

To report a claim, call:

ADRIAN FLUX

0344 381 4420

FLUXDIRECT 

0344 381 4461

 **sterling**

0344 381 9350



Chartwell Insurance

0344 381 4463



0344 381 4462

Lines are open 24 hours a day, 7 days a week, all year round

UK call centre

Important

You must report all claims, whether or not they are your fault and whether you plan to make a claim or not.

You should call to report your claim as soon as possible and within 12 hours of the incident occurring.

Legal cover

Your policy includes free legal cover up to £100,000 and access to a legal advice helpline.

If you've had an accident that was not your fault, your legal cover could help you with;

- repairs for your vehicle
- arranging a hire car
- compensation for injury
and
- recovery of other losses, such as loss of earnings

Our claims handlers will discuss your legal cover with you. You can also find more information in the legal cover policy booklet, which is available on our website or through the link provided in your insurance documents.



Optima Van

Policy Wording

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To make a claim, call **0870 240 1895**
Please add this number to **your** mobile phone



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What our terms mean

Any word or expression which is defined on this page is to have the same meaning wherever it appears in the policy documents irrespective of its typeface or colour.

You, your

The person, partnership or company (including partners or directors) named in **the schedule** or in the event of their death or insolvency, their legal representatives.

We, us

Ageas Insurance Limited.

Your vehicle

Any commercial motor **vehicle** for which **you** have a current **certificate of motor insurance** under this policy. This includes one trailer attached to **your vehicle**.

Certificate of motor insurance

Evidence that **you** have motor insurance as required by law.

Pollution or contamination

All **pollution** or **contamination** of buildings or other structures or of water or land or the atmosphere.

All injury loss or damage directly or indirectly caused by the **pollution** or **contamination**.

Market value

The cost of replacing **your vehicle** with a **vehicle** of the same make, model, specification, age, mileage and condition as **your vehicle** was immediately before the loss or damage **you** are claiming for.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Great Britain

England, Scotland and Wales.

Excess

The first amount of any claim which **you** will be responsible for if **your vehicle** is lost, stolen or damaged.

Young driver

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

Inexperienced driver

A person who has a provisional licence or a person who has held a full licence for less than 12 months at the time of an event which **you** may be entitled to claim for.

The schedule

The schedule attached to this policy. Please read **the schedule** carefully as it sets out the cover **we** will give **you** under this policy.

We will give **you** a replacement schedule whenever **you** renew the policy or if **you** make any changes to the policy during the period of insurance.

The terms used in **the schedule** to define the cover have the following meaning:

Comprehensive

All parts of this policy apply.

Third party, fire and theft (TPF&T)

All parts of this policy apply. Part A1 will only apply for loss or damage resulting from fire or theft or an attempted theft.

Third party only (TPO)

All parts of this policy apply except for part A1.

Fire and theft only (F&T)

Part A1 of this policy applies but only for loss or damage resulting from fire or theft or an attempted theft.

Acts of Terrorism

The use or threatened use of any action, force or violence by any person or group of people whether acting alone or on behalf of any organisation or government committed for political, religious, ideological or similar purposes including the intention to influence any government or to intimidate and/or put in fear the public or any section of the public.

Introducing your Optima Van policy

Our contract with you

This policy is a contract solely between **you** and **us**. It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this policy in favour of any third party.

The proposal (or any statement of fact or statement of insurance prepared from information **you** have provided) and declaration **you** make are part of this contract. **The schedule**, any endorsements and the **certificate of motor insurance** are all part of this policy. **You** must read them all as one document. **We** will insure **you** against legal liability, loss or damage under the sections shown in **the schedule** during any period of insurance set out in **the schedule**. **You** must keep to the conditions of this policy.

The cover applies throughout Great Britain, Northern Ireland, the Isle of Man, Channel Islands and any other country which is a member of the European Union except when **we** say otherwise. **Your vehicle** is also covered when in transit within these countries and between any of their ports.

On behalf of Ageas Insurance Limited.



François-Xavier Boisseau - CEO, Insurance
Ageas Insurance Limited

The law which applies to our contract

You and **we** can choose the law which will apply to this contract. **We** have decided the law which will apply will be the law of the country in which **you** live.

If **you** do not live in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man, the law which will apply is the law of England and Wales.

Important

Please read this policy, schedule, any endorsements and certificate of insurance carefully and make sure that they meet **your** needs. If **you** have any queries please contact **your** broker or intermediary who will be glad to help **you**. Please keep this policy, schedule, any endorsements and certificate of insurance in a safe place. **You** may need to refer to them if **you** make a claim.

Cooling off period

We hope that **you** will be happy with **your** insurance policy. However, if this policy does not meet **your** needs **you** have 14 days from the date **you** received **your** policy documents to cancel the policy and get a full refund. (**We** will not give **you** a refund if **you** have claimed for the total loss of **your vehicle** or an incident has happened where **you** could make a claim for a total loss).

To cancel **your** policy, please contact the insurance broker or intermediary who sold **you your** policy.

To get a refund, **you** must return this policy and any **certificate of motor insurance** or cover note.

Privacy notice

Please read this notice carefully as it contains important information about our use of **your** personal information. In this notice, **we** and **us** and our mean Ageas Insurance Limited. **Your** personal information means any information **we** hold about **you** and any information **you** give **us** about anyone else.

You should show this notice to anyone else insured or proposed to be insured to drive **your vehicle** under **your** policy as it will also apply to them. It explains how **we** use all the information **we** have about **you** and the other people insured under **your** policy.

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 your personal information

We are part of the Ageas group of companies. **We** may share **your** 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 **your** 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 **your** personal information to assess **your** insurance application and provide information to credit reference agencies.

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 **your** personal information with others:

- if **we** need to do this to manage **your** policy with **us** including settling claims (if the claim relates to an incident which occurs abroad **we** may transfer **your** personal information outside the European Economic Area);
- 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 **your** personal information. If **you** require such information, please write to the Data Protection Officer at the address set out on page 6.

Preventing and detecting crime

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

- check **your** 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 on page 6;
- 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. For details relating to information held about **you** on the Claims and Underwriting Exchange please visit insuredatabases.co.uk. **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

Privacy Notice - continued

Dealing with others on your behalf

To help **you** manage **your** insurance policy, subject to answering security questions, **we** will deal with **you** or **your** husband, wife or partner 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. For **your** protection only **you** can cancel **your** policy or change the contact address.

Marketing

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

We will only use **your** 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.

Security

We will take appropriate technical, physical, legal and organisational measures, to protect **your** personal information. Some of **your** personal information may on occasion, be sent through our e-mail system. Our e-mail system is operated by a third party and uses servers located outside of the EEA which are shared with other parties. **We** ensure that any such transfer of **your** personal information through our email system is secure and complies with UK data protection law and guidance.

Reinsurance use

We also use the services of re-insurance companies based outside the European Economic Area. If **we** do this **we** will ensure they provide an appropriate level of protection for **your** information.

Further information

You are entitled to receive a copy of any of **your** personal information **we** hold. 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 **your** 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.

Our customer-care policy

We are committed to treating our customers fairly. However, **we** realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell **us your** name and **your** claim number or policy number and the reason for **your** complaint.

We may record phone calls.

For complaints about claims, contact the Claims Director at:

Ageas Insurance Limited
Personal Insurances Claims Centre
1 Port Way
Port Solent
Portsmouth
Hampshire
PO6 4TY
Phone: **0844 748 0117**
Email: claims.director@ageas.co.uk

For complaints about policy administration and documents, contact the Personal Lines Service Manager at:

Ageas Insurance Limited
60 Spring Gardens
Manchester
M60 1HU
Phone: **0161 834 9888**
Fax: **0844 748 0207**
Email: underwritingcustomerservice@ageas.co.uk

We promise to:

- acknowledge **your** complaint within five working days of receiving it;
- have **your** complaint reviewed by a senior member of staff;
- tell **you** the name of the person managing **your** complaint when **we** send our acknowledgement letter; and
- respond to **your** complaint within 20 working days. If this is not possible for any reason, **we** will write to let **you** know when **we** will contact **you** again.

Calls to 0870 numbers will cost no more than calls to 01 or 02 numbers in the UK. Calls from mobile phones may cost more. Calls to 0844 numbers cost less than 5p per minute from a BT line. Other network charges will vary.

Financial Ombudsman Service

You may be able to pass **your** complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review **your** case.

Their address is:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Phone: **0800 023 4567** if calling from a land line or **0300 123 9123** if calling from a mobile.

You can visit the Financial Ombudsman Service website at www.fos.org.uk

The ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. **You** can get more information from **us** or the ombudsman.

If **you** take any of the action mentioned above, it will not affect **your** right to take legal action.

Regulation

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

You can check the Financial Conduct Authority website at www.fca.org.uk, which includes a register of all the firms they regulate. Or **you** can phone them on 0800 111 6768.

Financial Services Compensation Scheme

We, Ageas Insurance Limited, are covered by the Financial Services Compensation Scheme (FSCS).

If **we** fail to carry out our responsibilities under this policy, **you** may be entitled to compensation from the Financial Services Compensation Scheme.

Information about the scheme is available at www.fscs.org.uk or by phone on **020 7741 4100**.

Loss and damage

Loss of or damage to your vehicle accessories or spare parts (Part A1)

What is insured	What is not insured
<p>If your vehicle, accessories or spare parts are lost, stolen, or damaged, we will either:</p> <ul style="list-style-type: none">• repair the damage;• replace what is lost or is damaged beyond economical repair;• pay you cash for the amount of the loss or damage. <p>We have the right to choose which action to take in the case of any claim.</p> <p>Accessories and spare parts which are only for your vehicle, and are in or on your vehicle, or in your private garage at the time of the loss or damage, will be covered in the same way.</p> <p>If a replacement for any damaged accessory or part of your vehicle is not available we will pay the value of the accessory or part at the time of the loss. We will not pay more than the manufacturer's last quoted list price in the United Kingdom for the accessory or part. If such a list price is not available the most we will pay is the manufacturer's last quoted list price in the United Kingdom for an equivalent accessory or part. We may use accessories or parts, including recycled parts, which are not made or supplied by the manufacturer of your vehicle but are of a similar type and quality to the parts we are replacing. We will not be responsible for additional storage costs caused by the unavailability of an accessory or spare part nor the cost of importation of any accessory or part into the United Kingdom.</p> <p>The most we will pay is the market value of your vehicle, accessories and spare parts at the time of the loss or damage. We will not pay more than the amount for which you insured them. If your vehicle is under a hire purchase or leasing agreement, we will pay any claim to the legal owner.</p> <p>If your vehicle cannot be driven because of the loss or damage covered under this policy we will pay the reasonable cost of protecting your vehicle and taking it to the nearest competent repairer. After it has been repaired we will pay the reasonable cost of delivering it to your address in the United Kingdom.</p>	<p>This applies to all claims under part A1 of the policy. We will not pay for any of the following:</p> <ul style="list-style-type: none">• any excess shown in the schedule;• loss of use, loss of value, wear and tear;• mechanical, electrical, electronic or computer failures or breakdowns;• damage to tyres from braking or by road punctures, cuts or bursts;• loss, destruction or damage caused directly by pressure waves caused by aircraft and other aerial devices travelling at or above the speed of sound;• any reduction in the market value of your vehicle following any repair whether or not as a result of any claim under this policy;• loss of or damage to any trailer or caravan whether or not it is being towed by or attached to your vehicle. This does not apply if there is an endorsement in the schedule saying otherwise;• loss of or damage to telephone, communication equipment of any kind;• loss of or damage to your unoccupied vehicle if it is unlocked, or the windows or roof opening are open, or the keys (or any alternative electronic or mechanical device designed to operate the locking and/or ignition systems of the vehicle) are in or on the vehicle;• loss of your vehicle by deception by someone who claims to be a buyer or a buying or selling agent;• loss of or damage to any satellite navigation equipment, radio, cassette, disc player or similar apparatus or accessories or parts of any such apparatus. This does not apply if there is an endorsement in the schedule saying otherwise;• any increase in damage as a result of your vehicle being moved under its own power following an accident;• loss of or damage to your vehicle by a Government or public or local authority;• loss or damage resulting from the repossession of the vehicle or restitution to its rightful owner;

Loss of or damage to your vehicle accessories or spare parts (Part A1) - continued

What is insured	What is not insured
<p>If your vehicle is damaged by something covered under this policy you must:</p> <ul style="list-style-type: none"> do whatever is necessary to protect your vehicle and its accessories; report the incident to us as soon as possible. Refer to pages 15 to 16 for full information of reporting claims. <p>Audio and satellite navigation equipment Please read the schedule.</p> <p>Broken glass If you have comprehensive cover please read the schedule.</p> <p>Loss of keys and replacement of locks Please read the schedule.</p>	<p>Young or inexperienced drivers: If your vehicle or any of its accessories or spare parts are damaged while the vehicle is being driven by or in the charge of a person who is young or inexperienced, you will be responsible for the first part of the cost as shown in the schedule. You must pay this in addition to any other excess amounts shown in the schedule. You must pay the excess for each claim involving damage to your vehicle. If we pay any of these amounts you will have to repay the same amount to us as soon as possible.</p>

Liability to others

What is insured	What is not insured
<p>Cover provided for you (Part A2) This policy covers you for:</p> <ul style="list-style-type: none"> all you legally have to pay for the death of or personal injury to any person as a result of an incident involving your vehicle; damage to any property as a result of an incident involving your vehicle, but the indemnity against liability including all costs, expenses and indirect losses other than those covered under Legal Expenses (PART A5) for such damage is limited to £5,000,000 in respect of any such incident or series of incidents arising out of one event. <p>You must inform us immediately of the disposal of your vehicle as shown on your certificate of motor insurance. All cover under this policy will cease unless a replacement vehicle is acquired and details notified to us within 7 days of the disposal of the originally insured vehicle.</p> <p>Cover provided for other people (Part A3) If you ask, we will provide the same cover to the following people:</p> <ul style="list-style-type: none"> anyone you allow to drive your vehicle if allowed by your certificate of motor insurance; anyone you allow to use your vehicle for social domestic and pleasure purposes (this does not include driving); anyone travelling in or getting into or out of your vehicle; your employer for any vehicle you or they use and which is covered by this policy. Your employer must have your permission and the driver and use must be allowed by your certificate of motor insurance. Except for your vehicle any such vehicle must not belong to or be hired to your employer. <p>Cover provided for legal personal representatives (Part A4) If anyone insured under the policy dies we will transfer to their estate the protection we provide under this policy.</p>	<p>This applies to all claims under parts A2 and A3 of the policy. We will not pay for any of the following:</p> <ul style="list-style-type: none"> loss of or damage to property belonging to, or in the custody or control of any person insured under this part of the policy; anyone driving your vehicle who has never held a licence to drive it or who is disqualified from holding or applying for such a licence; anyone who fails to keep to any of the terms, exceptions, conditions and endorsements of this policy; anyone entitled to cover under any other policy; liability for the death of or injury to any person arising out of their employment by any person insured under this policy except as required under the Road Traffic Acts; loss of or damage to any vehicle being used or driven under this part of the policy.

Liability to others - continued

What is insured	What is not insured
<p>Legal expenses (Part A5)</p> <p>General representation:</p> <p>If we give our prior written permission we will pay the fee for a solicitor to:</p> <ul style="list-style-type: none">• represent any person insured under this policy at any coroner's inquest or fatal accident inquiry; and• defend any person insured under this policy in a court of summary jurisdiction in connection with any accident which you may be able to claim for under Parts A2 or A3 of the policy. <p>Proceedings for manslaughter or causing death by dangerous driving or causing death while under the influence of drink or drugs:</p> <p>We will pay for legal services to defend anyone insured under this policy if proceedings are taken against them for manslaughter or causing death by dangerous driving or causing death while under the influence of drink or drugs. The following conditions apply to this cover:</p> <ul style="list-style-type: none">• you must ask us to provide and we must agree to provide the cover;• liability for the death(s) giving rise to the proceedings must be covered under this policy; and• the event causing the death(s) must have happened in the European Union. <p>Hospital treatment (Part A6)</p> <p>We will pay hospital treatment fees as required under the Road Traffic Acts.</p>	

Use abroad

What is insured	What is not insured
<p>Foreign use (Part A7)</p> <p>This policy provides cover to use the insured vehicle in:</p> <ul style="list-style-type: none">• any country which is a member of the European Union; <p>This policy provides the minimum cover you need by law in:</p> <ul style="list-style-type: none">• any other country which agrees to meet European Commission Directives on motor insurance and satisfies the European Commission that it has made arrangements to meet the requirements of these Directives.	<p>Unless we have agreed to extend full policy cover for use of your vehicle outside the European Union we will not pay for any of the following:</p> <ul style="list-style-type: none">• loss of or damage to your vehicle or its accessories and spare parts;• any third party liability which is more than the minimum cover required by the European Commission Directives;• any claim arising out of the use of your vehicle in any country outside the European Union that does not meet the European Commission Directives.

Extended cover

If **we** agree **we** will provide the wider cover shown in **your** schedule while **your vehicle** is being used outside the European Union or while **your vehicle** is in transit between the European Union and any other country which **we** have agreed to provide cover for.

For this wider cover to apply **you** must:

- request **us** to provide the cover before **your** departure;
- tell **us** which countries **you** are visiting;
- tell **us** **your** date of departure and return;
- pay any required additional premium.

International motor insurance certificate (Green Card)

A Green Card is no longer required for travel within those countries which are members of the European Union or which meet the requirements of the European Commission Directives on motor insurance.

For travel outside these countries a Green Card will be issued showing the countries and dates for which the wider policy cover is being provided.

Customs duty/delivery costs

If **your vehicle** cannot be driven because of loss or damage covered by this policy and subject to prior agreement, **we** will pay the reasonable cost of delivering **your vehicle** to **your** address in the United Kingdom and any customs duty **you** have to pay as a direct result of the loss or damage.

Additional benefits – all policies

No claim Bonus

- 1 If no claim is made **you** will qualify for a no claim bonus.
You cannot transfer **your** no claim bonus to someone else.
We will allow the maximum no claim bonus if **you** do not claim for seven years.
- 2 If **you** have a **comprehensive** policy and **you** claim only for broken glass under any windscreen endorsement shown on **your** schedule, **your** no claim bonus will not be affected by that claim.
- 3 If **we** pay hospital treatment fees under the Road Traffic Acts it will not affect **your** no claim bonus.
- 4 **You** can ask **us** for information on how **your** no claim bonus may be affected by a claim.

Cover when your vehicle is being serviced, overhauled or repaired

The cover **you** have under this policy applies to **you** when **your vehicle** is in the hands of a motor trader carrying on a business from a motor trade outlet or premises for service, overhaul or repair. On such occasions **we** will ignore the limitations about driving and use described in **your certificate of motor insurance**

Additional benefits – comprehensive policies only

What is insured	What is not insured
<p>Accidental injury to you or your wife, husband or civil partner (Part B1)</p> <p>If you or your wife, husband or civil partner are injured in an accident in the United Kingdom or any other country in the European Union you will qualify for personal accident benefit.</p> <p>Benefit we will provide Please read the schedule.</p> <p>To qualify for the benefit You must have suffered the injury:</p> <ul style="list-style-type: none">• in direct connection with your vehicle; or• while travelling in or getting into or out of any other vehicle. <p>The injury must be the only cause of death, loss of eyes or limbs.</p> <p>The benefit will be paid direct to the injured person or to their legal personal representatives.</p> <p>Medical expenses (Part B2)</p> <p>If you, your driver or any of your passengers are injured in an accident involving your vehicle, we will pay you the medical expenses incurred for each injured person up to the amount shown in your schedule.</p> <p>Personal belongings, clothing and rugs (Part B3)</p> <p>We will pay up to the limit shown in your schedule for personal belongings, clothing or rugs in or on your vehicle if they are lost or damaged due to fire, theft, attempted theft or accident involving your vehicle.</p> <p>The limit applies to each occasion when loss or damage happens. If you do not own the property lost or damaged you may ask us to pay the compensation to the actual owner. The owners acceptance of payment will be the proof that we have met the claim.</p>	<p>We will not pay the benefit if:</p> <ul style="list-style-type: none">• the injury is caused by suicide or attempted suicide;• the injured person has reached the age of 70;• death, loss of eyes or limbs arises more than three months after the event leading directly to the condition;• the injured person was at the time the injury happened under the influence of drink or drugs or had more alcohol in their body than the limits set down in the Road Traffic Acts.• the injured person was at the time of the injury using the vehicle in the course of their employment or for business purposes. <p>If you or your wife, husband or civil partner hold any other motor insurance policy with us then we will pay the benefit under one policy only.</p> <p>We will not pay for any of the following:</p> <ul style="list-style-type: none">• money, stamps, tickets, documents or securities;• tools, goods or samples carried in connection with any trade or business;• wear, tear and depreciation.

Additional benefits – comprehensive policies only - continued

What is insured	What is not insured
<p>New vehicle benefit (Part B4)</p> <p>If your vehicle is stolen and not recovered or is damaged and the cost involved in the repair will be more than 60% of the manufacturer's list price (including vehicle tax and VAT) at the time of the loss or damage we will replace your vehicle with a new vehicle of the same make and model. We will only do this if your vehicle is less than twelve months old from the date of first registration as new in your name and a replacement vehicle is available. We will only replace your vehicle if you and any other known interested parties agree. The vehicle being replaced will become our property.</p> <p>If we cannot obtain a replacement vehicle of the same make and model we will pay you the market value of your vehicle and its fitted accessories and spare parts at the time of the loss or damage.</p> <p>Replacement vehicle cover (Part B5)</p> <p>If your vehicle is damaged in circumstances that give rise to a claim under part A1 of the policy and once we accept your claim, you will be entitled to a replacement vehicle. You will not be entitled to a replacement vehicle if you are under 18 years of age at the time of a claim. We will not provide a replacement vehicle until your vehicle is being repaired by one of our partnership repairers (see page 14 for more details). We will arrange for the replacement vehicle from a vehicle provider of our choice.</p> <p>The replacement vehicle will be a type described by the rental company as being within private vehicle category V1. To become entitled and stay entitled to a replacement vehicle you must agree to keep to all of the vehicle provider's conditions.</p> <p>If a replacement vehicle is given to you under this section of the policy we will extend the cover provided by this policy to the replacement vehicle. Your entitlement to a replacement vehicle will not begin or will end if our partnership repairer or any vehicle engineer appointed by us says that your vehicle is beyond economical repair.</p> <p>Your entitlement to a replacement vehicle will not begin or will end if you claim or we offer to settle under any new vehicle benefit clause that may apply under the policy. Your entitlement to a replacement vehicle will end:</p> <ul style="list-style-type: none">• when your vehicle has been repaired and is made available for you to collect or for us to re-deliver to you;• when the policy ends or is cancelled;• after you have had the replacement vehicle for 14 days; whichever happens first. <p>We will only give you a replacement vehicle if the loss or damage happens in Great Britain or Northern Ireland.</p> <p>Overnight Accommodation (Part B6)</p> <p>We will pay up to £40 for the driver or £80 in total for all passengers in your vehicle towards the cost of staying in an hotel overnight if this is necessary if your vehicle cannot be driven as a result of loss or damage, covered under Part A1 of this policy.</p>	

General exceptions – applicable to all of the policy

- 1 This policy does not apply when any **vehicle** covered by it:
 - is being driven by or is in the charge of any person not allowed to do so under **your certificate of motor insurance**;
 - is being used other than for the purposes shown in **your certificate of motor insurance**;
 - is being driven with **your** permission by any person who **you** know has never held a licence or is disqualified from holding or applying for one;
 - is being driven by, or in the charge of, a person who is not complying with the conditions or limitations of their driving licence, unless **we** must provide cover under the Road Traffic Acts;
 - is towing for reward a caravan, trailer or disabled mechanically propelled **vehicle**;
 - is towing more than one caravan, trailer or disabled mechanically propelled **vehicle** at any one time.
- 2 This policy does not cover any liability incurred as a result of an agreement or contract unless that liability would have existed otherwise.
- 3 Except as required under the Road Traffic Acts, this policy does not cover any loss or damage caused by war, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or **acts of terrorism**.
- 4 This policy does not provide cover except under parts A2, A3, A4, A5, A6 for any accident, injury, loss or damage caused by:
 - earthquake;
 - riot or civil commotion if it happens outside Great Britain, the Isle of Man or the Channel Islands.
- 5 This policy does not cover any loss, damage or legal liability directly or indirectly caused by:
 - ionising radiations or **contamination** by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.
- 6 **We** will not pay for any liability, injury, damage or accident while **your vehicle** is parked or is being driven in any part of an airport or airfield set aside for:
 - moving, taking off or landing of aircraft;
 - aircraft parking areas and associated roads, and ground equipment parking, maintenance and refuelling areas;
 - Customs examination areas of passenger terminals.
- 7 **We** will not be liable for death of or bodily injury to any person or damage to property directly or indirectly caused by **pollution** or **contamination** unless the **pollution** or **contamination** is directly caused by a sudden, identifiable, unintended and unexpected event which happens in its entirety at a specific time and place during the period of insurance.

We will treat all **pollution** or **contamination** which arises out of one event as having happened at the time the event took place.

This exception will not apply in circumstances where **we** have to meet any compulsory motor insurance laws.
- 8 **We** will not pay the claim and all cover under the policy is forfeited if **you** or anyone acting for **you** makes a claim under the policy knowing the claim to be false, fraudulently inflated or supported by fraudulent documents or if loss, damage or injury is caused by **your** wilful act or with **your** connivance.
- 9 This policy will not cover loss, damage, injury or liability arising from any deliberate act by **you** or someone insured under this policy.

Policy conditions – applicable to all of the policy

- 1 **You** or **your** legal personal representatives must give **us** in writing as soon as possible full details of any event which could lead to a claim under this policy. **You** must also send **us** unanswered any letters, notices, writs or summonses **you** receive to do with the claim. If **you** know of any possible prosecutions, inquests or fatal accident inquiries **you** must tell **us** immediately in writing.
- 2 **You** must not admit responsibility or offer or promise anything without our written permission.
- 3 If **we** wish **we** may take over and deal with **your** claim in **your** name. **We** may also pursue any claim to recover for our benefit any money **we** have paid out under this policy. Anyone claiming cover under this policy must give **us** whatever information and help **we** need.
- 4 If at the time a claim is made under this policy any other policy exists that would cover the claim, **we** will pay only our share of the claim unless it says differently in this policy.
- 5 **You** must do all **you** can to protect **your vehicle** and its contents and keep **your vehicle** in a road worthy condition. If **we** ask **you** must let **us** examine **your vehicle** at any reasonable time.
- 6 **Your vehicle** must have a current MOT certificate if applicable.
- 7 The insurance cover this policy provides depends on the terms, exceptions, conditions and endorsements in this policy document and **the schedule** which must be read as one document. Everyone claiming cover must do everything the policy requires for it to stay in force.
- 8 If **you** want to cancel this policy, **you** must tell **us** in writing and at the same time send to **us** **your certificate of motor insurance**.
As long as **you** have not made a claim under the policy, **we** will refund part of **your** premium. **We** will calculate the refund on a pro rata basis.
We or our authorised agent may cancel this policy by giving **you** seven days' notice by letter. **We** will send this notice to **your** last known address. **You** must send **us** the policy and **certificate of motor insurance** and then **we** will refund to **you** a part of **your** premium.
- 9 If **we** accept a claim under part A1 of this policy but cannot agree the amount to be paid **we** will pass the matter to an arbitrator. The arbitrator will be appointed in accordance with the law in force at the time. The arbitrator must have made a decision before **you** can take legal action against **us**.
- 10 If the law of any country in which **you** are covered by this policy says **we** must settle a claim which **we** would not otherwise have paid **we** can ask **you** or the person who incurred the liability to pay **us** that amount.
- 11 If **you** do not pay a premium **we** will not provide cover from the date the premium was due.
- 12 If **you** claim under this policy and **you** are paying **your** premium under a Ageas Insurance Limited credit scheme **we** may take from any claim settlement any amount **you** owe **us**.
- 13 Under part A2 of **your** policy, in respect of claim(s) arising out of damage to property caused by or in connection with **your vehicle**. **We** may at any time:
 - pay to **you** the amount of indemnity provided by this policy to a maximum of £5 million (after deduction of payments already made), or
 - pay any less amount for such claim(s) to be settled.From the date of such payment **we** shall relinquish control of the negotiations and legal proceedings in connection with such claim(s) and **we** shall be under no further liability except for costs and expenses incurred with our written consent prior to the date of such payment
- 14 If **your vehicle** is damaged and is uneconomical to repair (written off) and **we** agree to settle **your** claim on that basis **you** will still owe **us** the full annual premium as **we** will have met all our responsibilities to **you** under this policy. All cover will cease unless **we** agree otherwise and **you** must send **us** any documentation that **we** require.

A guide to making a claim

If you are involved in an accident or your vehicle is stolen

Call Claimline on **0870 240 1895** as soon as possible after the incident has occurred. Assistance is available on this number 24 hours a day.

The information you will need to provide to us

- **your** policy/certificate number;
- **your** personal details and those of the driver;
- full details of the incident and any other parties involved.

The claim form

This will be completed over the telephone when **you** call Claimline. If necessary the claim form will be sent to **you** for checking and signing.

Getting your vehicle repaired

If **your vehicle** needs to be repaired **we** have a nationwide network of partnership repairers who can arrange to start work on **your damaged vehicle** with minimum delay. Simply call Claimline and **we** will contact the nearest partnership repairer for **you**. Collection and redelivery to **your** home can be arranged if required. Under our partnership repairer scheme there is no need for **you** to obtain repair estimates or wait for an engineer's inspection.

Partnership repairers have been specially chosen by **us** to ensure a high standard of service and provide high quality repair work, with a 3 year warranty. Their quality is constantly under review by our own team of engineers.

Replacement Vehicle

If **you** need the use of a **vehicle** while **your** own is being repaired **we** guarantee to provide **you** with one under our Replacement **Vehicle** Scheme. For full details of this scheme please refer to part B5 of **your** policy. This scheme is only available to **comprehensive** policyholders aged 18 years and over who use a partnership repairer.

When repairs are complete

The repairer will let **you** know when **your vehicle** can be collected (or arrange redelivery). If **you** have a replacement **vehicle** this must be returned at the same time. When **you** collect **your vehicle** **you** will need to pay the repairer any policy **excess** or contribution which may be applicable.

If your vehicle is a total loss

If **your vehicle** is irreparable or repair costs exceed the **market value** of the **vehicle** and its accessories it will be considered a total loss. Once this is determined **we** will immediately move **your vehicle** to a place of free storage, so please ensure that wherever possible all **your** personal effects are removed from **your vehicle**. **You** should note that all total loss vehicles are placed on an industry-wide register to guard against fraud and this information is shared between insurance companies.

Before settlement can be made **you** will need to provide **us** with:

- **your certificate of motor insurance**;
- the **vehicle** registration document;
- the **vehicle** MOT test certificate;
- all sets of **vehicle** keys;
- the **vehicle** purchase receipt;
- details of any outstanding finance relating to the **vehicle**;
- any other documentation that **you** may wish **us** to take into account such as the **vehicle's** servicing history.

Note: Sending the documents to **us** direct will avoid any unnecessary delay in issuing **your** settlement cheque.

An engineer will contact **you** to agree a valuation for **your vehicle**, subject to deduction of any applicable policy **excess**, outstanding finance and any premium still to be paid. Once **you** have accepted this amount and subject to all information and documentation being in order, **we** will issue **you** with a cheque (please allow 7 working days).

Note: For reasons of safety and to prevent fraud, insurers actively discourage the retention of total loss vehicles by policyholders. Future insurance on such vehicles may be refused.

If your vehicle is stolen

If **your vehicle** is stolen and recovered with damage, it will either be repaired or a total loss payment made in the manner already described. If the **vehicle** is not recovered this will also be treated as a total loss.

Note: **We** may arrange for an Ageas Representative to visit **you** to help **us** with our investigation of theft claims.

A guide to making a claim - continued

If a third party is involved

Do not admit liability. Obtain names, addresses and telephone numbers of those involved (eg. drivers, passengers, pedestrians and witnesses). Please also obtain insurance details for any vehicles involved and offer **your** insurance details to anyone involved in the accident. Forward any third party correspondence to ourselves unanswered. Do not attempt to deal with any claim yourself unless agreed by **us**.

General Information

Cherished or personalised number plates

If **your vehicle** is stolen and not recovered or rendered a total loss **you** should contact the DVLA at the earliest opportunity to make the necessary arrangements to transfer the plate to a replacement **vehicle**. **Note:** Failure to do so could delay **your** claim.

Uninsured loss recovery

When making a claim any costs incurred which are not included under **your** policy, such as the **excess** are known as 'uninsured losses'. If **you** are not at fault then **you** may be entitled to recover these from the known third party. **You** may have separate cover to assist in this recovery; check **your** documentation or contact the third party or their insurers directly for reimbursement.

Glass repair & replacement

If the Windscreen, side or rear glass in your vehicle needs to be repaired or replaced

Call Glassline on **0800 85 44 54**.

If the glass can be repaired

Glass damage can often be repaired but **you** need to act **quickly** and call Glassline as soon as possible. If left untreated, the damage is likely to spread until a much more costly and time-consuming replacement is required. If **you** have windscreen insurance cover, simply produce **your** current **certificate of motor insurance** at the time of repair. No **excess** will apply and there will be nothing to pay (except the VAT if registered).

If the glass has to be replaced

Call Glassline. If **you** have windscreen insurance cover and can produce **your certificate of motor insurance you** will only have to pay any applicable policy **excess**, VAT (if registered) and any amount by which the invoice exceeds the policy limit.

If you do not have windscreen insurance cover

If **your** policy does not include this cover by calling Glassline **you** will still qualify for a substantial discount for standard stock items but **you** will need to pay the windscreen company in full at the time of repair or replacement.

If you do not use Glassline

This will not affect **your** right to claim under the policy but a limit may apply to the amount **you** may claim. Please see **your** schedule for full details.

Protecting your vehicle & belongings

Vehicle related crime is unfortunately very common, accounting for over a quarter of all reported crimes. As most **vehicle** crime occurs when the **vehicle** is unattended **we** hope **you** will find the following tips and precautions useful in helping **you** to protect **your** property against **vehicle** crime. It is also a condition of **your** policy that **you** do everything **you** can to protect **your vehicle**. In certain circumstances if **you** do not do this **your** right to claim under **your** policy may be affected.

Close all windows

When **you** leave **your vehicle** (even for a short time) close all windows, including the sun roof (if fitted).

Lock your vehicle

Always lock **your vehicle**, even if it is on **your** drive or in **your** garage or **you** are just leaving it for a short while. Do not forget the rear or side doors.

Remove the keys

Even if **you** are leaving **your vehicle** for just a few seconds never leave **your** keys in the **vehicle** or leave the engine running.

Fit and use an anti-theft device

Most **vehicle** thieves are opportunist and will often avoid vehicles which have an anti-theft device fitted. A discount from **your** insurance premium may be available if **you** fit and use an approved alarm/immobiliser.

Goods being carried

Always ensure that goods being carried in or on **your vehicle** are securely fastened at all times. Valuable goods being carried should never be left unattended.

Parking your vehicle

At night try and park in a well lit area. If **you** are using a ticket entry car park always take the ticket with **you**. Where possible use a car park which has security cameras or is regularly patrolled by security staff.

Audio and satellite navigation equipment

Where possible always remove **your** radio or other audio and satellite navigation equipment when leaving **your vehicle** unattended.

Personal belongings

Never leave any personal belongings in open view in **your vehicle**. If **you** cannot take them with **you** when **you** leave **your vehicle** lock them away in the boot or glove compartment. Mobile phones and handbags are popular targets for **vehicle** thieves.

What to do in the event of an accident

If **you** are involved in an accident or **your vehicle** is stolen call claimline on **0870 240 1895** -assistance is available on this number 24 hours a day.

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

1 Stop

If **you** have an accident with:

- another **vehicle**;
- a pedestrian;
- an animal (livestock);
- a dog; or
- another person's property;

you must stop at once.

2 Exchange all details

Important information is:

- the names and addresses of all those involved (including those of any witnesses);
- insurance company details (including policy numbers if known);
- registration numbers of the cars involved.

3 Show your certificate of motor insurance

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

4 Do not admit blame or offer any payment

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

- admit blame; or
- make any offer of payment;

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

5 Record all the facts

Record all the facts of the accident as soon as possible, regardless of how trivial the incident may seem at the time - they may help prove **your** case.

- A rough sketch of the scene showing all the positions of the cars involved, the road signs, markings, width, skid marks, obstructions, where the incident happened and the road names can help.
- A note of the weather conditions, visibility and conditions of the road etc is also useful.
- If **you** have a camera handy, all the better - take a photograph of the accident scene and any damage.

6 Letters and documents

All letters and documents **you** receive to do with the incident should be forwarded to **us** unanswered.

7 Theft

If either **your vehicle** or its contents are stolen, **you** should report the matter to the police as soon as possible.

8 Note

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

- **certificate of motor insurance**;
- driving licence;
- registration document; and
- Mot certificate (if applicable).

We will then guide **you** through the claims process.

What happens next is on page 15 - entitled:

A guide to Making a claim

Claimline 0870 240 1895

Note: It is important that **you** only use these numbers in connection with a claim.

Glassline: 0800 85 44 54

If phoning from outside the United Kingdom:

0044 23 9220 5450

To make a claim, call 0870 240 1895
Please add this number to **your** mobile phone

Ageas Insurance Limited

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