



**Learner Driver Insurance**  
Policy Wording

Claims helpline: 0345 165 0563

Underwritten by Ageas Insurance Limited

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## About ingenie

ingenie is a specialist car insurance brand for younger drivers. **Our** learner driver insurance provides **you** with short term cover while **you** are learning to drive.

ingenie Learner Driver is for **you** if:

- **you** have a provisional UK driving licence
- **you** are aged 17 to 29
- **you** are not the registered keeper or owner or keeper of **the car you** will be insuring

ingenie Learner Driver was created to run alongside the **current owner's** annual car insurance policy. This means there is no risk to the **current owner's** no claims discount if **you** need to make a claim.

This document shows the full Terms and Conditions of the policy.

## Important!

- All cover provided by this policy will end immediately once **you** (the insured policyholder) pass **your** practical driving test and are entitled to obtain a full UK licence. This means that **you** are not covered by this policy to drive home from the test centre if **you** have passed **your** practical test in **the car**.
- It is **your** responsibility to inform **ingenie** once **you** have passed **your** practical driving test.
- For cover to apply, **you** must be accompanied whilst driving at all times by a driver aged 25-75 who holds a full UK driving licence and has done so for at least 3 full years.
- **The car** must have a comprehensive annual motor insurance policy in force whilst the learner driver cover is in place.
- Please refer to **your schedule** and **certificate of motor insurance** to note the expiry date and time of **your** insurance.
- There is no cover for the supervising driver under this policy.
- If **you** require additional time on cover once the policy has expired, **you** will need to purchase a new policy.

## CONTRACT OF INSURANCE

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, or changing 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 **the car**.
- Giving **us** false information about who is the registered keeper or owner of **the car**.
- Giving **us** false information about where **the car** 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).

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 except in the case of the **current owner** in Section A or B.

In return for **you** paying or agreeing to pay the premium, **we** will provide cover under the terms, exclusions and conditions 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 being 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.

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 the 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.

### Certificate of motor insurance

The proof of 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.

### Current owner

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

### Excess

The part of a claim **you** must pay as detailed in **your** policy **schedule**.

### 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 is a trading name of Endsleigh Insurance Services Limited (Company No. 856706) (FRN 304295) which is authorised and regulated by the Financial Conduct Authority. Registered in England at Shurdington Road, Cheltenham Spa, Gloucestershire GL51 4UE. This can be checked on the Financial Services Register by visiting [register.fca.org.uk](http://register.fca.org.uk)

### 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.

### Period of insurance

The length of time that this contract of insurance applies for. This policy is offered on a monthly basis by calendar month. This is shown in the **certificate of motor insurance** and **schedule**.

### Personal information

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

### 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**.

### 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.

### 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.

### We/Us/Our/Insurer

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### You/your

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

## 1. How to claim

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

Call the Claims helpline on 0345 165 0563.

**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.

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

## 3. Right of recovery

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

## 4. Other insurance

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

## 5. Taking care of the car

Anyone covered by this policy must take all reasonable steps they can to protect **the car**, and anything in or attached to it, against loss or damage. This includes making sure that **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 roadworthy and kept in good working order. **You** must ensure the **current owner** has a valid Department for Transport test certificate (MOT) for **the 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** which this contract is based on 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** have incurred relating to the fraudulent claim and any further claims notified after the fraudulent act.
- Notify relevant authorities so that they can consider criminal proceedings.

## 8. Cancelling **your** policy

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

It is **your** responsibility to inform **ingenie** once **you** have passed **your** practical driving test so **we** can refund any of the unused premium to **you**.

How much money **you** get back will depend on how long **you** have had the policy for, and whether or not **you** have made a claim, may need to make a claim, or a claim has been made against **you** (which would result in no refund being given).

### Cancelling **your** policy before cover has started

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

### Cancelling **your** policy after cover has started

**You** can cancel this policy at any time by telling **us** or ingenie. **We** will refund any unused premium to **you**. How much money **you** get back will depend on how long **you** have had the policy for, and whether or not **you** have made a claim, may need to make a claim, or a claim has been made against **you** (which would result in no refund being given).

**We** or the **insurer** can cancel this policy by sending **you** seven days' notice. The reason for cancellation will be set out clearly in the communication with **you**.

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

- There are changes to the information detailed in **your statement of insurance, schedule or certificate of motor insurance** which result in **us** no longer wishing to provide cover.
- Where the circumstances of a new claim, or an incident **we** have become aware of, result in **us** no longer wishing to provide cover.
- Where **we** suspect fraud on this policy, the **current owner's** policy or any other related policy.
- Where **you**, a person acting on **your** behalf, or any person covered to drive **the car** uses threatening, intimidating or abusive behaviour or language towards **our** staff, suppliers or agents acting on **our** behalf, including ingenie.
- Where any person claiming cover under this policy fails to provide **us** with any reasonable information **we** ask for.
- Where a misrepresentation has been made that results in **us** no longer wishing to provide cover.

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

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

## 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**. Examples of changes **you** must tell **us** about are:

1. **The car** is sold, **the current owner** changes **the car** or its registration number.
2. Receives a motoring conviction, driving licence endorsement, fixed penalties or pending prosecutions for any motoring offences.
3. Has or develops a DVLA notifiable health condition, and has not declared this to the DVLA.
4. If there is a change in use of **the car** for example, **you** require business use.
5. Changes job, starts a new job, including part-time work, or stops work.
6. **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 car** to manufacturer's standard specification and won't make good any changes where **the car** has been changed from the manufacturer's standard specification.

7. **You** change **your** address or the address where **you** keep **the car** overnight.
8. Passes their driving test or has their driving licence revoked.
9. Receives a non-motoring conviction.
10. **The car** is involved in an accident or fire, or someone steals, damages or tries to break into it.
11. Is involved in any accident or has a vehicle damaged or stolen.
12. There is a change to the estimated mileage **the car** will cover under this policy.
13. Has insurance refused, cancelled or special terms applied.
14. Changes their name.

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.

#### 10. Provisional Licence

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

#### 11. Annual insurance covering **the car**

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

## 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**. **You** must give **your** name, address and insurance details to anyone who has a good reason for asking. Along with this **you** must give the **current owner's** name, address and registration number of **the car**.

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 13 for helpline details). This will help **us** to speed up **your** claim.
  - 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.
  - 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 or page 13 for helpline details).

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 19 and 20 for details on how **we** will settle **your** claim for sections A or B.

Call the Claims helpline number on 0345 165 0563.

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

The Claims helpline is a first-response service with advisors 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.

**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 limits |  |
|---|--|
| Repairs   | If damage to <b>the car</b> is covered and it can be repaired, <b>we</b> will arrange for one of <b>our</b> approved repairers to contact <b>you</b> or the <b>current owner</b> to arrange to collect <b>the car</b> .  |
| Authorisation   | <b>You</b> do not need to get any estimates, and repairs can begin immediately after <b>we</b> have authorised them.   |
| Delivery  | When the work is done, the repairer will contact <b>you</b> or the <b>current owner</b> to arrange a convenient time to deliver <b>the car</b> back to <b>you</b> or them.   |
| Paying for repairs  | <b>We</b> will pay the repair bill. All <b>you</b> need to do is pay any policy <b>excess</b> directly to the repairer when they deliver <b>the car</b> back to the address shown on the policy or any other address <b>we</b> agree with <b>you</b> .   |
| If <b>the car</b> cannot be repaired                          | If <b>the car</b> is a total loss (a write-off), <b>you</b> or the <b>current owner</b> must send in all the original documents <b>we</b> ask for on <b>your</b> report form (for example, the vehicle registration document (V5C) and the current MOT certificate). <b>We</b> will arrange for an appointed salvage agent to collect <b>the car</b> to dispose of it. Please remember to remove all personal belongings from <b>the car</b> before it is collected. |

## Section A - Damage to **the car**

| What is insured   | What is not insured  |
|---|--|
| <ol style="list-style-type: none"> <li>1. <b>We</b> will pay for damage to <b>the car</b> caused by accidental or malicious damage, or vandalism.</li> <li>2. <b>We</b> will also cover the cost of replacing or repairing <b>the car's</b> audio, navigation and entertainment equipment up to the following amounts:               <ol style="list-style-type: none"> <li>a. Unlimited for equipment fitted as original equipment by the manufacturer; or</li> <li>b. £300 for any other equipment provided this equipment is permanently fitted to <b>the car</b>.</li> </ol> <p>See page 19 and 20 for details of how <b>we</b> will settle claims.</p> </li> </ol> | <ol style="list-style-type: none"> <li>1. The <b>excesses</b> shown in the <b>schedule</b>; <b>you</b> must pay these amounts for every incident that <b>you</b> claim for under this section.</li> <li>2. Loss of or damage to <b>the car</b> caused by fire, or by theft.</li> <li>3. Loss of use of <b>the car</b>.</li> <li>4. Wear and tear.</li> <li>5. Mechanical, electrical, electronic and computer failures or breakdowns or breakages.</li> <li>6. Loss of or damage to <b>the car</b> caused by an inappropriate type or grade of fuel being used.</li> <li>7. Damage to <b>your</b> tyres caused by braking, punctures, cuts or bursts.</li> <li>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 <b>geographical limits</b>.</li> <li>9. Any amount over the cost shown in the manufacturer's latest price guide plus fitting costs in line with those charged by <b>our</b> approved repairer, for any lost or damaged parts or accessories, if such parts or accessories are not available.</li> <li>10. Loss of or damage to telephone or other communication equipment.</li> <li>11. <b>The car</b> losing value after, or because of repairs.</li> </ol> |

12. Any part of a repair or replacement which improves **the 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**.
20. Any loss of or damage to **the car** when **the car** is towing a trailer.
21. The provision of a courtesy car following **the car** being involved in an incident.



## Section B – Fire and theft

| What is insured   | What is not insured  |
|---|--|
| <ol style="list-style-type: none"> <li>1. <b>We</b> will pay for loss of or damage to <b>the car</b> caused by fire, theft or attempted theft.</li> <li>2. <b>We</b> will also cover the cost of replacing or repairing <b>the car's</b> audio, navigation and entertainment equipment up to the following amounts:               <ol style="list-style-type: none"> <li>a. Unlimited if the equipment is fitted as original equipment by the manufacturer; or</li> <li>b. £300 for any other equipment that is permanently fitted to <b>the car</b>.</li> </ol> </li> </ol> <p>See page 19 and 20 for details of how <b>we</b> will settle claims.</p> | <ol style="list-style-type: none"> <li>1. Loss of or damage to <b>the car</b> 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 <b>the car</b> are with <b>you</b> or the person authorised to use <b>the car</b>.</li> <li>2. The <b>excesses</b> shown in the <b>schedule</b>; <b>you</b> must pay these amounts for every incident that <b>you</b> claim for under this section.</li> <li>3. Loss of use of <b>the car</b>.</li> <li>4. Wear and tear.</li> <li>5. Mechanical, electrical, electronic and computer failures or breakdowns or breakages.</li> <li>6. 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 <b>geographical limits</b>.</li> <li>7. Any amount over the cost shown in the manufacturer's latest price guide plus fitting costs in line with those charged by <b>our</b> approved repairer, for any lost or damaged parts or accessories if, such parts or accessories are not available.</li> <li>8. Loss of or damage to telephone or other communication equipment.</li> <li>9. <b>The car</b> losing value after, or because of repairs.</li> </ol> |

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 **the car** beyond its condition before the loss or damage took place.

## HOW WE WILL SETTLE YOUR CLAIM

How **we** will settle **your** claim under sections A or B

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

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

If **the car** is economically repairable

If **the car** is repaired by one of **our** approved repairers, please see "Repair service for an accident within the **geographical limits**" on page 14.

**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** or the **current owner** 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 **we** agree with **you** or the **current owner**.

**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.

If **the car** is a total loss (beyond economic repair)

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

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

If **the car** is leased or on contract hire, **we** may pay the leasing or contract hire company first. If **our** estimate of the **market value** is more than the amount owed to the leasing or contract hire company, the amount **we** pay them will settle the claim.

If **our** estimate of the **market value** is less than the amount owed, **you** may have to pay the balance.

In the event of a total loss, any payment **we** make will be after **we** have deducted any applicable policy **excesses**. Where the **market value** of the vehicle is less than the compulsory **excess** on the policy, **we** will not make any offer of payment.

Once the total loss offer is accepted, **the car** will belong to **us**. By purchasing this policy **you** agree that **we** can handle **your** claim in this way.

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

### 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. the **current owner** is the first and only keeper of **the car** (or the second registered keeper if the first registered keeper is the manufacturer or supplying dealer and the delivery mileage is under 250 miles); and
3. the **current owner** has owned **the car** (or it has been hired to them under

a hire-purchase agreement) since it was first registered as new (or the **current owner** is the second owner if the first owner is the manufacturer or supplying dealer and the 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** or the **current owner** 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 C – Medical expenses

| What is insured  | What is not insured |
|--|---------------------|
| 1. If <b>you</b> or anyone in <b>the car</b> is injured in an accident involving <b>the car</b> , <b>we</b> will pay up to £100 in medical expenses for each injured person. |                     |

## YOUR COVER

### Section D – Personal belongings

| What is insured   | What is not insured   |
|---|---|
| <p>1. <b>We</b> will cover personal belongings in <b>the car</b> that are lost or damaged following an accident, fire or theft involving <b>the car</b>. <b>You</b> 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"><li>1. More than £100 for each incident.</li><li>2. Any goods, tools or samples that are carried as part of any trade or business.</li><li>3. Loss of or damage to telephone or other communication equipment.</li><li>4. Money, stamps, tickets, documents and securities (such as share or bond certificates).</li><li>5. Loss or damage when no one is in <b>the car</b> unless all its windows, doors, roof openings or hood are closed and locked and all keys or devices needed to lock <b>the car</b> are with <b>you</b> or the person authorised to use <b>the car</b>.</li><li>6. Loss of or damage to any radar detection equipment.</li><li>7. Loss or damage to property that is insured under any other insurance policy.</li></ol> |

## Section E – Liabilities to third parties

| What is insured  | What is not insured   |
|--|---|
| <p><b>We</b> will cover legal liability for the death of or injury to any person and damage to property caused by or arising out of:</p> <ul style="list-style-type: none"> <li>• <b>You</b> using <b>the car</b>.</li> <li>• Any person using (but not driving) <b>the car</b>, with <b>your</b> permission, for social, domestic and pleasure purposes.</li> <li>• Any passenger in, getting into or getting out of <b>the car</b> while <b>you</b> are in charge of <b>the car</b>.</li> </ul> <p>If <b>we</b> agree to, <b>we</b> may also pay:</p> <ul style="list-style-type: none"> <li>• Solicitors' fees for representation at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction;</li> <li>• Legal costs for defending a charge of manslaughter or causing death by dangerous or careless driving; and</li> <li>• Any other costs and expenses for which <b>we</b> have given <b>our</b> written permission arising from an accident covered under this policy.</li> </ul> <p>If anyone who is insured by this section dies while they are involved in legal action, <b>we</b> will give the same cover as they had to their legal personal representatives.</p> | <ol style="list-style-type: none"> <li>1. Any amount <b>we</b> have not agreed to in writing.</li> <li>2. Death of or injury to any of <b>your</b> employees during the course of their work, even if the death or injury is caused by anyone insured by this policy.</li> <li>3. Loss of or damage to property owned by or in the care of the person who is claiming cover under this section.</li> <li>4. Any loss or damage caused when <b>the car</b> is towing a trailer.</li> <li>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.</li> <li>6. Any amount over £1 million, for any one pollution or contamination event.</li> <li>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.</li> <li>8. <b>You</b> using any vehicle other than <b>the car</b>.</li> </ol> <p>However, <b>we</b> will meet the requirements of any compulsory motor insurance legislation.</p> |

## 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 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**.
  - e. **The car** being used for criminal purposes or deliberately used to threaten or cause harm, loss or damage. An example of this would be 'road rage'.
2. 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 six 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 indirectly from earthquakes, riot or civil disturbance outside Great Britain, the Isle of Man or the Channel Islands except as required under section E.
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. **We** will not provide cover 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. 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. **We** will not pay any claims directly or indirectly arising from **the car** being used for hiring, competitions, rallies or trials, for racing formally or informally against the clock or another motorist; or on a motor racing track, de-restricted toll road, airfield, at an off-road event or at the Nürburgring.
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. Financial sanctions  
**We** shall not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy to the extent that the provision of such cover, indemnity, payment or other benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States or other country of policy issue.  
 If any such resolution, sanction, law or regulation takes effect during the **period of insurance we** may cancel this policy immediately by giving **you** written notice at **your** last known address.
16. **We** will not provide cover if **you** are not accompanied by a driver aged 25 to 75 who holds a full UK driving licence and has done so for at least 3 full years.
17. **We** will not provide cover if **the car** is not insured annually on a separate comprehensive motor insurance policy.

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

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how we collect, use, share, transfer and store your information. For our full Privacy Policy please visit our website [www.ageas.co.uk/privacy-policy](http://www.ageas.co.uk/privacy-policy) or contact our Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk).

ingenie will have their own uses for your personal data. Please ask ingenie if you would like more information about how they use your personal information.

## Collecting your information

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

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

## Using your information

The main reason we collect your personal information and/ or special categories of personal information is because we need it to provide you with the appropriate insurance quotation, policy and price as well as manage your policy such as handling a claim or issuing documentation to you.

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

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

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

### Sharing **your** information

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

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

### Keeping **your** information

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

### Use and storage of **your** information overseas

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

### **Your** rights

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

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

## WHAT TO DO IF YOU HAVE A COMPLAINT

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:

ingenie  
Europa House  
Midland Way  
Thornbury  
Bristol  
BS35 2JX

If **you** have a complaint about a claim, call **your** claims department 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** are unable to do this, **we** will write to **you** within five working days to either:

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

**We** will 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** have 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](mailto:complaint.info@financial-ombudsman.org.uk)

Visit their website:  
[www.financialombudsman.org.uk](http://www.financialombudsman.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)

**Your insurer** is covered by the Financial Services Compensation Scheme (FSCS). If **your insurer** cannot meet their obligations, **you** may be entitled to compensation under the scheme. **You** can get more information from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0800 678 1100 or 0207 741 4100.

