



Car insurance

Policy Wording

Claims helpline:
0330 303 0021

Windscreen helpline:
0330 303 0024

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Introduction to ingenie

For this section only, this contract is between **you** and **Ingenie Services Limited**.

All through this section there are certain words printed in **bold**. These words have special meanings that are shown in the definitions section on pages 7 and 8.

About ingenie

Car insurance for young drivers aged 17 to 25. ingenie is a specialist car insurance brand for younger drivers.

The latest in-car telematics technology is used to assess **your** driving style. **ingenie** gives feedback on how **you** drive at www.ingenie.com or via a free mobile phone application.

An **ingenie device** will be installed in **the car**. This captures **telematics data** on a range of driving characteristics including speed, braking, acceleration and cornering.

ingenie can help **you** to be a better driver and influence the cost of **your** car insurance.

ingenie device

ingenie will arrange for a **device** to be fitted to **the car**. This is about the size of a mobile phone and uses the latest telematics technology, including high-speed accelerometers, to capture data on how **the car** is driven.

You must activate **your** ingenie driving feedback account to receive feedback on how **you** are driving, with useful tips available on the free **ingenie** app and at www.ingenie.com.

Feedback messages are designed to help **you** improve **your** driving style and become a better driver.

The telematics data

The **telematics data** that **ingenie** collects from **your ingenie device** includes:

- Speed throughout **your** journey
- Braking frequency and force
- Acceleration
- Cornering and sudden manoeuvres
- Miles travelled
- The type of routes **you** take (e.g. A-roads, motorways, country lanes)
- Time and date of travel
- **The car's** GPS location

How ingenie uses your data

ingenie will use **your** personal data as follows:

- **ingenie** will pass the **telematics data** from **your ingenie device** to **your Insurer** to help them to manage **your** insurance, including using the data in the assessment of liability of any claims or to identify the location of **the car** following a theft claim. The **telematics data** will be used by **your Insurer** to evaluate whether **your** premium should change.
- **ingenie** will pass the **telematics data** to **your insurer** to allow them to help prevent fraud (including sharing **your** information with operators of registers used by the insurance industry to check information).

- **ingenie** may from time to time use a different **insurer** to quote or to provide **you** with insurance and will provide the **telematics data** to that different **insurer**.
- **ingenie** may use **your** personal information to give **you** information about other products and services offered by **ingenie**. If **you** do not want **ingenie** to use **your** information for marketing purposes, please email, write or telephone **ingenie** using the details shown on any of **ingenie's** letters or on **our** website, www.ingenie.com.

Looking after **your ingenie device**

ingenie will aim to install **your ingenie device** in **the car** within 10 days of **your** insurance policy commencing. The **ingenie device** remains the property of **ingenie** and shall only become **your** property after **your** insurance has lapsed or been cancelled.

ingenie will not be responsible for any faults or damage or the cost of replacing the **ingenie device** if the fault or damage is caused by **you** or anyone appointed by **you** (such as a mechanic) or anyone other than **ingenie** or **ingenie's** representatives.

This is the end of the **ingenie** section of this policy. The following pages contain the details of the insurance cover provided by **your insurer**.

Contract of insurance

Introduction

The information **you** provided, and the declaration **you** or anyone representing **you** agreed to, along with this policy booklet, **your schedule** and **your certificate of motor insurance** are all part of **your** policy. Please read them all together.

If **you** or anyone representing **you**:

- Provides **us** with inaccurate or incorrect information when applying for, changing or renewing this insurance
- Deliberately misleads **us** to obtain cover, gain a cheaper premium or more favourable terms
- Makes a fraudulent payment by bank account and/or card
- Provides **us** with false documents

For example, this could include:

- not telling **us** about motor or criminal convictions
- not telling **us** about previous accidents or losses, even if a claim was not made
- not telling **us** about **modifications to your** car
- giving **us** false information about who is the registered keeper or owner of **your** car
- giving **us** false information about where **your** vehicle is kept overnight
- using a credit card without the credit cardholder's permission

This is not a full list and if **you** are in any doubt about the information **you** have provided to **us** then please contact **us** immediately.

We may:

- Agree to amend **your** policy and apply any relevant policy terms and conditions and collect any additional premium due including any premium adjustment charge to cover **our** administration costs
- Reject a claim or reduce the amount of payment **we** make
- Cancel or avoid **your** policy (treat it as if it never existed), and apply a cancellation fee.

Where fraud is identified **we** will:

- Not return any premium paid by **you**
- Recover from **you** any costs **we've** incurred
- Pass details to fraud prevention and law enforcement agencies who may access and use this information. Other **insurers** may also access this information

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

In return for **you** paying or agreeing to pay the premium, **we** will provide cover under the terms, exclusions, conditions and **endorsements** of this contract of insurance, during the **period of insurance** and within the **geographical limits**.

Under the Road Traffic Act it is an offence to make a false statement or withhold information for the purposes of obtaining a **certificate of motor insurance**.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to answer all questions honestly and to the best of **your** knowledge. Failure to supply accurate and complete answers may result in **your** policy being cancelled or treated as if it never existed, or **your** claim rejected or not fully paid. If **you** are in any doubt whether a piece of information is relevant to **your** answer, **we** will be happy to give **you** advice.

You must read this policy, the **certificate of motor insurance** and the **schedule** together.

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

The law and language applicable to this policy

English law will apply to this contract unless **we** agree with **you** in writing otherwise. The contractual terms and conditions and other information relating to this contract will be in English Language.

Definitions

This is **your** insurance policy. It is a contract of insurance between **you** and **us**.

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

Black messages

Black messages are created as a result of monitored **driver behaviour** and will be issued if **the car** is being driven dangerously, such as driving 30 mph over the speed limit, or if **you** have received multiple red messages.

Certificate of motor insurance

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

1. what car is covered;
2. who is allowed to drive **the car**; and
3. what **the car** can be used for.

Driver behaviour

Your ingenie device will measure and transmit various aspects of how **the car** is driven. These measurements will include (but are not limited to) the speed throughout the journey, braking frequency and force, acceleration, cornering and sudden manoeuvres, miles travelled, the types of routes taken (e.g. A-roads, motorways, country lanes), time and date of travel and **the car's** location.

This **telematics data** will be used by **us** to determine **driver behaviour**.

For more information about the **telematics data** that will be collected and how it will be used please go to www.ingenie.com

Endorsement

A clause that alters the cover provided by the policy.

Excess

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

Geographical limits

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

ingenie

Ingenie Services Limited.

ingenie device / device

A telematics box fitted to **the car** which transmits **telematics data** to **ingenie**.

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.

Modifications

Any change to **your car's** original manufacturer specification unless it is an optional extra fitted at the time of manufacture – for example, a design option like tinted windows that is chosen at purchase. Changes to these optional extras after factory manufacture are not allowed.

Post-factory **modifications** include, but are not restricted to, changes to the appearance and/ or the performance of **your car**, and include changes made to **your car** by previous owners.

Partner

Your husband, wife, civil **partner**, or **partner** living at the same address as **you**.

Period of insurance

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

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 car** which is insured and details of any **excesses** or **endorsements**.

Selected installer

Any **telematics device** fitting company that has been authorised by **ingenie** to install or remove the **ingenie device** from **the car**.

Statement of insurance

The form that shows the information that **you** give **us**, including information given on **your** behalf and verbal information **you** give prior to commencement of the policy.

Telematics data

Information collected and transmitted by **your ingenie device** that enables analysis of **driver behaviour**.

Terrorism

Terrorism as defined in the **Terrorism Act 2000**.

The car

Any motor car that **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**.

Accessories and spare parts are included in the definition of **the car** when they are with **the car** or locked in **your** own garage.

We/Us/Our/Insurer

The insurance Company as specified in the **statement of insurance**, the **schedule** and the **certificate of motor insurance** on whose behalf this document is issued. **We/us/our** can also mean **ingenie** where there is reference to the **ingenie device**, **Telematics data**, Cancelling **your** policy, Sharing Information and Complaint Notification.

You/your

The person shown under 'Policyholder details' on the **schedule**.

Policy cover

Your schedule shows the sections covered by **your** policy. The sections applicable are shown below:

Section	Cover
Section A: Damage to the car	✓
Section B: Broken Windscreen and Window Glass	✓
Section C: Fire and Theft	✓
Section D: Medical Expenses	✓
Section E: Personal Belongings	✓
Section F: Personal Accident	✓
Section G: Liabilities to Third Parties	✓
Section H: Using your Car Abroad	✓
Section I: No Claims Discount	✓
Section J: No Claims Discount Protection (if applicable)	✓
Section K: Replacement Locks	✓

Important customer information

Under policy condition 9 on page 44, **you** must tell **us** as soon as **you** become aware of any changes to the information set out in the **statement of insurance, Certificate of Insurance** or on **your schedule**. **You** must also tell **us** about the following changes.

1. **You** sell **the car**, change **the car** or its registration number, or **you** get another car.
2. There is any change of drivers
3. Anyone who drives **the car** receives a motoring conviction, driving licence endorsement, fixed penalties or pending prosecutions for any motoring offences.
4. Anyone who drives **the car** develops a health condition, which requires notification to the DVLA.
5. If there is a change in use of **your** car, for example, **you** require business use.
6. Anyone who drives **the car** changes job, starts a new job, including part-time work, or stops work.
7. **The car** is changed from the manufacturer's original specification

Including changes to: audio/entertainment system, bodywork, suspension or brakes, cosmetic changes such as alloy wheels and performance changes e.g. engine management or exhaust system

This is not a full list; all changes made from the manufacturer's standard specification must be disclosed.

In the event of a claim if there are **modifications we** are not aware of **we** may not pay **your** claim. If **we** do agree to pay **your** claim **we** will return the vehicle to the manufacturer's standard specification and won't make good any changes where **the car** has been changed from the manufacturer's standard specification. Where **we** have accepted a declared **modification to your** vehicle, in the event of loss or damage, **we** reserve the right to only make a contribution towards the cost of replacing or restoring the **modification** and will not replace or restore the **modification**.

8. **You** take **the car** abroad, either for more than 14 days or outside the European Union.
9. **You** change **your** address or the address where **you** keep **the car** overnight.
10. Anyone who drives **the car** passes their driving test or has their driving licence revoked.

11. Anyone who drives **the car** receives a non motoring condition.
12. **The car** is involved in an accident or fire, or someone steals, damages or tries to break into it.
13. Anyone who drives **the car** is involved in any accident or has a vehicle damaged or stolen.
14. There is a change to **your** estimated annual mileage.
15. Anyone who drives **the car** has insurance refused, cancelled or special terms applied.
16. There is a change of main user of **the car**.

If the information provided by **you** is not complete and accurate:

- **We** may cancel **your** policy and refuse to pay any claim, or
- **We** may not pay any claim in full, or
- **We** may revise the premium and/or change the compulsory **excess**, or
- The extent of the cover may be affected

If **you** are in any doubt about the above please ask.

Your ingenie device

Before the **ingenie device** can be installed

You have the responsibility to ensure that **you** have the agreement of anybody with a legal interest in **the car** to the fitting of an **ingenie device**.

Cost of the **device** and its fitting

You will not be charged for **your** first **ingenie device** or its fitting provided **you** do not cancel **your** policy during the **period of insurance**.

If **you** cancel **your** policy within the first **12 months of this policy**, and the **ingenie device** is fitted, **you** will need to pay £175 to contribute towards the cost of the **device** and its fitting. **We** reserve the right to deduct this £175 from any premium refund due.

If **you** change **your** car **we** will not remove the **ingenie device** from **your** previous car, but **you** will need a new **ingenie device**.

If **you** change **your** car within the **period of insurance you** will be charged £80 to contribute to the cost of a new **device** and its fitting (£106 if **you** change **your car** a second time and £160 for any subsequent change of car).

You will not be charged for a new **ingenie device** or its fitting if **the car** is deemed a total loss after a claim or if the **device** is damaged in an incident involving a claim under **your** policy. **You** are not liable for the cost of transmitting data to and from the **ingenie device**.

If **your car** already has an **ingenie device** installed **we** will attempt to reactivate the device. If successful **we** will begin to collect

your telematics data with immediate effect, **you** will be notified this has occurred.

Timescale of fitting

The **ingenie device** must be fitted within 10 days of **your** policy commencing, or 10 days from when **you** notify **us** of a change of car. If the **device** is not fitted within these timescales **we** reserve **our** right to cancel **your** policy as per section 8 on page 42 and 43.

The **selected installer** will fit the **ingenie device** at a mutually convenient time at (or near) **your** home or place of work or study within mainland Great Britain and Northern Ireland, provided it is safe to fit the **device** at the proposed place.

Documents required for fitting

On the day of **your ingenie device** fitting **you** must present the following documents to the fitter acting for the **selected installer**:

- Vehicle registration document (V5C)
- **Your** driving licence photocard
- Proof of No Claim Discount (if appropriate).

If **you** need a new **ingenie device** because **you** have changed **your car** then **you** only need to supply the **selected installer** with **your** driving licence and Vehicle Registration Document (V5C).

No Claim Discount must be in **your** name, be less than 24 months old, contain the previous policy number and expiry date of the previous policy, indicate the number of years claim free, and detail any accidents.

Damage caused through fitting

If any damage is directly caused to **your** car because of the **ingenie device** fitting then it will be repaired at no cost to **you**.

We will not be responsible for any depreciation in the value of **the car** caused by the fitting of the **ingenie device**.

The device

ingenie will own the **device** until the insurance has lapsed or been cancelled, after which point **you** will own the **device**.

If the **device** is damaged due to **you**, or anyone acting on **your** instruction or on **your** behalf, maliciously tampering or interfering with the **device**, or **you** deliberately prevent it from working, **we** reserve **our** right to cancel **your** policy under section 8 on page 42 and 43. If the **device** is maliciously damaged, or deliberately prevented from working, and **you** do not cover the cost of fitting a new **device** then **we** reserve **our** right to cancel **your** policy under section 8 on page 42 and 43.

You will be liable for any costs incurred through repairing, removing or replacing the **device**. **You** will not be liable for manufacturer faults (see 'device faults' below).

Device faults

Should the **device** develop a fault **ingenie** will notify **you** and arrange a mutually suitable time to replace the **device**. **You** must allow **ingenie**, or their **selected installer**, access to

your car within 14 days of **ingenie** notifying **you** of the fault. If **you** do not allow **ingenie**, or their **selected installer**, access to **your** car within this timescale then **we** reserve **our** right to cancel **your** policy under section 8 on page 42 and 43.

Telematics data collection

ingenie will collect **telematics data** from **the car** throughout the **period of insurance** and will pass it to us. All **telematics data** transmitted to and from the **ingenie device** is secure.

The **ingenie device** will measure and transmit various aspects of how **the car** is driven. These measurements will include (but are not limited to) speed throughout journeys, braking frequency and force, acceleration, cornering, and sudden manoeuvres, miles travelled, the type of routes taken (e.g. A-roads, motorways, country lanes), time and date of travel and **the car's** location.

We will use the **telematics data** to determine **driver behaviour**. **We** may also use the **telematics data** collected from **your ingenie device** in the assessment of liability in the event of a claim, in calculating **your** premium, verifying **your** declared **policy details**, and in **our** statistical analysis.

ingenie will attempt to capture **telematics data** at all times during the **period of insurance**. If **telematics data** is not collected for any period of the insurance (for example for the following reasons):

- **You** drive another car without an **ingenie device**
- **The car** is driven into a geographic area not covered by the **ingenie device** or where the **device** cannot operate
- The **ingenie device** develops a fault or is damaged by an insurable event; then **driver behaviour** for this period may not be recorded. This will not affect **your** cover.

If **telematics data** is captured for less than 75% of the **period of insurance** then this may impact **our** ability to use **telematics data** including: not being able to use the **telematics data** to assist in any claim **you** may have or to help calculate **your** premium.

If **you** allow other drivers to use **the car** during the **period of insurance**, please note their driving will have an impact on the **telematics data** collected by **ingenie** and could impact **your** premium.

How telematics can affect **your** premium

We will assess the **telematics data** from **your ingenie device** against **our** guidelines three times a year and at renewal to determine **driver behaviour**.

The FAQ section of the **ingenie** web site contains information about how **your** premium may increase or decrease based on **driver behaviour**.

Your premium may increase or decrease during the **period of insurance** as a result of the **driver behaviour**.

You must activate **your** driving feedback account within 10 days of fitting **your ingenie device**. Failure to do this may result in **your** policy being cancelled.

If after **our** assessment **we** consider the **driver behaviour** to be safe then **you** may receive a discount on **your** premium, alternatively if the **driver behaviour** is considered to be unsafe then **your** premium may increase but only up to the maximum price **you** were quoted at inception, renewal or following a change to **your** policy.

If as a result of **driver behaviour you** receive a **black message we** will monitor the driving performance and if **we** don't see an improvement or if **driver behaviour** is consistently poor then **we** reserve the right to cancel **your** policy under section 8 on page 42 and 43. **We** may cancel **your** policy under section 8 on page 42 and 43 if **you** drive at unacceptably high speeds.

We will not wait until renewal to increase or decrease **your** premium; if applicable to **you** this will be done approximately 3 times during the year (approximately every 90 days). **We** will give **you** 7 days' notice before applying any changes to **your** premium.

If **you** have already paid **your** annual premium and **your** premium decreases because of **driver behaviour**, **you** may receive a premium rebate. If **you** have already paid **your** annual premium and **your** premium increases because of **driver behaviour** then **you** may be asked to pay the additional premium immediately.

This will be collected from **your** card details if **you** have provided them.

If **you** pay **your** premium by monthly instalments then **your** payment plan will be automatically amended to reflect **your** increased or decreased premium.

If as a result of **your driver behaviour** **you** receive a **black message** in the 6 weeks before **your** renewal date, which has not been considered in **your** renewal calculation, **we** may amend **your** renewal premium and/or change the compulsory **excess** with effect from the renewal date or withdraw the invitation to renew **your** policy. **We** will confirm these changes to **you** in writing. **We** may cancel **your** policy, under section 8 on page 42 and 43, if **you** drive at unacceptably high speeds.

Cooling off period

You have the right to cancel **your** policy under section 8 on page 42 and 43.

If **you** cancel **your** policy within 14 days from either the start date of the policy or the date **you** receive the policy documents, whichever

is the later date, within the first 12 months of this policy, and the **ingenie device** has been fitted, **you** will need to pay £175 to contribute towards the cost of the box and its fitting. **We** reserve the right to deduct £175 from any premium refund due.

If the policy is cancelled

If the policy is cancelled after the cooling off period but within the first **12 months of this policy**, **you** will need to pay £175 to contribute towards the cost of the **device** and its fitting. **We** reserve the right to deduct this £175 from any premium refund due.

If the policy is cancelled, or lapses, the **device** will remain in **the car**. **ingenie** will cease collecting **telematics data** within 7 days of cancellation, or as soon as possible thereafter, meaning the **device** will not transmit any further **telematics data** to **ingenie**. Any **telematics data** collected remains the property of **ingenie**, subject to the requirements of the General Data Protection Regulation and **ingenie's** Data Protection Notice on page 3, and **our** Data Protection Notice on pages 46 – 49.

Summary of fitting charges

Fitting charges relating to ingenie device and document inspection		
1	If you miss an arranged ingenie device fitting, repair or replacement appointment without giving us at least 24 hours' notice	£48
2	First change of car (fitting new ingenie device in this replacement car)	£80
3	Second change of car (fitting new ingenie device in this second replacement car)	£106
4	Subsequent change of car (fitting new ingenie device in this subsequent replacement car)	£160
5	Fee to cover the ingenie device fitting if the policy is cancelled within the first period of insurance	£175
6	Replacing a faulty ingenie device	£0
7	If the car is modified, converted, customised or in an unfit state to install an ingenie device and we decide not to fit one	£48
8	If you damage or tamper with the ingenie device , we reserve the right to cancel your policy and/or charge you .	£160
9	Removal of ingenie device at your request	£85

There are no additional costs for fitting the **ingenie device** the first time as this is included in **your** premium.

We may debit these additional payments from the debit or credit card details **you** provided when **you** bought this policy.

If **we** do not have **your** credit or debit card details then **you** may be invoiced for any additional charges and payment should be made within 14 days. Failure to pay these additional fees when requested may result in **your** policy being cancelled.

What to do if you have an accident

The law

If **you** are involved in any incident involving an injury to any person, or certain animals, or if other vehicles or roadside property are damaged, **you** must stop **the car**. If **you** own **the car**, **you** must give **your** name, address and insurance details to anyone who has a good reason for asking. If **you** do not own **the car**, **you** must give the owner's name and address and the registration number of the vehicle.

If there is an injury or **you** do not give **your** details to anyone at the scene, **you** must report the incident to the police within 24 hours and present **your certificate of motor insurance** to them within 5 days.

To help us with the claims process

1. Do not apologise or admit fault.
2. Try to collect the following information to give to the Claims Helpline (see page 19). This will help **us** to speed up **your** claim.

You must provide full details of

- The other drivers, including their phone numbers and the registration numbers of all vehicles involved. This will allow **us** to contact anybody else involved straight away and, if **you** are not at fault and **we** manage to recover any money paid, in full, **your** no claim discount will not be affected.
- Injuries caused.
 - Property damage.
 - Witnesses (if there are any).
 - Police officers' names and report references. **You** must provide full details of what happened. Taking photos with a camera or mobile phone can help to confirm certain accident details.

Next steps

Call the 24-hour Claims Helpline (see front cover).

1. There will be a phone number on all correspondence from **us** for **you** to call should **you** need to contact us. Please remember to have **your** policy number ready when **you** call.
2. Please remember to remove all personal belongings from **the car** before it is taken for assessment or repair.
3. Please see page 26 and 27 for details on how **we** will settle **your** claim for sections A or C.

Broken windscreen & window glass

What to do

1. Call the Claims Helpline. Their telephone number can be found on the front cover of this policy booklet. They will arrange for the glass to be repaired or replaced. If **you** phone this number and use one of **our** chosen glass companies, cover is unlimited. If **you** do not, the most **we** will pay is £100 after taking off any **excess**.
2. Repairing a windscreen or window instead of replacing it can save **you** paying a windscreen replacement **excess**, however a repair **excess** will still be payable. Ask when calling the Claims Helpline.

As a general rule, cracks up to five centimetres (two inches) and breaks the size of a £1 coin can usually be repaired.

What to do if you need to make a claim

Call the claims helpline number on the front cover of this policy booklet.

The Claims Helpline is open 24 hours a day, 365 days a year.

The Claims Helpline is a first-response service with operators who can confirm whether **your** policy covers **you** for the incident. Remember to save this number in **your** mobile phone (if **you** have one) so that **you** will have it available if **you** have an accident. Alternatively **you** may be able to autodial if **you** have downloaded the **ingenie** mobile app.

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

Start of the claims process

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

To help deal with **your** call efficiently, please have **your certificate of motor insurance** and details of the incident with **you** when **you** call. If **you** are at the scene of the accident when **you** call the Claims Helpline and do not have **your certificate of motor insurance** with **you**, please give **the car** registration number.

What to do if you need to make a claim

Repair service for an accident within the geographical limit	
Repairs	If damage to the car is covered and it can be repaired, we will arrange for one of our approved repairers to contact you to arrange to collect the car .
Authorisation	You do not need to get any estimates, and repairs can begin immediately after we have authorised them.
Delivery	When the work is done, the repairer will contact you to arrange a convenient time to deliver the car back to you .
Paying for repairs	We will pay the repair bill. All you need to do is pay any policy excess directly to the repairer when they deliver the car back to you .
Keeping you mobile while the car is being repaired within the geographical limits	<p>To keep you mobile, while using an approved repairer, you will be offered a small courtesy car while the car is being repaired.</p> <p>Once we have decided that the car can be economically repaired by the approved repairer and if it cannot be driven, we will provide the courtesy car (subject to availability).</p> <p>If the car can still legally be driven (in other words it is roadworthy), we will deliver the courtesy car when the car is collected for repairs. While you have the courtesy car you will be liable to pay fines for any parking or driving offences or congestion charges, and any additional costs for any non-payment of these charges.</p>
If the car cannot be repaired	If the car is a total loss (a write-off), you must send in all the original documents we ask for on your report form (for example, the vehicle registration document (V5C) and the current MOT certificate). We will arrange for an appointed salvage agent to collect the car to dispose of it. Please remember to remove all your personal belongings the car before it is collected.

Your cover

Section A - Damage to **the car**

What is insured	What is not insured
<p>1. We will pay for damage to the car caused by accidental or malicious damage, or vandalism.</p> <p>2. We will also cover the cost of replacing or repairing the car's audio, navigation and entertainment equipment up to the following amounts:</p> <p>a. Unlimited for equipment fitted as original equipment by the manufacturer; or</p> <p>b. £300 for any other equipment provided this equipment is permanently fitted to the car.</p> <p>To keep you mobile, within the geographical limits only, we will offer you a small courtesy car, free of charge, while the car is being repaired by one of our approved repairers (subject to availability). Once we have decided that the car can be economically repaired by an approved repairer, and if it cannot be driven, we will provide the courtesy car on the next working day for as long as the repairs take.</p> <p>If the car can still be legally driven (in other words, it is roadworthy), we will deliver the courtesy car when the car is collected for repairs. See page 26 and 27 for details of how we will settle claims.</p>	<ol style="list-style-type: none"> 1. The excesses shown in the schedule; and you must pay these amounts for every incident that you claim for under this section. 2. Loss of or damage to the car caused by fire, or by theft. 3. Loss of use of the car. 4. Wear and tear. 5. Mechanical, electrical, electronic and computer failures or breakdowns or breakages. 6. Loss of or damage to the car caused by an inappropriate type or grade of fuel being used. 7. Damage to your tyres caused by braking, punctures, cuts or bursts. 8. Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the geographical limits. 9. Any amount over the cost shown in the manufacturer's latest price guide plus fitting costs in line with those charged by our approved repairer, for any lost or damaged parts or accessories if such parts or accessories are not available. 10. Loss of or damage to telephone or other communication equipment. 11. The car losing value after, or because of, repairs.

12. Any part of a repair or replacement which improves **your car** beyond its condition before the loss or damage took place
13. Loss of or damage to **the car** resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
14. **The car** being confiscated or destroyed by or under order of any government or public or local authority.
15. Loss of or damage to any radar detection equipment.
16. Loss of or damage to any audio, navigation and entertainment equipment unless this equipment is permanently fitted to **the car**.
17. Any damage to **the car** caused deliberately by **you** or any person driving it with **your** permission.
18. 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.
19. Loss of or damage to **the car** caused by malicious damage or vandalism 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**.

Your cover

Section B – Broken windscreen and window glass

What is insured	What is not insured
<p>1. If the windscreen or any window glass in the car is broken during the period of insurance we will pay the cost of repairing or replacing it. We will also pay for any repair to the bodywork that has been damaged by broken glass from the windscreen or windows.</p> <p>If you call the Windscreen Helpline Number and use one of our chosen glass companies, cover is unlimited. If you do not, the most we will pay under this section is £100 after taking off any excess.</p> <p>A claim under this section only will not affect your no claim discount.</p>	<ol style="list-style-type: none">1. The excess shown on your schedule for any claim if the glass is replaced or repaired.2. Loss of use of the car.3. Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the geographical limits.4. Any amount over the cost shown in the manufacturer's latest price guide plus fitting costs in line with those charged by our approved repairer, for any lost or damaged parts or accessories if such parts or accessories are not available.5. Mechanical, electrical, electronic or computer failures or breakdowns or breakages to sun roof and hood mechanisms.6. Repair or replacement of any windscreen or window unless it is made of glass.

Your cover

Section C – Fire and theft

What is insured	What is not insured
<p>1. We will pay for loss of or damage to the car caused by fire, theft or attempted theft.</p> <p>2. We will also cover the cost of replacing or repairing the car's audio, navigation and entertainment equipment up to the following amounts:</p> <p>a. Unlimited if the equipment is fitted as original equipment by the manufacturer; or</p> <p>b. £300 for any other equipment that is permanently fitted to the car.</p> <p>See page 26 and 27 for details of how we will settle claims.</p>	<ol style="list-style-type: none"> Loss of or damage to the car when no-one is in it unless all its windows, doors, roof openings or hood are closed and locked and all keys or devices needed to lock the car are with you or the person authorised to use the car. The excesses shown in the schedule; and you must pay these amounts for every incident that you claim for under this section. Loss of use of the car. Wear and tear. Mechanical, electrical, electronic and computer failures or breakdowns or breakages. Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock within the geographical limits. Any amount over the cost shown in the manufacturer's latest price guide plus fitting costs in line with those charged by our approved repairer, for any lost or damaged parts or accessories if such parts or accessories are not available. Loss of or damage to telephone or other communication equipment. The car losing value after, or because of, repairs.

10. Loss of or damage to **the car** resulting from deception by a person pretending to be a buyer or acting on behalf of a buyer.
11. 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.
12. **The car** being confiscated or destroyed by or under order of any government or public or local authority.
13. Loss from taking **the car** and returning it to its legal owner.
14. Loss of or damage to any radar detection equipment.
15. Any damage to **the car** caused deliberately by **you** or any person driving it with **your** permission.
16. Loss of or damage to any audio, navigation and entertainment equipment unless this equipment is permanently fitted to **the car**.
17. Any part of a repair or replacement which improves **your car** beyond its condition before the loss or damage took place.

How the **insurer** will settle **your** claim under sections A or C

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

If **the car** is economically repairable

If **the car** is repaired by one of **our** approved repairers, please see "Repair service for an accident within the **geographical limits**" on page 20.

You do not need to get any estimates, as 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**. 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.

We will also pay the costs of delivering **the car** back to the address shown on **your** current **schedule** or any other address the **insurer** agrees with **you**.

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 a proportion of the repair cost.

The repairer can use parts, including recycled parts that compare in quality to those available from the relevant manufacturer.

Where **we** have accepted a declared **modification** to **your** vehicle, in the event of loss or damage, **we** reserve the right to only make a contribution towards the cost of replacing or restoring the **modification** and will not replace or restore the **modification**. If there are **modifications** **we** are not aware of, **we** may not pay **your** claim. If **we** do agree to pay **your** claim **we** will return the vehicle to the manufacturer's standard specification and won't make good any changes where **the car** has been changed from the manufacturer's standard specification.

If **the car** is a total loss

Once an engineer has inspected and assessed the **market value** of **the car**, **we** will send **you** 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 **you** owe them, **we** will pay **you** the balance. If **our** estimate of the **market value** is less than the amount **you** owe, **you** may have to pay the balance.

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 **you** owe the leasing or contract hire company, the amount **we** pay them will settle the claim.

If **our** estimate of the **market value** is less than the amount **you** owe, **you** may have to pay the balance. Any payment **we** make for total loss will be after **we** have taken off any applicable policy **excess**.

In the event of a total loss, any payment **we** make will be after **we** have deducted any applicable policy **excesses** (and any unpaid premium for this policy). Where the **market value** of the vehicle is less than the combination of voluntary and compulsory **excesses** on the policy, **we** will not make any offer of payment. When **you** accept **our** offer for total loss, **the car** will belong to us. By purchasing this policy **you** agree that **we** can handle **your** claim in this way.

Replacement car

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

1. the loss or damage happens before **the car** is a year old; and
2. **you** are its first and only registered keeper; and
3. **you** have owned **the car** (or it has been hired to **you** under a hire-purchase agreement) since it was first registered as new (or **you** are the

second owner and the first owner is the manufacturer or supplying dealer and delivery mileage is under 250 miles); and

4. 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 UK list price); and
5. **the car** was supplied as new within the **geographical limits**.

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

If a replacement car of the same make, model and specification is not available **we** will, where possible, provide a similar car of identical list price

We will only do this if:

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

We may agree to settle the claim on a cash basis and if **we** do the most **we** will pay is the **market value** of **the car** and its standard accessories at the time of the loss or damage.

Your cover

Section D – Medical expenses

What is insured	What is not insured
<p>1. If you or anyone in the car is injured in an accident involving the car, we will pay up to £100 in medical expenses for each injured person.</p>	<p>1. No cover is provided under this section if the policy is held in the name of a corporate organisation, a company or a firm.</p>

Your cover

Section E – Personal belongings

What is insured	What is not insured
<p>1. We will cover personal belongings in the car that are lost or damaged following an accident, fire or theft involving the car. You are covered for the cost of the item, less an amount for wear and tear and loss of value.</p>	<ol style="list-style-type: none">1. More than £100 for each incident.2. Any goods, tools or samples that are carried as part of any trade or business.3. Loss of or damage to telephone or other communication equipment.4. Money, stamps, tickets, documents and securities (such as share or bond certificates).5. Loss or damage when no one is in the car unless all its windows, doors, roof openings or hood are closed and locked and all keys or devices needed to lock the car are with you or the person authorised to use the car.6. Loss of or damage to any radar detection equipment.

Your cover

Section F – Personal accident

What is insured	What is not insured
<p>1. If you or your partner are accidentally killed or injured while getting into, travelling in or getting out of the car (or any other private car that you do not own), we will pay the following:</p> <ul style="list-style-type: none">a. For death – £2,500.b. For total and permanent loss of sight in one eye – £1,500.c. For total and permanent loss (at or above the wrist or ankle) of one hand or one foot – £1,500. <p>We will only pay these amounts if the cause of the death or injury is an accident involving a car and the death or loss happens within 3 months of the accident</p> <p>This cover also applies to any passenger who is getting into, travelling in or getting out of the car (as long as there is a passenger seat for that person).</p>	<ul style="list-style-type: none">1. No cover is provided under this section if the policy is held in the name of a corporate organisation, a company or a firm2. Death or injury caused by suicide or attempted suicide.3. Death of or loss to any person driving at the time of the accident who is found to have a higher level of alcohol or drugs in their body than is allowed by law.4. Death of or injury to any person not wearing a seat belt when they have to by law.5. More than £10,000 for any one accident.6. More than £2,500 to any one person for any one accident. <p>If you, or your husband, wife or civil partner, have more than one car insurance policy with us, we will only pay under one policy.</p>

Your cover

Section G – Liabilities to third parties

What is insured	What is not insured
<p>We will cover legal liability for the death of or injury to any person and damage to property caused by or arising out of:</p> <p>Cover for you</p> <ol style="list-style-type: none"> 1. You using the car. 2. You using a motor car not belonging to you and not hired to you under a hire-purchase agreement or leased to you under a leasing agreement, provided that: <ol style="list-style-type: none"> a. you are aged 25 or over b. your current certificate of motor insurance allows you to do so; and c. you have the owner's permission to do so; and d. you still have the car and it has not been damaged beyond economical repair nor been stolen and not recovered; and e. the motor car is registered within the geographical limits; and f. you are not using the motor car outside of the geographical limits; and g. you are not insured under any other insurance to drive the motor car. h. there is a current and valid policy of insurance held for that motor car in accordance with the Road Traffic Acts. 	<ol style="list-style-type: none"> 1. Any amount we have not agreed to in writing. 2. Death of or injury to any of your employees during the course of their work, even if the death or injury is caused by anyone insured by this policy. 3. Loss of or damage to property owned by or in the care of the person who is claiming cover under this section. 4. Any loss of or damage to a vehicle, trailer, trailer caravan or broken-down vehicle covered by this policy. 5. 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. 6. Any amount over £1 million, for any one pollution or contamination event. 7. Any amount over £20 million 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. This limit includes all costs and expenses. <p>However, we will meet the requirements of any compulsory motor insurance legislation.</p>

3. **You** using **the car** to tow any single trailer, trailer-caravan or broken-down vehicle while it is attached to **the car** and if allowed by law, provided it is not being towed for hire or reward.

Cover for other people

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

We will also pay:

1. solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or magistrates court (including a court of equal status in any country within the **geographical limits**);

2. legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving caused by an accident covered under this policy;
3. any costs and expenses for which **your** employer or business **partner** is legally liable as a result of **you** using **the car** for their business;
4. any other costs and expenses for which **we** have given **our** written permission; and
5. Charges set out in the Road Traffic Acts.

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.

Your cover

Section H – Using **your** car abroad

What is insured	What is not insured
<ol style="list-style-type: none"><li data-bbox="106 336 524 900">1. We will cover your minimum legal liability to others while you or any other driver covered by this policy and allowed to drive on your current certificate of motor insurance are using the car within the European Union and any other country which the Commission of the European Communities is satisfied has made arrangements under Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle. This cover is the minimum required to comply with the laws of compulsory insurance for motor vehicles. You do not need an International Motor Insurance Card (Green Card) for visits to these countries. Further information on the countries that follow the above EU directive can be found by visiting www.mib.org.uk.<li data-bbox="106 930 524 1209">2. We will also provide the cover shown on your schedule for up to a total of 14 days in any period of insurance while you or any driver covered by this policy and allowed to drive on your current certificate of motor insurance are using the car within the countries referred to above, provided your main permanent residence is in the geographical limits.	<ol style="list-style-type: none"><li data-bbox="590 336 1005 459">1. If your certificate of motor insurance allows you to drive any other vehicle, that cover does not apply outside of the geographical limits.<li data-bbox="590 496 1005 595">2. Anything not covered under Article (8) of the EU Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle.<li data-bbox="590 632 1005 655">3. Normal policy exclusions apply.

3. If **you** want to extend **your** policy to give the same cover to a country outside the countries referred to above, **you** must:

- a. tell **us** before **you** leave get **our** written agreement to cover **you** in the countries involved; and
- b. pay any additional premium **we** ask for.

If **we** agree to **your** request, **we** will issue **you** with an International Motor Insurance Card (Green Card), if it is a legal requirement of the country **you** are visiting, as legal evidence of this cover. **We** will also pay customs duty if **the car** is damaged and **we** decide not to return it after a valid claim on the policy.

Your cover

Section I – No Claim Discount

What is insured	What is not insured
<p>1. As long as a claim has not been made during the period of insurance immediately before your renewal, we will include a discount in your renewal premium, in accordance with our No Claim Discount scale applicable at the renewal date. You may not transfer this discount to any other person.</p> <p>2. If a claim is made during the period of insurance, we may reduce your no claim discount in accordance with the No Claims Discount scale applicable at renewal. The following claims will not reduce your No Claims Discount:</p> <ul style="list-style-type: none">• Claims made under Section B for a broken windscreen or window glass• Claims made under Section G for emergency treatment charges	

Your cover

Section J – No Claim Discount protection

What is insured	What is not insured
<p>You will not lose any of your No Claim Discount as long as:</p> <ol style="list-style-type: none">1. no more than two claims are made in any period of three years; and2. you have paid any extra premium we ask for. <p>After a second claim is made in any three-year period, this policy section will no longer apply and any further claims will result in the loss of some or all of your No Claim Discount.</p> <p>The protection provided under this section only applies to your No Claim Discount. It does not protect your premium and you may have to pay a higher premium or excess if any claims are made.</p>	

Your cover

Section K – Replacement locks

What is insured	What is not insured
<ol style="list-style-type: none">1. If the keys, lock transmitter or entry card for a keyless entry system of the car are lost or stolen, we will pay up to £500 towards the cost of replacing:<ol style="list-style-type: none">a. all entry locks that can be opened by the missing item;b. the lock transmitter, entry card and central locking system; andc. the ignition and steering lock; as long as we are satisfied that any person who may have your keys, transmitter or card, knows the identity or garage address of the car.2. We will also pay the costs of delivering the car back to your address when the damage has been repaired, using the most practical and cost-effective method.	<ol style="list-style-type: none">1. The first £100 of any claim; or2. Any claim where the keys, lock transmitter or entry card are either:<ol style="list-style-type: none">a. left in or on the car at the time of the loss; orb. taken without your permission by a member of your immediate family or a person living in your home.

Policy exclusions

1. **We** will not cover claims arising directly or indirectly from any of the following:
 - a. **The car** being driven by, or being in the charge of, someone who is not described in **your certificate of motor insurance** as entitled to drive.
 - b. **The car** being driven, with **your** permission, by anyone who **you** know does not hold a valid driving licence or is disqualified from driving. However, **we** will still give cover if the person used to hold a licence and is allowed to hold one by law.
 - c. **The car** being driven by someone who does not meet all the conditions of their driving licence.
 - d. **The car** being used for a purpose that is not covered in **your certificate of motor insurance**. However this exclusion will not apply while **the car** is with a member of the motor trade for servicing or repair.
2. If **you** receive any payment for giving people lifts in **the car**, the Insurance Policy is not valid if:
 - a. **The car** is made or altered to carry more than eight people including the driver.
 - b. **You** are carrying the passengers as part of a business of carrying passengers.
 - c. **You** are making any profit from the payments **you** receive.
3. **We** will not pay for loss, damage, injury or legal liability if it is caused directly or indirectly by the following:
 - a. Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste arising from burning nuclear fuel.
 - b. The radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or part of that equipment.
 - c. Pressure waves caused by aircraft (and other flying objects) travelling at any speed.
 - d. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power.
 - e. Acts of **terrorism**.
4. **We** will not pay claims arising directly or from earthquakes, riot or civil disturbance outside Great Britain, the Isle of Man or the Channel Islands.
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 judgement is given in a foreign court because **the car** was used in that country and **we** had agreed to cover it there.

7. **We** will not pay any claims arising directly or indirectly from any car being in a place used for the take-off, landing, parking or movement of aircraft, including the associated service roads, refuelling areas, ground equipment parking areas and the parts of passenger terminals of international airports which come within the customs examination area or any part of airport premises to which the public does not have vehicular access.
8. If **the car** has been modified, converted or customised to alter the manufacturer's original specification either mechanically or bodily, including non-standard fit alloy wheels, body kit, spoilers, etc., or in any way has its appearance altered and this has not been declared to **us** and has not been accepted by us, then cover will not be provided. Please note this does not refer to manufacturer options.
9. There will be no cover if **the car** was not made for the UK market. Any car that has been subject to a category A or B insurance write off will not be covered.
10. Any of the following uses of **the car** are not covered:
 - racing
 - pace-making
 - competitions
 - rallies or track days
 - trials or tests
 - any other off road event not specified above
11. **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.
12. **We** will not provide cover for a person driving at the time of the incident who is convicted for failure to provide a specimen when requested by police or other official body.
13. **We** will not provide cover for any person convicted of driving **the car** whilst using a mobile phone at the time of the incident.
14. **We** will not provide cover if **the car** is carrying more passengers than the seating capacity of **the car**. However, **we** will meet the requirements of any compulsory motor legislation.
15. **The car** being used to race against another motorist, "road rage" or any deliberate act caused by **you** or any person driving **the car**.
16. No cover is provided and **we** will not be liable to make any payment or provide any benefit under this **policy** where doing so would expose **us** to any financial sanction or breach any prohibition or restriction imposed by law or regulation. Where any such sanction, prohibition or restriction applies **we** may cancel this **policy** immediately by sending a letter to **your** preferred communication method or last known address.

You may be entitled to a pro-rata refund of the premium providing **you** have not made a claim on the **policy** and that any payment or refund does not expose **us** to any sanction or breach any prohibition or restriction imposed by law.

Policy conditions

1. How to claim

Please phone the Claims Helpline as soon as possible to report the claim.

The Claims Helpline number can be found on the front cover of this policy booklet or via **our** mobile app.

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

2. Dealing with claims

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

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

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

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

3. Compulsory insurance

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

4. Other insurance

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

5. Taking care of **your** 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 **the car** has all its windows, doors, roof openings or hood closed and locked, and all keys or devices needed to lock **the car** are with **you** or the person authorised to use **the car** when no-one is in it.) **The car** must be kept in good working order. **You** must ensure **you** have a valid Department for Transport test certificate (MOT) for **your car** if one is needed by law. **We** may examine **the car** at any time.

6. Keeping to the terms of the policy

We will only pay claims if:

- a. any person claiming cover has met all the terms of the policy, as far as they apply; and
- b. the declaration and information given on the proposal or shown in the **statement of insurance** is complete and correct as far as **you** know.

7. Claims fraud

If **you** or anyone acting on **your** behalf:

- Makes a claim or part of a claim that is false or fraudulent
- Exaggerates the amount of a claim
- Provides **us** with false or misleading statements or false or invalid documents to support a claim

We may:

- Reject the claim or reduce the amount of payment **we** make
- Cancel **your** policy from the date of the fraudulent act and not return any premium **you** have paid
- Recover from **you** any costs **we've** incurred relating to the fraudulent claim and any further claims notified after the fraudulent act

8. Cancelling **your** policy

a. Cooling off period - **you** have 14 days from when **you** receive the policy documents or the purchase date of the policy, whichever is later, to cancel the cover. This is known as a cooling off period. **You** can cancel by phoning us.

If **you** cancel **your** policy and cover has not yet started, **we** will refund any premium paid in full. If cover has started, **you** will have to pay for any period of cover that has been provided.

If **you** cancel **your** policy within 14 days from either the start date of the policy or the date **you** receive the policy documents, whichever is the later date, within the first 12 months of this policy, and the **ingenie device** has been fitted, **you** will need to pay £175 to contribute towards the cost of the box and its fitting. **We** reserve the right to deduct £175 from any premium refund due.

If any claim has been made or if anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim during the **period of insurance** and the claim is not closed as non fault (a non fault claim is one where **we** have been able to recover full costs and losses), **you** must pay the full annual premium and **you** will not be entitled to any refund.

If **you** do not cancel **your** policy during the cooling-off period, it will remain in force and **you** will be required to pay the premium for the **period of insurance**.

Cancelling any direct debit instruction does not mean **you** have cancelled the policy. **You** will still need to follow the instructions above. If **you** are paying by instalments **you** may still have an obligation to make payments under **your** credit agreement.

b. After the 14-day cooling off period **you** can cancel this policy at any time by phoning us. If no claims have been made during the current **period of insurance we** will charge **you** for the period of cover that has been provided and refund **you** for any cover **you** have paid for but haven't used.

If **you** cancel **your** policy within the first 12 months of this policy and the **ingenie device** has been fitted, **you** will need to pay £175 to contribute towards the cost of the box and its fitting. **We** reserve the right to deduct this £175 from any premium refund due.

If any claim has been made or if anyone who may be entitled to cover under this policy is aware of any circumstances having occurred which might give rise to a claim during the **period of insurance** and the claim is not closed as non fault (a non fault claim is one where **we** have been able to recover full costs and losses), **you** must pay the full annual premium and **you** will not be entitled to any refund.

Cancelling any direct debit instruction does not mean **you** have cancelled the policy. **You** will still need to follow the instructions above. If **you** are paying by instalments **you** may still have an obligation to make payments under **your** credit agreement.

c. **We**, or an agent providing services on **our** behalf, can cancel this policy by sending **you** 7 days' notice where there is a valid reason for doing so.

Valid reasons may include but are not limited to:

- If the information provided by **you** to **us** is not complete and accurate
- If the **device** is damaged due to **you**, anyone appointed by **you**, or any one acting on **your** behalf maliciously tampering or interfering with the **device**, or **you** deliberately prevent it from working
- If **your ingenie** driving feedback account has not been activated
- If **driver behaviour** is consistently poor or if **you** drive at unacceptably high speeds
- If **you** default on **your** instalment payments
- If **you** submit a fraudulent claim or **we** suspect fraud on this or any other policy **you** have with **us**.
- If **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

If no claim has been made, or if there is a claim closed as non fault (a non fault claim is one where **we** have been able to recover full costs and losses) and neither **you** nor anyone who may be entitled to cover under this policy is aware of any circumstances having occurred,

which might give rise to a claim during the **period of insurance we** will refund a percentage of the premium in proportion to the **period of insurance** left unused.

If **you** are paying by instalments **you** may still have an obligation to make payments under **your** credit agreement.

d. **You** must make sure **your** instalments are kept up to date. If an instalment payment is not received and **we** have reapplied for payment at least once **we** will give **you** 7 days' notice of cancellation in writing. This notice will be sent to **your** preferred delivery method or **your** last known address. The policy will end after the given notice expires. If a claim has arisen during the current period for which **we** have made a payment and not recovered what **we** have paid out, the full annual premium will be required.

We reserve the right to cancel **your** policy in the event that there is a default in instalment payments due under any credit agreement. If **you** pay **your** premium monthly, cover under this policy will end if **you** do not pay any monthly premium when it is due. However **we** will send a letter to **your** preferred delivery method or **your** last known address and give **you** the opportunity to pay the premium within 7 days.

9. Changes **you** must tell **us** about

You must tell **us** as soon as **you** become aware of any changes to the information set

out in the **Statement of insurance**, Certificate of Insurance or on **your** **Schedule**. **You** must also tell **us** about the following changes.

1. **You** sell **the car**, change **the car** or its registration number, or **you** get another car.
2. There is any change of drivers.
3. Anyone who drives **the car** receives a motoring conviction, driving licence endorsement, fixed penalties or pending prosecutions for any motoring offences.
4. Anyone who drives **the car** develops a health condition, which requires notification to the DVLA.
5. If there is a change in use of **your** car for example, **you** require business use.
6. Anyone who drives **the car** changes job, starts a new job, including part-time work, or stops work.
7. **The car** is changed from the manufacturer's original specification. Including changes to: audio / entertainment system, bodywork, suspension or brakes, cosmetic changes such as alloy wheels and performance changes e.g. engine management or exhaust system.

This is not a full list; all changes made from the manufacturer's standard specification must be disclosed.

In the event of a claim, if there are **modifications we** are not aware of **we** may not pay **your** claim. If **we** agree to pay **your** claim, **we** will return the vehicle to the manufacturer's standard specification and won't make good any changes where **the car** has been changed from the manufacturer's standard specification. Where **we** have accepted a declared **modification to your** vehicle, in the event of loss or damage, **we** reserve the right to only make a contribution to the cost of replacing or restoring the **modification** and will not replace or restore the **modification**.

8. **You** take **the car** abroad, either for more than 14 days or outside the European Union.
9. **You** change **your** address or the address where **you** keep **the car** overnight.
10. Anyone who drives **the car** passes their driving test or has their driving licence revoked.
11. Anyone who drives **the car** receives a non-motoring condition.

12. **The car** is involved in an accident or fire, or someone steals, damages or tries to break into it.
13. Anyone who drives **the car** is involved in any accident or has a vehicle damaged or stolen.
14. There is a change to **your** estimated annual mileage.
15. Anyone who drives **the car** has insurance refused, cancelled or special terms applied.
16. There is a change of main user of **the car**.

If the information provided by **you** is not complete and accurate:

- **We** may cancel **your** policy and refuse to pay any claim, or
- **We** may not pay any claim in full, or
- **We** may revise the premium and/or change the compulsory **excess**, or
- The extent of the cover may be affected.

If **you** are in any doubt about the above please ask.

Data protection notice

Your information and what we do with it

Data Protection Notice: **Your** information and what **we** do with it

ingenie Insurance is arranged and administered by Ageas Retail Ltd. **You** trust **us** to look after **your** personal information when **you** buy an insurance policy from **us**, and **we** know **we** have a responsibility to protect this information and to keep it up to date.

The details provided here are a summary of how **we** collect, use, share, transfer and store **your** personal information.

In this Data Protection Notice, where '**we**' '**us**' and '**our**' are used, this refers to Ageas Retail Limited, **your** insurer as named on **your** Certificate of Motor Insurance, any holding companies or subsidiaries of **your** insurer, Slater Gordon and any other product provider.

The way in which **your** personal information is collected, held and used by **us** meets all legal requirements. Please read this Notice carefully, and, as it applies to anyone else insured under the policy, please also show it to all other drivers on **your** policy.

Ageas' Privacy Notice

For full details of the Ageas Privacy Notice, please go to www.ageas.co.uk/legal/privacy-policy/ or contact the Ageas Data Protection Officer using one of the following contact methods:

Data Protection Officer
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA
Email: thedpo@ageas.co.uk

ingenie Privacy Notice

For full details of the **ingenie** Privacy Notice, please go to www.ingenie.com or contact the **ingenie** Data Protection Officer:

The Data Protection Officer
ingenie, Thorncroft Manor
Thorncroft Drive
Dorking Road
Leatherhead
Surrey
KT22 8JB

Your Insurer's Privacy Notice

For full details of **your** insurer's Privacy Notice, please contact them directly (their details will be shown on **your** policy documentation).

Collecting **your** information

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

- **Your** name, address, contact details and date of birth
- Vehicle details, named drivers, **your** occupation, driving licence details, any criminal offences and the claims history of all drivers
- Special categories of personal information (previously known as

'sensitive personal information') such as details regarding **your** health.

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

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

- Publicly available sources of information, such as social media and networking
- Third parties' databases that are available to the insurance industry, as well as where **you** have given **your** permission to share information with third parties like **us**
- Price comparison websites, if **you** have used them to obtain an insurance quotation.

Using **your** information

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

Providing **you** with services relating to an insurance quotation or policy, for example:

- Assessing **your** insurance application and arranging **your** insurance policy, including checking databases showing no claims discount entitlement and driving licence records
- Managing **your** insurance policy, including claims handling and issuing policy documents to **you**.

The assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

Where **we** believe that **we** have a justifiable reason to do so, such as:

- Keeping information about **your** current and past policies
- Preventing and detecting fraud, financial crime and money laundering
- Carrying out processes such as research and analysis which may include computerised processes that profile **you**
- Providing sales information to third parties (for example price comparison websites) so that **we** fulfil **our** legal obligations to them
- Recording and monitoring calls for training purposes.
- Please note that if **you** have given information about someone else, **you** would have confirmed that **you** had their permission to do so.

Sharing **your** information

We may share **your** personal information with a number of different organisations, such as:

- Other companies or brands within **our** groups
- **ingenie**, so they can use the information for research and analysis, and to provide and personalise their services. **ingenie** may also use this information to send **you** news and offers about products and services, as explained in the **ingenie**

- Privacy Notice
- Business partners, agents and/or third parties providing a service to **us** or on **our** behalf
- Organisations that have a specific role laid out in law, such as statutory bodies, regulatory authorities and other authorised bodies, or where **we** have a duty to, or are permitted to disclose **your** personal information to them by law
- Fraud prevention and credit reference agencies
- Third parties that **we** may use to recover money **you** owe **us** or to whom **we** may sell **your** debt.
- **We** will not share **your** personal information, unless required to do so by law, without the appropriate and necessary care and safeguards being in place.

Keeping **your** information

We will keep **your** personal information only for as long as is reasonably necessary in order to:

- Provide **our** services to **you**, and
- Fulfil **our** legal and regulatory obligations.

For more information about this, please see the full Ageas Privacy Notice.

Use and storage of **your** information overseas

Your personal information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** and **our** service providers may use cloud based computer systems (i.e. a network of remote

servers hosted on the internet which process and store information) to which foreign law enforcement agencies may have the power to access. However, **we** and the service providers that **we** use will not transfer **your** information outside the EEA unless it is to a country which is considered to have sound data protection laws, or **we** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **your** information.

Dealing with others acting on **your** behalf

We will deal with individuals **you** nominate, including third parties **we** reasonably believe to be acting on **your** behalf providing they are able to answer **our** security questions.

For **your** protection, **we** will need to speak to **you**, **your** legal representative or someone with power of attorney should **you** wish to change **your** address or level of cover or cancel the policy.

Your rights

You have a number of rights in relation to the information that **we** hold about **you**, including:

- Asking for access to, and a copy of **your** personal information
- Asking **us** to correct, delete or restrict **your** personal information
- Objecting to the use of **your** personal information
- Withdrawing the permission that **you** previously provided for **us** to use **your** personal information
- Complaining to the Information

Commissioner's Office (ICO) at any time if **you** object to the way **we** use **your** personal information. For more information, please see www.ico.org.uk or call the ICO on 0303 123 1113.

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

What to do if you have a complaint

In this notice **we** and **us** and **our** means the **insurer** named in **your** current **schedule**, **Certificate of motor insurance** and **Statement of insurance**, and any holding companies, subsidiaries or linked companies.

If **you** are not happy with any aspect of **our** service, **we** will aim to resolve the issue as quickly as possible. **We** have the following complaint procedure, which **you** can follow if **you** are dissatisfied with the service **you** have received:

Let **your** usual point of contact know

We need to know the nature of **your** complaint and how **you** think the problem should be resolved. **You** can do this by:

- Telephoning **us** on the number shown on any of **our** letters; or
- Writing to **us** at the address shown below:

The Customer Service Manager
Prospect House
Gordon Banks Drive
Trentham Lakes North
Stoke-on-Trent
ST4 4TW

If **you** have a complaint about a claim, call **your** claims handler first. **You** will find **your** claim handler's name and telephone number on any correspondence they have sent **you**.

We will try to resolve **your** complaint by the end of the third business day and send **you** **our** summary resolution letter. If **we're** unable to do this, **we** will write to **you** within five working days to either:

- Tell **you** what **we've** done to resolve the problem; or
- Acknowledge **your** complaint and let **you** know when **you** can expect a full response.

We will always aim to resolve **your** complaint within 4 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** remain dissatisfied with **our** final response, **you** should escalate the matter as outlined below.

Contact the Financial Ombudsman Service

You can ask the Financial Ombudsman Service to review **your** complaint if for any reason **you** are still dissatisfied with either **our** summary resolution or final response letter, or if **we** have not issued **our** final response within 8 weeks from first raising the complaint. **You** have 6 months in which **you** may do this from the date of either the summary resolution or final response letter.

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

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567

(free on mobile phones and landlines)

Email: complaint.info@financial-ombudsman.org.uk

Visit their website: www.financial-ombudsman.org.uk

Please note that if **you** do not refer **your** complaint within the six months, the Financial Ombudsman Service will not have **our** permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances. Following the complaints procedure does not affect **your** right to take legal proceedings.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme.

If **we** cannot meet **our** liabilities, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Claims for compulsory insurance, such as third party motor insurance, are covered in full.

Any claims made to the Financial Services Compensation Scheme for non-compulsory (optional) insurance, such as damage to **the car**, and for any unused premium, are covered up to 90% of the value of the claim submitted.

You can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling 020 7892 7300.

Vehicle identity theft

This is **your** Vehicle Identity Theft insurance, underwritten by Inter **Partner** Assistance SA and administered on their behalf by Arc Assistance Limited.

Only adviser's costs incurred by **you** or on **your** behalf by Arc's Panel Solicitors or their agents are covered under this insurance until Court Proceedings are issued or a conflict of interest arises. Where, following the issue of court proceedings or a conflict of interest arising, **you** have elected to use an adviser of **your** own choice **you** will be responsible for any adviser's costs in **excess** of Arc's standard adviser's costs.

The underwriter agrees to indemnify **you** subject to the following terms, conditions and exclusions of this policy.

Definitions

Action

The pursuit of civil proceedings and appeals against judgement and the defence of criminal prosecutions in relation to the vehicle

Adviser

The Panel Solicitor or their agents appointed by Arc to act for **you**, or, and subject to Arc's agreement, where Court Proceedings have been issued or a conflict of interest arises, another legal adviser nominated by **you**.

Adviser's costs

Legal fees and disbursements incurred by the advisor with Arc's prior written authority. Legal costs shall be assessed on the standard basis and third party costs shall be covered if awarded against **you** and paid on the standard basis of assessment.

Arc

Arc Legal Assistance Ltd who administer this insurance on behalf of the underwriters.

Court proceedings

The Service of Court Proceedings.

Indemnity limit

The maximum amount payable in respect of an insured incident which is:

- Vehicle Identity Theft £25,000
- Motor Insurance Database £2,500

Insured incident

The date of **your** first knowledge that **your** vehicle's Identity has been used by another person or organisation without **your** permission. Only one insured incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time.

Insured period

The **period of insurance** declared to Arc.

Standard advisers' costs

The level of advisers' costs that would normally be incurred by underwriters in using a nominated adviser of Arc's choice.

Territorial limits

Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

Underwriters

Inter **Partner** Assistance S.A.

Vehicle

The vehicle declared to Arc including a caravan or trailer whilst attached to it.

You/your

The person responsible for insuring the vehicle declared to Arc

Cover

Adviser's costs incurred in an action up to the indemnity limit where:-

- a. The insured incident takes place in the Insured period within the territorial limits; and
- b. The action takes place within the territorial limits.

Vehicle identity theft

What is insured:

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

What is not insured:

Claims

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

Motor Insurance Database disputes

What is insured:

You are covered for Adviser's Costs for representation of **Your** legal rights in a dispute with the police and/or other government agency in the event **Your** Vehicle is seized following a failure in the communications between **Your** insurance adviser and the Motor Insurance Database resulting in incorrect information about **You** or **Your** Vehicle being recorded on that database.

Legal helpline

You may contact the 24-hour, 365 days a year legal helpline for legal advice on any motoring matter of concern.

Telephone **0844 770 1040** and quote “**Ingenie Car Insurance Vehicle Identity Theft Protection**” to enable the helpline to deal with the query or claim.

The legal helpline service is operated on behalf of Arc by their Panel Solicitors. Calls may be recorded for training and verification purposes.

General exclusions

1. There is no cover:

- Where the insured incident began to occur or had occurred before **you** purchased this insurance
- Where **you** fail to give proper instructions to Arc or the adviser or respond to a request for information or attendance by the adviser within a reasonable period of time
- Where an estimate of **your** adviser’s costs is greater than the amount in dispute
- Where **your** act or omission prejudices **your** or the Underwriter’s position in connection with the action
- Where adviser’s costs have not been agreed in advance or exceed those for which Arc has given its prior written approval
- For adviser’s costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
- For the amount of advisers’ Costs in **excess** of Arc’s standard adviser’s costs where **you** have elected to use an adviser of **your** own choice
- Where **you** have alternative legal expenses cover
- For claims made by or against the underwriters, Arc or the adviser
- Where **your** motor **insurers** repudiate the motor insurance policy or refuse indemnity
- For adviser’s costs beyond those for which Arc has given its prior written approval
- For an application for Judicial Review
- For appeals without the prior written consent of Arc

- Prior to the issue of court proceedings, for the costs of any legal representative other than those of the adviser unless a conflict of interest arises
- For any action that Arc reasonably believes to be false, fraudulent, exaggerated or where **you** have made misrepresentations to the adviser

2. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any Right or remedy of a Third Party which exists or is available other than by virtue of this Act.

Conditions

1. Claims

- a. **You** must notify claims as soon as reasonably possible within 180 days of the insured incident.
- b. Arc shall appoint the adviser to act on **your** behalf.
- c. Arc may investigate the claim and take over and conduct the action in **your** name. Subject to **your** consent which shall not be unreasonably withheld Arc may reach a settlement of the action.

- d. **You** must supply at **your** own expense all of the information which Arc reasonably requires to decide whether a claim may be accepted. If court proceedings are required or a conflict of interest arises, and **you** wish to nominate an adviser to act for **you, you** may do so. Where **you** have elected to use an adviser of **your** own choice, **you** will be responsible for any advisers' costs in **excess** of Arc's standard advisers' costs. The adviser must:
 - i. Confirm in writing that he will enable **you** to comply with his obligations under this insurance.
 - ii. Agree with Arc the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an alternative adviser and this nomination shall be binding.

- e. The Adviser will:
 - i. Provide a detailed assessment of **your** prospects of success including the prospects of enforcing any judgement obtained without charge.
 - ii. Keep Arc fully advised of all developments and provide such information as Arc may require.
 - iii. Keep Arc regularly advised of adviser's costs incurred.

- iv. Advise Arc of any offers to settle and payments in to court. If contrary to Arc's advice, such offers or payments are not accepted there shall be no further cover for legal costs unless Arc agrees in its absolute discretion to allow the case to proceed.
 - v. Submit bills for assessment or certification by the appropriate body if requested by Arc.
 - vi. Attempt recovery of costs from the Third Parties.
 - vii. Agree with Arc not to submit a bill for adviser's costs to underwriters until conclusion of the action.
- f. In the event of a dispute arising as to costs Arc may require **you** to change adviser.
- g. Underwriters shall only be liable for costs for work expressly authorised by arc in writing and undertaken while there are reasonable prospects of success.
- h. **You** shall supply all information requested by the adviser and Arc.
- i. **You** are liable for any adviser's costs if **you** withdraw from the action without Arc's prior consent. Any costs already paid by Arc will be reimbursed by **you**.

2. Disputes

Any disputes between **you** and Arc in relation to Arc's assessment of **your** prospects of success in the case or nomination of solicitor shall be referred to an arbitrator who shall be

either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration shall be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration shall be at the discretion of the arbitrator.

3. Reasonable prospects

At any time Arc on behalf of the underwriters may form the view that **you** do not have a reasonable prospect of success in the action **you** are proposing to take or are taking. If so, Arc may decline support or any further support. In forming this view Arc may take into account:

- a. Whether adviser's costs are disproportionate to the value of the damages being claimed in the action.
- b. The fact that a reasonable person without legal expenses insurance would not wish to pursue the matter.
- c. The prospect of being able to enforce a judgement.
- d. The fact that **your** interests could be better achieved in another way.
- e. Whether **you** have a reasonable prospect of succeeding in the action.

4. English law

This contract is governed by English Law unless otherwise agreed.

5. Language

The language for contractual terms and communication will be English.

6. Cancellation

You may cancel this Vehicle Identity Theft insurance at any time by contacting **ingenie** by telephone or in writing.

Arc may cancel this insurance by giving 14 days' notice in writing to **you** at the address shown on the **schedule**. No refund of premium shall be made.

Customer services information

How to make a claim

You should telephone the legal helpline number and quote "ingenie Car Insurance Vehicle Identity Theft Protection" to obtain advice and request a claim form.

Alternatively, the insured can submit a claim form online by visiting www.arclegal.co.uk/informationcentre. Upon return of a completed claim form Arc will assess the claim and if covered, send details to the adviser who will then contact **you** directly.

Unless a conflict of interest arises **you** are not covered for legal fees incurred before court proceedings are issued unless **you** use the Arc

Panel Solicitors or their agents which Arc will appoint to act for **you**.

General Data Protection Regulation

The details of **you, your** insurance cover and claims will be held by Arc and or the underwriters for underwriting, processing, claims handling and fraud prevention subject to the provisions of the General Data Protection Regulation.

Customer service

Arc's aim is to get it right, first time, every time. If Arc make a mistake, they will try to put it right promptly.

If **you** are unhappy with the service that has been provided, **you** should contact Arc at the address below. Arc will try to resolve **your** complaint by the end of the third working day and send **you** a summary resolution letter. If they are unable to do this, they will confirm to **you**, within five working days, that they have received **your** complaint. Within 4 weeks **you** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within 8 weeks **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. **You** can ask the Financial Ombudsman Service to review **your** complaint if for any reason **you** are still dissatisfied with Arc's final response, or if they have not issued their final response within 8 weeks from you

first raising the complaint. **You** have 6 months in which **you** may do this from the date of either the summary resolution or final response letter.

Arc's contact details are:

Arc Legal Assistance Ltd
P O Box 8921
Colchester
CO4 5YD
Tel: 0344 770 9000
Email: enquiries@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Tel: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk
Visit their website: www.financial-ombudsman.org.uk

Please note that if **you** do not refer **your** complaint within the 6 months, the Financial Ombudsman Service will not have **our** permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

Alternatively if **you** have a complaint about a service **you** have bought online **you** can make a complaint through the following European Commission's Online Dispute Resolution Platform: ec.europa.eu/consumers/odr/.

Compensation

Arc and Inter Partner Assistance are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if Arc or Inter Partner Assistance are unable to meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 020 7892 7300.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Their FCA Register number is 305958. Their permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. **You** can check this on the FCA's register by visiting www.fca.gov.uk/register or by contacting the FCA on 0800 111 6768.

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority.

Details about the extent of its regulation by the Financial Conduct Authority are available from **us** on request.

Inter Partner Assistance SA Financial Conduct Authority Register number is 202664. **You** can check this on the Financial Conduct Authority's Register by visiting www.fca.org.uk/register.

IPA address details are:

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Registered No: FC008998

