** as part of the manufacturer's original specification.
- Loss of or damage to any audio, navigational and entertainment equipment that is not permanently fitted to **the car**.
- Loss of or damage to **the car** caused by a person known to **you** taking **the car** without **your** permission, unless that person is reported to the police for taking **the car** without **your** permission.
- Any loss of or damage to **the car** when **the car** is towing a trailer.
- The provision of a courtesy car following **the car** being involved in a claim.

Please also refer to the Policy Exclusions and Policy Conditions.

YOUR COVER Continued

Section B: Liabilities to third parties

What is covered

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

- **You** using **the car**.
- 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** while **you** are in charge of **the car**.

If **we** agree to, **we** may also pay:

- Solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction;
- Legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving; and
- Any other costs and expenses for which **we** have given **our** written permission arising from an accident covered under this policy.

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

Medical emergency cover

While **you** are practising driving or undergoing an official DVSA (Driver and Vehicle Standards Agency) practical driving test, **we** will extend the cover if it is necessary because of a **medical emergency** to allow an accompanying passenger to drive **the car** in order to complete the journey provided:

- They are aged 25 to 75 and have held a full UK driving licence at least 3 years; or
- They are a qualified DVSA Examiner; and
- **The car** can still be legally driven (in other words, it is roadworthy); and
- **The car** is being driven within the **geographical limits**; and

YOUR COVER Continued

Section B: Liabilities to third parties

- In the case of an incident where the **medical emergency** cover is required, **you** call the 24 hour Claims Number on **0333 358 0258** and provide **us** with the full details.

We will cover any person using **the car** under the cover provided by the **medical emergency** part of sections A and B, provided that the driver is not covered to drive **the car** by virtue of any 'driving other car/vehicle' extension provided by another insurance policy. If the driver is able to drive **the car** using such extension, this policy will only cover damage to **the car**. Any loss or damage to a third party arising directly or indirectly from the driver using **the car** will not be covered.

If the accompanying passenger using the **medical emergency** section is covered under any other insurance policy, **we** will not pay any part of the claim.

What is not covered

- Any amount **we** have not agreed to in writing.
- **You** using any vehicle other than **the car**.
- Death of or injury to any of **your** employees during the course of their work, even if the death or injury is caused by anyone insured by this policy, if insurance cover is provided as a requirement of any compulsory Employers Liability legislation within the **geographical limits**.
- Loss of or damage to property owned by or in the care of the person who is claiming cover under this section.
- Any damage caused when **the car** is towing a trailer.
- Any claim for pollution or contamination, unless it is caused by a sudden, identifiable event which was unintended and unexpected and happened at one specific time and place.
- Any amount over £1 million for one pollution or contamination event.
- Any amount over £20 million, (including 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.

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

Please also refer to the Policy Exclusions and Policy Conditions.

YOUR COVER Continued

Section C: Medical Expenses

What is covered

If **you** or anyone in **the car** is injured in an accident involving **the car**, **we** will pay up to £250 in medical expenses for each injured person.

YOUR COVER Continued

Section D: Personal Belongings

What is covered

We will pay for personal belongings in **the car** which are lost or damaged following an accident, a fire or theft involving **the car**. **We** will pay for the cost of the item, less an amount for wear and tear and loss of value.

What is not covered

- Loss of or damage when no-one is in **the car** if:
 - Any window, door, roof opening, removable roof panel or hood was left open or unlocked; or
 - The keys (or any other device needed to lock **the car**) are left in or on **the car**.
- More than £100 for each incident.
- Any goods, tools or samples which are carried as part of any trade or business.
- Loss of or damage to phone or other communication equipment.
- Money, stamps, tickets, documents and securities (such as share or bond certificates).
- Loss of or damage to any radar detection equipment.
- Loss of or damage to property that is insured under any other insurance policy.

POLICY EXCLUSIONS

1. We will not cover claims arising directly or indirectly from any of the following:
 - **The car** being driven by someone who is not described on **your certificate of motor insurance** as entitled to drive other than in the event of a **medical emergency** situation as described in sections A and B.
 - **The car** being driven, with **your** permission, by anyone who **you** know does not hold a driving licence or is disqualified from driving. However, **we** will still provide cover if the person used to hold a licence and is allowed to hold one by law.
 - **The car** being driven outside of the United Kingdom
 - **The car** being driven by someone who does not meet all the conditions of their driving licence.
 - **The car** being used for a purpose that is not shown as covered on **your certificate of motor insurance**.
 - **The car** being used for hiring, competitions, rallies or trials, for racing formally or informally against the clock or another motorist; or on a motor racing track, de-restricted toll road, airfield, at an off-road event or at the Nürburgring.
 - **The car** being used for criminal purposes or deliberately used to threaten or cause harm, loss or damage. An example of this would be 'road rage'.
2. We will not pay any claims if **you** receive any payment for giving people lifts in **the car**, and:
 - **The car** is made or altered to carry more than six 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.

POLICY EXCLUSIONS Continued

3. **We** will not pay 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 or above the speed of sound.
- War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power.
- Acts determined as terrorism by the UK Government.

4. **We** will not pay for claims arising directly or indirectly from:

Earthquakes, riots or civil disturbances outside Great Britain, the Isle of Man or the Channel Islands, except as required under section B.

5. **We** will not pay for any liability **you** accept under an agreement or contract.

Unless **you** would have been legally liable anyway.

6. Any decision or action of a court which is not within the **geographical limits** is not covered by this policy unless:

The proceedings are brought or judgment is given because **the car** was used in that country and **we** agreed to cover it there.

7. **We** will not pay claims arising directly or indirectly from **the car** being in a place used for:

Aircraft taking off, landing, parking or moving, including the associated service roads, refueling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come within the Customs examination area or any part of airport premises to which the public does not have access to drive their car.

POLICY EXCLUSIONS Continued

8. **We** will not provide cover for any person driving at the time of the incident who:

Is found to have a higher level of alcohol or drugs in their body than is allowed by law
9. Loss or damage caused whilst:

you are not accompanied by a driver aged 25 to 75 who holds a full UK driving licence and has done so for at least 3 full years.
10. Loss or damage if **the car** is not insured annually on a separate motor insurance policy.

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

MAKING A CLAIM

Call **0333 358 0258**

The Claims helpline is open 24 hours a day, 365 days a year. Remember to save this number in **your** mobile phone so that **you** will have it available if **you** have an accident.

If **the car** is involved in an incident or **you** need to make a claim, please phone **us** as soon as possible.

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

How you should deal with claims

You must send **us** any letter, claim, writ or summons as soon as **you** or the **current owner** receives 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.

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.

How we will deal with claims

We may:

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

We can do any of these in **your** name or in the name of any other person covered by this policy. Anyone who makes a claim under this policy must give **us** any reasonable information and assistance **we** ask for.

MAKING A CLAIM Continued

How we will settle a claim under section A

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

We will not pay more than the **market value** of **the car** when settling a claim.

If the car is economically repairable

If **the car** 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 car**. All parts used to repair **the car** come with a guarantee- typically for one year. However all workmanship is guaranteed for as long as the **current owner** continues to own **the car**. We will also pay the costs of delivering **the car** back to the address shown on **your** policy **schedule** or any other address **we** agree with **you** when the damage has been repaired.

You will have to pay any policy **excess** direct to the repairer.

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

If **you** do not want to use one of **our** approved repairers, **you** will need to send **us** an estimate for **us** to authorise and **we** may need to inspect **the car**. We reserve the right to ask **you** to obtain alternative estimates. Any payment **we** make will be after **we** have taken off any policy **excess**.

If the car is a total loss

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

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

MAKING A CLAIM Continued

If **the car** 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 owed to 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 owed, **you** may have to pay the balance.

Once the total loss offer is accepted, **the car** will belong to **us**. Any payment **we** make for total loss will be after **we** have taken off any policy **excess**.

Any payments **we** make under this section will be made to the **current owner** of **the car**.

Replacement car

We will not pay more than the **market value** of **the car** unless:

- The loss or damage happens before **the car** is a year old and the **current owner** is the first and only registered keeper of **the car** (or the **current owner** is the second registered keeper if the first registered keeper is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); and
- The **current owner** has owned **the car** (or it has been hired to them under a hire-purchase agreement) since it was first registered as new (or they are the second owner if the first owner is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); and
- The cost of repair is valued at more than 60% of the cost of buying an identical new car at the time of the loss or damage (based on the United Kingdom list price including taxes).

In these circumstances, if **you** or the **current owner** ask **us** to, **we** will replace **the car** (and pay the delivery charges to the address shown on **your schedule** or any other address **we** agree with **you**) with a new car of the same make, model and specification. **We** will only do this if:

- **We** can buy a car straight away within the **geographical limits**; and
- **We** have permission from anyone who **we** know has a financial interest in **the car**.

PRIVACY NOTICE

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share, transfer and store **your** information. For **our** full Privacy Policy please visit **our** website www.ageas.co.uk/privacy-policy or contact **our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing thedpo@ageas.co.uk. **Your insurance adviser** will have their own uses for **your** personal data. Please ask **your insurance adviser** if **you** would like more information about how they use **your personal information**.

Collecting your information

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

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

Using your information

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

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

If **you** have given **us** such information about someone else, **you** would have confirmed that **you** have their permission to do so.

PRIVACY NOTICE Continued

Sharing your information

We share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **us** or on **our** behalf; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes.

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

Keeping your information

We will only keep **your** information for as long as is necessary in providing **our** products and services to **you** and/or to fulfil **our** legal and regulatory obligations. Please refer to **our** full Privacy Policy for more information.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** will not transfer **your** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or **we** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **your** information.

Your rights

You have a number of rights in relation to the information **we** hold about **you**, these rights include but are not limited to: the right to a copy of **your personal information we** hold; object to the use of **your personal information**; withdraw any permission **you** have previously provided and complain to the Information Commissioner's Office at any time if **you** are not satisfied with **our** use of **your** information. For a full list of **your** rights please refer to the full Privacy Policy.

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

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, **you** can 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

Service standards

We will try to resolve **your** complaint by the end of the third 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 its 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 for any reason **you** are dissatisfied with **our** final response, **you** should escalate the matter as outlined on the following page.

WHAT TO DO IF YOU HAVE A COMPLAINT Continued

Financial Ombudsman Service

You can ask the Financial Ombudsman Service to review **your** complaint if for any reason **you** are 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

For further information call **0800 023 4567**. **You** can also visit the Financial Ombudsman Service website at www.financialombudsman.org.uk

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

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If **we** cannot meet **our** obligations, **you** may be entitled to compensation under the scheme. **You** can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling **0800 678 1100** or **0207 741 4100**.

Underwritten by
Ageas Insurance Limited

Registered address:
Ageas House,
Hampshire Corporate Park,
Templars Way,
Eastleigh,
Hampshire SO53 3YA



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